CITY OF SOUTH MIAMI

CITY COMMISSION MEETING AGENDA

TUESDAY, JANUARY 20, 2026, 7:00 PM
CITY HALL/ COMMISSION CHAMBERS
6130 SUNSET DRIVE
SOUTH MIAMI, FL 33143

THE CITY OF SOUTH MIAMI HAS A SIGNIFICANT GOVERNMENTAL INTEREST IN CONDUCTING EFFICIENT AND ORDERLY COMMISSION MEETINGS. SPEAKERS PLEASE TAKE NOTICE THAT SECTION 2-2.1(K)(2) OF THE CODE OF ORDINANCES PROVIDES THAT "ANY PERSON WHO MAKES SLANDEROUS OR INTENTIONALLY RUDE, UNCIVIL OR OTHERWISE IMPERTINENT REMARKS, AND WHO REFUSES OR FAILS TO DESIST FROM MAKING SUCH REMARKS AFTER BEING INSTRUCTED TO DO SO, OR WHO SHALL BECOME BOISTEROUS IN THE COMMISSION CHAMBER AND WHO REFUSES OR FAILS TO DESIST FROM SUCH CONDUCT AFTER BEING INSTRUCTED TO DO SO MAY BE FORTHWITH REMOVED FROM THE PODIUM AND FROM CITY HALL FOR THE DURATION OF THAT MEETING AT THE DIRECTION OF THE PRESIDING OFFICER, UNLESS OVERRULED BY A MAJORITY VOTE OF THE COMMISSION. NO CLAPPING, APPLAUDING, HECKLING, OR VERBAL OUTBURSTS SHALL BE PERMITTED FOR ANY REASON, INCLUDING FOR THE PURPOSE OF SUPPORTING OR OPPOSING ANY MATTER, ANY SPEAKER OR A SPEAKER'S REMARKS. NO SIGNS OR PLACARDS SHALL BE ALLOWED TO BE DISPLAYED IN ANY MANNER OTHER THAN WHEN USED FROM THE PODIUM TO EXPRESS AN OPINION OR DISPLAY FACTS. SIGNS TO BE USED AT THE PODIUM MUST BE BROUGHT INTO THE COMMISSION CHAMBERS IN A MANNER SO AS NOT TO UNNECESSARILY DISPLAY THEIR CONTENT UNTIL THE SIGN IS BROUGHT TO THE PODIUM IMMEDIATELY BEFORE THE SIGN IS DISPLAYED FROM THE PODIUM IN THE COMMISSION CHAMBER. PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. THE USE OF ACOUSTIC MOBILE COMMUNICATION DEVICE, SUCH AS PHONES, IN THE COMMISSION CHAMBER IS NOT PERMITTED WHILE THE COMMISSION IS IN SESSION. PHONE RINGERS AND OTHER DEVICES THAT EMIT SOUND MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS. INDIVIDUALS MUST EXIT THE CHAMBER TO ANSWER INCOMING CALLS. NO CAMERA FLASH OPTIONS SHALL BE USED BY THE PUBLIC DURING ANY PORTION OF THE MEETING EXCEPT DURING RECOGNITION AND AWARD CEREMONIES."

VIRTUAL PARTICIPATION

Members of the public may also join the meeting via Zoom at (https://zoom.us/j/3056636338) and participate. In addition, a dedicated phone line will be available so that any individual who does not wish (or is unable) to use Zoom, may listen to and participate in the meeting by dialing +1-786-635-1003 Meeting ID: 3056636338. The public may merely view the meeting live on the City's website: (https://www.southmiamifl.gov/102/Agendas-Minutes) ("Granicus") as well as Channel 667.

A. SILENCE OR TURN OFF ALL CELL PHONES

B. ROLL CALL

C. PRAYER/MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE

E. PRESENTATIONS

E1. Employee of the Quarter - Q4 2025 Winner - Andrea Gaitan

E2. South Miami United - Certificate of Recognition

E3. SoMi Business Holiday Decorating Contest Winner - Giancarlo's Jewelry Designs

E4. SoMi Residents Home Holiday Decorating Contest Winners - The Kroeger Family

E5. Kimley-Horn - South Miami Vulnerability Assessment - Final Presentation
SouthMiami_PublicPresentation.pdf

F. ADD-ON ITEM(S)

G. LOBBYIST(S) ADDRESSING THE CITY COMMISSION TONIGHT MUST HAVE BEEN REGISTERED WITH THE CITY CLERK

H. APPROVAL OF MINUTES

H1. 11.18.25
12.02.25
11.18.25.docx
12.02.25.docx

I. CITY MANAGER'S REPORT

I1. City Manager's Report
1-20_CM Report_January 20_2026.docx

J. CITY ATTORNEY'S REPORT

[City Attorney reminder: Remarks are limited to those matters that are not quasi-judicial. Any comment on a quasi-judicial matter may be made when the item is called and the speaker is under oath.]

K. PUBLIC REMARKS

L. COMMISSION REPORTS, DISCUSSION & REMARKS

(25 minutes)

M. DISCUSSION ITEM(S)

M1. Service on Multiple Boards - Commissioner Rodriguez
4C77111-Memo_Re_Service_on_Multiple_Boards_CAv5.docx

M2. Affordable Housing RFP - Commissioner Rodriguez
Memo re Discussion of Affordable Housing RFP.docx
4CN4220-Draft - Request for Proposals - Lease and Development Essential Affordable Housing - TR 1-13-26.docx

M3. MetroConnect - Commissioner Rodriguez

M4. Marshall Williamson designated historic house for sale - Commissioner Calle

N. BOARDS AND COMMITTEES, APPOINTMENTS, ETC.

O. CONSENT AGENDA

1. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING THE RENEWAL OF SERVICES WITH CIVICPLUS, LLC FOR WEBSITE HOSTING, SUPPORT, AND MOBILE APPLICATION INTEGRATION FOR A 1-YEAR PERIOD IN AN AMOUNT NOT TO EXCEED $64,042.53; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION; CORRECTIONS; AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER)
   Memo_Civic_Plus_Renewals_2026___With_chatbot_.docx
   Reso Civic Plus Renewal Fy25 26 CAv2.DOCX
   Invoice_345576.pdf
   30f3a00c-afa8-41ed-ba50-43a5a62cbe26.pdf
   Credit Memo_5266559_NS_FILE.pdf
   Exhibit A - South Miami and CivicPlus.pdf

2. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE WAIVER OF CERTAIN EVENT-RELATED FEES AND COSTS IN AN AMOUNT NOT TO EXCEED $17,177.80 PURSUANT TO SECTION 15B-6 OF THE CITY CODE FOR A SPECIAL EVENT KNOWN AS THE "2026 UNITY-REUNION MUSIC FESTIVAL" PRESENTED BY THE SOUTH MIAMI BLACK CULTURAL AFFAIRS FOUNDATION, INC. TO BE HELD SATURDAY, FEBRUARY 28, 2026, AT MURRAY PARK; PROVIDING FOR APPLICABILITY OF OTHER CODE REQUIREMENTS; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PARKS, RECREATION & CULTURAL DEPT.)
   Memo - Unity Festival 2026.docx
   Resolution 2026 Unity Festival Event Fee Waiver.DOCX
   Complete Application - 2026 Unity Festival.pdf
   Resolution #002-25-16294 - Special Event Fee Waiver Policy.pdf

P. RESOLUTION(S)

3. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING A PROPOSAL AND PROJECT AGREEMENT WITH STANTEC CONSULTING SERVICES INC., FOR A THIRD EXTENSION TO PROVIDE OWNER'S REPRESENTATIVE PROJECT MANAGEMENT SERVICES FOR THE SEPTIC-TO-SEWER CONVERSION, SUBAREA K, PHASE 1 PROJECT, IN AN AMOUNT NOT TO EXCEED $25,462; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PUBLIC WORKS & ENGINEERING DEPT.)
   Memo-Third_Extension_of_Agreement (1).docx
   Resolution Approving Stantec Third Extension Owners Rep Services Sewer Project.DOCX
   Exhibit A-Proposal-Owners Representative Extension - thru 04-30-26- for Septic-to-Sewer Conversion - South Miami Subarea K - Phase 1_12182025.pdf
   Exhibit B-Stantec Project Agreement-Third Extension Owners Rep Services-Sewer Project.DOCX

4. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF

ISSUANCE OF THE NOTE; AWARDING THE NOTE TO REGIONS CAPITAL ADVANTAGE, INC., A TENNESSEE CORPORATION (THE "PURCHASER") TO PROVIDE THE FINANCING; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT WITH THE PURCHASER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-FINANCE DEPT.)
regions reso memo.DOCX
4CL888202-Note Resolution v2.doc
4CO509702-Line of Credit Agreement v4.doc

5. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE LEASE AND DEVELOPMENT OF CITY-OWNED PROPERTY LOCATED AT 4795 SW 75TH AVENUE IN UNINCORPORATED MIAMI-DADE COUNTY FOR A SOLID WASTE FACILITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (MAYOR FERNANDEZ)
Memo Solid Waste RFP.docx
Resolution For Solid Waste Facility RFP.docx
Draft - Request for Proposals - Muni Solid Waste Facility v4 - 1-13-26.docx

Q. RESOLUTION(S) PUBLIC HEARING(S)

6. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MULTI-YEAR EMPLOYMENT CONTRACT WITH THE CITY MANAGER AND AUTHORIZING ITS EXECUTION ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER)
Memo Re City Manager Contract.DOCX
4CO2724-Reso Approving Employment Agreement with Manager CAv2.DOC
City Manager Contract - 1-14-26 CLEAN.DOCX
Ad.pdf

R. ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

7. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RETROACTIVELY EXTENDING THE PREVIOUS MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)
CC_Solar_Panel_Moratorium_Extension_CM_Memo__1_.docx
Ordinance_Extending_Solar_Moratorium-2.docx
Ord No 12-25-2525 - Solar Panel Moratorium.pdf
Solar Panel Moratorium Extension Business Impact Estimate Form.docx
Ad.pdf

8. AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16 "PENSIONS", ARTICLE II "CITY PENSION PLAN", BY AMENDING SECTION 16-14 "PENSION BENEFITS AND RETIREMENT DATE"; BY AMENDING

SECTION 16-19 "CONTRIBUTIONS"; BY AMENDING SECTION 16-21 "PURCHASE OF CREDITED SERVICE"; BY AMENDING SECTION 16-28 "DEFERRED RETIREMENT OPTION PLAN ("DROP")", IN ORDER TO EFFECTUATE THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER)

Memo_2_-_Ordinance_Pension_Modifications__Multiplier-Normal_Retirement-Higher_Contribution_rollover_.docx
4CD9317-Pension_Ordinance_Implementing_AFSCME_CBA_CA_v1__2_revised for second reading 1.11.26.docx
2025.10.28-SouthMiami_October2025Projections_Tier2.pdf
BUSINESS IMPACT ESTIMATE - AFSCME Multiplier and Contribution.docx
2025.12.29-ActuarialImpactStatement(GE)-SouthMiami.pdf
Ad.pdf

9. AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-FINANCE DEPT.)

Memo_2_LOC_2025_-_Regions.docx
4CE4048-Ordinance Approving Regions Bank for GO Line of Credit CAv2.DOCX
South Miami LOC RFP Response Summary.pdf
South Miami - Series 2025 General Obligation Line of Credit RFP.pdf
Regions.pdf
Seacoast National Bank - Term sheet.pdf
Truist.pdf
United Community Bank - Term Sheet - 11-4-2025.pdf
BUSINESS IMPACT ESTIMATE - Regions 6.7 LOC.docx
Ad.pdf

10. AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY

MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-FINANCE DEPT.)
Memo_3_LOC_2026_-_Truist_Withdrawl.docx
Ordinance_Approving_G.O_Line_of_Credit_for_Various_Projects_v3.doc
South Miami - Series 2025 General Obligation Line of Credit RFP.pdf
South Miami LOC RFP Response Summary.pdf
Regions.pdf
Seacoast National Bank - Term sheet.pdf
Truist.pdf
United Community Bank - Term Sheet - 11-4-2025.pdf
Ad.pdf
Ad.pdf

11. AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. 3/5 (COMMISSIONER BONICH)
CA_Memo-AIPP_Ordinance.docx
Ordinance Amending Art In Public Places Requirements.DOCX
Exhibit_A-Ordinance_Amending_Art_In_Public_Places_Requirements.docx
Ad.pdf

S. ORDINANCE(S) FIRST READING(S) PUBLIC HEARING(S)

12. AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTION 20-3.3 "PERMITTED USE SCHEDULE," OF THE LAND DEVELOPMENT CODE TO ALLOW CERTAIN MEDICAL AND HEALTH CARE RELATED USES IN THE GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)
Medical_Office_CM_Memo_-_01-10-2026.docx
Ordinance General Retail Permitted Uses - CAv1.docx
4CB8259-Exhibit A-Ordinance-GR Permitted Uses_REV.docx
Healthcare_Use_Business_Impact_Estimate_Form.docx
Ad.pdf

T. ORDINANCE(S) FIRST READING(S)

13. AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTIONS 20-2.3 "DEFINITIONS," 20-3.5 "DIMENSIONAL REQUIREMENTS," 20-3.6 "SUPPLEMENTAL REGULATIONS," AND 20-4.5.1 "TREE PROTECTION" TO REVISE REGULATIONS RELATING TO SINGLE-FAMILY DEVELOPMENT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)
4CO2671-Staff_Memo_-_Ordinance_Amending_Single_Family_Residential_Development_Regulations_-.docx

Ordinance_Amending_Single_Family_Residential_Development_Regulations-First_Reading_January_20.docx
Single-Family_Regs_Business_Impact_Estimate_Form.docx

U. ADJOURNMENT

PURSUANT TO FLORIDA STATUTE 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD, AGENCY OR COMMISSION 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, AFFECTED PERSON 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. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION O1R ADMISSION OR OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.
PURSUANT TO RESOLUTION No. 246-10-13280,"ANY INVOCATION THAT MAY BE OFFERED BEFORE THE START OF REGULAR COMMISSION BUSINESS SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE CITIZEN, FOR THE BENEFIT OF THE COMMISSION AND THE CITIZENS PRESENT. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE COMMISSION, AND THE COMMISSION DOES NOT ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER."

QUASI-JUDICIAL WARNING FOR CITY COMMISSION MEMBERS:

ANY AGENDA ITEM THAT HAS A QUASI-JUDICIAL WARNING IS CONSIDERED TO BE A QUASI-JUDICIAL MATTER. MEMBERS OF THE CITY COMMISSION MAY NOT HAVE ANY VERBAL COMMUNICATION WITH ANYONE, OTHER THAN AT THE MEETING SCHEDULED TO RESOLVE THE MATTER, UNTIL THE MATTER IS RESOLVED AT A PUBLIC MEETING AND THE MEETING IS ADJOURNED. YOU ARE PROHIBITED FROM MAKING ANY INDEPENDENT INVESTIGATION OF THIS MATTER OTHER THAN A SITE VISIT OR MAKING WRITTEN REQUESTS FOR INFORMATION FROM CITY EMPLOYEES AND RECEIVING WRITTEN RESPONSES FROM THEM IN THEIR OFFICIAL CAPACITY. ALL WRITTEN REQUESTS FOR INFORMATION AND RESPONSES THERETO MUST BE FILED WITH THE CLERK AND A COPY MUST ALSO BE SENT TO THE PLANNING AND ZONING DIRECTOR IF THE MATTER INVOLVES A LAND RELATED ISSUE. YOU MAY NOT HAVE ANY VERBAL COMMUNICATION WITH CITY EMPLOYEES REGARDING THIS MATTER. YOU MAY NOT ENTER ONTO SOMEONE'S PROPERTY WITHOUT THEIR PERMISSION. FURTHERMORE, YOU MAY NOT DISCUSS THE MATTER WITH THE PROPERTY OWNER OR ANYONE ELSE, INCLUDING NEIGHBORS. YOU MUST, IN WRITING, ADVISE THE CLERK OF THE DATE AND TIME OF YOUR SITE VISIT AND, IF THIS MATTER INVOLVES LAND USE, YOU MUST ALSO SEND A COPY TO THE PLANNING AND ZONING DIRECTOR. ALL INFORMATION THAT YOU OBTAIN ON THIS MATTER, OTHER THAN YOUR PERSONAL OBSERVATIONS AT A SITE VISIT AND WRITTEN INFORMATION PROVIDED BY STAFF, MUST BE PRESENTED TO YOU AT THE DULY NOTICED PUBLIC MEETING DURING WHICH THE APPLICANT SHALL BE GIVEN AN OPPORTUNITY TO PRESENT THE APPLICATION AND ANY EVIDENCE IN SUPPORT OF THE APPLICATION. IF THERE IS A BREAK IN THE MEETING, YOU MAY NOT ALLOW OTHERS TO SPEAK TO YOU ABOUT THE MATTER OR ALLOW THEM TO PROVIDE YOU WITH ANY INFORMATION ABOUT THE MATTER. IF THE MATTER REQUIRES MORE THAN ONE HEARING, YOU MAY NOT DISCUSS THE MATTER WITH ANYONE, UNTIL THE MATTER IS RESOLVED BY A FINAL WRITTEN RESOLUTION OR, IF APPLICABLE, ORDINANCE, AND, EVEN THEN, NOT UNTIL THE MEETING IS ADJOURNED. IF YOU RECEIVE AN EMAIL OR ANY WRITTEN OR PRINTED INFORMATION ABOUT THE MATTER BEFORE THE ADJOURNMENT OF THE HEARING AT WHICH A FINAL DECISION IS MADE FROM ANYONE OTHER THAN CITY EMPLOYEES ACTING IN THEIR OFFICIAL CAPACITY, YOU MAY READ IT BUT YOU ARE NOT ALLOWED TO RESPOND TO IT AND YOU ARE REQUIRED TO IMMEDIATELY PROVIDE A COPY OF ANY WRITTEN COMMUNICATION OR DOCUMENT YOU RECEIVE CONCERNING THIS MATTER TO THE CITY CLERK, AND A COPY MUST ALSO BE SENT TO THE PLANNING AND ZONING DIRECTOR IF THE MATTER INVOLVES A LAND RELATED ISSUE. IN ADDITION, IF YOU RECEIVE ANY VERBAL, OR WRITTEN COMMUNICATION (OTHER THAN WHAT HAS ALREADY BEEN DELIVERED TO THE CLERK AND THE PLANNING AND ZONING DIRECTOR) YOU ARE REQUIRED TO DISCLOSE IT AT THE PUBLIC MEETING AND, IF IT WAS VERBAL, YOU ARE REQUIRED TO WRITE A MEMORANDUM THAT INCLUDES THE INFORMATION RECEIVED AND THE NAME AND ADDRESS OF THE PERSON PROVIDING THE INFORMATION, AS WELL AS THE DATE, TIME AND PLACE WHERE THE COMMUNICATION TOOK PLACE. THIS DOCUMENT MUST BE DELIVERED AS SOON THEREAFTER AS POSSIBLE TO THE CITY CLERK, AND IF APPLICABLE TO A LAND RELATED ISSUE, A COPY MUST ALSO BE DELIVERED TO THE PLANNING AND ZONING DIRECTOR.

WARNING REGARDING EX PARTE COMMUNICATIONS:

"EX PARTE COMMUNICATIONS" ARE WRITTEN OR VERBAL EXCHANGES BETWEEN AN ELECTED OR APPOINTED PUBLIC OFFICIAL, AND AN APPLICANT, HIS OR HER REPRESENTATIVES, OR A CITIZEN OR OTHER THIRD-PARTY OUTSIDE OF THE PUBLIC QUASI-JUDICIAL HEARING WHICH IS THE SUBJECT OF THE EXCHANGE. THE FLORIDA LEGISLATURE BY THE ADOPTION OF SECTION 286.0115(1), FLORIDA STATUTES, HAS AUTHORIZED THE ADOPTION OF LOCAL ORDINANCES ALLOWING EX PARTE COMMUNICATIONS IF CERTAIN PROCEDURES ARE FOLLOWED TO ENSURE THAT THE WRITTEN OR VERBAL EXCHANGE IS MADE PUBLIC, WHICH IS DESIGNED TO REMOVE ANY PRESUMPTION OF PREJUDICE THAT WOULD OTHERWISE RESULT IF THE EXCHANGE WERE KEPT PRIVATE AND NOT DISCLOSED. EX PARTE COMMUNICATIONS MUST BE PUBLICLY DISCLOSED PRIOR TO OR AT THE QUASI-JUDICIAL HEARING AT WHICH THE DECISION IS TO BE MADE. ALL DECISIONS MADE AT A QUASI-JUDICIAL HEARING MUST BE BASED ON COMPETENT SUBSTANTIAL EVIDENCE. VERBAL EX PARTE COMMUNICATIONS ARE HEARSAY, ARE NOT COMPETENT EVIDENCE, AND MAY NOT FORM THE SOLE BASIS FOR MAKING ANY

QUASI-JUDICIAL DECISIONS, BUT THEY MAY BE USED TO SUPPORT OR EXPLAIN OTHER COMPETENT EVIDENCE.

PURSUANT TO ORDINANCE §2-2.1, CITY CODE, THE SOUTH MIAMI CITY COMMISSION HAS ADOPTED THESE PROCEDURES TO ALLOW THE USE OF EX-PARTE COMMUNICATIONS AS FOLLOWS:

1. **THE ELECTED OR APPOINTED PUBLIC OFFICIAL SHALL DISCLOSE IN WRITING THE SUBJECT OF THE COMMUNICATION AND THE IDENTITY OF THE PERSON, GROUP, OR ENTITY WITH WHOM THE COMMUNICATION TOOK PLACE, AS SOON AS PRACTICABLE AFTER THE COMMUNICATION TAKES PLACE, WITH THE CITY CLERK AND MADE A PART OF THE RECORD AT THE HEARING BEFORE FINAL ACTION ON THE MATTER.**
2. **A LOCAL PUBLIC OFFICIAL MAY READ A WRITTEN COMMUNICATION FROM ANY PERSON. ANY WRITTEN COMMUNICATION THAT RELATES TO QUASI-JUDICIAL ACTION PENDING BEFORE A LOCAL PUBLIC OFFICIAL, SHALL NOT BE PRESUMED PREJUDICIAL TO THE ACTION, PROVIDED SUCH WRITTEN COMMUNICATION IS DISCLOSED AND MADE A PART OF THE RECORD BEFORE FINAL ACTION ON THE MATTER.**
3. **PUBLIC OFFICIAL MAY CONDUCT INVESTIGATIONS, MAKE SITE VISITS AND RECEIVE EXPERT OPINIONS REGARDING QUASI-JUDICIAL ACTION PENDING OR IMPENDING BEFORE HIM OR HER PROVIDED THAT SUCH ACTIVITIES AND THE EXISTENCE OF SUCH INVESTIGATIONS, SITE VISITS OR EXPERT OPINIONS IS MADE A PART OF THE RECORD BEFORE FINAL ACTION IS TAKEN ON THE MATTER.**
4. **DISCLOSURE MADE PURSUANT TO PARAGRAPHS 1, 2 AND 3 ABOVE MUST BE MADE BEFORE OR DURING THE PUBLIC MEETING AT WHICH A VOTE IS TAKEN ON SUCH MATTERS SO THAT PERSONS WHO HAVE OPINIONS CONTRARY TO THOSE EXPRESSED IN THE EX PARTE COMMUNICATION ARE GIVEN A REASONABLE OPPORTUNITY TO REFUTE OR RESPOND TO THE COMMUNICATION.**

IT IS POSSIBLE THAT IF THE STATUTE OR ORDINANCE DISCUSSED ABOVE, OR A QUASI-JUDICIAL ACTION PENDING BEFORE THE COMMISSION OR BOARD ARE CHALLENGED, THAT A COURT MIGHT FIND THAT NEITHER THE LEGISLATURE NOR THE CITY COMMISSION HAD AUTHORITY TO ENACT THESE PROCEDURES CONCERNING EX PARTE COMMUNICATIONS, WHICH COULD RESULT IN THE ACTION TAKEN BEING REVERSED. YOU THUS PROCEED AT YOUR OWN RISK IN ENGAGING IN SUCH COMMUNICATIONS, AND THEY ARE NOT ENCOURAGED. THEY ARE, HOWEVER, THE POLICY OF THE LEGISLATURE AND CITY COMMISSION, AND UNTIL DETERMINED OTHERWISE BY THE LEGISLATURE OR THE COURTS, ARE LEGALLY PERMITTED BUT NOT WITHOUT POSSIBLE ADVERSE LEGAL CONSEQUENCES TO THE DETRIMENT OF THE CITY AND OTHER PARTIES.

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Clerk
Item Type:	Presentation
Agenda Section:	PRESENTATIONS

Subject:
Employee of the Quarter - Q4 2025 Winner - Andrea Gaitan

Suggested Action:

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Clerk
Item Type:	Presentation
Agenda Section:	PRESENTATIONS

Subject:
South Miami United - Certificate of Recognition

Suggested Action:

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Clerk
Item Type:	Presentation
Agenda Section:	PRESENTATIONS

Subject:
SoMi Business Holiday Decorating Contest Winner - Giancarlo's Jewelry Designs

Suggested Action:

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Clerk
Item Type:	Presentation
Agenda Section:	PRESENTATIONS

Subject:
SoMi Residents Home Holiday Decorating Contest Winners -
The Kroeger Family

Suggested Action:

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Clerk
Item Type:	Presentation
Agenda Section:	PRESENTATIONS

Subject:
Kimley-Horn - South Miami Vulnerability Assessment - Final Presentation

Suggested Action:

Attachments:
SouthMiami_PublicPresentation.pdf

City of South Miami Vulnerability Assessment

Task 12: Public Presentation

Date

FDEP Agreement No. 24PLN20



Kimley»Horn

South Miami
THE CITY OF PLEASANT LIVING



Introduction

This project has been directly funded by the Florida Department of Environmental Protection's Resilient Florida Grant Program.

Resilient Florida Grant Program

- Established 2021
- Statewide Resiliency Effort
- Planning and Implementation Project





Project Objective

To conduct a Vulnerability Assessment compliant with s. 380.093, F.S. identifying risks associated with flooding due to rainfall, storm surge and sea level rise in the City of South Miami.



Achieved by

- Identifying flood depth for various scenarios
- Evaluating flood severity
- Assigning risk levels for each scenario
- Identifying focus areas in particularly vulnerable areas
- Defining adaptation interventions/strategies to increase resilience



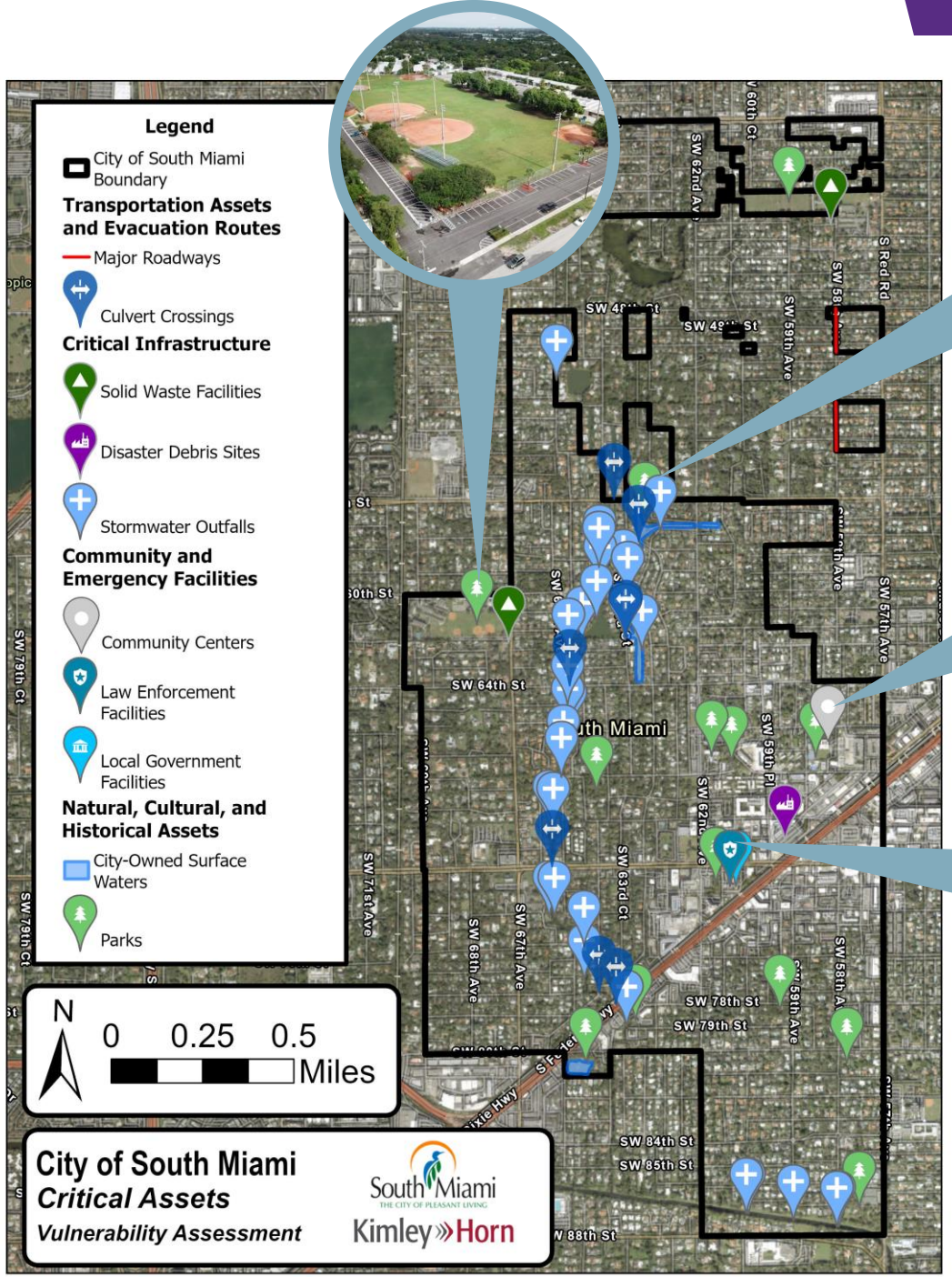
Summary of Project Tasks

1. Identify Vulnerability Assessment Data Standards
2. Kick Off Meeting
3. Assemble Steering Committee
4. Conduct Steering Committee Meetings
5. Public Outreach Meeting #1
6. Acquire Background Data
7. Exposure Analysis
8. Sensitivity Analysis
9. Public Outreach Meeting #2
10. Identify Focus Areas
11. Final Vulnerability Assessment Report, Maps and Tables
12. Public Presentation
13. Adaptation Plan

Data Collection

Asset Inventory

- Transportation Assets & Evacuation Routes
- Critical Infrastructure
- Community & Emergency Facilities
- Natural, Cultural, & Historical Resources







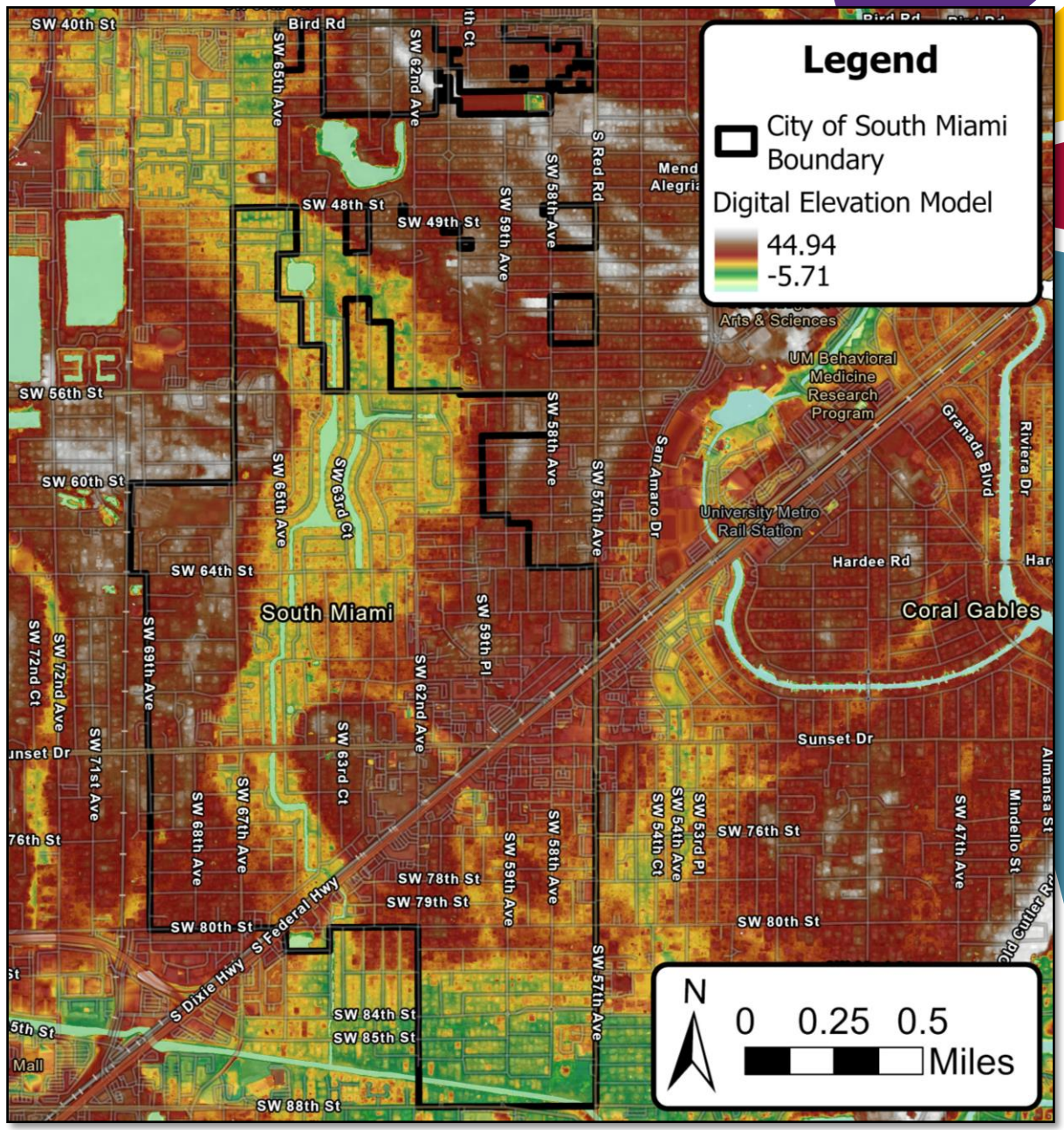


Data Collection

Flood Scenario Data

- Sea Level Rise
- Storm Surge
- Rainfall-Induced Flooding

Topographic Data



Flood Scenarios

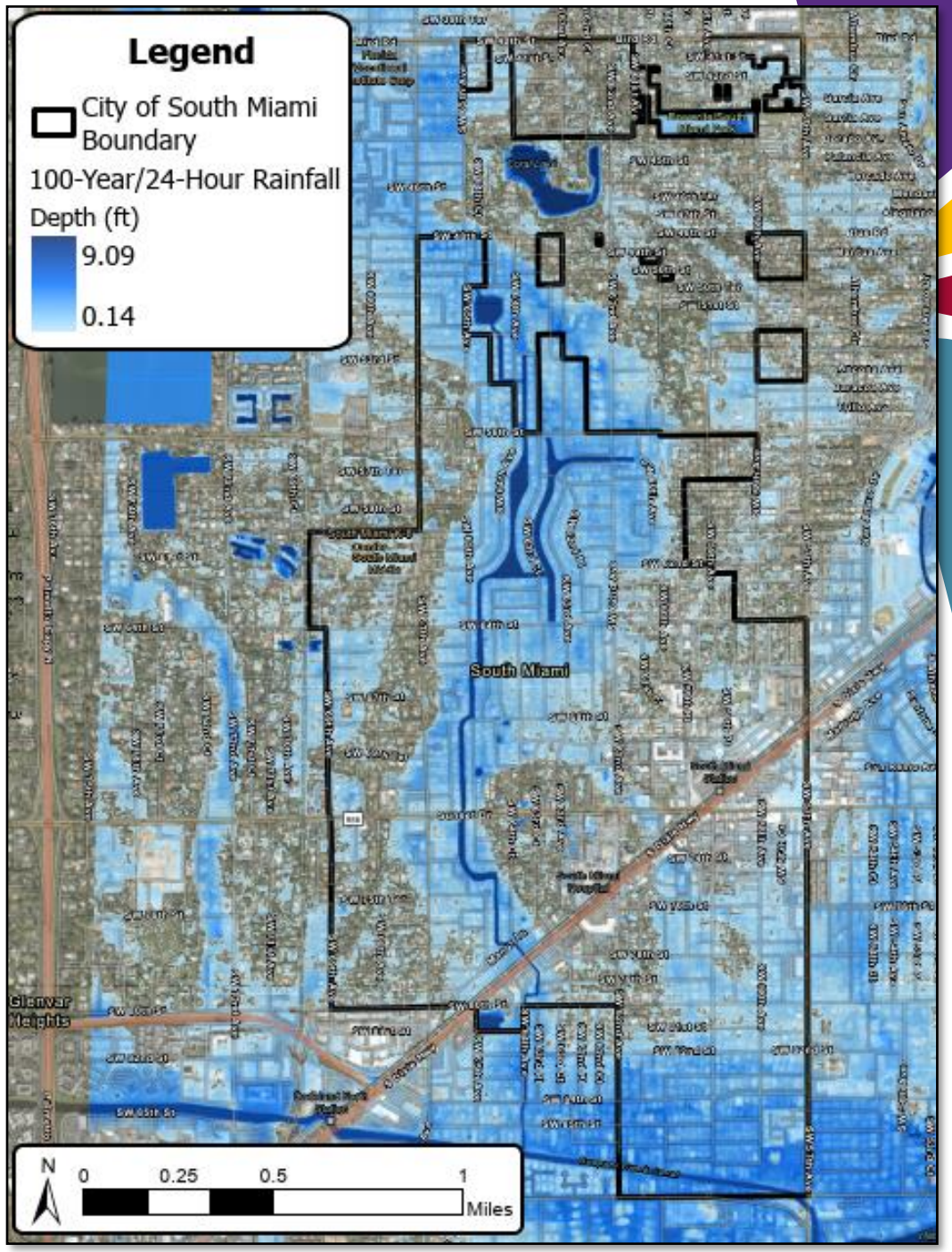
Scenario Number	Scenario Name	Source
Rainfall		
1	100Y24H	NOAA Atlas 14
2	500Y24H	NOAA Atlas 14
3	Future 100Y24H (2050 Low)	NOAA Atlas 14 & FIU CF's
4	Future 100Y24H (2050 High)	NOAA Atlas 14 & FIU CF's
5	Future 100Y24H (2080 Low)	NOAA Atlas 14 & FIU CF's
6	Future 100Y24H (2080 High)	NOAA Atlas 14 & FIU CF's
Sea Level Rise		
7	2050 Intermediate-Low	NOAA 2022
8	2050 Intermediate	NOAA 2022
9	2080 Intermediate-Low	NOAA 2022
10	2080 Intermediate	NOAA 2022
Storm Surge		
11	Storm Surge	FEMA FIS
12	100-Year Rainfall and Storm Surge	FEMA FIS and NOAA Atlas 14
13	Compound Storm Surge (2050 Intermediate-Low)	FEMA & NOAA 2022
14	Compound Storm Surge (2050 Intermediate)	FEMA & NOAA 2022
15	Compound Storm Surge (2080 Intermediate-Low)	FEMA & NOAA 2022
16	Compound Storm Surge (2080 Intermediate)	FEMA & NOAA 2022

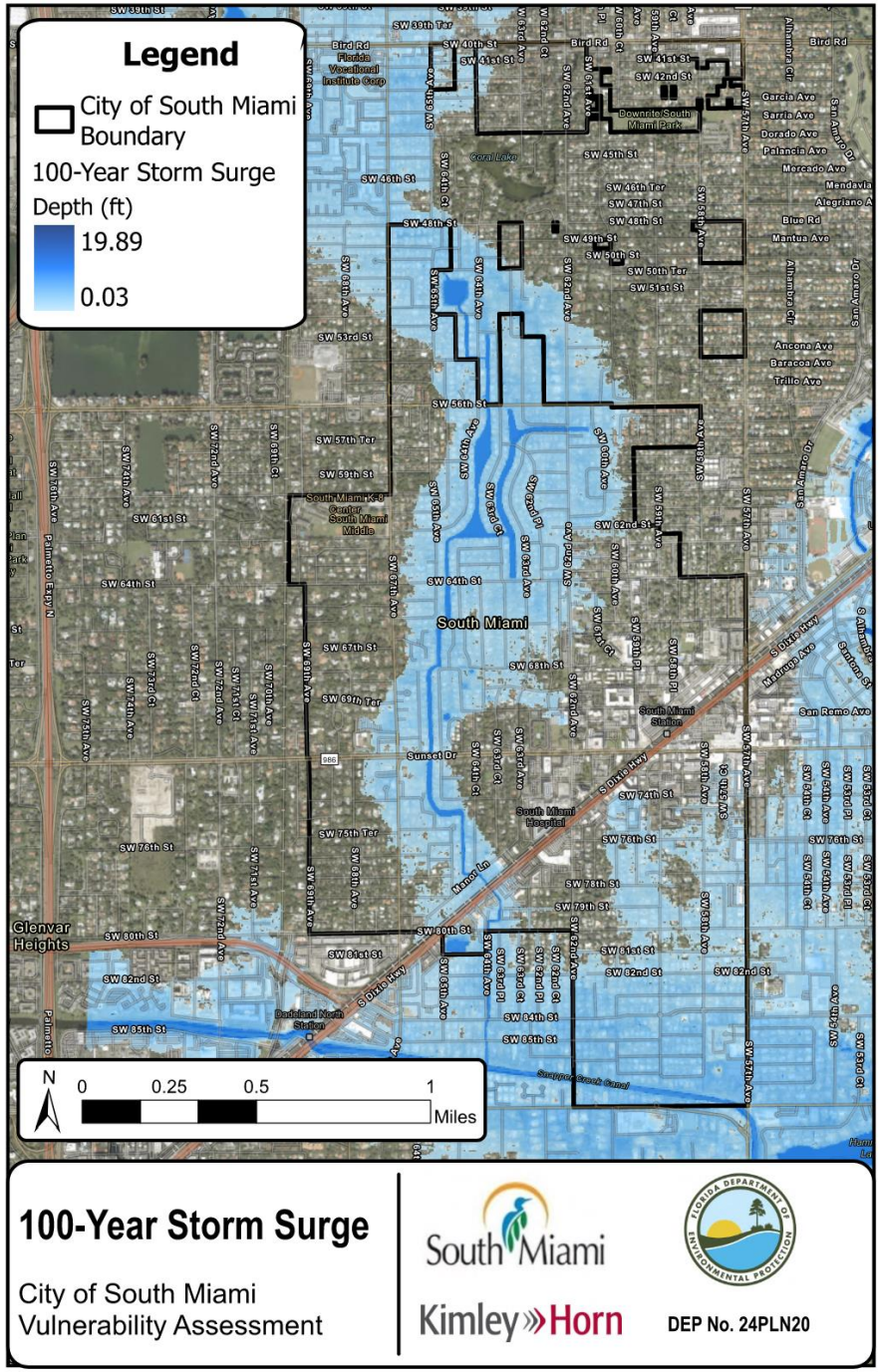
Exposure Analysis

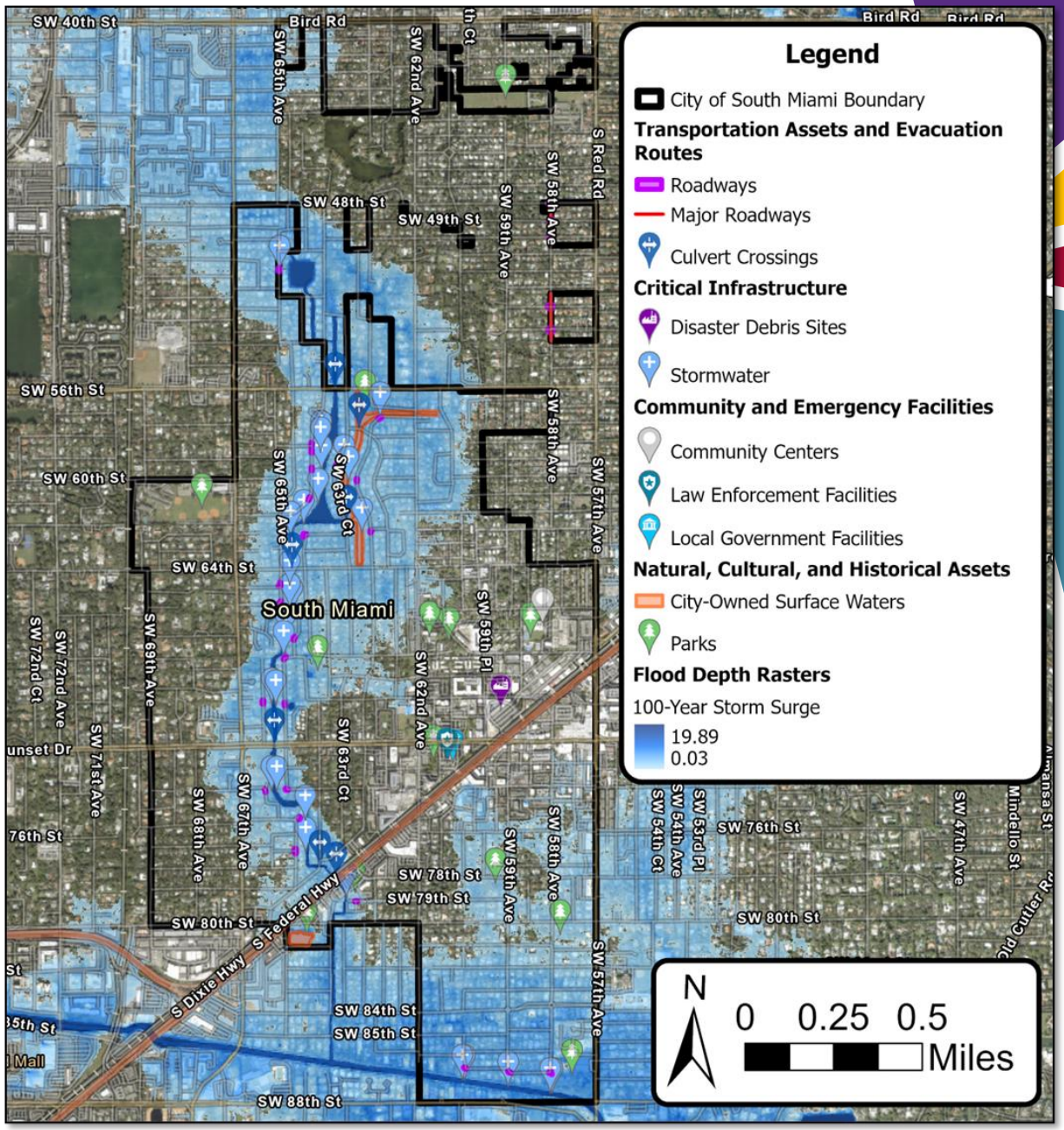
Objective:

To identify the depth of flooding caused by:

- Rainfall
- Sea Level Rise
- Storm Surge
- Compound Flooding
  - Storm Surge + Sea Level Rise
  - Rainfall + Storm Surge




Legend
City of South Miami Boundary
100-Year Storm Surge
Depth (ft)
19.89
0.03
South Miami
Glenvar Heights
N
0
0.25
0.5
1
Miles
100-Year Storm Surge
City of South Miami
Vulnerability Assessment
South Miami
Kimley»Horn
DEP No. 24PLN20


Legend
City of South Miami Boundary
Transportation Assets and Evacuation Routes
Roadways
Major Roadways
Culvert Crossings
Critical Infrastructure
Disaster Debris Sites
Stormwater
Community and Emergency Facilities
Community Centers
Law Enforcement Facilities
Local Government Facilities
Natural, Cultural, and Historical Assets
City-Owned Surface Waters
Parks
Flood Depth Rasters
100-Year Storm Surge
19.89
0.03
South Miami
N
0
0.25
0.5
Miles

Sensitivity Analysis

Objective:

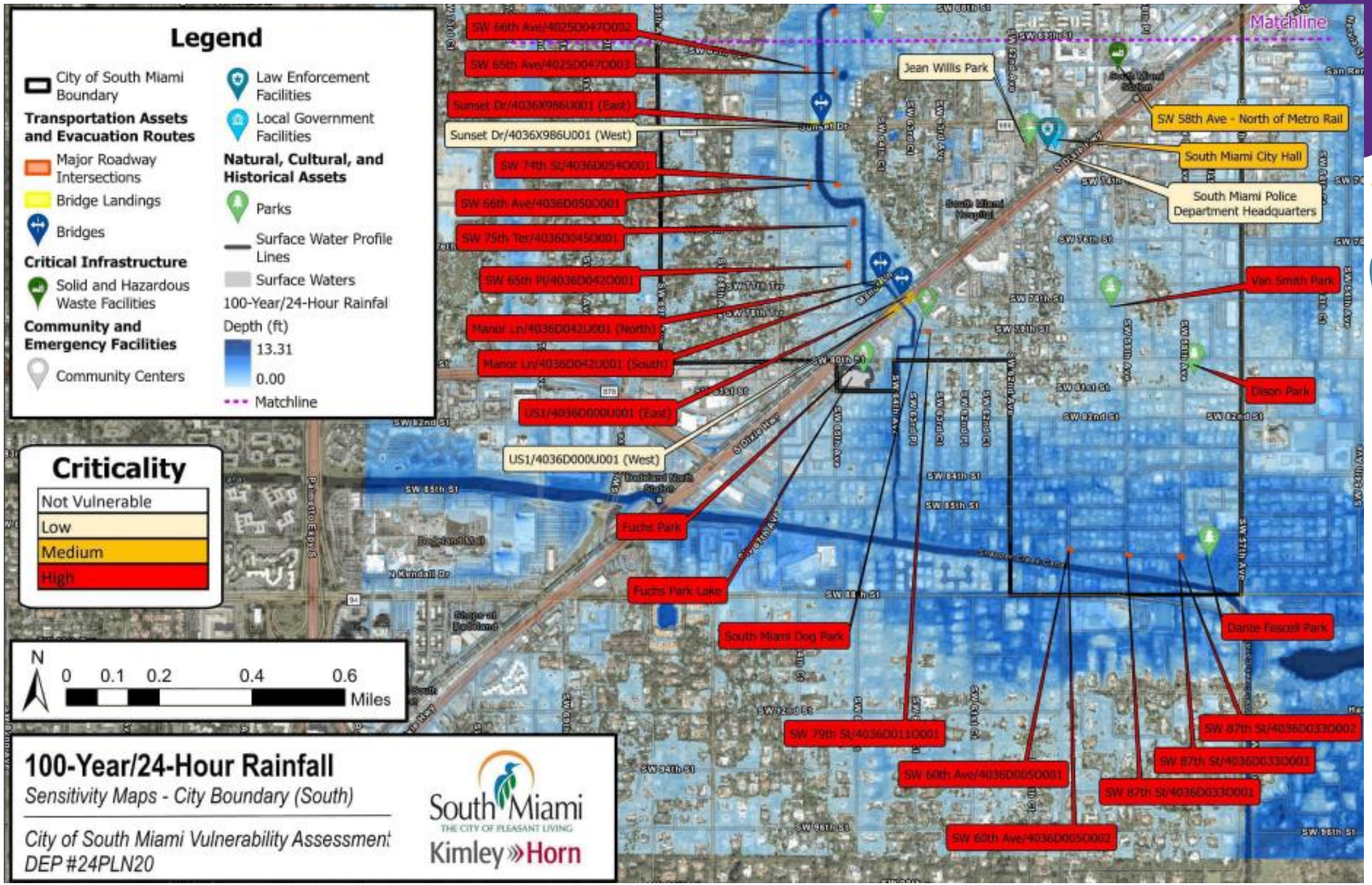
To measure the impact of scenario flooding on assets by assigning a risk level (Low, Medium, High) by comparing flood depths to asset elevations.

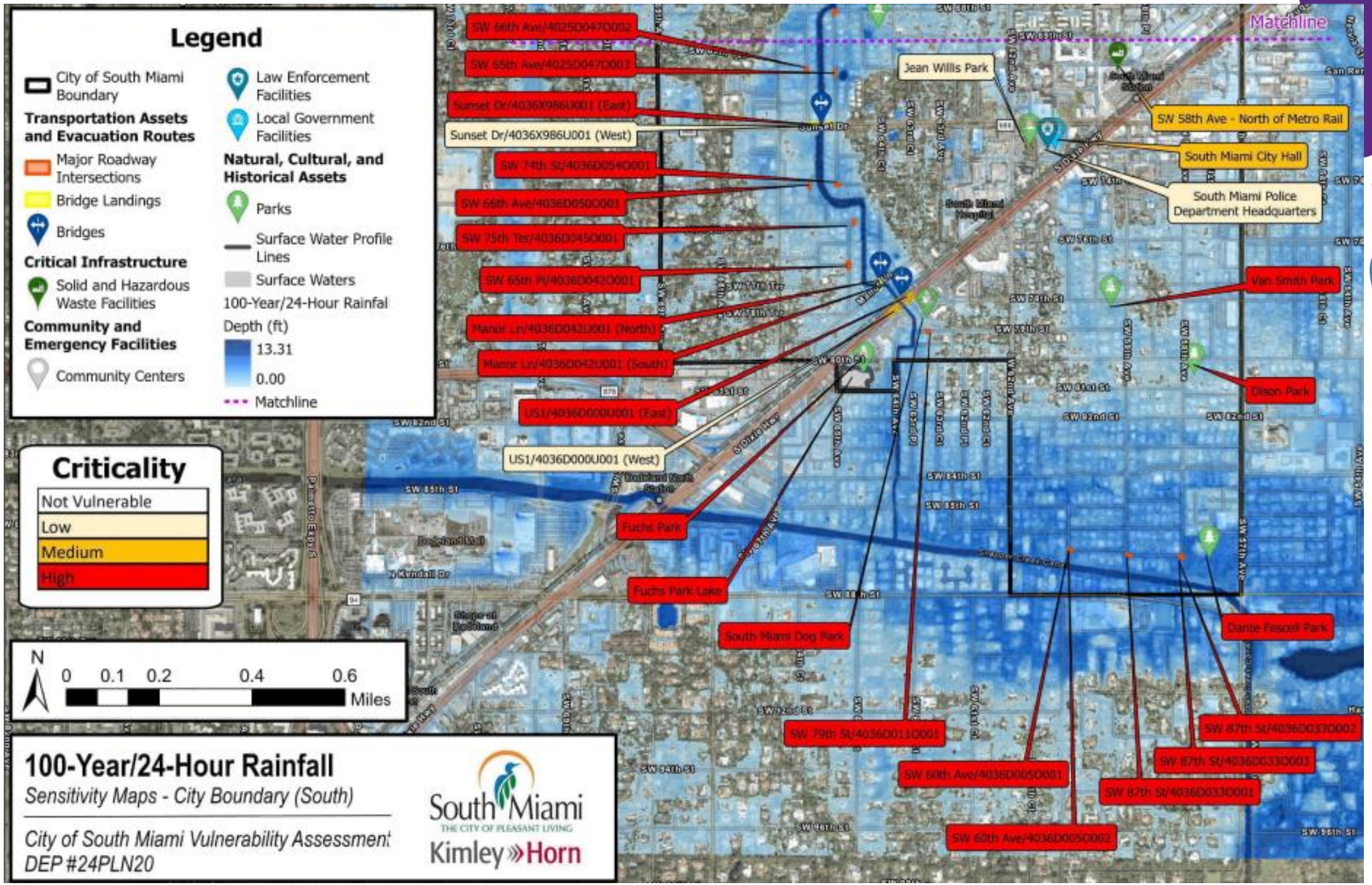
Example Criteria and Sensitivity Results

Legend (Bridges)	
Low	Water level above the shoulder of the roadway
Medium	Water level 0.01-in to 2-in above the centerline (crest) of the roadway
High	Water level more than 2-in above centerline of the roadway

Table 1: Paired Asset-Threat Matrix - Bridges

Asset Name	Critical Elevation		Flood Scenarios - Criticality														
	Shoulder Elevation (ft)	Centerline Elevation (ft)	100Y24H	500Y24H	100Y24H 2050 Low	100Y24H 2050 High	100Y24H 2080 Low	100Y24H 2080 High	2050 Int-Low	2050 Int	2080 Int-Low	2080 Int	100Y Storm Surge	100Y Storm Surge & 100Y Rain	100Y Storm Surge + 2050 Int-Low SLR	100Y Storm Surge + 2050 Int SLR	100Y Storm Surge + 2080 Int-Low SLR	100Y Storm Surge + 2080 Int SLR
SW 63rd Ct (North)	6.09	6.31	H	H	H	H	H	H	-	-	-	-	H	H	H	H	H	H
SW 63rd Ct (South)	5.71	6.13	H	H	H	H	H	H	-	-	-	-	H	H	H	H	H	H
SW 62nd PL/4025D018U002 (West)	5.84	6.06	H	H	H	H	H	H	-	-	-	-	H	H	H	H	H	H
SW 62nd PL/4025D018U002 (East)	5.88	6.37	H	H	H	H	H	H	-	-	-	-	H	H	H	H	H	H
Manor Ln/4036D042U001 (South)	6.46	6.84	H	H	H	H	H	H	-	-	-	-	H	H	H	H	H	H
Manor Ln/4036D042U001 (North)	6.56	6.86	H	H	H	H	H	H	-	-	-	-	H	H	H	H	H	H
SW 56th St/4025D040U001 (West)	6.24	6.67	H	H	H	H	H	H	-	-	-	-	H	H	H	H	H	H
SW 56th St/4025D040U001 (East)	5.85	6.22	H	H	H	H	H	H	-	-	-	-	H	H	H	H	H	H
SW 64th St/4025D040U002 (East)	6.37	6.77	H	H	H	H	H	H	-	-	-	-	H	H	H	H	H	H
SW 64th St/4025D040U002 (West)	7.20	7.35	H	H	H	H	H	H	-	-	-	-	H	H	H	H	H	H
Sunset Dr/4036X986U001 (West)	7.93	9.70	L	H	L	H	L	H	-	-	-	-	L	H	H	H	H	H
Sunset Dr/4036X986U001 (East)	7.69	8.99	H	H	H	H	H	H	-	-	-	-	M	H	H	H	H	H
US1/4036D000U001 (East)	6.94	8.99	H	H	H	H	H	H	-	-	-	-	M	H	H	H	H	H
US1/4036D000U001 (West)	6.82	9.75	L	M	L	M	L	H	-	-	-	-	L	H	M	M	H	H


Legend
City of South Miami Boundary
Transportation Assets and Evacuation Routes
Major Roadway Intersections
Bridge Landings
Bridges
Critical Infrastructure
Solid and Hazardous Waste Facilities
Community and Emergency Facilities
Community Centers
Law Enforcement Facilities
Local Government Facilities
Natural, Cultural, and Historical Assets
Parks
Surface Water Profile Lines
Surface Waters
100-Year/24-Hour Rainfal
Depth (ft)
13.31
0.00
Matchline
Criticality
Not Vulnerable
Low
Medium
High
N
0 0.1 0.2 0.4 0.6
Miles
Matchline
Jean Willis Park
SW 58th Ave - North of Metro Rail
South Miami City Hall
South Miami Police Department Headquarters
Van Smith Park
Dison Park
Dante Fascell Park
Fuchs Park
Fuchs Park Lake
South Miami Dog Park
SW 66th Ave/4025D047O002
SW 65th Ave/4025D047O003
Sunset Dr/4036X986U001 (East)
Sunset Dr/4036X986U001 (West)
SW 74th St/4036D054O001
SW 66th Ave/4036D050O001
SW 75th Ter/4036D045O001
SW 65th Pl/4036D042O001
Manor Ln/4036D042U001 (North)
Manor Ln/4036D042U001 (South)
US1/4036D000U001 (East)
US1/4036D000U001 (West)
SW 79th St/4036D011O001
SW 60th Ave/4036D005O001
SW 60th Ave/4036D005O002
SW 87th St/4036D033O002
SW 87th St/4036D033O003
SW 87th St/4036D033O001
100-Year/24-Hour Rainfall
Sensitivity Maps - City Boundary (South)
City of South Miami Vulnerability Assessment
DEP #24PLN20
South Miami
THE CITY OF PLEASANT LIVING
Kimley»Horn


Legend
City of South Miami Boundary
Transportation Assets and Evacuation Routes
Major Roadway Intersections
Bridge Landings
Bridges
Critical Infrastructure
Solid and Hazardous Waste Facilities
Community and Emergency Facilities
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Manor Ln/4036D042U001 (North)
Manor Ln/4036D042U001 (South)
US1/4036D000U001 (East)
US1/4036D000U001 (West)
SW 79th St/4036D011O001
SW 60th Ave/4036D005O001
SW 60th Ave/4036D005O002
SW 87th St/4036D033O002
SW 87th St/4036D033O003
SW 87th St/4036D033O001
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South Miami
THE CITY OF PLEASANT LIVING
Kimley»Horn

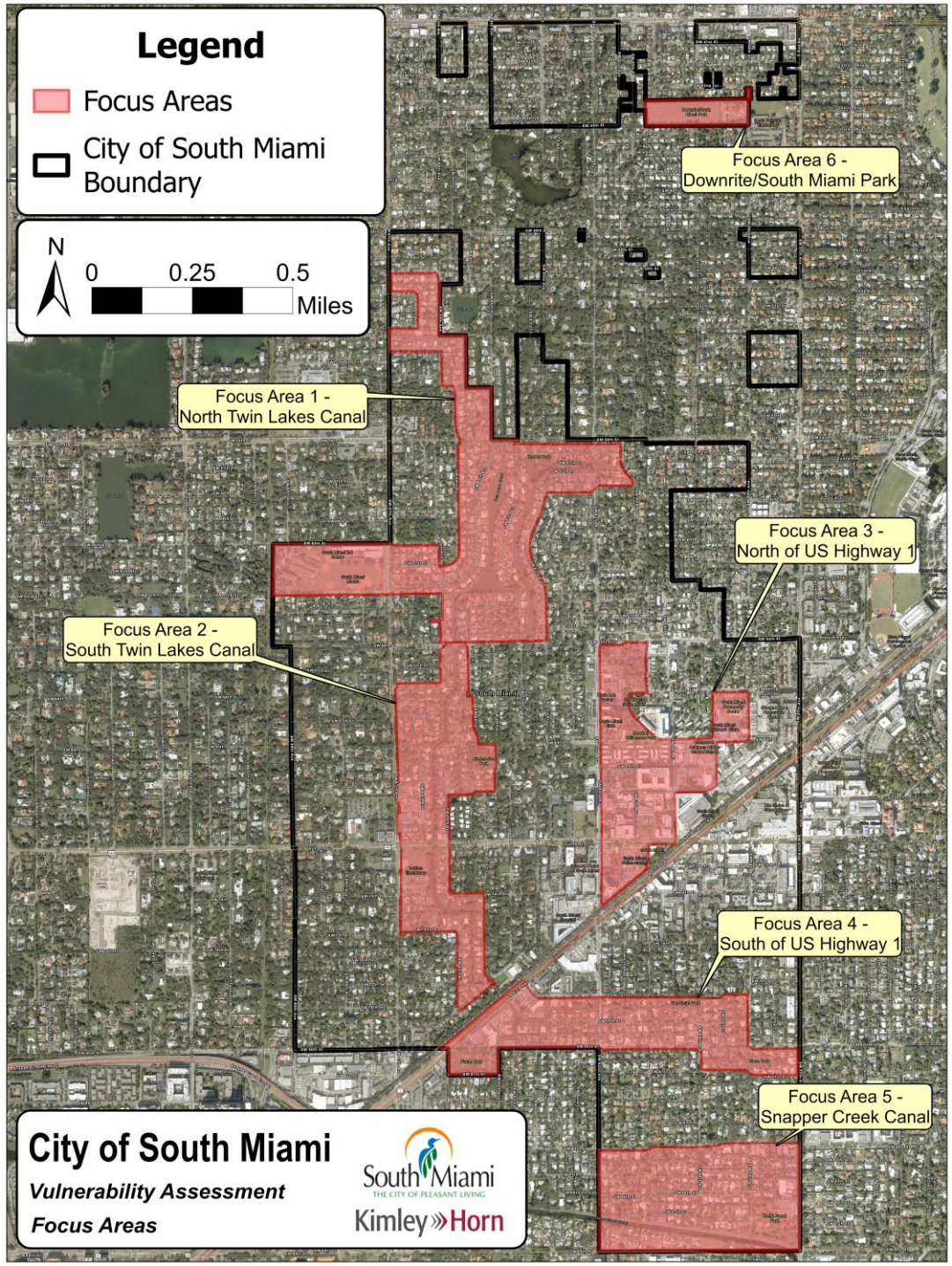
Identify Focus Areas

Objective:

To identify highly vulnerable focus areas within the City which can benefit from future adaptation.

Methodology:

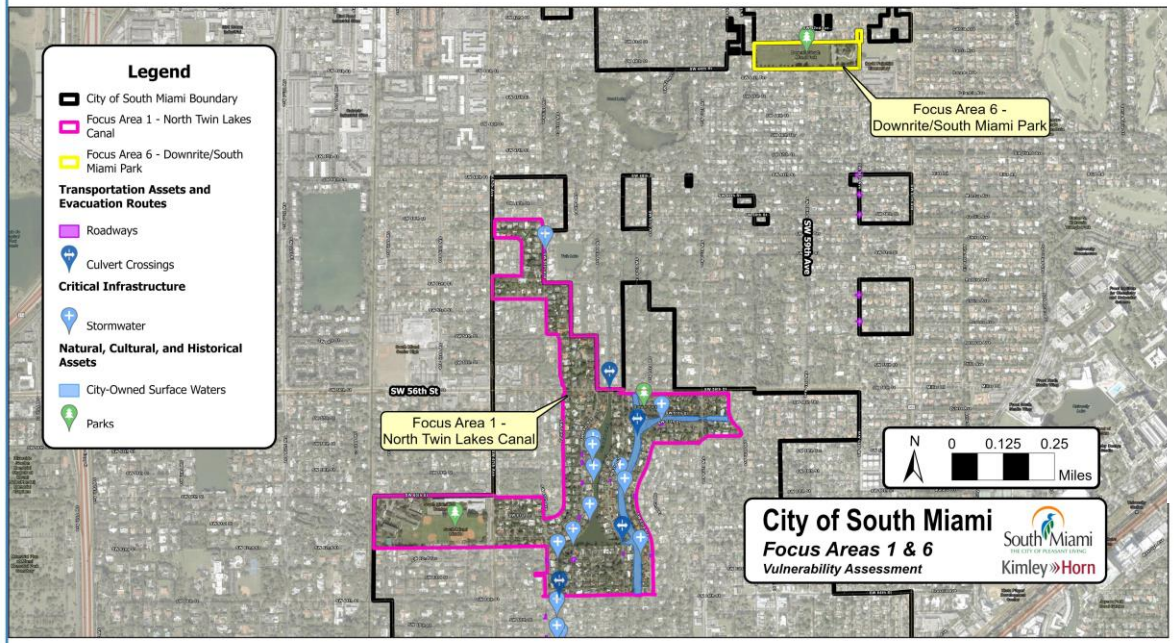
- Exposure/Sensitivity Analysis Results
- City and Resident Input



Identify Focus Areas

CITY OF SOUTH MIAMI
VULNERABILITY ASSESSMENT

South Miami
THE CITY OF PLEASANT LIVING



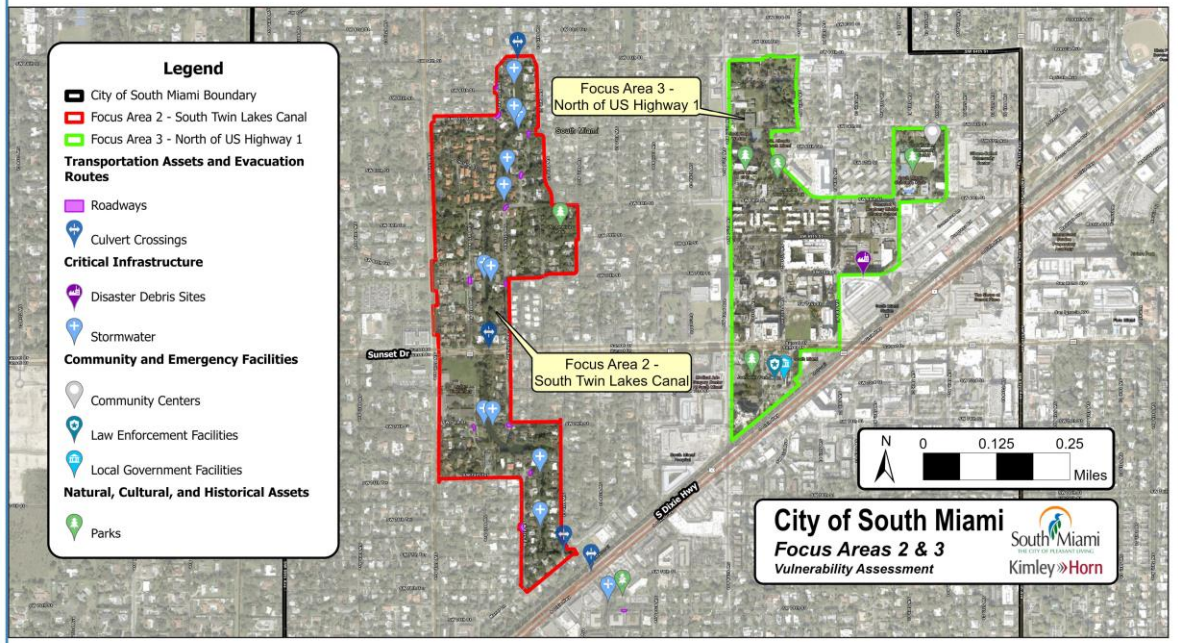
Focus Areas 1 and 6: **North Twin Lakes Canal and Downrite/South Miami Park**

This project has been funded by the Florida Department of Environmental Protection's Resilient Florida Grant Program.

Focus Area 1 and 6

CITY OF SOUTH MIAMI
VULNERABILITY ASSESSMENT

South Miami
THE CITY OF PLEASANT LIVING



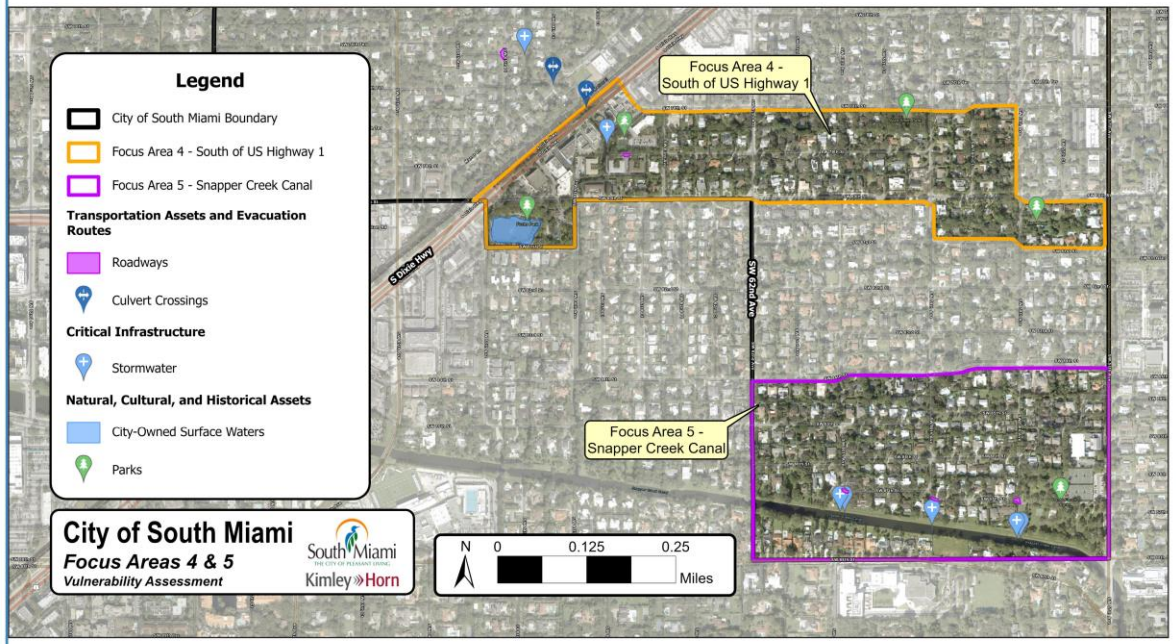
Focus Areas 2 and 3: **South Twin Lakes Canal and North of US Highway 1**

This project has been funded by the Florida Department of Environmental Protection's Resilient Florida Grant Program.

Focus Area 2 and 3

Identify Focus Areas

CITY OF SOUTH MIAMI
VULNERABILITY ASSESSMENT



Focus Areas 4 and 5: **South of US Highway 1 and Snapper Creek Canal**

This project has been funded by the Florida Department of Environmental Protection's Resilient Florida Grant Program.

Focus Area 4 and 5

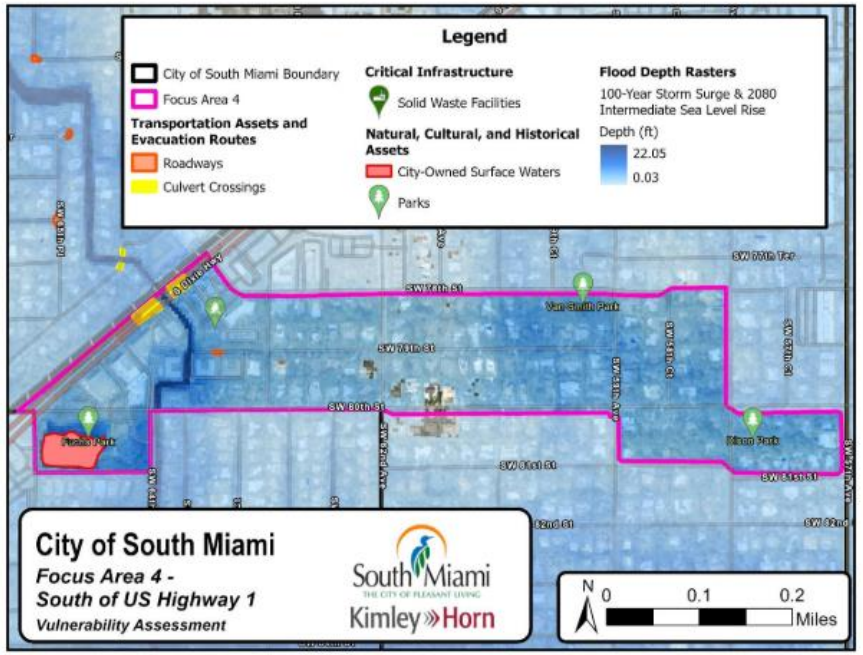


FIGURE 10: FOCUS AREA 4 – SOUTH OF US HIGHWAY 1

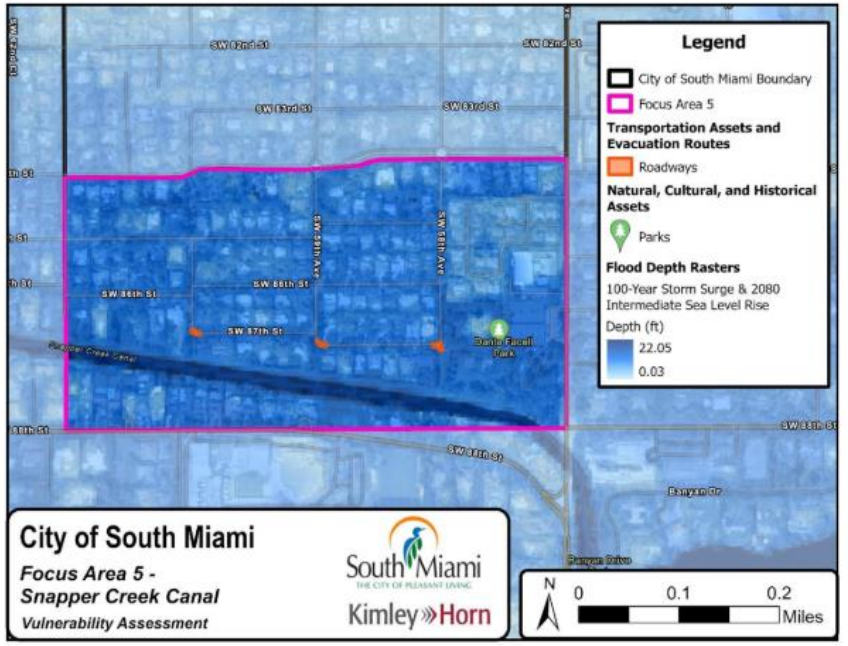


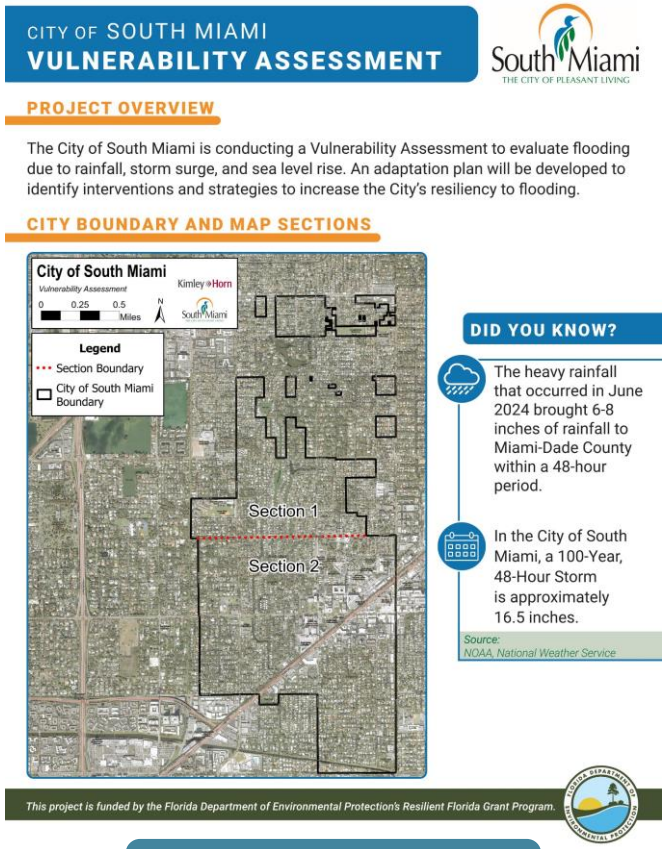
FIGURE 11: FOCUS AREA 5 – SNAPPER CREEK CANAL

Public Outreach

Meetings and Outcomes

- Meeting #1 - February 6, 2025
  - Objective: Project overview and gather data points.
  - Meeting Outcomes: Promote project awareness and attendance for future meetings.

- Meeting #2 - July 17, 2025
  - Objective: Present preliminary results, focus areas and adaptation strategies. Gather feedback and additional data points.
  - Meeting Outcomes: Identify flood prone areas, preliminary adaptation strategies and finalize vulnerability assessment report, tables and maps.

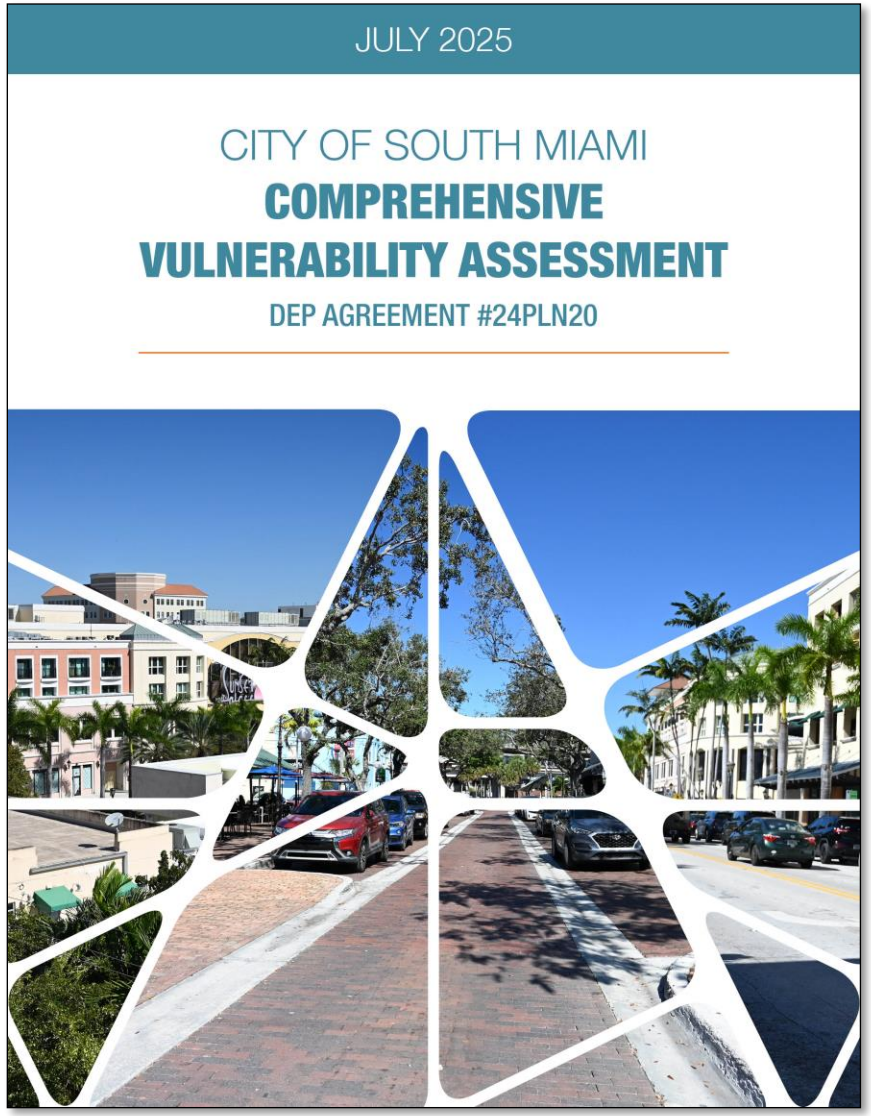


Meeting #1



Meeting #2

Final Vulnerability Assessment



Deliverables:

- Final Vulnerability Assessment
  - List of assets
- Associated GIS Files and Metadata

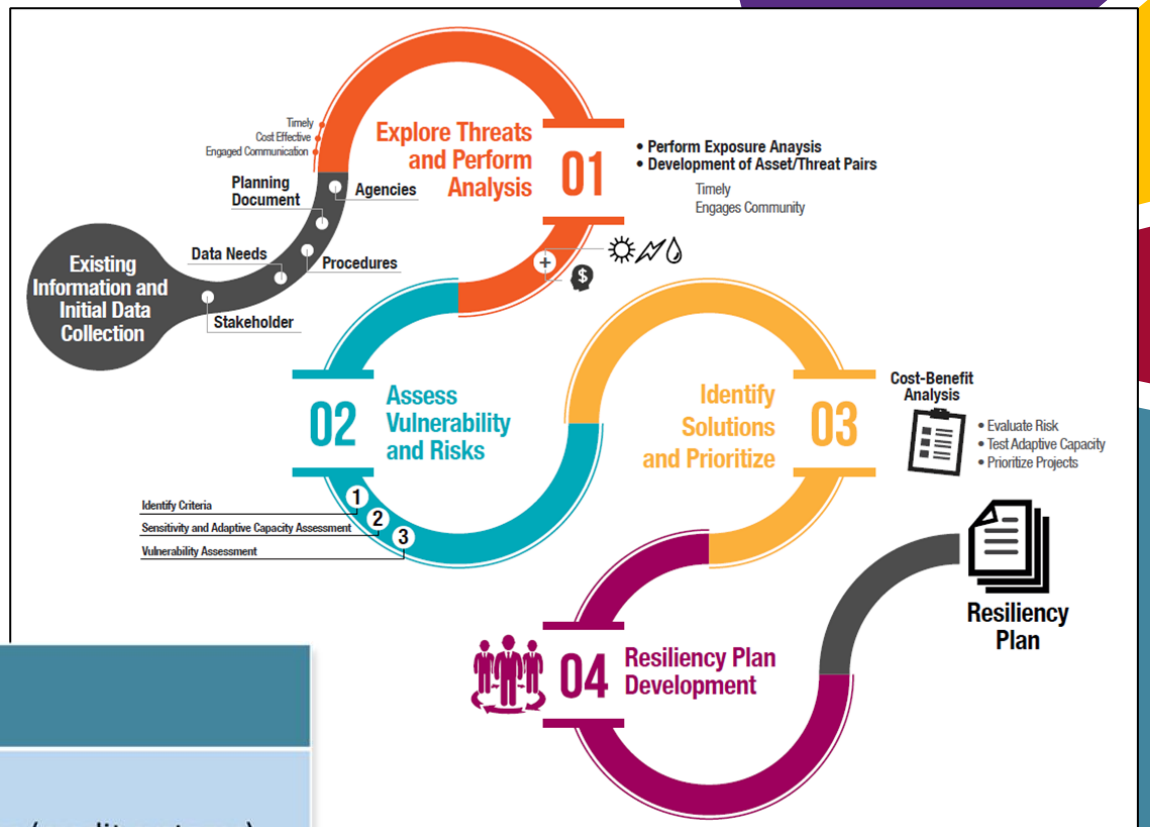




Adaptation Plan

Objective:

To devise adaptation interventions and/or strategies to increase resiliency.



Intervention	Example
Blue, Gray and Green Infrastructure	**Blue** • Regional stormwater facilities (credit systems) • Integrated passive parks with water features
	Gray • Hardening or raising of infrastructure • Adding storage/capacity • Diverting flows
	Green • Living shorelines • Bioswales, upflow filters, filter marshes • Landscaping – green roofs, canopy coverage

Adaptation Strategies



Short Term



Deployable Flood Barriers



Dry Floodproofing



Backflow Preventors



Stormwater Maintenance Program Update

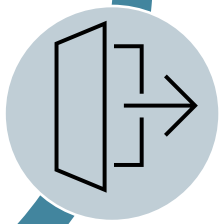
Long Term



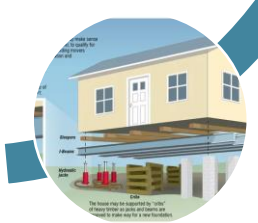
Green and Grey Stormwater Infrastructure



Business Case Evaluation



Asset Abandonment



Elevate Infrastructure



Thank you!

Kimley»Horn

South Miami
THE CITY OF PLEASANT LIVING





CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Clerk
Item Type:	Minutes
Agenda Section:	APPROVAL OF MINUTES

Subject:
11.18.25 12.02.25

Suggested Action:

Attachments:
11.18.25.docx
12.02.25.docx

City of South Miami
Regular City Commission Minutes
November 18, 2025

The City Commission met in regular session on Tuesday, November 18, 2025, beginning at 7:00 p.m. The meeting was held in the City Commission Chamber, 6130 Sunset Drive, South Miami, FL and as a virtual meeting. This virtual meeting was held on the Zoom platform used by the City Clerk for live remote participation.

A) SILENCE OR TURN OFF ALL CELL PHONES

B) ROLL CALL

The following members of the City Commission were present: Vice Mayor Corey, Commissioner Steve Calle, Commissioner Lisa Bonich, and Commissioner Danny Rodriguez.

Mayor Javier Fernández was absent.

Also in attendance were Chip Iglesias, City Manager, Samantha Fraga-Lopez, Deputy City Manager, Lillian Arango, City Attorney, Tony Recio, City Attorney and Nkenga A. Payne, City Clerk.

C) PRAYER/MOMENT OF SILENCE

D) PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited in unison.

E) PRESENTATIONS

E1.) Update: Parks & Recreation Master Plan Study - Kimley-Horn & Associates, Inc.

Quentin Pough introduced Hadley Pearson, Project Coordinator of Kimley-Horn & Associates, for the project. Ms. Pearson gave a PowerPoint presentation of the status of the Parks & Recreation Master Plan.

At this time, it was moved by Commissioner Bonich and seconded by Commissioner Calle to add the add-on item to the agenda. The motion passed unanimously.

G) LOBBYIST(S) ADDRESSING THE CITY COMMISSION TONIGHT MUST HAVE BEEN REGISTERED WITH THE CITY CLERK

H) APPROVAL OF MINUTES

H1.) 10.21.25

Moved by Commissioner Calle, seconded by Commissioner Rodriguez, the motion to approve the minutes of 10.21.25 passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey
	Commissioner Bonich
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

I) CITY MANAGER'S REPORT

I1.) City Manager's Report

Deputy City Manager Fraga-Lopez reported on the following: Parks & Recreation in partnership with Interval International, for the first time will deliver toys for the annual toy give away to South Miami families. Congratulations to the South Miami Grey Ghost Cheerleaders Peewee team who earned 3rd Place and the Varsity Cheerleaders earned 1st Place of the Orange Bowl Cheer Competition. The City's Thanksgiving give away is Friday, November 21st. The ribbon cutting for the restrooms at South Miami Park is scheduled for December 11th.

Police Chief Reo Hatfield updated the Commission that the Police Department remains at full staffing. Recruitment efforts are underway for the two part-time positions. He also mentioned that the Police Department has exceeded in meeting the demographics for the community in their recruitment efforts.

J) CITY ATTORNEY'S REPORT

K) PUBLIC REMARKS

The following individuals spoke during public comments: Jason Lopez, Denise Martinez, John Shaw, Lynn Paddor, Lee Jacobs, and Stephon Leal.

M) DISCUSSION ITEM(S)

M1.) Legacy Sewer Connections - Mayor Fernández

City Manager Iglesias relayed that Mayor Fernández brought this forward for the Commission to consider facilitating some assistance to the residents. One, the City can assist with an application to ask the Environmental Quality Control Board at Miami-Dade County to provide a three-year extension and second to assist and identify any funds that could assist the homeowner with lateral installation.

Alex Munoz, Public Works Director, gave an overview of the issue which is that a small number of residents received mandatory notices from Miami-Dade County's Department of Regulatory and Economic Resources (RER), Division of Environmental Resources Management (DERM), requiring connection to the public sanitary sewer system within 90 days.

After the discussion, the Commission agreed to assist the residents as Mayor Fernández proposed.

N) BOARDS AND COMMITTEES, APPOINTMENTS, ETC.

N1.) Monica Skoko Rodriguez has been appointed by Mayor Fernández to the Green Task Force, as per City Charter Art. II, Sec. 8 A, for a two-year term ending November 18, 2027.

N2.) Erika R. Hubbs has been appointed by Mayor Fernández to the Historic Preservation Board, as per City Charter Art. II, Sec. 8 A, for a two-year term ending November 18, 2027.

O) CONSENT AGENDA

1.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, SELECTING AND AWARDING A CONTRACT TO V ENGINEERING CORP FOR NEW TREE PLANTING IN THE AMOUNT OF $84,050, TOGETHER WITH A $10,000 CONTINGENCY, FOR A TOTAL PROJECT COST IN AN AMOUNT NOT TO EXCEED $94,050 PURSUANT TO INVITATION TO BID NO. PR2026-01; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PARKS, RECREATION & CULTURE DEPT.)

Moved by Commissioner Rodriguez, seconded by Commissioner Calle, the motion to approve RESOLUTION NO. 106-25-16398 OF THE MAYOR AND CITY COMMISSION OF THE CITY

OF SOUTH MIAMI, FLORIDA, SELECTING AND AWARDING A CONTRACT TO V ENGINEERING CORP FOR NEW TREE PLANTING IN THE AMOUNT OF $84,050, TOGETHER WITH A $10,000 CONTINGENCY, FOR A TOTAL PROJECT COST IN AN AMOUNT NOT TO EXCEED $94,050 PURSUANT TO INVITATION TO BID NO. PR2026-01; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey
	Commissioner Bonich
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

2.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING A CHANGE ORDER PURSUANT TO THE CONTRACT FOR CONSTRUCTION WITH MARIO'S PAINTING AND CONSTRUCTION INC. FOR THE GIBSON-BETHEL COMMUNITY CENTER FLOOR REPLACEMENT & MISCELLANEOUS MAINTENANCE PROJECT IN THE AMOUNT OF $18,733.44; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PARKS, RECREATION & CULTURAL DEPT.)

Moved by Commissioner Rodriguez, seconded by Commissioner Calle, the motion to approve RESOLUTION NO. 107-25-16399 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING A CHANGE ORDER PURSUANT TO THE CONTRACT FOR CONSTRUCTION WITH MARIO'S PAINTING AND CONSTRUCTION INC. FOR THE GIBSON-BETHEL COMMUNITY CENTER FLOOR REPLACEMENT & MISCELLANEOUS MAINTENANCE PROJECT IN THE AMOUNT OF $18,733.44; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey
	Commissioner Bonich
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

Q) RESOLUTION(S) PUBLIC HEARING(S)

6.) QUASI-JUDICIAL WARNING:

THE FOLLOWING MATTER IS CONSIDERED TO BE QUASI-JUDICIAL. PLEASE REVIEW THE RESTRICTIONS THAT ARE MORE FULLY SET FORTH AT THE END OF THIS AGENDA.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA [APPROVING/DENYING] AN APPLICATION FOR VARIANCE PURSUANT TO SECTION 20-5.9 OF THE LAND DEVELOPMENT CODE SEEKING A REDUCTION OF LOT SIZE (FRONTAGE) ON LOTS 1 AND 2 OF A PROPOSED PLAT FOR THE PROPERTY LOCATED AT 6240 SW 65 AVENUE WITHIN THE LOW DENSITY SINGLE-FAMILY RESIDENTIAL (RS-3) ZONING DISTRICT; PROVIDING FOR CONDITIONS; CORRECTIONS; IMPLEMENTATION; SEVERABILITY; AND AN EFFECTIVE DATE. 4/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)

This item was deferred to the December 2, 2025 City Commission meeting.

Moved by Commissioner Bonich, seconded by Commissioner Calle, the motion to defer RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA [APPROVING/DENYING] AN APPLICATION FOR VARIANCE PURSUANT TO SECTION 20-5.9 OF THE LAND DEVELOPMENT CODE SEEKING A REDUCTION OF LOT SIZE (FRONTAGE) ON LOTS 1 AND 2 OF A PROPOSED PLAT FOR THE PROPERTY LOCATED AT 6240 SW 65 AVENUE WITHIN THE LOW DENSITY SINGLE-FAMILY RESIDENTIAL (RS-3) ZONING DISTRICT; PROVIDING FOR CONDITIONS; CORRECTIONS; IMPLEMENTATION; SEVERABILITY; AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey
	Commissioner Bonich
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

7.) QUASI-JUDICIAL WARNING:
THE FOLLOWING MATTER IS CONSIDERED TO BE QUASI-JUDICIAL. PLEASE REVIEW THE RESTRICTIONS THAT ARE MORE FULLY SET FORTH AT THE END OF THIS AGENDA.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA [APPROVING/DENYING] AN APPLICATION FOR TENTATIVE PLAT PURSUANT TO SECTION 20-4.2 OF THE LAND DEVELOPMENT CODE SEEKING TO SUBDIVIDE A PROPERTY LOCATED AT 6240 SW 65 AVENUE WITHIN

THE LOW DENSITY SINGLE-FAMILY RESIDENTIAL (RS-3) ZONING DISTRICT; PROVIDING FOR CONDITIONS; CORRECTIONS; IMPLEMENTATION; SEVERABILITY; AND AN EFFECTIVE DATE. 4/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)

This item was deferred to the December 2, 2025 City Commission meeting.

Moved by Commissioner Bonich, seconded by Commissioner Calle, the motion to defer A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA [APPROVING/DENYING] AN APPLICATION FOR TENTATIVE PLAT PURSUANT TO SECTION 20-4.2 OF THE LAND DEVELOPMENT CODE SEEKING TO SUBDIVIDE A PROPERTY LOCATED AT 6240 SW 65 AVENUE WITHIN THE LOW DENSITY SINGLE-FAMILY RESIDENTIAL (RS-3) ZONING DISTRICT; PROVIDING FOR CONDITIONS; CORRECTIONS; IMPLEMENTATION; SEVERABILITY; AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey
	Commissioner Bonich
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

8.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, HOLDING THE SECOND PUBLIC MEETING REQUIRED UNDER SECTION 255.065(3)(C), FLORIDA STATUTES, AND MAKING THE PUBLIC INTEREST DETERMINATION TO PROCEED WITH THE UNSOLICITED PROPOSAL FROM SOMI PADEL CENTER, LLC FOR A PADEL CENTER ON THE ROOFTOP OF THE CITY OF SOUTH MIAMI MUNICIPAL PARKING GARAGE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PROCEED WITH NEGOTIATION OF A COMPREHENSIVE AGREEMENT FOR THE PROJECT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER)

The public hearing on this item was opened and closed with no speakers.

The motion includes that the Commission has evaluated the public interest factors, determining it to be in the public interest and direct the city manager to proceed with the negotiations as an unsolicited proposal without bidding.

Moved by Commissioner Rodriguez, seconded by Commissioner Bonich, the motion to approve RESOLUTION NO. 108-25-16400 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, HOLDING THE SECOND PUBLIC MEETING REQUIRED UNDER SECTION 255.065(3)(C), FLORIDA STATUTES, AND MAKING THE PUBLIC INTEREST DETERMINATION TO PROCEED WITH THE UNSOLICITED PROPOSAL FROM SOMI PADEL CENTER, LLC FOR A PADEL CENTER ON THE ROOFTOP OF THE CITY OF SOUTH MIAMI MUNICIPAL PARKING GARAGE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PROCEED WITH NEGOTIATION OF A COMPREHENSIVE AGREEMENT FOR THE PROJECT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey
	Commissioner Bonich
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

S) ORDINANCE(S) FIRST READING(S) PUBLIC HEARING(S)

11.) AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING A FRANCHISE AND COMPREHENSIVE AGREEMENT WITH SOMI PADEL CENTER, LLC PURSUANT TO SECTION 255.065, FLORIDA STATUTES, FOR A PADEL CENTER ON THE ROOFTOP OF THE CITY OF SOUTH MIAMI MUNICIPAL PARKING GARAGE; PROVIDING FOR THE REQUIRED STATUTORY FINDINGS AND AUTHORIZATIONS PRIOR TO EXECUTION OF THE COMPREHENSIVE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER)

The public hearing on this item was opened and closed with no speakers.

The motion to approve includes a termination after 3 years with 180-day notice.

Moved by Commissioner Bonich, seconded by Commissioner Rodriguez, the motion to approve as amended AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING A FRANCHISE AND COMPREHENSIVE AGREEMENT WITH SOMI PADEL CENTER, LLC PURSUANT TO SECTION 255.065, FLORIDA STATUTES, FOR A PADEL CENTER ON THE ROOFTOP OF THE CITY OF SOUTH MIAMI MUNICIPAL PARKING GARAGE; PROVIDING FOR THE REQUIRED STATUTORY FINDINGS AND

DRAFT

AUTHORIZATIONS PRIOR TO EXECUTION OF THE COMPREHENSIVE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey
	Commissioner Bonich
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

9.) AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTIONS 20-8.2, 20-8.3, 20-8.4, AND 20-8.8 OF ARTICLE VIII "TRANSIT SUPPORTIVE DEVELOPMENT DISTRICT" OF THE LAND DEVELOPMENT CODE TO REVISE REGULATIONS RELATING TO STUDENT HOUSING; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)

Mark Alvarez, Planning Consultant, presented the item to the Commission.

The following individuals spoke during the public hearing on this item: Mario Garcia Sara and Javier Avino.

During the Commission discussion, they gave direction to address the following issues for second reading: to limit zoning, to increase unit size, and more information on how to increase parking.

Moved by Commissioner Bonich, seconded by Commissioner Calle, the motion to approve AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTIONS 20-8.2, 20-8.3, 20-8.4, AND 20-8.8 OF ARTICLE VIII "TRANSIT SUPPORTIVE DEVELOPMENT DISTRICT" OF THE LAND DEVELOPMENT CODE TO REVISE REGULATIONS RELATING TO STUDENT HOUSING; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey
	Commissioner Bonich
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

Q) RESOLUTION(S) PUBLIC HEARING(S)

5.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING A RENEWAL AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES FOR THE SOUTH MIAMI POLICE DEPARTMENT'S COMPUTER-AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM, AND MOBILE FIELD REPORTING SOFTWARE FOR A ONE-YEAR TERM IN THE AMOUNT OF $129,113.37, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-POLICE DEPT.)

The public hearing on this item was opened and closed with no speakers.

Moved by Commissioner Bonich, seconded by Commissioner Calle, the motion to approve RESOLUTION NO. 109-25-16401 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING A RENEWAL AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES FOR THE SOUTH MIAMI POLICE DEPARTMENT'S COMPUTER-AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM, AND MOBILE FIELD REPORTING SOFTWARE FOR A ONE-YEAR TERM IN THE AMOUNT OF $129,113.37, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey
	Commissioner Bonich
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

S) ORDINANCE(S) FIRST READING(S) PUBLIC HEARING(S)

10.) AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, SELECTING AND AWARDING A FRANCHISE AGREEMENT TO MAYA CATERING & EVENTS INC. FOR CONCESSIONAIRE OPERATION AND MANAGEMENT SERVICES AT PALMER PARK AND SOUTH MIAMI PARK FOR A FIVE-YEAR TERM, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. PR2025-14; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND TO ENTER INTO THE FRANCHISE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS,

SEVERABILITY AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PARKS, RECREATION & CULTURAL DEPT.)

The public hearing on this item was opened and closed with no speakers.

Moved by Commissioner Bonich, seconded by Commissioner Calle, the motion to approve AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, SELECTING AND AWARDING A FRANCHISE AGREEMENT TO MAYA CATERING & EVENTS INC. FOR CONCESSIONAIRE OPERATION AND MANAGEMENT SERVICES AT PALMER PARK AND SOUTH MIAMI PARK FOR A FIVE-YEAR TERM, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. PR2025-14; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND TO ENTER INTO THE FRANCHISE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey
	Commissioner Bonich
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

P) RESOLUTION(S)

4.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING THE PROPOSAL AND PROJECT AGREEMENT WITH SRS ENGINEERING, INC. FOR ADDITIONAL DESIGN AND POST-DESIGN SERVICES RELATED TO THE MODIFIED REPAIRS OF THE SW 63RD COURT BRIDGE OVER TWIN LAKE CANAL, FOR A LUMP SUM FEE NOT TO EXCEED $217,159.87; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PUBLIC WORKS)

Moved by Commissioner Rodriguez, seconded by Vice Mayor Corey, the motion to approve RESOLUTION NO. 110-25-16402 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING THE PROPOSAL AND PROJECT AGREEMENT WITH SRS ENGINEERING, INC. FOR ADDITIONAL DESIGN AND POST-DESIGN SERVICES RELATED TO THE MODIFIED REPAIRS OF THE SW 63RD COURT BRIDGE OVER TWIN LAKE CANAL, FOR A LUMP SUM FEE NOT TO EXCEED $217,159.87; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey

Commissioner Bonich
Commissioner Calle
Commissioner Rodriguez

Nay: None

3.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, SELECTING AND AWARDING A CONSTRUCTION CONTRACT TO SOUTHERN ROAD & BRIDGE, LLC FOR THE SW 63RD COURT BRIDGE REPAIRS PROJECT IN THE AMOUNT OF $3,399,862.00, PURSUANT TO SECTION 255.20(C)1. AND 255.20(C)5. FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PUBLIC WORKS DEPT.)

Moved by Commissioner Rodriguez, seconded by Commissioner Bonich, the motion to approve RESOLUTION NO. 111-25-16403 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, SELECTING AND AWARDING A CONSTRUCTION CONTRACT TO SOUTHERN ROAD & BRIDGE, LLC FOR THE SW 63RD COURT BRIDGE REPAIRS PROJECT IN THE AMOUNT OF $3,399,862.00, PURSUANT TO SECTION 255.20(C)1. AND 255.20(C)5. FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea: Vice Mayor Corey
Commissioner Bonich
Commissioner Calle
Commissioner Rodriguez

Nay: None

F) ADD-ON ITEM(S)

F1.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING A REVISED TASK 5 SCOPE OF SERVICES AND FEES, IN AN AMOUNT NOT TO EXCEED $1,151,544.90, FOR THE PROJECT SCOPE FROM PLUS URBIA LLC D/B/A PLUSURBIA DESIGN FOR PLACEMAKING, BRANDING, AND URBAN DESIGN SERVICES FOR THE HOMETOWN DISTRICT LOCATED ON SUNSET DRIVE AND ADJACENT STREETS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PUBLIC WORKS DEPT.)

Moved by Commissioner Calle, seconded by Commissioner Rodriguez, the motion to approve RESOLUTION NO. 112-25-16404 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING A REVISED TASK 5 SCOPE OF SERVICES AND FEES, IN AN AMOUNT NOT TO EXCEED $1,151,544.90, FOR THE PROJECT SCOPE FROM PLUS URBIA LLC D/B/A PLUSURBIA DESIGN FOR PLACEMAKING, BRANDING, AND URBAN DESIGN SERVICES FOR THE HOMETOWN DISTRICT LOCATED ON SUNSET DRIVE AND ADJACENT STREETS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey Commissioner Bonich Commissioner Calle Commissioner Rodriguez
Nay:	None

R) ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

T) ORDINANCE(S) FIRST READING(S)

12.) AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-FINANCE DEPT.)

Moved by Commissioner Calle, seconded by Commissioner Rodriguez, the motion to approve AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE

NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Vice Mayor Corey
	Commissioner Bonich
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

L) COMMISSION REPORTS, DISCUSSION & REMARKS

Commissioner Rodriguez mentioned that he has been on the Commission for a year and loves working with the Commission and staff.

Vice Mayor Corey thanked the City for all of the beautiful holiday decorations.

U) ADJOURNMENT

There being no further business to come before this Body, the meeting was adjourned at 9:40 p.m.

Attest:	Approved:
_____	_____
Nkenga A. Payne	Javier E. Fernández
City Clerk	Mayor

DRAFT

City of South Miami
Regular City Commission Minutes
December 2, 2025

The City Commission met in regular session on Tuesday, December 2, 2025, beginning at 7:00 p.m. The meeting was held in the City Commission Chamber, 6130 Sunset Drive, South Miami, FL and as a virtual meeting. This virtual meeting was held on the Zoom platform used by the City Clerk for live remote participation.

A) SILENCE OR TURN OFF ALL CELL PHONES

B) ROLL CALL

The following members of the City Commission were present: Mayor Javier Fernández, Vice Mayor Brian Corey, Commissioner Steve Calle, Commissioner Lisa Bonich, and Commissioner Danny Rodriguez.

Please note Commissioner Bonich left at 8:07 p.m.

Also in attendance were Chip Iglesias, City Manager, Samantha Fraga-Lopez, Deputy City Manager, Tony Recio, City Attorney, Dani Cimo, City Attorney and Nkenga A. Payne, City Clerk.

C) PRAYER/MOMENT OF SILENCE

D) PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited in unison.

E) PRESENTATIONS

E1.) Presentation of Award- Armour Dance Halloween Decorating Contest Winners

Samantha Mesa, Community Affairs Manager, presented Armour Dance with the 1st Place award for best SoMi Business Halloween decorating contest out of the twelve businesses that participated.

Armour Dance representatives accepted the award, thanked the City and gave an overview of their company.

Quentin Pough, Parks, Recreation and Cultural Director

City Manager Iglesias and the Commission presented Mr. Pough with a Proclamation and gifts for his exceptional leadership while leading the Parks, Recreational and Cultural Department for the past 12 years. Mr. Pough is leaving the City for another position with the City of Fort Lauderdale. They all wished him well in his endeavors and thanked him for his services.

Mr. Pough expressed his deepest gratitude to the City and is thankful for the last 12 years of service to the community.

E2.) Jolt in South Miami

William Watts presented to the Commission with proposed spots for charging stations within the City. After the discussion, the Commission directed Jolt to submit a proposal to the city manager.

F) ADD-ON ITEM(S)

G) LOBBYIST(S) ADDRESSING THE CITY COMMISSION TONIGHT MUST HAVE BEEN REGISTERED WITH THE CITY CLERK

H) APPROVAL OF MINUTES

H1.) 11.04.25

Moved by Commissioner Calle, seconded by Commissioner Bonich, the motion to approve the minutes of 11.04.25 passed by a 5 - 0 vote:

Yea:	Mayor Fernández
	Vice Mayor Corey
	Commissioner Bonich
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

I) CITY MANAGER'S REPORT

I1.) City Manager's Report

DRAFT

Deputy City Manager Fraga-Lopez reported on the following: December 8, 2025 there will be a food distribution event at South Miami Children's Clinic. December 11, 2025 the ribbon cutting ceremony for the new restrooms and concession building at South Miami Park. Congratulations to the Finance team, led by Alfredo Riverol, CFO. The fiscal year 2026 budget has been awarded the distinguished budget prestation award, the highest form of recognition. The City has created a business and residential resource guide, and a marketing campaign for this will go out in January 2026. Santa's Parade of the Elves is Sunday, December 7th. The first holiday village is December 13th, 14th, 20th and 21st. The Public Works staff were acknowledged for the City's outstanding holiday decorations.

J) CITY ATTORNEY'S REPORT

Mayor Fernández mentioned that the city manager's contract is up for renewal and that it will be placed on the next agenda and if members of the Commission have comments to please forward to the attorney.

K) PUBLIC REMARKS

The following spoke during public remarks: Forrest Shaw and Levy Kelly.

L) COMMISSION REPORTS, DISCUSSION & REMARKS

N) BOARDS AND COMMITTEES, APPOINTMENTS, ETC.

N1.) Manuel Menendez II has been appointed by Mayor Fernández to the Green Task Force, as per City Charter Art. II, Sec. 8 A, for a two-year term ending December 2, 2027.

O) CONSENT AGENDA

1.) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING THE CITY COMMISSION MEETING SCHEDULE TO PROVIDE FOR ONLY ONE COMMISSION MEETING DURING THE MONTHS OF DECEMBER 2025 AND JANUARY 2026; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CORRECTIONS AND AN EFFECTIVE DATE. 3/5 (CITY COMMISSION)

Moved by Commissioner Calle, seconded by Commissioner Bonich, the motion to approve RESOLUTION NO. 113-25-16405 OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING THE CITY COMMISSION MEETING SCHEDULE TO PROVIDE FOR ONLY ONE COMMISSION MEETING DURING THE MONTHS OF DECEMBER 2025 AND JANUARY 2026;

PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CORRECTIONS AND AN EFFECTIVE DATE passed by a 5 - 0 vote:

Yea:	Mayor Fernández Vice Mayor Corey Commissioner Bonich Commissioner Calle Commissioner Rodriguez
Nay:	None

3.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF BULK FUEL, INCLUDING GASOLINE DIESEL, AND EQUIPMENT, FROM SUNSHINE GASOLINE DISTRIBUTORS, INC., UTILIZING THE TERMS, CONDITIONS, AND PRICING OF MIAMI-DADE COUNTY CONTRACT NO. ENV001442, FOR THE CITY'S VEHICLE FLEET IN AN AMOUNT NOT TO EXCEED $329,580 FOR FISCAL YEAR 2025-2026; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PUBLIC WORKS DEPT.)

Moved by Commissioner Calle, seconded by Commissioner Bonich, the motion to approve RESOLUTION NO. 114-25-16406 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF BULK FUEL, INCLUDING GASOLINE DIESEL, AND EQUIPMENT, FROM SUNSHINE GASOLINE DISTRIBUTORS, INC., UTILIZING THE TERMS, CONDITIONS, AND PRICING OF MIAMI-DADE COUNTY CONTRACT NO. ENV001442, FOR THE CITY'S VEHICLE FLEET IN AN AMOUNT NOT TO EXCEED $329,580 FOR FISCAL YEAR 2025-2026; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE passed by a 5 - 0 vote:

Yea:	Mayor Fernández Vice Mayor Corey Commissioner Bonich Commissioner Calle Commissioner Rodriguez
Nay:	None

E) PRESENTATIONS continued

E3.) Proposed Ideas for Manor Lane Park - Parks, Recreation & Culture Department

Quentin Pough and John Tyson, Parks, Recreation & Cultural Department Director and Assistant Director, presented three options of the proposed Manor Lane Park. Option 1 with a picnic area, food trucks, heron playground structure and dog park area. Option 2 with natural play equipment terraced lawn area, hill with embankment slide and natural water play. Option 3 with a splash pad.

The following spoke on this item: Jason Lopez and John Palenchar.

After the discussion, the Commission suggested community meetings to get feedback from the residents.

Q) RESOLUTION(S) PUBLIC HEARING(S)

7.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, PROVIDING FOR RATIFICATION OF THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT FROM JUNE 22, 2025, TO JUNE 21, 2028, BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12 AND THE CITY OF SOUTH MIAMI; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER)

Randy Brown, President of Local 3294 AFSCME appeared before the Commission to ask for approval of this item and noted that this was a unanimous vote from the union members for this contract.

The public hearing on this item was opened and closed with no speakers.

Moved by Commissioner Rodriguez, seconded by Commissioner Calle, the motion to approve RESOLUTION NO. 115-25-16407 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, PROVIDING FOR RATIFICATION OF THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT FROM JUNE 22, 2025, TO JUNE 21, 2028, BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12 AND THE CITY OF SOUTH MIAMI; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea: Mayor Fernández
Vice Mayor Corey
Commissioner Calle
Commissioner Rodriguez

Nay: None

T) ORDINANCE(S) FIRST READING(S)

15.) AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16 "PENSIONS", ARTICLE II "CITY PENSION PLAN", BY AMENDING SECTION 16-14 "PENSION BENEFITS AND RETIREMENT DATE"; BY AMENDING SECTION 16-19 "CONTRIBUTIONS"; BY AMENDING SECTION 16-21 "PURCHASE OF CREDITED SERVICE"; BY AMENDING SECTION 16-28 "DEFERRED RETIREMENT OPTION PLAN ("DROP")", IN ORDER TO EFFECTUATE THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION, AND AN EFFECTIVE DATE.

Moved by Commissioner Calle, seconded by Commissioner Rodriguez, the motion to approve AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16 "PENSIONS", ARTICLE II "CITY PENSION PLAN", BY AMENDING SECTION 16-14 "PENSION BENEFITS AND RETIREMENT DATE"; BY AMENDING SECTION 16-19 "CONTRIBUTIONS"; BY AMENDING SECTION 16-21 "PURCHASE OF CREDITED SERVICE"; BY AMENDING SECTION 16-28 "DEFERRED RETIREMENT OPTION PLAN ("DROP")", IN ORDER TO EFFECTUATE THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea: Mayor Fernández
Vice Mayor Corey
Commissioner Calle
Commissioner Rodriguez

Nay: None

Q) RESOLUTION(S) PUBLIC HEARING(S) continued

Attorney Recio read the quasi-judicial procedures for items # 9 & 10 and swore in speakers for these items.

Mayor Fernández, Commissioners Rodriguez and Calle spoke with Gerardo Aguirre, the applicant, regarding the items.

9.) QUASI-JUDICIAL WARNING:
THE FOLLOWING MATTER IS CONSIDERED TO BE QUASI-JUDICIAL. PLEASE REVIEW THE RESTRICTIONS THAT ARE MORE FULLY SET FORTH AT THE END OF THIS AGENDA.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA [APPROVING/DENYING] AN APPLICATION FOR VARIANCE PURSUANT TO SECTION 20-5.9 OF THE LAND DEVELOPMENT CODE SEEKING A REDUCTION OF LOT SIZE (FRONTAGE) ON LOTS 1 AND 2 OF A PROPOSED PLAT FOR THE PROPERTY LOCATED AT 6240 SW 65 AVENUE WITHIN THE LOW DENSITY SINGLE-FAMILY RESIDENTIAL (RS-3) ZONING DISTRICT; PROVIDING FOR CONDITIONS; CORRECTIONS; IMPLEMENTATION; SEVERABILITY; AND AN EFFECTIVE DATE. 4/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)

The public hearing on this item was opened and closed with no speakers.

Moved by Commissioner Calle, seconded by Commissioner Rodriguez, the motion to approve RESOLUTION NO. 116-25-16408 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA APPROVING AN APPLICATION FOR VARIANCE PURSUANT TO SECTION 20-5.9 OF THE LAND DEVELOPMENT CODE SEEKING A REDUCTION OF LOT SIZE (FRONTAGE) ON LOTS 1 AND 2 OF A PROPOSED PLAT FOR THE PROPERTY LOCATED AT 6240 SW 65 AVENUE WITHIN THE LOW DENSITY SINGLE-FAMILY RESIDENTIAL (RS-3) ZONING DISTRICT; PROVIDING FOR CONDITIONS; CORRECTIONS; IMPLEMENTATION; SEVERABILITY; AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Mayor Fernández
	Vice Mayor Corey
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

10.) QUASI-JUDICIAL WARNING:

THE FOLLOWING MATTER IS CONSIDERED TO BE QUASI-JUDICIAL. PLEASE REVIEW THE RESTRICTIONS THAT ARE MORE FULLY SET FORTH AT THE END OF THIS AGENDA.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA [APPROVING/DENYING] AN APPLICATION FOR TENTATIVE PLAT PURSUANT TO SECTION 20-4.2 OF THE LAND DEVELOPMENT CODE SEEKING TO SUBDIVIDE A PROPERTY LOCATED AT 6240 SW 65 AVENUE WITHIN THE LOW DENSITY SINGLE-FAMILY RESIDENTIAL (RS-3) ZONING DISTRICT; PROVIDING FOR CONDITIONS; CORRECTIONS; IMPLEMENTATION; SEVERABILITY; AND AN EFFECTIVE DATE. 4/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)

The public hearing on this item was opened and closed with no speakers.

Moved by Commissioner Calle, seconded by Commissioner Rodriguez, the motion to approve RESOLUTION NO. 117-25-16409 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA APPROVING AN APPLICATION FOR TENTATIVE PLAT PURSUANT TO SECTION 20-4.2 OF THE LAND DEVELOPMENT CODE SEEKING TO SUBDIVIDE A PROPERTY LOCATED AT 6240 SW 65 AVENUE WITHIN THE LOW DENSITY SINGLE-FAMILY RESIDENTIAL (RS-3) ZONING DISTRICT; PROVIDING FOR CONDITIONS; CORRECTIONS; IMPLEMENTATION; SEVERABILITY; AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Mayor Fernández
	Vice Mayor Corey
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

P) RESOLUTION(S)

2.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE WAIVER OF CERTAIN EVENT-RELATED FEES AND COSTS IN AN AMOUNT NOT TO EXCEED $6,522 PURSUANT TO SECTION 15B-6 OF THE CITY CODE FOR A SPECIAL EVENT KNOWN AS THE "2026 DAS RENN TREFFEN PORSCHE CAR SHOW" PRESENTED BY PETROL BREWS, LLC TO BE HELD FRIDAY JANUARY 16, 2026 - SUNDAY, JANUARY 18, 2026, AT THE SHOPS AT SUNSET PLACE AND ADJACENT STREETS; PROVIDING FOR APPLICABILITY OF OTHER CODE REQUIREMENTS; PROVIDING FOR

IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PARKS, RECREATION & CULTURAL DEPT.)

Commissioner Calle pulled this item from Consent to allow Alvaro Rodriguez to speak about the event.

Moved by Commissioner Calle, seconded by Vice Mayor Corey, the motion to approve RESOLUTION NO. 118-25-16410 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE WAIVER OF CERTAIN EVENT-RELATED FEES AND COSTS IN AN AMOUNT NOT TO EXCEED $6,522 PURSUANT TO SECTION 15B-6 OF THE CITY CODE FOR A SPECIAL EVENT KNOWN AS THE "2026 DAS RENN TREFFEN PORSCHE CAR SHOW" PRESENTED BY PETROL BREWS, LLC TO BE HELD FRIDAY JANUARY 16, 2026 - SUNDAY, JANUARY 18, 2026, AT THE SHOPS AT SUNSET PLACE AND ADJACENT STREETS; PROVIDING FOR APPLICABILITY OF OTHER CODE REQUIREMENTS; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Mayor Fernández
	Vice Mayor Corey
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

5.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING THE SCHEDULE OF FEES AND FINES, BUILDING DIVISION SCHEDULE, TO UPDATE FEES IN CONNECTION WITH CONSTRUCTION, INCLUDING PLANS REVIEW, ADMINISTRATION, AND INSPECTIONS; ESTABLISHING THE BUILDING SPECIAL REVENUE FUND TO ENSURE COMPLIANCE WITH SECTION 553.80, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)

Suramy Cabrera, Development Services Director, presented this item.

Moved by Commissioner Calle, seconded by Vice Mayor Corey, the motion to approve RESOLUTION NO. 119-25-16411 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING THE SCHEDULE OF FEES AND FINES, BUILDING DIVISION SCHEDULE, TO UPDATE FEES IN CONNECTION WITH CONSTRUCTION, INCLUDING PLANS REVIEW, ADMINISTRATION, AND INSPECTIONS; ESTABLISHING THE BUILDING SPECIAL REVENUE FUND TO ENSURE COMPLIANCE WITH SECTION 553.80, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Mayor Fernández
	Vice Mayor Corey
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

R) ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

12.) AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTIONS 20-8.2, 20-8.3, 20-8.4, AND 20-8.8 OF ARTICLE VIII "TRANSIT SUPPORTIVE DEVELOPMENT DISTRICT" OF THE LAND DEVELOPMENT CODE TO REVISE REGULATIONS RELATING TO STUDENT HOUSING; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE. 4/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)

Attorney Recio read the following changes from the 1st reading:

line 14: the word ~~solely~~ was changed to primarily;

line 63, ~~thirteen (13)~~ was changed to fourteen (14);

line 65 where the chart ends the following was added,

Off-Campus Student Apartments	permitted [2]	not permitted	Permitted[3]

[1] Permitted only as an accessory, ancillary, incidental use to off-campus student apartments in a building on properties within the TSNA subdistrict that abut or are across a right-of-way from college- or university-owned property, such that the building remains a residential use. The total floor area of any ancillary use(s) shall not exceed 20% of the building's ground floor area.

[2] Off-campus student apartments are permitted as a stand-alone use only, and only on properties within the TSNA subdistrict that abut or are across a right-of-way from college- or university-owned property. See Section 20-8.4 for additional requirements.

[3] Permitted only on properties within the TODA subdistrict that abut SW 59th Place or SW 70th Street.;

lines 88 and 91 were changed to reflect the same language as the chart (line 65 above);

line 106 the following language was added, (viii) Requirements (v) through (vii) above, and any operational conditions relating to parking, transit coordination, and other matters shall be included as covenants enforceable by the City within the Development Agreement recorded against the property in form and substance acceptable to the City Attorney.;

line 117, the following was added,

Off-Campus Student Apartments	150 ~~100~~ square feet per bedroom[1]

[1]The area of a bedroom shall include all private space separated from a door to the common area of a unit, except that for one-bedroom units, the entire unit shall be considered as the bedroom area.

eliminated the bedroom density

~~Maximum off-campus student apartment density~~	~~400 bedrooms per acre~~	~~N/A~~	~~400 bedrooms per acre~~

[a] Density for student housing shall be determined by the number of bedrooms calculated at a rate of 3.5 x the number of units per acre permitted in the subdistrict.

[b~~a~~] Off-campus student apartments shall only be permitted on properties within the TSNA subdistrict that abut or are across a right-of-way from college- or university-owned property.;

line 136, clarifying the TSNA is entirely residential; First Story Mezzanine, exempting off campus student housing from the restriction;

above line 155,

Off-Campus Student Apartment	0.5 spaces per bedroom[a]	0.5 spaces per bedroom[b]

line 178 added,

(d)Within the TODA, additional bicycle parking above the minimum required shall count towards up to five percent (5%) of vehicle parking requirements at a ratio of 6 additional bicycle parking spaces for every one vehicle space being replaced.;

and line 192 added, Horizontal tandem (stacked) parking spaces and mechanically stacked parking spaces may be permitted toward the off-street parking requirement for student housing and mixed-uses.

The public hearing on this item was opened and closed with no speakers.

Moved by Commissioner Calle, seconded by Vice Mayor Corey, the motion to approve as amended ORDINANCE NO. 28-25-2541 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTIONS 20-8.2, 20-8.3, 20-8.4, AND 20-8.8 OF ARTICLE VIII "TRANSIT SUPPORTIVE DEVELOPMENT DISTRICT" OF THE LAND DEVELOPMENT CODE TO REVISE REGULATIONS RELATING TO STUDENT HOUSING; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Mayor Fernández
	Vice Mayor Corey
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

14.) AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING A FRANCHISE AND COMPREHENSIVE AGREEMENT WITH SOMI PADEL CENTER, LLC PURSUANT TO SECTION 255.065, FLORIDA STATUTES, FOR A PADEL CENTER ON THE ROOFTOP OF THE CITY OF SOUTH MIAMI MUNICIPAL PARKING GARAGE; PROVIDING FOR THE REQUIRED STATUTORY FINDINGS AND AUTHORIZATIONS PRIOR TO EXECUTION OF THE COMPREHENSIVE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER)

City Manager Iglesias noted two changes from the first reading: a provision for cancellations for convenience at the four-year mark and provide for a 12 months' notice. The other change is for years between 5 and 10, a notice provision for cancellations for convenience with a 180 day notice.

Commissioner Rodriguez would like to add a provision limiting the capability of liquor sales.

The public hearing on this item was opened and closed with no speakers.

Moved by Commissioner Rodriguez, seconded by Vice Mayor Corey, the motion to approve as amended ORDINANCE NO. 29-25-2542 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING A FRANCHISE AND COMPREHENSIVE AGREEMENT WITH SOMI PADEL CENTER, LLC PURSUANT TO SECTION 255.065, FLORIDA STATUTES, FOR A PADEL CENTER ON THE ROOFTOP OF THE CITY OF SOUTH MIAMI MUNICIPAL PARKING GARAGE; PROVIDING FOR THE REQUIRED STATUTORY FINDINGS AND

AUTHORIZATIONS PRIOR TO EXECUTION OF THE COMPREHENSIVE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea: Mayor Fernández
Vice Mayor Corey
Commissioner Calle
Commissioner Rodriguez

Nay: None

13.) AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-FINANCE DEPT.)

Moved by Mayor Fernández, seconded by Commissioner Rodriguez, the motion to defer to the January 20, 2026 City Commission meeting AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea: Mayor Fernández
Vice Mayor Corey
Commissioner Calle
Commissioner Rodriguez

Nay: None

T) ORDINANCE(S) FIRST READING(S) continued

17.) AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-FINANCE DEPT.)

Moved by Commissioner Calle, seconded by Vice Mayor Corey, the motion to approve AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea: Mayor Fernández
Vice Mayor Corey
Commissioner Calle
Commissioner Rodriguez

Nay: None

R) ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S) continued

DRAFT

11.) AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, SELECTING AND AWARDING A FRANCHISE AGREEMENT TO MAYA CATERING & EVENTS INC. FOR CONCESSIONAIRE OPERATION AND MANAGEMENT SERVICES AT PALMER PARK AND SOUTH MIAMI PARK FOR A FIVE-YEAR TERM, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. PR2025-14; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND TO ENTER INTO THE FRANCHISE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PARKS, RECREATION & CULTURAL DEPT.)

Mayor Fernández asked that a gross annual concession revenue report is provided during the duration of the contract.

The public hearing on this item was opened and closed with no speakers.

Moved by Mayor Fernández, seconded by Vice Mayor Corey, the motion to approve as amended ORDINANCE NO. 30-25-2543 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, SELECTING AND AWARDING A FRANCHISE AGREEMENT TO MAYA CATERING & EVENTS INC. FOR CONCESSIONAIRE OPERATION AND MANAGEMENT SERVICES AT PALMER PARK AND SOUTH MIAMI PARK FOR A FIVE-YEAR TERM, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. PR2025-14; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND TO ENTER INTO THE FRANCHISE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Mayor Fernández
	Vice Mayor Corey
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

T) ORDINANCE(S) FIRST READING(S) continued

16.) AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. 3/5 (COMMISSIONER BONICH)

DRAFT

Moved by Commissioner Calle, seconded by Vice Mayor Corey, the motion to approve AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Mayor Fernández
	Vice Mayor Corey
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

P) RESOLUTION(S) continued

4.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF (I) TWO 2026 FORD F-150 POLICE RESPONDER VEHICLES FROM DUVAL FORD, LLC PURSUANT TO BRADFORD COUNTY SHERIFF'S OFFICE CONTRACT NO. BCSO 22-27-1.0 IN THE AMOUNT OF $103,523.08; (II) EMERGENCY EQUIPMENT AND INSTALLATION SERVICES FROM STROBES-R-US, LLC PURSUANT TO BROWARD COUNTY SHERIFF'S OFFICE CONTRACT NO. 23004AP IN THE AMOUNT OF $31,302.30; (III) DECALS AND INSTALLATION SERVICES FROM DORAL DIGITAL REPROGRAPHICS, CORP. PURSUANT TO CITY OF DORAL CONTRACT NO. 2023-09 IN THE AMOUNT OF $1,541.64; AND (IV) ONE GRAPPLER POLICE BUMPER SYSTEM AND INSTALLATION SERVICES FROM STOCK ENTERPRISES, LLC IN THE AMOUNT OF $9,104.08, FOR A TOTAL EXPENDITURE AMOUNT OF $145,471.10; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-POLICE DEPT.)

Moved by Vice Mayor Corey, seconded by Commissioner Calle, the motion to approve RESOLUTION NO. 120-25-16412 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF (I) TWO 2026 FORD F-150 POLICE RESPONDER VEHICLES FROM DUVAL FORD, LLC PURSUANT TO BRADFORD COUNTY SHERIFF'S OFFICE CONTRACT NO. BCSO 22-27-1.0 IN THE AMOUNT OF $103,523.08; (II) EMERGENCY EQUIPMENT AND INSTALLATION SERVICES FROM STROBES-R-US, LLC PURSUANT TO BROWARD COUNTY SHERIFF'S OFFICE CONTRACT NO. 23004AP IN THE AMOUNT OF $31,302.30; (III) DECALS AND INSTALLATION SERVICES FROM DORAL DIGITAL REPROGRAPHICS, CORP. PURSUANT TO CITY OF DORAL CONTRACT NO. 2023-09 IN THE AMOUNT OF $1,541.64; AND (IV) ONE GRAPPLER POLICE BUMPER SYSTEM AND INSTALLATION SERVICES FROM STOCK ENTERPRISES, LLC IN THE AMOUNT OF $9,104.08, FOR A TOTAL EXPENDITURE AMOUNT OF

$145,471.10; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Mayor Fernández Vice Mayor Corey Commissioner Calle Commissioner Rodriguez
Nay:	None

Q) RESOLUTION(S) PUBLIC HEARING(S) continued

6.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE LEASE OF MOBILE DATA TERMINAL EQUIPMENT WITH DOCKING STATIONS FROM PCN STRATEGIES INC., FOR THE POLICE DEPARTMENT PURSUANT TO OMNIA PARTNERS CONTRACT R250307, IN THE AMOUNT OF $148,421.67 FOR 36 MONTHS WITH ANNUAL PAYMENTS OF $49,473.89; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-POLICE DEPT.)

The public hearing on this item was opened and closed with no speakers.

Moved by Commissioner Calle, seconded by Commissioner Rodriguez, the motion to approve RESOLUTION NO. 121-25-16413 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE LEASE OF MOBILE DATA TERMINAL EQUIPMENT WITH DOCKING STATIONS FROM PCN STRATEGIES INC., FOR THE POLICE DEPARTMENT PURSUANT TO OMNIA PARTNERS CONTRACT R250307, IN THE AMOUNT OF $148,421.67 FOR 36 MONTHS WITH ANNUAL PAYMENTS OF $49,473.89; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Mayor Fernández Vice Mayor Corey Commissioner Calle Commissioner Rodriguez
Nay:	None

8.) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE (3) YEAR AGREEMENT WITH BENCHMARK ANALYTICS LLC FOR THE SOUTH MIAMI POLICE DEPARTMENT'S PERSONNEL MANAGEMENT, INTERNAL AFFAIRS, FIELD TRAINING, PERFORMANCE EVALUATION, AND EARLY-INTERVENTION

SOFTWARE AT A TOTAL COST OF $39,000.00, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE-YEAR TERMS; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-POLICE DEPT.)

The public hearing on this item was opened and closed with no speakers.

Moved by Commissioner Calle, seconded by Vice Mayor Corey, the motion to approve RESOLUTION NO. 122-25-16414 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE (3) YEAR AGREEMENT WITH BENCHMARK ANALYTICS LLC FOR THE SOUTH MIAMI POLICE DEPARTMENT'S PERSONNEL MANAGEMENT, INTERNAL AFFAIRS, FIELD TRAINING, PERFORMANCE EVALUATION, AND EARLY-INTERVENTION SOFTWARE AT A TOTAL COST OF $39,000.00, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE-YEAR TERMS; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE passed by a 4 - 0 vote:

Yea:	Mayor Fernández
	Vice Mayor Corey
	Commissioner Calle
	Commissioner Rodriguez
Nay:	None

M) DISCUSSION ITEM(S)

M1.) Eminent Domain for Fire Access for Dante Fascell Park Building

After the discussion on this item, the Commission decided to direct staff to do preliminary budgeting analysis on redesigning the building, an appraisal of what the easement value will be, and the cost of scope of work for attorney for eminent domain.

M2.) Solid Waste Interlocal Agreement - Mayor Fernández

After the discussion on this item, the Commission directed the city manager to structure and RFP based on what the City has, for the next meeting. Also to see if there is a possibility of having a joint venture with Miami-Dade County, similar to what City of Coral Gables has.

M3.) Service on Multiple Boards (deferred from the November 4, 2025 City Commission meeting)

This item was deferred to January 20, 2026 City Commission meeting.

S) ORDINANCE(S) FIRST READING(S) PUBLIC HEARING(S)

U) ADJOURNMENT

There being no further business to come before this Body, the meeting was adjourned at 10:39 p.m.

Attest:	Approved:
_____	_____
Nkenga A. Payne	Javier E. Fernández
City Clerk	Mayor

DRAFT

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Clerk
Item Type:	Report
Agenda Section:	CITY MANAGER'S REPORT

Subject:
City Manager's Report

Suggested Action:

Attachments:
1-20_CM Report_January 20_2026.docx

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER

TO: The Honorable Mayor & Members of the City Commission

FROM: Genaro "Chip" Iglesias, City Manager

DATE: January 20, 2026

Re: City Manager's Report

Parks, Recreation and Culture Department

Capital Improvements

Murray Park Aquatic Pool Resurface
Approximately 60% of the pool resurfacing project is complete. Tile installation is currently underway and is expected to be completed this month. Earlier phases of the project included contractor mobilization, installation of the perimeter privacy windscreen, and full completion of materials removal and surface preparation. The final phase will consist of plastering the pool, followed immediately by refilling it with water.

Murray Park Aquatic Bollard Lighting
Construction is scheduled to begin the week of January 19th. This project focuses on enhancing security, visibility, and aesthetics by installing bollard-style lighting fixtures along pool perimeter and installation of new benches.

South Miami Park – New Tree Installation
Phase I of this project is slated to begin in February which will include the installation of 47 native trees—including Gumbo Limbo, Pigeon Plum, Live Oak, and West Indian Mahogany—along the park's western perimeter. The project will establish a green buffer that expands canopy coverage, enhances aesthetics, provides shade, enriches the visitor experience, and reduces light spillover to nearby residences.

Recreation:

Youth Basketball (Tamiami Basketball)
- Registration: Open
- Season: Jan 12th – March 20th
- Location: Gibson-Bethel
- Price: $60 SoMi Residents

Youth Baseball (Danny Berry Baseball)
- Registration: Open
- Season: Jan 12th – May 16th
- Location: Palmer Park
- Price: $250 Registration Fee; scholarships available for SoMi residents

Youth Volleyball (Phoenix Volleyball)

- Registration: Open
- Season: Feb 3rd – March 19th
- Location: Gibson-Bethel
- Price: $89 SoMi Residents

Events

SoMi Second Saturday

Saturday, February 14 | 5:30-9:30 PM – *Theme TBD*
SW 73rd Street & SW 58th Avenue

Senior Games

Thursday, February 19 | 11:00 AM-1:00 PM
Murray Park/Gibson Bethel

Police Department

The Police Department achieved successful reaccreditation through the Florida Department of Law Enforcement and the Criminal Justice Standards and Training Commission, in accordance with the standards of the Commission for Florida Law Enforcement Accreditation (CFA).

The official Reaccreditation Ceremony will be held in mid-February in St. Augustine Florida.

Communications and Marketing Division Report:

Summary of social media (organic and paid), website, and email performance from January 1, 2025, through December 30, 2025, compared year-over-year.

Social Media – Organic Performance

Our organic social media presence continues to show strong growth, increased visibility, and improved engagement across platforms:

- **Total Impressions:** 8.9 million (**+89% YoY**)
- **Total Engagements:** 91,390 (**+33.5% YoY**)
- **Post Link Clicks:** 7,940 (**+38.8% YoY**)
- **Engagement Rate:** 1% (**+29.5% YoY**)
- **Total Audience:** 20,504 followers (**+69.5% YoY**)
- **Net Audience Growth:** +8,430 followers

Notable platform growth includes:

- Instagram: +7,127 followers
- LinkedIn: +452 followers
- TikTok: +350 followers (**+182% growth**)
- YouTube: +111 subscribers (**+122% growth**)

Video content continues to be a major driver of engagement:

- **Total Video Views:** 1.36 million (**+60% YoY**)
- Facebook video views increased **146%**, and YouTube video views increased **220%**

These results reflect a more strategic content approach, stronger storytelling, increased video production, and consistent two-way communication with residents, visitors, and Business Owners.

Social media – Paid Campaign Performance
With a modest paid advertising budget of approximately **$3,000 for the year**, we were able to significantly amplify City messaging and event awareness:

- **Paid Impressions:** 1.37 million
- **Paid Engagements:** 148,927
- **Cost per Engagement:** $0.02
- **Engagement Rate:** 10.8%
- **Clicks:** 2,538

Paid campaigns primarily supported Citywide initiatives such as SoMi Second Saturdays, SoMi Connect, Parks Master Plan outreach, and major community events, delivering strong reach and engagement at a very low cost.

Email & Website Performance
Email campaigns and website traffic continued to support City initiatives by driving residents to key resources, event information, and City updates. These channels increasingly work in tandem with social media to reinforce messaging and improve resident awareness and accessibility. (Detailed metrics are included in the attached email and website reports.)

<u>Community Affairs</u>

SoMi Business Social:

Thursday, January 22nd, from 6:00 pm to 7:30 pm at Corteza Restaurant.

We invite our Fellow Business Owners and Managers to join us for an evening of connection and collaboration. We'll be discussing business goals and objectives for the year ahead, sharing ideas, and exploring ways to grow together. A great opportunity to network, exchange insights, and help strengthen our local business community.

SoMi Fresh Starts Community Clean-Up Event:

Saturday, February 7th, from 9:30 am to 11:30 am at City Hall

Help us give South Miami a fresh, clean look! Join our community clean-up event as we team up to make a difference. We appreciate your commitment to continuing to keep our communities beautiful. Volunteers will clean two designated zones within our community, which encompass our SoMi District, South Miami Hospital, and its surrounding neighborhood. Teams will be organized upon arrival. 4 hours of community service will be offered to all volunteers!

Target areas: South Miami Hospital, Manor Lane Community, SoMi District

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Clerk
Item Type:	Presentation
Agenda Section:	DISCUSSION ITEM(S)

Subject:
Service on Multiple Boards - Commissioner Rodriguez

Suggested Action:

Attachments:
4C77111-Memo_Re_Service_on_Multiple_Boards_CAv5.docx

CITY OF SOUTH MIAMI
OFFICE OF THE CITY ATTORNEY
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor, Vice Mayor, and Members of the City Commission

FROM: Tony Recio and Lillian Arango

cc: Genaro "Chip" Iglesias, City Manager

DATE: January 20, 2026

SUBJECT: Discussion Item Re Service on the Design Review Board ("DRB") and Planning Board (the "PB")

Commissioner Danny Rodriguez asked that this item be presented to the City Commission in order to discuss limiting the ability of a board member to serve on two boards at the same time, or more narrowly, to serve on the PB and DRB, two boards that, in most instances, are each a part of the same process for decision-making. Commissioner Rodriguez has raised concerns that having the same member on both boards leads to redundancy in decision-making, outsized influence on the process, depriving the City of different ideas, and limiting the potential participation of another person in local government.

Legal Background

Article II, section 5(a), of the Florida Constitution, prohibits "dual office holding" with exceptions and provides in part:

> No person holding any office of emolument under any foreign government, or civil office of emolument under the United States or any other state, shall hold any office of honor or of emolument under the government of this state. No person shall hold at the same time more than one office under the government of the state and the counties and municipalities therein, except that a notary public or military officer may hold another office, and any officer may be a member of a constitution revision commission, taxation and budget reform commission, constitutional convention, or statutory body having *only advisory powers*.

Although the Florida Constitution does not define "office," the Florida Supreme Court has stated:

> The term "office" implies a delegation of a portion of the sovereign power to, and the possession of it by, the person filling the office, while an "employment" does

> not comprehend a delegation of any part of the sovereign authority. The term "office" embraces the idea of tenure, duration, and duties in exercising some portion of the sovereign power, conferred or defined by law and not by contract. An employment does not authorize the exercise in one's own right of any sovereign power or any prescribed independent authority of a governmental nature; and this constitutes, perhaps, the most decisive difference between an employment and an office . . . .
> *State ex rel. Holloway v. Sheats,* 83 So. 508, 509 (Fla. 1919). And see *State ex rel. Clyatt v. Hocker,* 22 So. 721 (Fla. 1897)

Based on this guidance, Florida attorney general opinions over the years have specifically established the following positions as offices:

- Attorney General Opinions 69-2 (chief of police);
- 70-13 (city attorney);
- 72-101 (Florida Barbers' Sanitary Commission member);
- 76-241 (Florida Human Relations Commission);
- 80-97 (city manager, chief of a municipal fire department, architectural review board member and city inspection superintendent);
- 81-61, 97-37, 05-29 and 09-48 (code enforcement board member);
- 84-25, 85-21, and 06-13 (board of adjustment board member);
- 86-11 (city administrator);
- 86-105 (member of a municipal building board of appeals);
- 91-79 (State Board of Community Colleges);
- 90-45, 02-49, 03-27, 04-05 and 05-15 (pension board);
- 93-27 (commissioner of the Southeast Interstate Low-Level Radioactive Waste Management Compact);
- 96-95 (governing board of Alternative Education Institute, a nonprofit corporation within the Department of Education);
- 96-48 (city clerk in charge of elections);
- 98-36 (city water resources advisory board);
- 97-04, and 98-36 (community redevelopment agency board); 99-34 (state fair authority); 00-72 (community alliance members);
- 04-07 (building official);
- 05-29 (value adjustment board special magistrate),
- 06-13 (city planning board);
- 08-45 (Florida New Motor Vehicle Arbitration Board; Workforce Florida); and
- 09-48 (housing finance board; city downtown development board).

The analysis of whether a particular office or board position is an "office" with delegated authority or powers is a fact-specific determination. The City has many boards and committees created both by ordinance and resolution, and some mandated by the City's Charter. Most of these boards are largely advisory – even when making factual determinations, their recommendations must still be transmitted to the City Commission for final findings and action. Membership on boards with a purely advisory role is not considered an "office" for the analysis of the prohibition on dual office holding (the "Prohibition"). However, boards that have been delegated some level of final decision-making authority, even if their decisions are appealable, are properly subject to the Prohibition.

In addition to the Prohibition, another factor to consider is that the City's DRB (established by Section 20-6.1(C) of the City Code) and PB (created in Article II, Section 8 of the City Charter as a recommending board and established by ordinance in section 20-6.1 (B) of the City Code) both participate, in most instances, at different points in the review of each discretionary development approval. Both boards review development proposals and make separate recommendations to the City Commission.

Analysis

Generally, the DRB has recommendatory powers in connection with development review of single-family and discretionary development approvals – they do not have the final say in either process. However, pursuant to Section 20-5.11(C)(2),LDC, the DRB has final decision-making authority over site plan review of non-single-family properties that do not otherwise require a discretionary approval. Sec. 20-6.1(C)(3), LDC also recognizes that the DRB has powers of determination in some instances. Further, Section 8A-1(b)(4) of the Code does not consider DRB members as advisory personnel. Accordingly, although their role is largely advisory in the majority of circumstances (i.e. for single-family and in connection with review of discretionary development approvals), their authority to make final decisions on certain site plans results in the members of the DRB holding an "office" for the purpose of the Prohibition. DRB members may yet serve on other boards, but only so long as those boards similarly do not constitute an "office".

The PB is created under Article II, Section 8, of the Charter, and its procedures are implemented under Sec. 20-6.1(B), LDC. As described in the Charter and LDC, it is solely an advisory board – albeit an important one with a broad scope of review that includes advising the Commission on discretionary development approvals. The PB does not make final decisions, but does serve as the City's "Local Planning Agency" under Chapter 162, F.S., which gives them additional recommendatory powers as to the Comprehensive Plan and land development regulations.

The advisory role of the PB would indicate that the Planning Board members do not hold "offices" subject to the Prohibition. Indeed, in AGO 2013-22, the Florida Attorney General advised a Fort Pierce planning board member that membership on the board, with advisory authority including as the "local planning agency" similar to the City's Planning Board, was not an "office" for the purposes of the Prohibition. Specific to the "local planning agency" designation, AGO 2013-22, after quoting extensively from Chapter 163 and specifically noting the numerous instances where the local planning agency's powers are described as recommendations, determined that:

> "Those commissions which possessed only those powers contemplated by that part were "statutory bod[ies] having only advisory powers" for purposes of Article II, section 5(a), Florida Constitution, and thus, fell within the exception to dual office-holding. Where a planning council had not only the authority to act in an advisory role to the county commission regarding preparation and amendment of the county's land use plan, but also to take final action concerning consistency reviews of land use plans and in adopting and amending the trafficway plan, this office concluded that the planning council was more than merely an advisory body and did not fall within the exception for advisory bodies in the dual office-holding prohibition."

However, AGO 2006-13, determined the opposite. In evaluating the eligibility for a Melbourne Beach planning board member to serve on the board of adjustment at the same time, the Attorney General found that the Melbourne Planning Board, although primarily a recommendatory body, was also designated as the "local planning agency" under Sec. 163.3174, F.S., and thus "exercise[d] the powers of the sovereign," meaning its members were "officers" for purposes of the constitutional Prohibition.

The contradictory nature of these two opinions with respect to the impact of the board being deemed a "local planning agency," results in a lack of clarity as to whether membership on the PB is an office under for the purposes of the Prohibition. While we acknowledge that lack of clarity, AGO 2013-22 appears to be more in line with the determination that a board with purely advisory authority, such as the City's Planning Board, falls within the exception to the Prohibition.

Conclusion

The PB was mandated by the City Charter as a recommendatory body to the City Commission, and its specific powers and duties created by ordinance in the City Code. As a recommending board with advisory powers, as set forth in the City Code, and no final authority to make decisions on zoning and land use matters, membership in the PB is likely not an "office" subject to the Prohibition.

Thus, a member of another City board that is deemed an "office," such as the DRB, could hold membership on the Planning Board at the same time under the Florida Constitution. However, because the same applications are reviewed by both the DRB and the PB in most instances of development review, a member on both boards, while constitutionally permissible, could arguably vest that member with increased oversight over applications through participating in review at two different levels. While constitutionally permissible, the City Commission may consider this and determine whether it is advisable for a member to serve on two boards that are part of the same process in some instances, such as the DRB and PB. City Commission direction is sought as to whether the Code should be amended to address dual membership by the same individual on both the DRB and PB, and whether any such limitation should extend to other City boards.

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Clerk
Item Type:	Report
Agenda Section:	DISCUSSION ITEM(S)

Subject:
Affordable Housing RFP - Commissioner Rodriguez

Suggested Action:

Attachments:
Memo re Discussion of Affordable Housing RFP.docx
4CN4220-Draft - Request for Proposals - Lease and Development Essential Affordable Housing - TR 1-13-26.docx

CITY OF SOUTH MIAMI
OFFICE OF THE CITY ATTORNEY
INTER-OFFICE MEMORANDUM

TO:	The Honorable Mayor, Vice Mayor, and Members of the City Commission
FROM:	Tony Recio and Lillian Arango
cc:	Genaro "Chip" Iglesias, City Manager
DATE:	January 20, 2026
SUBJECT:	Discussion Item re Request for Proposals for Development of Inspection Site with Affordable Housing

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This discussion item and the attached draft RFP was placed on the agenda at the request of Commissioner Rodriguez.

CITY OF SOUTH MIAMI

REQUEST FOR PROPOSALS
NO. [insert number]

LEASE AND DEVELOPMENT OF CITY PROPERTY FOR ESSENTIAL AFFORDABLE HOUSING

CITY OF SOUTH MIAMI COMMISSION

Mayor Javier Fernández
Vice Mayor Brian Corey
Commissioner Lisa Bonich
Commissioner Steve Calle
Commissioner Danny Rodriguez

CITY MANAGER
Genaro "Chip" Iglesias

DEPUTY CITY MANAGER
Samantha Fraga-Lopez

CITY CLERK
Nkenga Payne, CMC, FCRM

CITY ATTORNEY
Anthony L. Recio
Lillian M. Arango
Weiss Serota Helfman Cole + Bierman, P.L

CITY OF SOUTH MIAMI
REQUEST FOR PROPOSALS NO. [insert number]
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City of South Miami ("City") is soliciting proposals from highly qualified individuals, associations, corporations, joint ventures, or partnerships which possess the requisite skill, experience, and financial strength (individually and collectively, "Developer(s)" or "Proposer(s)") for the lease, development, and management of a mixed-use affordable housing project (the "Project") to be constructed on City-owned real property generally located 5890 SW 69th Street (designated Property Folio No. 09-4025-028-2070) (the "Property").

Interested companies, firms, and individuals ("Proposers") may obtain a copy of Request for Proposals No. [INSERT RFP NUMBER] (the "RFP") to be issued on [INSERT DATE RFP WILL BE ISSUED] at City of South Miami, 6130 Sunset Drive, South Miami, Florida 33143, from the City's website (https://www.southmiamifl.gov/bids.aspx), or through the Onvia DemandStar portal (https://network.demandstar.com/). The RFP contains detailed information about the scope of Services, submission requirements, and selection procedures.

RFP Number:	[INSERT RFP NUMBER]
RFP Name:	Lease and Development of City Property for Essential Affordable Housing
RFP Publication Date:	[INSERT DATE OF PUBLICATION]
[STATE WHETHER MANDATORY OR NON-MANDATORY] Pre-Solicitation/Site Visit:	[STATE DATE, TIME, AND LOCATION]
Written Questions Deadline:	Any questions, requests for information, or clarification pertaining to this RFP must be made in writing by no later than [INSERT DEADLINE] to: [INSERT NAME AND TITLE] 6130 Sunset Drive, South Miami, Florida 33143, Telephone 305-663-6330, Email: procurement@southmiamifl.gov.
RFP Closing Date/Time:	[STATE DATE, TIME, AND LOCATION]
Anticipated Award Date	[STATE DATE, TIME, AND LOCATION]
Contact Information:	Email: procurement@southmiamifl.gov.
RFP Scope of Work:	

All notices and any addenda issued by the City with respect to the RFP will be made available on the City's website. It is the Proposer's sole responsibility to ensure receipt of any issued notice or addenda relating to this RFP once posted to the website. The proposal submission shall be submitted electronically via DemandStar, and marked "Proposal to City of South Miami, RFP No. [INSERT RFP NUMBER] for Lease and Development of City Property for Essential Affordable Housing." Any proposal received after the deadline listed above, whether by mail or otherwise, will be returned unopened. Proposers are responsible for ensuring that their proposal is received by the City by the deadline.

Pursuant to subsection 8A-7, "Cone of Silence," of Section 8 "Code of Ethics" of the City, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications regarding competitive solicitations (e.g. RFP's, ITB's, RFQ's) between a potential vendor, service provider, proposer or bidder, or agent, representative, lobbyist or consultant for the potential bidder; and (i) members of the City commission; (ii) the City's professional staff; or (iii) any member of the City's selection, evaluation or negotiation committee. Procedures regarding the Cone of Silence can be found in the RFP documents.

TABLE OF CONTENTS

Section	Page
Section 1: Introduction, Proposal Submission Requirements, and Evaluation	Insert page number
Section 2: Services Needed by the City	Insert page number
Section 3. General Information	Insert page number
Section 4: Forms & Exhibits	Insert page number

SECTION 1.

INTRODUCTION, PROPOSAL SUBMISSION REQUIREMENTS, AND EVALUATION

1.1. INTRODUCTION/GENERAL BACKGROUND.

The City of South Miami (the "City") is soliciting proposals from highly qualified individuals, associations, corporations, joint ventures, or partnerships which possess the requisite skill, experience, and financial strength (individually and collectively, "Developer(s)" or "Proposer(s)") for the lease, development, and management of an affordable housing project (the "Project") to be constructed on City-owned real property generally located 5890 SW 69th Street (designated Property Folio No. 09-4025-028-2070) (the "Property"), all as set forth in greater detail in Section 2, "Services Needed by the City," of this RFP.

SCHEDULE OF EVENTS.

The following schedule shall govern this RFP. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFP (Cone of Silence Begins) RFP Available on DemandStar www.DemandStar.com and https://www.southmiamifl.gov/bids.aspx	INSERT	INSERT
2	[Mandatory or Non-Mandatory] Pre-Solicitation Meeting	INSERT	INSERT
3	Closing Date for Proposer Questions	INSERT	INSERT
4	City's Answers to Questions by Proposers	INSERT	INSERT
5	Proposals Due & Opened (via virtual meeting on Zoom – City will provide instructions for access)	INSERT	INSERT
6	City Staff Member Initial Review of Proposals	INSERT	INSERT
7A	Evaluation Committee Review of Proposals		
7B	Oral Presentations Before Evaluation Committee (if requested)		
8	City Manager Issues Recommendation to Commission	INSERT	INSERT
9	Commission Meeting to Award RFP to Developer(s) and Approve Negotiation of Longterm Lease and Development Agreement(s)	INSERT	INSERT
10	Commission Meeting to Approve Longterm Lease and Development Agreement(s), if necessary.	TBD	TBD

1.2. GENERAL SOLICITATION INSTRUCTIONS; SUBMITTAL DEADLINE.

All Proposals must be received by [INSERT RFP DEADLINE TIME AND DATE] via DemandStar E-bidding upload. Proposals received after the due date and time will not be considered.

All Proposals received will be publicly opened and announced during a meeting, on the date, place, and time specified in the Schedule of Events set forth in Section 1.2, above. All Proposals received after that time shall be returned, unopened.

1.3. PROPOSAL REQUIREMENTS

In order to ensure a uniform review process and to obtain the maximum degree of comparability, Proposers shall submit a Proposal that includes all of the following information/documentation, appropriately tabbed, in this ***exact*** order ("Proposal"). Failure to do so may render a Proposal as non-responsive.

NOTICE TO ALL PROPOSERS: REFER TO SECTION 4 OF THIS RFP WHICH CONTAINS A CHART LISTING ALL OF THE FORMS THAT MUST BE PROVIDED IN THE PROPOSAL IN ADDITION TO THESE SUBMISSION REQUIREMENTS.

Tab A. **Cover Page:** A cover page with Proposer's business name, address, and telephone number; name and all contact information for individual that will serve as "Project Manager," a primary liaison between the Proposer and the City; date; and subject "Proposal for RFP No. [INSERT NUMBER OF RFP] for Lease and Development of City Property for Essential Affordable Housing."

Tab B. **Table of Contents.** A Table of Contents that outlines in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFP.

Tab C. **Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Proposer, the Proposer's commitment to the City, an understanding of the Project, including the Property and the surrounding neighborhood, all work and services to be provided as part of the Project, and the key aspects of the Proposal. Not to exceed one (1) page in length in 12-point Times New Roman (or equivalent) font and single-spaced.

Tab D. **Firm's Qualifications.** Proposers must display relevant experience in developing, operating, maintaining, and completing projects similar to the Project solicited and should emphasize both the experience and capability of particular personnel who will be responsible for implementation of the Project. Accordingly, the Proposer must complete and submit **FORM 2**, Company Qualifications Questionnaire and **FORM 9**, References.

1. To be eligible to respond, the Proposer, or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer, shall have five (5) years of continuous operation under the same entity name and provide proof of same.
2. Proposer must include any relevant business licenses, including occupational licenses, business tax receipts, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Proposer, or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer, is authorized to do business in this State.
3. Proposer must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.

4. Proposer must provide documentation demonstrating that the Proposer, or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer, has been and is currently doing business within the County providing development services similar to those required for the Project for at least five (5) years.
5. Proposer shall provide a list of current and past projects, with emphasis on projects developed in Florida and more particularly, Miami-Dade County. The Proposer may satisfy this requirement by providing a list of such current and past projects through a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer.
6. Proposer must also provide the official complaint and litigation history within the last ten (10) years for its qualifying professional license. Such official complaint and litigation history should also include the complaint and litigation history within the last ten (10) years for any principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer.
7. Proposer shall identify the Principal in Charge's Experience. This individual must have a minimum of five (5) years' experience in providing development services for similar projects. This individual must be capable of speaking and making decisions on behalf of the Proposer. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Program Manager.
8. In addition to completing **FORM 9**, References, the Proposer shall be required to provide three (3) letters of references shall be submitted as part of the Proposal, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the project/work/studies, estimated and actual.
9. Specialized Experience. Describe and document knowledge and experience in the following areas:
    i. Florida Building Code;
    ii. Sustainable and resilient design, including green building certification systems and coastal construction such as LEED and Green Globes;
    iii. Stakeholder and public engagement;
    iv. Development, operation, and management of affordable housing developments similar to the Project;
    v. Development of residential facilities, with an emphasis on affordable residential facilities developed for municipalities, especially those within Miami-Dade County; and

vi. Acquisition of special financial and tax incentives for affordable housing developments such as the Project, including, by way of example, Florida Housing Finance Corporation (FHFC) funding, including but not limited to Low Income Housing Tax Credits (LIHTC), and State Apartment Incentive Loan (SAIL); Federal Home Loan Bank (Affordable Housing Program (AHP) and Community Investment Program (CIP)); New Market Tax credits; EB-5 program; and other similar financing resources available.

Tab E. **Project Team/Personnel Qualifications.** The Proposer must demonstrate that Key Staff, including any key subcontractors, (the "Project Team") have sufficient staff and resources, including technical expertise and support personnel, to successfully and timely deliver the Project, as set forth under Section 2, "Services Needed by the City," of this RFP. The Proposer must demonstrate the Project Team's qualifications by providing the following information:

1. Complete and submit **FORM 8**, Key Staff and Proposed Subcontractors.
2. The Project Team working on the Project must have prior experience within the past eight (8) years of providing development services for similar projects.
3. Provide an organizational chart showing reporting structure for the Project Team.
4. Include one-page resumes for each person or subcontractor listed in **FORM 8**, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.
5. For each task, list each individual Key Staff member, including subcontractors, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Prime Contractor and each key subcontractor on the project in total.
6. Provide evidence of Florida professional licensure for individuals of the A/E team members with copies of any requisite authorizations to develop the Project in the State of Florida.

Tab F. **Master Development Plan.** Proposals submitted in response to this RFP must include a Master Development Plan for the Project to be developed, operated, and maintained at the Property. The Master Development Plan must demonstrate the Proposer's understanding of the City's development vision and goals for the Project, familiarity with the Property and the neighboring community, and extensive knowledge and experience in implementing similar projects.

The Master Development Plan must provide for a comprehensive development plan that provides, at minimum, for the planning, entitlement, development, and construction of affordable housing rental units, as set forth in greater detail under Section 2 of this RFP, and, once developed and constructed, management and

operation of the Project primarily for the benefit of qualifying individuals. Proposer should demonstrate a clear understanding that qualifying individuals are to be selected and prioritized in the following order of precedence: the City's residents, hometown heroes, City employees, and members of the general public.

In addition to these minimum requirements, the Master Development Plan may also provide for any practical combination of some market rate residential use, office use, commercial use, and such other uses permissible under the Transit-Supportive Development District ("TSDD") zoning regulations, as may be compatible with the Property and the surrounding neighborhood.

Towards that end, the Master Development Plan must include the following components:

1. Executive Summary of Overall Approach. An executive summary describing the proposed Master Development Plan and the Proposer's general approach to planning, developing, constructing, maintaining, operating, and managing the proposed Project. The summary must also include an explanation of why the proposed development is the highest and best use of the Property, including the approximate number of units and square footage for each proposed use and component, taking into consideration the City's development vision and goals for the Project.
2. Planning and Site Plan Approach. Provide the Proposer's Planning and Site Plan Approach to development of the Project at the Property as follows:
    i. An explanation of how the Project complies with zoning requirements of the City's Land Development Code, including, especially the Property's current TSDD zoning designation. Indicate if any zoning changes and land use changes will be pursued by the Proposer if awarded a Long-term Lease and Development Agreement pursuant to this RFP. Proposals that require rezonings and land use changes to the Property should weigh their proposed changes for compatibility with the surrounding neighborhood and the City's Comprehensive Plan.
    ii. A description of the entitlements (including but not limited to zoning approvals, environmental permitting, building permitting and any significant operating licenses) required by the proposed Project, how the Proposer will pursue said entitlements, and a timeline for obtaining said entitlements.
    iii. A conceptual site plan of the Property, including elevations, for the location of the building(s), amenities, and other structures and features, including roadways, sidewalks, open areas, landscaping, etc. If development is proposed in phases, Proposers should clearly identify each phase either on the conceptual site plan or as a separate phasing plan.
    iv. A Project table for each component with gross square footage proposed for each use, including residential, commercial, open

space, roadways, etc. The number of affordable housing residential units must be clearly distinguished by the Area Median Income (AMI) categories set forth under Section 2 of this RFP. Additionally, the breakdown of affordable housing residential units, market rate residential uses, and other proposed residential uses must be clearly identified.

v. If the Proposal provides for residential units that are workforce or market rate, , the Proposer should specify the number and proposed type of residential units to be developed (e.g. market rate housing, workforce housing, senior housing, housing set-asides for veterans, first-responders, and other individuals, etc.).

3. Common Area Approach. Provide the Proposer's Common Area Approach to development of common areas of the Project that may incorporate,as needed:

i. Security systems, cameras, and license plate readers.

ii. Impact windows and doors.

iii. High efficiency lighting systems.

iv. Designated guest parking, as applicable.

v. Assigned resident parking, as applicable.

vi. Other assigned parking, as applicable.

vii. Bicycle parking.

viii. Outdoor recreational elements, especially walking paths, bike paths, playgrounds, pavilions, and other similar elements.

ix. Elevators.

x. Motion sensor exterior lights.

xi. Gated parking lot(s) with key fob entry or card entry sheltered from the elements.

xii. Perimeter fencing enclosing the site.

xiii. Staffed security guard houses, preferably located at resident vehicle entry points. Security guard houses must operate 24/7.

xiv. Computer labs.

xv. Community center/community areas.

xvi. Gymnasium/exercise rooms.

xvii. Generators, including generators for community rooms and potential community area kitchens.

xviii. Maximum amount of trees and shaded areas as feasibly possible.

xix. Waste disposal facilities/infrastructure, which must be easily accessible from residential areas.

xx. Internet infrastructure for all common areas, including reasonable wireless internet options installed and activated available at no charge to all residents and guests in common areas.

As the Property is close to the South Miami Metrorail Station, please include an analysis of how parking will be provided. Parking design and layouts should not be featured as a focal point of the Project and should instead emphasize the Project's walkability, livability, and pedestrian-friendliness. Additionally, parking layouts should not detract from the architectural design approach for the Project. Where offsite parking is contemplated, the Proposal should identify the location of such parking, the number of spaces the offsite location can accommodate, its distance from the Project, the nature of the Proposer's interest in the offsite parking location, the uses on the offsite location and the parking requirements for those uses, the improvements to the offsite location that are required to provide code-compliant parking, a letter of interest from the owner of the location of the offsite parking, and any approvals or permissions needed to authorize parking for the Project on the offsite location.

4. Residential Area Development Approach. Provide the Proposer's Residential Area Development Approach for the Project that incorporates, at a minimum:

i. Energy efficient dishwashers, oven and ranges, refrigerators (with ice makers) appropriately sized for each unit size, and washers and dryers.

ii. Integrated HVAC/smart fan systems.

iii. Tile flooring.

iv. Impact windows and doors (at least 36" standard with paddle type door handles).

v. Modern kitchen cabinetry.

vi. Granite (or comparable material) countertops.

vii. Window treatment/coverings for each window.

viii. Kitchen storage/pantries commensurate with unit size.

ix. Double-bowl kitchen sinks.

x. Electric water heaters.

xi. Broadband and cable connection infrastructure required to be installed for all units, with broadband wall connections to be available in more than one room within each unit.

xii. Noise control and sound absorptive elements between units.

xiii. Faucets and fixtures that facilitate ease of use for all individuals.

5. Architectural Design Approach. The Proposer's Architectural Design Approach for the Project, which at a minimum incorporates the following aspects:

    i. An architectural design that is both aesthetically appealing, and that intentionally integrates with the street, neighborhood, and nearby amenities, businesses, public and private infrastructure, and other similar neighborhood facilities to promote and foster a livable, walkable, healthy, and vibrant community. The Architectural design approach should exemplify excellence, creativity, and innovation in the architectural and layout design of the Project, with a layout that maximizes the use of the Property.

    ii. Amenities that will be attractive and beneficial to the residents of the Property and the neighboring community.

    iii. Explanation of the energy efficiency, sustainability, and resiliency features to be included in the Project, including the energy efficient standards met (e.g. LEED, Green Globes, etc.)

6. Management and Operation Approach. Management and Operation Approach for the Project, including but not limited to long-term upkeep, general maintenance, provision of utilities, capacity rental efforts, and other related services for management of the Project and the Property. If applicable, include any information on a third-party management firm. The Management and Operation Approach narrative should include:

    i. Approach to leading the Project Team through Project administration;
    ii. Day-to-day Project management and reporting;
    iii. Design management;
    iv. Document management;
    v. Contract management;
    vi. Change management;
    vii. Quality control/quality assurance;
    viii. Risk management;
    ix. Operations;
    x. An analysis of the Proposer's quality control procedures for previous projects and identify the quality control procedures and mechanisms that will be implemented for the proposed Project;
    xi. A proposed emergency and disaster preparedness plan in the event of an emergency, especially as it relates to inclement weather, such as tropical storms and hurricanes; and
    xii. Any other management and operations approach information that the Proposer believes may be of interest to the City.

7. Marketing Approach. A marketing plan to rent or sell available affordable housing units to eligible tenants/owners meeting. Please include any materials,

flyers, etc. to demonstrate marketing strategies and other information that would provide opportunities specifically to City residents, employees, and hometown heroes. The approach should include what measure(s), if any, will be employed to favor and provide priority to current and former City residents, and current City employees.

Tab G. **Project Schedule Plan.** Each Proposal must include an implementation schedule. The Project schedule must:

1. Provide a realistic, detailed schedule for completion of the Project, from commencement of the design of the Project through issuance of the last Certificate of Occupancy and the subsequent operational and management services for the Project once constructed, identifying key tasks and duration of each.
2. At a minimum, the Project schedule must contain the following key tasks for development of each phase or component of the Project improvements, if applicable (specify the proposed duration of each task in number of months from award of the Agreement(s) until completion of each phase, component or task.):

i. Time period from award of Agreement(s) until completion of design of the proposed Project development;

ii. Time period from award of Agreement(s) until commencement of construction of the proposed Project development; and

iii. Time period from award of Agreement(s) until issuance of Certificate of Occupancy or Certificate of Completion and such other approvals necessary to operate and manage the proposed Project development.

3. Explain how the Proposer intends to deliver the Project in an expeditious manner that complies with all requirements necessary to ensure a safe and sound development.
4. Measures to mitigate any disruption to existing City facilities, and/or other public and/or private operations and facilities during construction of the Project.

Note: Proposers are cautioned to be realistic in proposing the above-described time periods as this information will be relied upon in evaluating proposals and in establishing the Project schedule. The Agreement(s) resulting from this RFP will include damages for failing to complete the key tasks included in the Project schedule.

Tab H. **Financial Proposal Form.** Submit a signed, firm Financial Proposal for providing all of the Services during the term of the long-term lease and development agreement(s), including the following Financial Proposal components:

1. Ground Lease and Revenue Sharing. Proposed financial terms for a long-term Ground Lease of up to 50 years for the Property, including a revenue sharing arrangement with the City. Clearly indicate if any stabilization

period is proposed prior to payment of annual ground lease payments and/or revenue sharing payments.

2. Value of Project Improvements. The total monetary value of the proposed Project's improvements provided to the City. Please be advised that the total monetary value (cash and/or improvements) received by the City as a part of the Proposal must be equal to or greater than the value of the Property as determined by an independent property appraiser selected by the City.

3. Special Resources to be Employed. Include an in-depth analysis of the special financial and tax incentives that the Proposer will seek to obtain as part of the development of the Project, including, by way of example Florida Housing Finance Corporation (FHFC) funding, including but not limited to Low Income Housing Tax Credits (LIHTC), and State Apartment Incentive Loan (SAIL); Federal Home Loan Bank (Affordable Housing Program (AHP) and Community Investment Program (CIP)); New Market Tax credits; EB-5 program; and other similar financing resources available for affordable housing developments such as the Project.

Tab I. **Financial Strength and Capacity.** Proposer must submit evidence of its financial strength and capacity, including the following documentation:

1. Evidence of Financial Ability, Capacity and Strength. The Proposer shall submit evidence of financial ability, capacity and strength to complete all obligations under the Agreement(s), including, but not limited to, performance of all aspects of the development of the Project, operational and maintenance services once the Project is constructed, and the attainment and satisfaction of all financing and lender obligations and payments that may be incurred in the development of the Project. Proposer shall provide (i) information on financial and lending relationships, including past borrowing capacity and history on other similar projects or projects with similar financial strategies as proposed, and (ii) letter(s) of commitment demonstrating financial soundness and relationships with financial lenders or equity sources.

2. Insurance. Proposer must provide evidence of insurance currently in place, as noted in **FORM 2**, that meets or exceeds the specifications set forth in this RFP or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer prior to entering into an agreement with the City. The Successful Proposer(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the City as an additional insured and meeting the insurance coverage requirements set forth in this RFP, which are also set forth in the form of Professional Services Agreement attached to this RFP.

3. Evidence of Bonding Capacity. The Proposer must submit documentation from a reputable financial institution, surety company, or other authorized entity confirming the Proposer's total and single project bonding capacity

to ensure that the Proposer has the ability to provide the Payment and Performance Bond if required by this RFP.

If evidence of bonding capacity for a performance and payment bond is not required, the City shall select this box: ☐.

The City may require higher limits of insurance or additional coverage if deemed necessary. Furthermore, financial statements may be required by the City of a Selected Proposer(s) at the time of negotiations, in the City's sole discretion. If so required by the City, the Proposer shall submit Financial Statements for the three (3) most recently completed fiscal years The Financial Statements must include an Opinion Letter, a Balance Sheet, an Income Statement and a Statement of Changes in Cash Flow. Financial Statements must be prepared in accordance with US Generally Accepted Accounting Principles (USGAAP) or International Financial Reporting Standards (IFRS). The Financial Statements must be audited by an independent party qualified to render audit opinions. If audited statements are not available, the Selected Proposer shall include unaudited Financial Statements, certified as true, correct and accurate by the chief executive, chief financial officer or treasure (or equivalent) of the entity.

Tab J. **Proposal Guarantee.** The Proposer, in submitting this Proposal, shall include a Proposal Guarantee in the amount of [INSERT PROPOSAL GUARANTEE]. A company or personal check shall not be deemed a valid Proposal Guarantee. The Successful Proposer shall execute the Contract (Agreement) and provide the required Certificates of Insurance within ten (10) calendar days of Notice of Award by the City. The Proposer who has the Longterm Lease and Development Agreement awarded to him and who fails to execute the Contract and furnish the Performance and Payment Bonds and Insurance Certificates within the specified time shall forfeit the Proposal Guarantee that accompanied his Proposal, and the Proposal Guarantee shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Proposer fails to enter into the Contract and furnish the Bonds as herein before provided. Proposal Guarantee deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Proposal Guarantee. If the City Manager has waived the requirement for Proposal Guarantee, the City shall select this box: ☐.

Tab K. **Cost Recovery.** Proposer shall submit a cost recovery deposit of $10,000 to cover the City's costs of administering this RFP, including but not limited to costs of professionals used by the City to evaluate the RFP and advise the City Manager or City Commission. The cost recovery deposit shall be non-refundable. By submitting its proposal, Proposer acknowledges and agrees that it shall be required to submit an additional cost recovery deposit in an amount to be determined by the City Manager, but in no event less than $15,000, if selected for the award, to be applied to the City's costs incurred in connection with evaluating and implementing the award. Such cost recovery deposit shall be due prior to negotiations and shall be replenished as necessary.

Tab L. **Special Consideration.** Describe any special resources or technical in-house expertise that the Proposer or Proposer's personnel assigned for the successful implementation of the Project which will specifically benefit the City. Special consideration may include, in narrative form any major successes that the Proposer or a member of its team may have achieved or accolades received in the completion of similar projects. Not to exceed three (3) pages in 12-point Times New Roman (or equivalent) font and single-spaced. Excess pages will be removed prior to submission to the Evaluation Committee.

Tab M. **Forms:** Complete all forms provided in **SECTION 4** that are not otherwise included in a separate tab.

1.4. EVALUATION CRITERIA.

Proposals will be evaluated according to the following evaluation criteria and their respective weights:

Category	Criteria	Maximum Points
1	**Qualifications of the Proposer** Ability, capacity and skill of firm(s); whether the firm holds required and advantageous certifications, professional and business licenses, and other similar credentials, with a special emphasis on those certifications that specifically relate to developing similar affordable housing projects; firm's experience developing similar affordable housing projects, with an emphasis on experience and references from governmental clients; the firm's safety and complaint records; adequacy of Principal in Charge's experience in overseeing the development of similar affordable housing projects; specialized experience and knowledge resources for development of similar affordable housing projects; and experience acquiring special financial and tax incentives for development of similar affordable housing projects.	20 Points
2	**Qualifications of the Project Team** Review of the Project Team's ability, experience, and technical skill; availability and capacity of sufficient staffing and resources to successfully deliver the Project; and such other qualifications of the Project Team that indicate the Project Team's ability to successfully deliver the Project, including the A/E Team's experience and skill.	20 Points
3	**Proposer's Master Development Plan** Assessment of the Proposer's Master Development Plan for the Project, including analysis of how the Proposer intends to perform all aspects needed to complete the Project, from the design of the Project to operating and managing the Project once constructed; evaluation of the Planning and Site Plan	20 Points

	Approach, Common Area Approach, Residential Area Development Approach, Architectural Design Approach, Management and operation Approach, and Marketing Approach, taking into account the feasibility of the proposed approaches and the quantity and quality of affordable housing units proposed and other permitted and related uses.	
5	**Project Schedule Plan** Evaluation of the Proposer's Project Schedule Plan, including the Proposer's ability to quickly and effectively implement the Project, taking into account the safety and feasibility of the plan.	10 Points
6	**Financial Proposal** Analysis of the proposed financial proposal, including evaluation of the value of the ground lease and revenue sharing component, the proposed value of the Project improvements, and special resources to be employed to secure special financial and tax incentives for development of the Project.	10 Points
7	**Financial Strength and Capacity** An evaluation of the Proposer's financial strength and capacity, as demonstrated by the Proposer's evidence that it possesses the ability, capacity, strength, and overall financial strength to accomplish performance of all aspects of the Project. Also includes evaluation of the Proposer's ability to secure required insurance and bonding capacity from a reputable financial institution.	10 Points
8	**Oral Presentation (if Requested)** Scoring of the Proposer's oral presentation based on the insight and clarity provided to the Evaluation Committee on the Proposer's Proposal, approach to the Project, and ability to successfully, effectively, and efficiently deliver the Project.	10 Points
		Total: 100 Points

1.5. SELECTION PROCESS.

Award shall be made by the City Commission (or City Manager, if applicable) to the most Responsive, Responsible Proposer whose proposal is determined to be the most advantageous to the City, taking into consideration all aspects of the Proposal, the evaluation criteria set forth herein, any other relevant information affecting the Proposer's responsiveness and responsibility (the "Successful Proposer").

The Responsive Proposer is a person that has submitted a Proposal which conforms in all material respects to the RFP, including, but not limited to compliance with any requirements contained

within the solicitation ("Responsive Proposer"). The Responsible Proposer shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance (the "Responsible Proposer").

To determine the most Responsive, Responsible Proposer whose proposal is the most advantageous to the City, the City shall evaluate proposals submitted by the Submission Deadline in accordance with the following procedures:

Phase 1: Staff Level Review for Compliance with Minimum Requirements. A member of City Staff shall review and evaluate proposals for compliance with the minimum requirements of the RFP to determine which Proposers qualify as Responsive and Responsible Proposers. The City Manager or designee may reject those Proposals that do not meet the minimum requirements of the RFP.

Phase 2: Evaluation Committee Review. The City Manager or City Manager's designee will appoint an Evaluation Committee to review and evaluate the Proposals submitted by Responsive and Responsible Proposers during a public meeting (the City will provide instructions on how to participate and access the meeting). The Evaluation Committee shall review, evaluate, and rank the firm(s) it deems to be the most Responsive and Responsible Proposers for the implementation of the Project, taking into consideration all aspects of each Proposer's Proposal, using the evaluation criteria set forth under Section 1.5.

The Evaluation Committee reserves the right to conduct or require presentations from any and/or all Proposers prior to final ranking of the Proposers, request additional information or seek clarifications as it deems necessary, or take such other action as may be necessary to properly evaluate the Proposers.

Phase 3 (if requested by Evaluation Committee): Oral Presentations. The Evaluation Committee may short-list and call Proposers for oral presentations before the Evaluation Committee regarding their Proposal, approach to the implementation of the Project, and ability to furnish all development services required to implement the Project. All prime contractors and subcontractors in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. The Proposers are encouraged to be represented only by the Project Team Lead/Manager and the staff identified in the Proposal. Additional details on the oral presentations may be provided to the short-listed Proposers.

If oral presentations are requested by the Evaluation Committee, the oral presentation will be worth 10 additional points. The City will notify the Proposers where the oral presentations, if any, will be conducted and whether the Proposers may appear virtually or must appear in person. The Evaluation Committee shall rank the Proposers and provide its written recommendations to the City Manager.

Phase 4: Recommendation to City Commission. After the Evaluation Committee ranks the Proposers, the City Manager will present a recommendation to the City Commission that considers and includes the Evaluation Committee's rankings and recommendations for consideration by the City Commission and the City Manager's recommendation for award or rejection of any or all Proposals for approval at a Commission meeting.

Phase 5: City Commission Meeting to Select and Award Agreement to Responsible Proposer(s). The City Commission may select the Proposal from the Responsive and Responsible Proposer(s) that it determines submitted the Proposal that is most advantageous to the City, taking into consideration all aspects of the Proposal, and authorize the City Manager to negotiate and, if authorized, execute a long-term lease and development agreement and/or such other agreements required for implementation of the Project with the selected Proposer(s).

In no case will the Award be made until all necessary investigations have been made into the responsiveness and/or responsibility of the Proposer and the City Manager and City Commission are satisfied that the Proposer is qualified and has the necessary organization, capital, equipment, and financial strength to perform the Services set forth in this RFP within the specified timeframes. The City Commission shall have the final authority to select the Proposer(s) and award any long-term lease and development agreement(s).

Phase 6: Negotiations and Execution of Agreement. After selection of the Proposer(s) by the City Commission, the City Manager or designee(s) shall negotiate and, if authorized, execute a long-term lease and development agreement and/or such other agreements required for implementation of the Project with the Proposer(s) that incorporates a Financial Proposal that the City Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and the major terms and conditions contained in this RFP.

Should the City Manager be unable to negotiate a satisfactory agreement(s) with the Proposer based on a Financial Proposal that the City Manager determines to be fair, competitive, and reasonable, negotiations with that Proposer may be terminated. The City Manager or designee(s) shall then undertake negotiations with the next highest-ranked Proposer, and, if negotiations are terminated, shall continue to each next highest-ranked Proposer until a satisfactory contract may be negotiated.

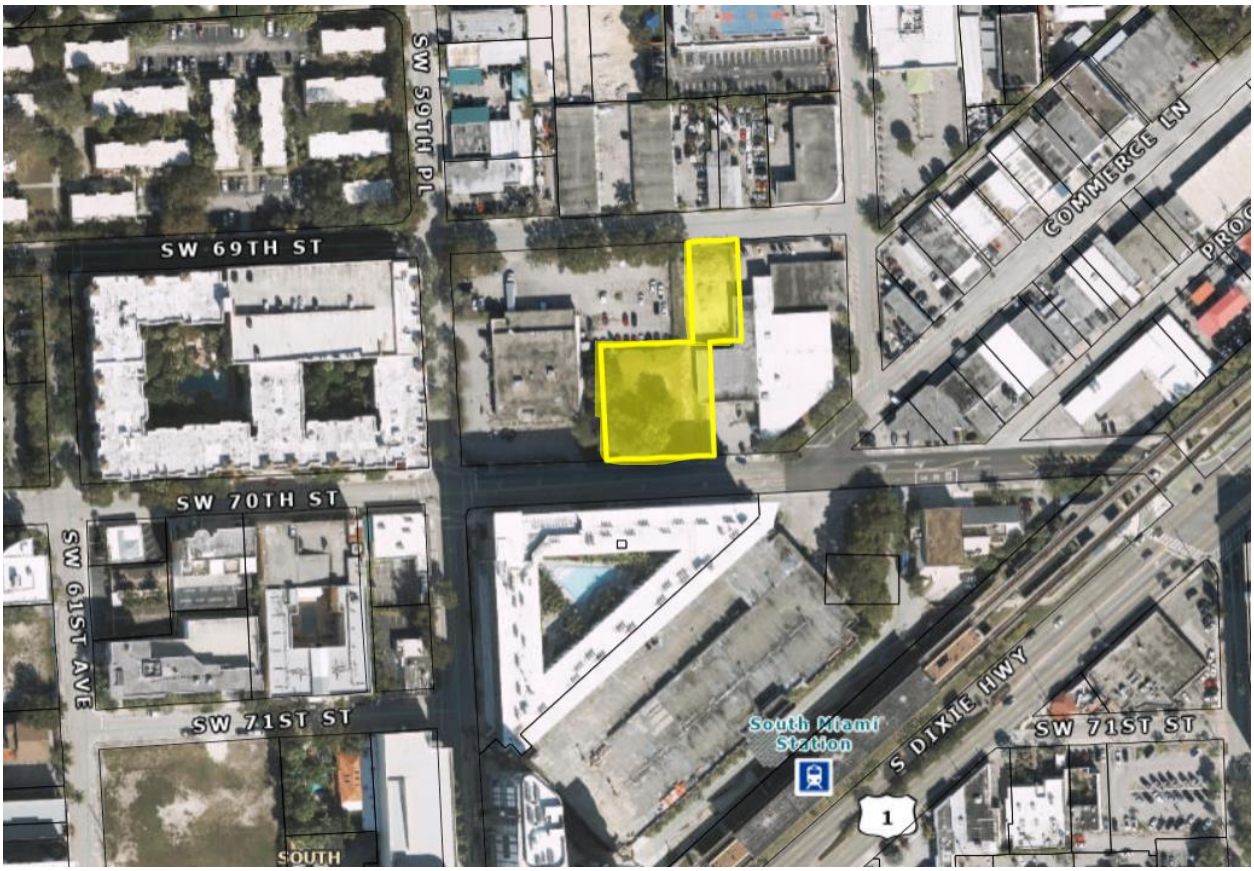
Any award and execution of an agreement shall be subject to approval by the City Attorney as to form, content, and legal sufficiency. The City reserves the right to withhold issuance of an award until the Successful Proposer has presented a signed original of the long-term lease agreement, together with any other necessary agreement(s) and required documents, to the City. No award shall be deemed final until the parties have fully executed the long-term lease agreement and any other agreement(s) required for implementation of the Project. Award of any Proposal is conditional upon the City having funding to implement the agreement(s), if necessary.

The City reserves the right to reject any or all Proposals which are in any way incomplete or irregular, re-issue the entire solicitation, or enter into agreements with more than one Proposer.

END OF SECTION 1

SECTION 2.
SERVICES NEEDED BY THE CITY

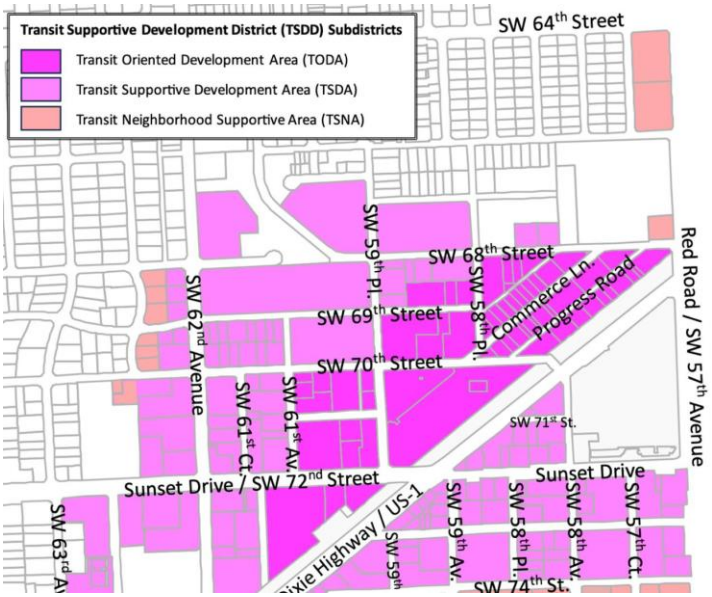
2.1. **City Development Vision and Goals.** In order to address growing demand for affordable housing[1] for the City is seeking proposals to lease and develop affordable housing on City-owned real property generally located 5890 SW 69th Street (designated Property Folio No. 09-4025-028-2070) (the "Property"). The Property consists of approximately 0.71 acres of vacant, undeveloped land located in close proximity to the South Miami Metrorail Station, as illustrated below:



Aerial Map of the Property's Location

Land Use	Transit Oriented Development District (TODD)
Zoning	Transit-Supportive Development District (Mixed Use-6)
Acreage	~0.71 acres

[1] For purposes of this RFP, the term "*affordable housing*" shall mean housing for individuals earning between 80% to 120% of Area Median Income (AMI).



Zoning Map for the Property



City Future Land Use Map Designation for the Property

2.2. **Affordable Housing Unit Requirements.** The Proposer will be required to design and construct, some number of affordable housing units, which shall consist of a majority of units at or below 60% of Area Median Income.

Once constructed, the Proposer will be encouraged to offer the affordable housing units to qualifying individuals based on the following order of precedence: (1) City residents, (2) hometown heroes, (3) City employees, and (4) all other members of the general public.

2.3. **Proposer's Responsibilities.** After award of a long-term lease and development agreement and other related agreements, the Proposer shall be responsible for all aspects related

to and payment of all expenses associated with the planning, construction, maintenance, and operation of the proposed Project and the Property, including but not limited to, the following:

A. Securing all financing as required by the Long-term Lease and Development Agreement resulting from this RFP and payment of all costs related to the planning, construction and operation of the proposed development.

B. Obtaining certified, insured, experienced and reputable architectural, engineering, and construction services, including a general contractor, project manager and subcontractors for the Project.

C. Duly applying for, obtaining and maintaining any and all entitlements, permits, licenses, easements, property rights and approvals, necessary prior to and after construction.

D. Platting of the Property, if necessary.

E. Compliance with all regulations applicable at the time of construction for the Project.

F. All development fees imposed in connection with the development by Miami-Dade County or any other agency of appropriate jurisdiction of the Property.

G. All off-site public improvements and/or infrastructure required for development of the Property (streets, street widening, streetlights, sidewalks, water/sewer infrastructure, landscaping, etc.) will be the responsibility of the Proposer.

H. Extension, relocation and/or upgrading of utilities, including utilities serving existing City facilities, or connection of new utilities to the Property, if necessary. Utilities shall include the provision of adequate sewer, potable water, power, broadband internet, cable, and any other utility required by Miami-Dade County and/or other governing regulatory agencies.

I. Ensuring that rental rates for completed units rented to eligible tenants do not exceed the maximum monthly rate permitted by law for affordable housing units.

J. Certain activities which may potentially impact City facilities and/or operations may require that City employees or representatives monitor and coordinate such activities. The Proposer shall be responsible for all costs incurred as a result of such activities, including payment for costs incurred by the City in providing County employees or representatives to monitor and coordinate the activities.

K. The Proposer shall be solely responsible for any additional environmental review and assessments required by any authority having jurisdiction over such matters including any and all studies and analyses required for such review and assessments and for any remediation of the Property if required, at the sole expense of the Proposer.

L. Filing of Long-term Lease and Development Agreement or any other agreements resulting from this RFP and payment of all recording fees.

M. Payment of any and all taxes associated with the development of the Property, including but not limited to, ad valorem real estate taxes, that may be associated with the Project and/or the Property.

N. The Proposer will be required to submit an annual report to the City on an agreed upon date each year. The initial annual report(s) will outline and detail the progress of the project including the planning, permitting, designing, construction, etc. Once the construction is completed, the annual report will include but not limited to occupancy and retention rates, rental rates of all units as compared to other typical rental developments in Miami-Dade County, Florida, and overall fiscal solvency of the Project as well as any other relative information that may be of interest to City.

O. Submission of monthly status reports to the City regarding the Project development upon award of Long-term Lease and Development Agreement. Frequency, subject matter, and details covered in status reports will be determined by the City and may be changed at any time at the discretion of the City.

P. Commencement and completion of the construction of the Project in a timely manner in accordance with the Agreement(s) resulting from this RFP and all applicable rules, regulations, ordinances and standards required by the City and any other applicable regulatory agency.

Q. Prior to construction, the Proposer's designated Project Manager, its contractors and/or subcontractors, and any other employees and/or representatives of the Proposer as the City may require, will be required to meet with City staff to provide relevant information and to coordinate construction related activities. Upon commencement of construction, such meetings will be required as frequently as deemed appropriate by the City.

R. If required by the City the Proposer shall participate in community outreach activities.

S. Obtaining bonding and/or assurance of completion as required by law and as acceptable to the City.

T. Obtaining all insurance coverages as required by the City.

U. Applying for and obtaining any zoning changes and/or any other land use planning changes and/or waivers from the appropriate agency having jurisdiction. The City does not make or offer any representation or warranty that any such requested changes will be granted.

V. Obtaining any and all access permits from the State, Miami-Dade County, and/or any authority having such jurisdiction.

W. The Proposer will be responsible for the provision of all services and goods necessary for the development of the Property, including but not limited to all administration, management, supervision, labor, equipment, chemicals, supplies, tools, transportation, and other materials as necessary.

X. The property is being offered for development on an "as is" basis. The Proposer is solely responsible for completing a comprehensive due diligence process regarding development of the Property. The City disclaims all responsibility and liability for the completeness or accuracy of any information that it provides.

Acceptance by the City of the Proposer's Proposal for the Property does not constitute or imply any type of representation or warranty, whatsoever, regarding the condition of the Property, its suitability for the uses contemplated by this RFP or the Proposal or that development approvals or permits will be issued for the uses contemplated in the Proposal. The Proposer shall be solely responsible for obtaining all such approvals and permits and for resolving any objections to the proposed uses, regardless of the source of such objections. The City does not guarantee or represent, in any way, that it will provide support or assistance to the Proposer in obtaining development approvals or permits or resolving objections to the proposed uses, including but not limited to, objections to such uses by community organizations, community activists, elected City officials, or officials charged with issuing such approvals and permits.

END OF SECTION 2

SECTION 3

GENERAL CONDITIONS

3.1 GENERAL INFORMATION.

The provisions provided in this Section 3 shall govern this RFP and shall be incorporated into the Agreement (if applicable), except as may be specifically modified in the contract awarded pursuant to this RFP.

3.2 CONE OF SILENCE.

The provisions of City's Cone of Silence are applicable to this RFP. The City's Cone of Silence provisions can be found under Section 8A-7 of the City Code of Ordinances. The Cone of Silence as used herein means a prohibition of any communication regarding a competitive solicitation such as a request for proposal, request for qualification, request for information or invitation/request for bid, between a potential vendor, service provider, proposer or bidder (hereinafter referred to as the "potential bidder"), or agent, representative, lobbyist or consultant for the potential bidder; (hereinafter referred to as the "bidder's representative"); and

(i) Members of the City Commission; or
(ii) City's professional staff; or
(iii) Any member of the City's selection, evaluation or negotiation committee.

The provisions of the Cone of Silence shall not apply to:

(i) Communications at a duly noticed pre-bid conferences or at any duly noticed public selection or negotiation committee meeting or duly noticed public City commission meeting at which the City Manager has placed the subject of the solicitation on the agenda;
(ii) Communication regarding the solicitation at recorded contract negotiations, recorded oral presentation or recorded oral question and answer session and recorded contract negotiation strategy sessions in compliance with the exemption in F.S. § 286.0113;
(iii) Briefings made by the City Manager or his designee to the City Commissioners during a meeting following the completion of the selection or negotiation committee meetings;
(iv) Written communication at any time with any City professional staff (not including selection, evaluation or negotiation committee members), unless specifically prohibited by the applicable competitive solicitation documents. This section shall not be construed to prevent written communication between City professional staff and any City selection, evaluation or negotiation committee. A copy of any written communication made during the cone of silence shall be contemporaneously filed with the City clerk by the potential bidder or bidder's representative. The City clerk shall make copies available to any person upon request;

(v) Communication that is strictly limited to matters of those processes or procedures that are contained in the corresponding solicitation document and which communication is between any person and the City's purchasing agent or the City employee who is designated as being responsible for administering the procurement process for such solicitation;

(vi) Communications with the City attorney and his or her staff;

(vii) Communications during any duly noticed site visits to determine the competency and responsibleness of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes a written recommendation;

(viii) Any emergency procurement of goods or services pursuant to City code;

(ix) Responses to a request made by the City's purchasing agent, or the City employee who is designated as being responsible for administering the procurement process for such solicitation, for clarification or additional information.

(x) Communications prior to bid opening between City's professional staff and potential bidders and/or bidder's representatives to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential bidders and/or bidder's representatives and any member of the City's professional staff including, but not limited to the City Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

Written communications or inquiries for clarification of process or procedure are allowed if directed to [INSERT NAME AND TITLE] procurement@southmiamifl.gov with a copy to the City Clerk at CityClerk@southmiamifl.gov. These must include the requester's contact information. Communications to other City officials or employees are prohibited until the Cone of Silence is lifted.

Violation of the Cone of Silence by a particular bidder or proposer, or their representative, shall render any award to said bidder or proposer voidable by the City Commission and/or City Manager. Any person who violates a provision of this section may be prohibited from serving on a city selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a city employee may subject said employee to disciplinary action at the discretion of the City Manager.

3.3 **REQUESTS FOR INFORMATION/CLARIFICATION.** The City, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate Proposals. The City has made efforts to provide accurate and complete information in this RFP. The City shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Proposers to assure that they have all information necessary for submission of their Proposals. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email to [INSERT NAME AND TITLE] procurement@southmiamifl.gov with a copy to the City Clerk at CityClerk@southmiamifl.gov.

3.4 **ADDENDA.** If the City finds it necessary to add to, or amend this RFP prior to the Proposal submittal deadline, the City will issue written addenda/addendum. Each Proposer must acknowledge receipt of each addendum by signing the acknowledgement (**FORM 4**) and providing it with its Proposal.

3.5 **CERTIFICATION.** By submitting a Proposal to this RFP, the signer of the Proposal declares that the person(s), firm(s) and parties identified in the Proposal are interested in and available for providing the Services; that the Proposal is made without collusion with any other person(s), firm(s) and parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full authority to bind the person(s), firm(s) and parties identified in the Proposal. By submitting a Proposal, the Proposer shall certify that it has fully read and understood this RFP and the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

3.6 **ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's ability to fulfill the requirements of the RFP.

3.7 **JOINT PROPOSALS.** In the event multiple Proposers submit a joint Proposal in response to this RFP, a single Proposer shall be identified as the Prime Contractor. If offering a joint Proposal, the Prime Contractor must include the name and address of all parties of the joint Proposal. The Prime Contractor shall provide all bonding and insurance requirements, execute any Contract, complete the required forms contained herein, and have overall and complete accountability to resolve any dispute that may arise in connection with the Proposal. Only a single contract with one Proposer shall be acceptable. The Prime Contractor's responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other Proposers participating or presenting at City meetings, and overseeing preparation of reports and presentations. The Prime Contractor shall also prepare and present a consolidated invoice(s) for services performed if awarded a contract. The City shall issue only one check for each consolidated invoice to the Prime Contractor for Services performed. The Prime Contractor shall remain responsible for performing Services associated with response to this Proposal even if other participating Proposers fail to perform any obligations required herein.

3.8 **SUBCONTRACTING.** Within five (5) calendar days after Proposal opening, the apparent Successful Proposer shall submit to the City and the Consultant for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the City, will notify the Contractor in writing if either the City or the Consultant, after due investigation, has reasonable objection to any Subcontractor, person, or organization on such list. The failure of the City or the Consultant to make objection to any Subcontractor, person, or organization on the list within thirty (30) days of the receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the City or the Consultant to reject defective

Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents. If, prior to the Notice of Award, the City or the Consultant has reasonable objection to and refuses to accept any Subcontractor, person or organization listed, the apparent low Proposer may, prior to Notice of Award, submit an acceptable substitute without an increase in its Proposal price.

3.9 **INTERVIEWS.** The City reserves the right to short list Proposers and conduct personal interviews or require presentations by any or all Proposers prior to ranking, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.

3.10 **PROPOSALS BINDING; RETENTION AND WITHDRAWAL OF PROPOSALS.**

3.10.1 Proposals Binding. All Proposals submitted shall be binding upon the Proposer for 90 calendar days following opening.

3.10.2 Firm Financial Offer. If the Proposer is awarded an Agreement pursuant to this RFP, the prices, rates, costs, fees, revenue sharing, or other monetary components of the Proposal submitted in response to this RFP shall remain fixed and firm during the competitive procurement process and the initial term of the Agreement, awarded to the selected Proposer(s).

3.10.3 Proposal Withdrawal. Proposers may withdraw their Proposals from consideration by the City pursuant to this RFP by notifying the City Clerk in writing at any time prior to the scheduled opening. Proposers may withdraw their Proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity prior to withdrawing their Proposals from consideration by the City pursuant to this RFP.

3.10.4 Retention of Proposals. Proposals, once opened, become the property of the City. The City reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that Proposer is selected.

3.11 **PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with Proposals shall become property of the City and shall be deemed to be public records subject to public inspection. Pursuant to Section 119.071(1)(b), Florida Statutes, sealed Proposals received by the City pursuant to this RFP are exempt from disclosure until such time as the City provides notice of an intended decision or until 30 days after the opening of Proposals, whichever is earlier. Furthermore, if the City rejects all Proposals submitted in response to this RFP, such Proposals shall remain exempt if the City provides notice of its intent to reissue this RFP, provided that such Proposals shall not be exempt for longer than 12 months after the City's notice of its intent to reject all Proposals and reissue the RFP.

Furthermore, Proposers are required to *identify specifically* any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.0701, Florida Statutes, if a civil action is filed against a Proposer to compel production of public records relating to the City's contract for services, the court

shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the City and to the contractor.

3.12 **IRREGULARITIES; RESERVATION OF RIGHTS.** Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the competitive solicitation process, to reject any or all Proposals, reject a Proposal which is in any way incomplete or irregular, reissue the entire solicitation, or enter into agreements with more than one Proposer. Proposals received after the deadline provided in this RFP will not be considered.

The City reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the City reserves the right to conduct a background investigation, including a criminal record check of the Proposer's employees and subcontractors, to investigate the financial capability, integrity, experience and quality of performance of each Proposer, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Respondents shall furnish additional information as the City may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The City reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

3.13 **LOBBYIST REGISTRATION.** Proposer must comply with the City's lobbyist regulations. Please contact the City Clerk at (305) 663-6340 or CityClerk@southmiamifl.gov for additional information.

3.14 **PROPOSAL/PRESENTATION COSTS.** The City shall not be liable for any costs, fees, or expenses incurred by any Proposer in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.

3.15 **LATE SUBMISSIONS.** Proposals received by the City after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Proposals shall be decided in the favor of the City. Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. The City shall not be responsible for Proposals received after the submittal deadline and encourages early submittal.

3.16 **COMPLETENESS.** All information required by this RFP must be supplied to constitute an acceptable and complete Proposal.

3.17 **PERMITS, TAXES, LICENSES.** The Proposer shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

3.18 **LAWS, ORDINANCES.** The Proposer shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

3.19 **TERMS OF ENGAGEMENT; LONG-TERM LEASE AND DEVELOPMENT AGREEMENT.** Upon selection by the City Commission, the City Manager shall negotiate, and if authorized, execute a long-term lease and development agreement with the Successful Proposer(s) for the provision of the Services. The longterm lease and development agreement shall contain a term of 50 years, incorporate a Financial Proposal that the City Manager, in his/her sole discretion, determines is fair, competitive, and reasonable, and the major terms and conditions contained in this RFP. The terms of the agreement may be negotiated, at the City's sole discretion.

3.20 **COMPUTER AIDED DESIGN (CAD).** If applicable, the selected Proposer will be required to produce all work product using the latest version of AutoCAD; prior to and during construction, CAD files shall be made available to the Contractor(s) at no cost for the Consultant's coordination drawings and will be provided to the City at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the City upon submittal.

3.21 **INSURANCE.** Proposer shall secure and maintain throughout the duration of this RFP and the contract, if selected, 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 Proposer's insurance and shall not contribute to the Proposer'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. Copies of Proposer's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and 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. All coverage forms must be primary and non-contributory and the Proposer shall provide a waiver of subrogation for the benefit of the City. The Proposer shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

1. Comprehensive General Liability with minimum limits of Two Million Dollars ($2,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy,

without restrictive endorsements, as filed by the Insurance Services Office, and must include:

a. Premises and Operation
b. Independent Contractors
c. Products and/or Completed Operations Hazard
d. Explosion, Collapse and Underground Hazard Coverage
e. Broad Form Property Damage
f. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
g. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

2. Worker's Compensation insurance at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(cies) must include: Employers' Liability at the statutory coverage amount. The Proposer shall further insure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance. No employee, subcontractor or agent of the Proposer shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

3. Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) plus a One Million Dollar ($1,000,000.00) umbrella per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. 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 Services Office, and must include:

a. Owned Vehicles.
b. Hired and Non-Owned Vehicles
c. Employers' Non-Ownership

4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

3.22 **Bonds.** The Successful Proposer must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Contract, deliver to the City the Bonds required to be provided by Proposer hereunder and the Contract (collectively, the "Bonds"). The City, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the City will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Contract is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Proposer's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes

insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Proposer shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the City.

3.22.1 Performance Bond. If this provision is selected by the City, the selected Contractor must deliver to the City a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Contractor defaults on the contract with the City by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the City shall select this box: ☐.

3.22.2 Payment Bond. If this provision is selected by the City, the selected Contractor must deliver to the City a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Contractor and the City if the selected Contractor fails to make any required payments only. If a payment bond is required, the City shall select this box: ☐.

3.22.3 Waiver of Bonds. If this provision is selected by the City, the City Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the City. If the requirement for a payment bond is waived, the City shall select this box: ☐. If the requirement for a performance bond is waived, the City shall select this box: ☐.

3.23 Indemnification.

3.23.1 Proposer 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 Proposer's performance or non-performance of any provision of this RFP, including, but not limited to, liabilities arising from contracts between the Proposer and third parties made in connection with this RFP. Proposer 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 Proposer's performance or non-performance of any provisions in this RFP.

3.23.2 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 RFP or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

3.23.3 The provisions of this section shall survive termination of this RFP.

3.24 MISCELLANEOUS PROVISIONS.

3.24.1 PROPOSAL EXEMPT. Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The City reserves the right to Proposal separately any item or service if deemed to be in the best interest of the City.

3.24.2 DELIVERY. All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the Proposal. Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Normal receiving hours are Monday through Friday (excluding holidays) 8:00 A.M. to 5:00 P.M. City Hall is located at 6130 Sunset Drive, South Miami, Florida 33143.

3.24.3 ESTIMATED QUANTITIES. The estimate of the various quantities of goods and services applicable to unit price items is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment shall be made on the basis of the actual quantities received. The City reserves the right to increase or reduce the quantities and to eliminate any items in order that the items or work can be completed within the amount of available funds.

3.24.4 BRAND NAMES/TRADE-NAMED ITEMS. Use of a brand name, trade name, make, model, manufacturer, or Proposer catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the City's intent to rule out other competition, therefore, the phrase “or acceptable equal” is added. However, if a product other than that specified is Proposal, it is the Proposer's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items Proposal. The City shall be the sole judge concerning the merits of proposal submitted.

Proposer shall indicate on the Proposal form the manufacturer's name and number if proposing to use materials other than the specified brands and shall indicate any deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

The items Proposal must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the Successful Proposer must repair and/or replace the unit without cost to the City with the understanding that all replacements shall carry the same guarantee as the original equipment. The Successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the City.

When an item appearing in the solicitation document is listed by a registered trade name and the wording “no substitute”, “spec only” or “only” is indicated, only that trade-named item will be considered. The City reserves the right to reject products

that are listed as approved and waive formalities. Should a Proposer wish to have products evaluated for future solicitation consideration, please contact in writing, the City. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded, and ordered are prohibited except as may be approved by City.

3.24.5 DELETION/OVERSIGHT/MISSTATEMENT. Any deletion, oversight or misstatement of specifications shall not release the Proposer from the responsibility of completing the services within the agreed upon time frame.

3.24.6 COPYRIGHTS OR PATENT RIGHTS. The Proposer warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing, or selling the goods shipped or ordered as a result of this RFP. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

3.24.7 DIRECT MATERIAL PURCHASES. The City reserves the right to issue purchase orders for materials to either the Proposer's or the City's suppliers for construction related materials.

3.24.8 COOPERATIVE PURCHASING AGREEMENTS. All Proposers submitting a response to this RFP agree that such response also constitutes a Proposal to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this Proposal, should the awarded Proposer(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to reissue any competitive solicitation.

3.24.9 PERSONAL INJURY AND PROPERTY DAMAGE. The Proposer assumes all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Proposer and the officers, employees, and agents thereof. The Proposer also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Proposer or otherwise acting or engaged to act at the instance of the Proposer in furtherance of this Proposer fulfilling the Proposer's obligations under this contract.

3.24.10 RIGHT OF INSPECTION/COOPERATION WITH FEMA, STATE, OR OTHER AGENCIES. In the event that services performed under this Agreement could be reimbursable from FEMA or other federal, state, or local programs or grants, the awarded Responder(s) will work with the City and/or its designated representatives of any organization providing reimbursement to the extent necessary to provide all required information for reimbursement. This information may include but not be limited to backup documentation and/or justification for all costs, list(s) of materials and/or equipment used, including amount and/or time of

usage, and hours and rates of labor performed in the completion of work relating to this Agreement. Failure to supply information requested could result in non-payment.

END OF SECTION

SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS

This Section contains the Form Proposal Package consisting of various forms, affidavits, and exhibits attached to this solicitation for completion and submission, as applicable, with the Proposal. Please complete and submit the entirety of the requirements of Section 1.4 and the Form Proposal Package provided in this Section.

EXHIBITS

EXHIBIT A:

EXHIBIT B: Declaration/Affidavit of Representation

City: Please add any plans and specifications that are part of the RFP as Exhibit C, D, Etc.

FORM 1
PROPOSAL CHECKLIST

A. **Section 1.3 Proposal Requirements.** Submit all of the required and supporting documentation outlined under Section 1.4 of this RFP, including, without limitation as follows:

- ❑ Tab A: Cover Page
- ❑ Tab B: Table of Contents
- ❑ Tab C: Letter of Intent
- ❑ Tab D: Firm Qualifications
- ❑ Tab D.9.vE: Project Team/Personnel Qualifications
- ❑ Tab DF: Proposer's Master Development Plan
- ❑ Tab H: Project Schedule Plan
- ❑ Tab I.3: Financial Proposal Form
- ❑ Tab H: Financial Strength and Capacity
- ❑ Tab J: Proposal Guarantee
- ❑ Tab K: Cost Recovery
- ❑ Tab L: Special Consideration

B. **Form Proposal Package.** Complete and submit all required forms that make up the Form Proposal Package, including:

_____ Form 1: Proposal Checklist

_____ Form 2: Company Qualifications Questionnaire

_____ Form 3: Certificate of Authority (Complete one of the two forms as applicable)

- _____ Form 3A: Certificate of Authority (for Corporations or Partnerships)
- _____ Form 3B: Certificate of Authority (for Individuals)

_____ Form 4: Acknowledgment of Addenda

_____ Form 5: Single Execution Affidavit

_____ Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))

_____ Form 7: Dispute Disclosure

_____Form 8: Key Staff and Proposed Subcontractors

_____ Form 9: References

_____ Form 10: State Required Affidavits

- _____ Form 10A: E-Verify Affidavit
- _____ Form 10B: Affidavit Attesting to Noncoercive Conduct for Labor or Services
- _____ Form 10C: Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern

_____ Form 11: IRS Form W-9

_____ Form 12: Financial Proposal

_____ Form 13: Proposal Guarantee (unless waived)

_____ [CITY: INSERT ANY MISCELLANEOUS FORMS REQUIRED HERE]

Firm: _____ **Date:** _____

Authorized Signature: _____

Print or Type Name: _____ **Title:** _____

CITY OF SOUTH MIAMI
REQUEST FOR PROPOSALS NO. [insert number]
FORM 2
COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Proposer's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name

Principal Business Address

Telephone Number Facsimile Number

Email Address

Federal I.D. No. or Social Security Number Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category License No. Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):
□ Individual □ Partnership □ Corporation □ LLC □ LLP □ Other_____

Please identify the Firm's primary business:_____

Please identify the number of continuous years your Firm has performed its primary business: _____
Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name _____ Insurance Carrier Contact Person _____

Insurance Carrier Address _____ Telephone No. _____ Email _____

Has the Firm filed any insurance claims in the last five (5) years? □ No □ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
□ No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

CURRENT AND PAST CLIENTS

Please identify a list of current and past clients, with an emphasis on clients that are Florida municipalities and/or local governments:

Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

Additional current and past clients may be attached to this form on a separate sheet.

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

ADDITIONAL INFORMATION

1. The following information shall be attached to the Proposal.
    a. Contractor's home office organization chart.
    b. Contractor's proposed project organizational chart.
    c. Resumes of proposed key project personnel, including on-site Superintendent.

2. List and describe any:
    a. Bankruptcy petitions filed by or against the Proposer or any predecessor organizations,
    b. Any arbitration or civil or criminal proceedings, or
    c. Suspension of contracts or debarring from Bidding by any public agency brought against the Proposer in the last five (5) years.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____ a business existing under the laws of the State of _____, (the "Entity") held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that, _____, as ___ _____ of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20___, on behalf of the Entity and submit this Proposal to City of South Miami, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of _____, 20___.

Secretary: _____ President: _____
Print Name: _____ Print Name: _____

(Seal)

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

I,_____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
   _____ doing business as _____, the Proposer that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this Proposal to City of South Miami, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____

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

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ By: _____
NAME OF PROPOSING OR BIDDING ENTITY INDIVIDUAL'S NAME AND TITLE

_____ Date: _____
FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Proposer Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Contractor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Proposer Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

_____
Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of City of South Miami (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Contractor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Contractor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to City.

_____
Proposer Initials

Non-Collusion/Anti-Collusion Affidavit

1. Bidder/Proposer has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder/Proposer, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Bidder/Proposer, or to fix any overhead, profit, or cost

element of the Proposal/Bid price or the Proposal/Bid price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of South Miami or any person interested in the proposed Contract.

4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

_____
Proposer Initials

Scrutinized Companies

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Contractor under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

_____
Proposer Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

_____
Proposer Initials

Truth in Negotiation Certificate

The Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with City of South Miami, Florida.

_____
Proposer Initials

Prohibition on Contingent Fees

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Contractor is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for

professional architecture and engineering services with City of South Miami, Florida. Contractor understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

_____
Proposer Initials

Drug Free Workplace

The Proposer in accordance with Section 287.087, Florida Statutes, hereby certifies that Proposer shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Subsection (1).

4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
Proposer Initials

Acknowledgement of Conformance With OSHA Standards

We, _____ (Name of Proposer), hereby acknowledge and agree that as contractors for the [Project Name] project, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of South Miami, against any and

all liability, claims, damages, losses and expenses they may incur due to the failure of (subcontractor's names):

_____

_____

_____

to comply with such act or regulation.

_____
Proposer Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

In the presence of:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

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

FORM 6
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

---

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

---

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Proposal protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Contractor or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for City of South Miami.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications (Attach Copies)

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the City:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The Proposer is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the Proposer's Proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 9
REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

Reference No. 1

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

Reference No. 2

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

Reference No. 3

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

FORM 10

FORM 10A

I. E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, City of South Miami 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.

By submitting a response to this RFP and signing below, the Proposer Firm 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. **The Proposer Firm must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the Firm'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.

□ Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

_____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

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

FORM 10B

II. 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

FORM 10C

III. 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 ethe 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

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the Proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

□ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____ **Date:** _____

_____

Print or Type Name: _____ **Title:** _____

FORM 12
FINANCIAL PROPOSAL

[TO BE DEVELOPED]

The undersigned attests to his/her authority to submit this price proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposals relating to this request and this Proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the Proposer hereby declares that this price proposal is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.

Firm: _____

Authorized Signature: _____ **Title:** _____

Print or Type Name: _____ **Date:** _____

FORM 13
PROPOSAL GUARANTEE
[IF THE PROPOSAL GUARANTEE REQUIREMENT IS WAIVED BY CITYMANAGER, DELETE THE TEXT BELOW AND REPLACE WITH "INTENTIONALLY OMITTED. PROPOSAL GUARANTEE REQUIREMENT HAS BEEN WAIVED BY THE CITY MANAGER."]

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____
as Principal and Proposer, and _____
Hereinafter called Surety, are held and firmly bound unto the City of South Miami, a municipality within the State of Florida, and represented by its City Manager, in the sum of five percent of the proposed annual price proposal amount of: $_____
(Written Dollar Amount) dollars ($_____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.
WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the City of South Miami for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and solicitation, entitled:

[INSERT NAME OF RFP]
[INSERT RFP NO.]

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or proposal guarantee in the amount of 5% of the price proposal amount be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of South Miami and furnishes the Performance Bond, in an amount equal to one hundred percent of the **annual** base price proposal amount, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of South Miami and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____as Principal herein, has caused these presents to be signed in its name by its _____
_____ and attested by its _____
_____under its corporate seal, and the said _____
_____ as Surety herein, has caused these presents to be signed in its name by its
_____
and attested in its name by its _____
under its corporate seal, this _____ day of _____ , 2025.

In the presence of:	Signed, sealed and delivered by:
_____	_____
Witness #1 Print Name: _____	Print Name: _____
_____	Title: _____
Witness #2 Print Name: _____	Principal/Firm: _____

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Attorney-In-Fact: _____

(Power of Attorney to be attached)

Witness #2 Print Name: _____

Resident Agent

[CITY TO INCLUDE ANY MISCELLANEOUS FORMS REQUIRED FOR THIS RFP HERE]

EXHIBIT A

EXHIBIT B
DECLARATION/AFFIDAVIT OF REPRESENTATION

This Affidavit is not required for compliance with the City's Solicitation; however, it may be used to avoid the need to register members of your presentation team as lobbyists. Pursuant to City Ordinance 28-14-2206 (c)(9), any person who appears as a representative for an individual or firm for an oral presentation before a City certification, evaluation, selection, technical review, or similar committee, must list on an affidavit provided by the City staff, all individuals who may make a presentation. The Affidavit must be filed by with the City Clerk's office at the time a response, bid, or proposal is submitted to the City. For the purpose of this solicitation only, the members listed for the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. No person may appear before any committee on behalf of an anyone unless he or she has been listed as part of the firm's presentation team pursuant to this Affidavit or unless he or she is registered with the City Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.

Pursuant to Section 92.525(2), Florida Statutes, the undersigned, _____, makes the following declaration under penalties of perjury:

Listed below are all individuals who may make a presentation on behalf of the entity that the affiant represents.

NAME	TITLE

For the purpose of this Affidavit of Representation only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, will not be required to pay any registration fees. The Affidavit of Representation must be filed with the City Clerk's office at the time the committee's proposal is submitted to the City as part of the procurement process.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and specifically that the persons listed above are the members of the presentation team of the entity listed below.

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, on behalf of _____. She/He ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Notary Public

_____
Print Name

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Clerk
Item Type:	Report
Agenda Section:	DISCUSSION ITEM(S)

Subject:
MetroConnect - Commissioner Rodriguez

Suggested Action:

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Clerk
Item Type:	Report
Agenda Section:	DISCUSSION ITEM(S)

Subject:
Marshall Williamson designated historic house for sale - Commissioner Calle

Suggested Action:

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Manager
Item Type:	Resolution
Agenda Section:	CONSENT AGENDA

Subject:
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING THE RENEWAL OF SERVICES WITH CIVICPLUS, LLC FOR WEBSITE HOSTING, SUPPORT, AND MOBILE APPLICATION INTEGRATION FOR A 1-YEAR PERIOD IN AN AMOUNT NOT TO EXCEED $64,042.53; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION; CORRECTIONS; AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER)

Suggested Action:

Attachments:
Memo_Civic_Plus_Renewals_2026___With_chatbot_.docx
Reso Civic Plus Renewal Fy25 26 CAv2.DOCX
Invoice_345576.pdf
30f3a00c-afa8-41ed-ba50-43a5a62cbe26.pdf
Credit Memo_5266559_NS_FILE.pdf
Exhibit A - South Miami and CivicPlus.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor, Vice Mayor, and Members of the City Commission

FROM: Genaro "Chip" Iglesias, City Manager

DATE: January 20, 2026

SUBJECT: Multiple CivicPlus Services Renewals ($64,042.53)

RECOMMENDATION:

Approve the renewal of services with Civic Plus for its website hosting, support, and mobile app integration for a one-year period.

BACKGROUND:

The City of South Miami (the "City") has been utilizing the services provided by CivicPlus for website hosting, support, and mobile app integration for several years. CivicPlus has been instrumental in ensuring that the City's website remains accessible and functional for residents, businesses, and the public. Their comprehensive services include domain hosting, customer support, site maintenance, SSL certification, Chatbot, and integration of the CivicEngage Central platform, among others. The renewal of these services is crucial to maintaining the City's online presence and continuing effective communication with the public. This year we have added a new tool, a Chatbot feature, as part of this renewal.

The City has received a quote from CivicPlus LLC (the "Vendor") for the renewal of these services for a one-year term from October 1, 2025, through September 30, 2026. The total cost of the renewal will not exceed $64,042.53. A detailed breakdown of the services and associated costs is attached hereto as Exhibit "A." The services reflect a 5% annual uplift as agreed to in year 1.

FUNDING:

The expenditure shall not exceed $64,042.53 and will be charged to Account No. 001-1340-513-4634, FY 2026 Adopted Budget effective October 1, 2025, or another funding source as determined by the City Manager to be in the best interest of the City.

ATTACHMENTS:

Invoice (Exhibit A)
Proposed Resolution

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING THE RENEWAL OF SERVICES WITH CIVICPLUS, LLC FOR WEBSITE HOSTING, SUPPORT, AND MOBILE APPLICATION INTEGRATION FOR A 1-YEAR PERIOD IN AN AMOUNT NOT TO EXCEED $64,042.53; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION; CORRECTIONS; AND AN EFFECTIVE DATE.

WHEREAS, the City of South Miami (the "City") utilizes various services provided by CivicPlus LLC (the "Vendor") for its website hosting, support, and mobile application integration (the "Services"); and

WHEREAS, the Services include Hosting and Support, SSL Certificate, CRT User Licenses, Pay Annual Maintenance and Support, CivicEngage Central, DNS Hosting, CP Mobile App Shell, API Management, CivicEngage Central Integration, AudioEye Managed, Chatbot, Marketplace App Renewal, and Unlimited Government User Licenses for service request management; and

WHEREAS, the City has entered into various agreements with the Vendor for individual components of the Services pursuant to Resolution Nos. 151-23-16084 (website design, support, maintenance, and hosting), 014-24-16119 (SeeClickFix mobile application), and 023-24-16128 (website services); and

WHEREAS, the Vendor has provided the quote attached hereto as Exhibit "A" (the "Quote") for the renewal of the Services under a single agreement for a one-year term from October 1, 2025, through September 30, 2026, in an amount not to exceed $64,042.53; and

WHEREAS, Section 5 of Article III of the City Charter provides that all purchases in excess of $5,000 shall be approved by the City Commission after competitive conditions have been maintained and competitive bids sought from at least three different sources of supply, if available, with such determination to be made by the City Commission; and

WHEREAS, due to the nature of the Services and the experience with the Vendor, the City Manager finds it in the best interest of the City to waive purchasing requirements calling for bids because the Services are not readily available from different sources; and

WHEREAS, the City Commission desires to approve and authorize the renewal of the Services with the Vendor consistent with the Quote attached hereto as Exhibit "A" in an amount not to exceed $64,042.53, and authorize the City Manager to negotiate and execute the Master Services Agreement and Solutions and Services Terms and Conditions attached hereto as Exhibits "B" and "C", respectively, in substantially the forms attached hereto, and any other agreement(s) required by the Vendor, subject to the approval of the City Attorney as to form, content, and legal sufficiency.; and

WHEREAS, the cost of the Services shall be funded and charged to Account No. 001-1340-513-4634 as part of the Fiscal Year 2025-26 Adopted Budget, or such other funding source(s) as determined by the City Manager to be in the best interest of the City; and

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

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

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

Section 2. Approval and Authorization. The City Commission hereby approves and authorizes the renewal of the Services with the Vendor consistent with the Quote attached hereto as Exhibit "A," in an amount not to exceed $64,042.53, and authorizes the City Manager to negotiate and execute the Quote, the Master Services Agreement and Solutions and Services Terms and Conditions attached hereto as Exhibits "A", "B" and "C", respectively, in substantially the forms attached hereto, and any other agreement(s) required by the Vendor, subject to the approval of the City Attorney as to form, content, and legal sufficiency. The cost of the Services shall be funded and charged to Account No. 001-1340-513-4634 as part of the Fiscal Year 2025-26 Adopted Budget, or such other funding source(s) as determined by the City Manager to be in the best interest of the City.

Section 3. Implementation. The City Manager is hereby authorized to take all actions necessary to implement this Resolution.

Section 4. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF

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

COMMISSION VOTE:
Mayor Javier Fernández:
Vice Mayor Brian Corey:
Commissioner Lisa Bonich
Commissioner Steve Calle:
Commissioner Danny Rodriguez:
:

Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#345576

10/1/2025

Bill To

Alfredo Riverol
City of South Miami
6130 Sunset Drive
South Miami FL 33143

TOTAL DUE

$62,029.29

Due Date: 10/31/2025

Terms	Customer	Approving Authority
Net 30	City of South Miami, FL	

Qty	Item	Start Date	End Date	Amount
1	Annual Fee Renewal for Hosting and Support	10/1/2025	9/30/2026	$9,384.01
1	SSL Certificate Annual Fee	10/1/2025	9/30/2026	$261.72
1	CRT User Licenses (5-10 Users)	10/1/2025	9/30/2026	$1,046.88
1	Pay Annual maintenance and support fee	10/1/2025	9/30/2026	$2,440.25
1	48 Month Redesign Ultimate Annual - Municipal Websites Central	10/1/2025	9/30/2026	$0.00
1	DNS Hosting Recurring: https://www.southmiamifl.gov/	10/1/2025	9/30/2026	$287.38
1	Proprietary CP Mobile app shell, API management	10/1/2025	9/30/2026	$3,148.74
1	A Municipal Websites Central integration, which includes standard mobile relevant modules	10/1/2025	9/30/2026	$4,723.11
1	AudioEye Managed: (southmiamifl.gov)	10/1/2025	9/30/2026	$24,727.95
1	Marketplace App Annual	10/1/2025	9/30/2026	$5,788.13
1	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.	10/1/2025	9/30/2026	$10,221.12

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#345576

10/1/2025

Total	$62,029.29
Due	**$62,029.29**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-114824-1
Date: 1/8/2026 11:23 AM
Expires On: 3/9/2026

Client:
City of South Miami, FL

Bill To:
SOUTH MIAMI CITY, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Woody Estep	850-692-7032	westep@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicPlus Chatbot Implementation	CivicPlus Chatbot Implementation

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.

Total Investment - Prorated Year 1	USD 4,513.24
Annual Recurring Services (Subject to Uplift)	USD 5,500.00

Total Days of Quote:266

Initial Term	Beginning at signing and ending 9/30/2026, Renewal Term 10/1 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: https://www.civicplus.help/docs/civicplus-legal-stuff (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-114824-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
Alfredo Riverol Printed Name:	_____ Printed Name:
CFO Title:	_____ Title:
January 9, 2026 Date:	_____ Date:
Digitally signed by 26971b7c-58d6-4326-bbcc-16fa300310e0 DN: CN=26971b7c-58d6-4326-bbcc-16fa300310e0 Reason: I am the author of this document Location: Date: 2026.01.09 16:29:34-05'00' Foxit PDF Editor Version: 2025.3.0	_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

Credit Memo

CIVICPLUS

Credit # 116918
Date 1/9/2026
PO #

Updated Remittance Address:
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

Mailing Address:
CivicPlus
302 S 4th St.
Suite 500
Manhattan, KS 66502
P 888-228-2233 ext 291
F 785-587-8951

Bill To

Alfredo Riverol
City of South Miami
6130 Sunset Drive
South Miami FL 33143

Applied $1,500.00
Unapplied $0.00

Project	Item	Quantity	Description	Rate	Amount
	AudioEye Annual Fee Renewal	1	AudioEye Managed: (southmiamifl.gov)	1,500.00	1,500.00

Total $1,500.00

Did you know? We now accept ACH payments.
If you are interested, please email accounting@civicplus.com or call (888) 228-2233 x291.

A Finance Charge of 1.5% Per Month Will Be Added To Past Due Accounts.

PAYMENT POLICY: Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

Invoice

PAST DUE

#345576

10/1/2025

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

Bill To

Alfredo Riverol
City of South Miami
6130 Sunset Drive
South Miami FL 33143

TOTAL DUE

$60,529.29

Due Date: 10/31/2025

Terms	Customer	Approving Authority
Net 30	City of South Miami, FL	

Qty	Item	Start Date	End Date	Amount
1	Annual Fee Renewal for Hosting and Support	10/1/2025	9/30/2026	$9,384.01
1	SSL Certificate Annual Fee	10/1/2025	9/30/2026	$261.72
1	CRT User Licenses (5-10 Users)	10/1/2025	9/30/2026	$1,046.88
1	Pay Annual maintenance and support fee	10/1/2025	9/30/2026	$2,440.25
1	48 Month Redesign Ultimate Annual - Municipal Websites Central	10/1/2025	9/30/2026	$0.00
1	DNS Hosting Recurring: https://www.southmiamifl.gov/	10/1/2025	9/30/2026	$287.38
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1	AudioEye Managed: (southmiamifl.gov)	10/1/2025	9/30/2026	$24,727.95
1	Marketplace App Annual	10/1/2025	9/30/2026	$5,788.13
1	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.	10/1/2025	9/30/2026	$10,221.12

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Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

Invoice

PAST DUE

#345576

10/1/2025

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

Total	$62,029.29
Due	**$60,529.29**

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Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#361153

1/13/2026

Bill To

Alfredo Riverol
City of South Miami
6130 Sunset Drive
South Miami FL 33143

TOTAL DUE

$4,452.97

Due Date: 2/12/2026

Terms	Customer	Quote #	Approving Authority
Net 30	City of South Miami, FL	Q-114824	Alfredo Riverol

Qty	Item	Start Date	End Date	Amount
1	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	1/12/2026	9/30/2026	$3,952.97
1	CivicPlus Chatbot Implementation	1/12/2026	9/30/2026	$500.00

Total	$4,452.97
Due	**$4,452.97**

To pay your invoice with a credit card **Click Here**.

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
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Credit Memo

CIVICPLUS

Credit # 116918
Date 1/9/2026
PO #

Updated Remittance Address:
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

Mailing Address:
CivicPlus
302 S 4th St.
Suite 500
Manhattan, KS 66502
P 888-228-2233 ext 291
F 785-587-8951

Bill To
Alfredo Riverol
City of South Miami
6130 Sunset Drive
South Miami FL 33143

Applied $1,500.00
Unapplied $0.00

Project	Item	Quantity	Description	Rate	Amount
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CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	Parks & Recreation
Item Type:	Resolution
Agenda Section:	CONSENT AGENDA

Subject:
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE WAIVER OF CERTAIN EVENT-RELATED FEES AND COSTS IN AN AMOUNT NOT TO EXCEED $17,177.80 PURSUANT TO SECTION 15B-6 OF THE CITY CODE FOR A SPECIAL EVENT KNOWN AS THE "2026 UNITY-REUNION MUSIC FESTIVAL" PRESENTED BY THE SOUTH MIAMI BLACK CULTURAL AFFAIRS FOUNDATION, INC. TO BE HELD SATURDAY, FEBRUARY 28, 2026, AT MURRAY PARK; PROVIDING FOR APPLICABILITY OF OTHER CODE REQUIREMENTS; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PARKS, RECREATION & CULTURAL DEPT.)

Suggested Action:

Attachments:
Memo - Unity Festival 2026.docx
Resolution 2026 Unity Festival Event Fee Waiver.DOCX
Complete Application - 2026 Unity Festival.pdf
Resolution #002-25-16294 - Special Event Fee Waiver Policy.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor, Vice Mayor, and Members of the City Commission

FROM: Genaro "Chip" Iglesias, City Manager

DATE: Tuesday, January 20, 2026

SUBJECT: Fee waiver request ($17,177.80) - 2026 Unity-Reunion Music Festival

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RECOMMENDATION:

This item requests approval of a $17,177.80 fee waiver for the South Miami Black Cultural Affairs Foundation, Inc. to host its annual Unity-Reunion Music Festival on Saturday, February 28, 2026.

BACKGROUND:

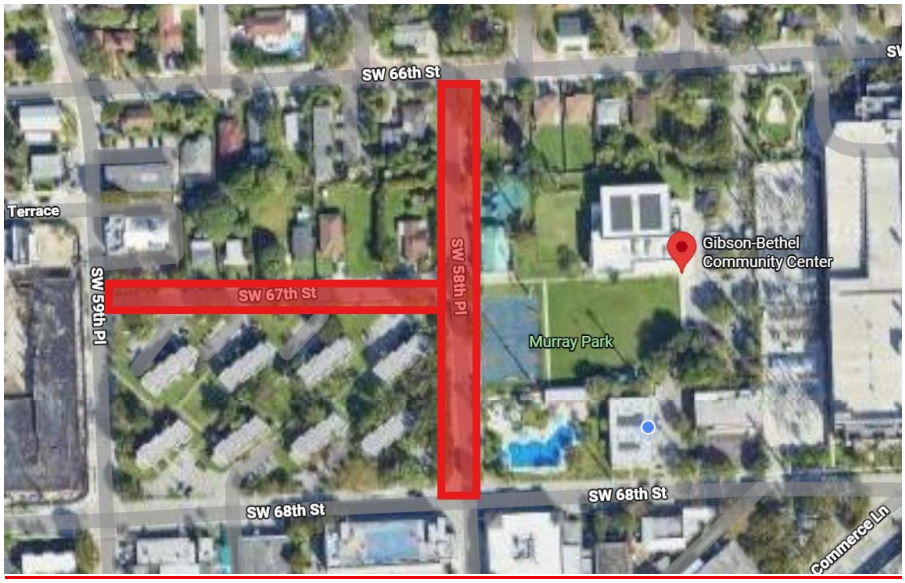
In observance of Black History Month, the South Miami Black Cultural Affairs Foundation, Inc. ("the applicant"), a Florida not-for-profit corporation, has submitted a request to host its annual Unity-Reunion Music Festival on Saturday, February 28, 2026, at Murray Park. The event is scheduled to run from 12:00 p.m. to 8:00 p.m., with set-up taking place that morning from 8:00 a.m. to 11:00 a.m. and breakdown from 8:00 p.m. to 11:00 p.m.

The proposed event is free to public, featuring live music, community speakers, and performances, alongside tents set up around the perimeter of the main multipurpose field showcasing arts and crafts vendors, food vendors, and special exhibits. 400+ attendees are expected.

City staff will assist with park maintenance, including ground and restroom upkeep during the festival. Based on learnings from last year, the following logistical and safety improvements will be implemented:

<u>Road Closure</u>
SW 58th Place, from SW 66th Street to SW 68th Street, will be closed to vehicular traffic. SW 67th Street, between SW 59th Place and SW 58th Place, will be closed to all traffic, with access permitted for residents only.

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM



Enhanced Police Presence

For safety purposes, 1 Commander, 1 Supervisor, and 10 officers will be on-site and along adjacent roads for crowd and traffic management.

Enhanced Code Enforcement Presence

Two code enforcement officers will be assigned to the event to ensure compliance with regulations, for example, unauthorized food vendors outside of the event.

The event application is currently under review and is subject to approval by the City Manager, as outlined in Section 15B-6 of the City Code. Upon approval, the applicant will be required to submit a Certificate of Liability Insurance that complies with the City's insurance requirements. This certificate must name the City of South Miami as an additional insured and must be provided prior to the event.

TOTAL ESTIMATED EVENT FEES:

The estimated total for city services is $17,177.80. The applicant is requesting to waive all special event fees as illustrated in the table below:

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

City Service	Fee	Applicant Waiver Request	Staff Waiver Recommendation	Staff Recommendation Payment to City
Application & Admin	$160	$160	$160	$0
Police Dept - 12 Officers (Direct/Roll Kall)	$8,426	$8,426	$8,426	$0
Parks & Recreation - 6 Staff (Direct)	$2,480	$2,480	$2,480	$0
Parks & Recreation Materials (Indirect)	$2,460	$2,460	$2,460	$0
Public Works - 3 Staff (Direct)	$960	$960	$960	$0
Public Works Materials/Equipment (Indirect)	$125	$125	$125	$0
Code Enforcement - 2 Staff (Direct)	$1,199	$1,199	$1,199	$0
Street Closure (Indirect)	$293	$293	$293	$0
MOT (Indirect)	$300	$300	$300	$0
Parking - 31 Spots (Indirect)	$775	$775	$775	$0
Total	**$ 17,177.80**	**$ 17,177.80**	**$ 17,177.80**	**$ -**

SECURITY DEPOSIT:

A $500 refundable security deposit is required for Florida not-for-profit entities. To qualify for an exemption, the applicant must provide proof of 501(c)(3) status, such as an IRS determination letter.

FEE WAIVER BALANCE REPORT:

FY-26 Approved Fee Waiver Report	
Event	**Waived Fees**
~~Sunday Motorcycle Show (10/5/25 - 12/28/25)~~	~~$9,693.97~~
Caring For Miami (Oct 25' - Jul 26')	$7,750.00
SoMi Slingshot Marketplace (10/11/25)	$2,177.88
DRT Porshe Car Show (1/16/26 - 1/17/26)	$6,522.00
SOMI Art Fest (2/21/26 - 2/22/26)	$5,675.00
	$22,124.88

ATTACHMENTS:

Resolution
Special Events Application & Supporting Documents
Resolution #002-25-16294 - Special Event Fee Waiver Policy

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE WAIVER OF CERTAIN EVENT-RELATED FEES AND COSTS IN AN AMOUNT NOT TO EXCEED $17,177.80 PURSUANT TO SECTION 15B-6 OF THE CITY CODE FOR A SPECIAL EVENT KNOWN AS THE "2026 UNITY-REUNION MUSIC FESTIVAL" PRESENTED BY THE SOUTH MIAMI BLACK CULTURAL AFFAIRS FOUNDATION, INC. TO BE HELD SATURDAY, FEBRUARY 28, 2026, AT MURRAY PARK; PROVIDING FOR APPLICABILITY OF OTHER CODE REQUIREMENTS; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

WHEREAS, South Miami Black Cultural Affairs Foundation, Inc. (the "Applicant'), a not for profit corporation, has submitted an application to host its Unity-Reunion Music Festival at Murray Park on Saturday, February 28, 2026 (the "Event"); and

WHEREAS, the Event application is under review and subject to approval by the City Manager pursuant to Section 15B-6 of the City Code; and

WHEREAS, the Applicant is requesting a waiver of event-related fees totaling $17,177.80, as detailed below:

City Service	Fee	Applicant Waiver Request	Staff Waiver Recommendation	Staff Recommendation Payment to City
Application & Admin	$160	$160	$160	$0
Police Dept - 12 Officers (Direct/Roll Kall)	$8,426	$8,426	$8,426	$0
Parks & Recreation - 6 Staff (Direct)	$2,480	$2,480	$2,480	$0
Parks & Recreation Materials (Indirect)	$2,460	$2,460	$2,460	$0
Public Works - 3 Staff (Direct)	$960	$960	$960	$0
Public Works Materials/Equipment (Indirect)	$125	$125	$125	$0
Code Enforcement - 2 Staff (Direct)	$1,199	$1,199	$1,199	$0
Street Closure (Indirect)	$293	$293	$293	$0
MOT (Indirect)	$300	$300	$300	$0
Parking - 31 Spots (Indirect)	$775	$775	$775	$0
Total	**$ 17,177.80**	**$ 17,177.80**	**$ 17,177.80**	**$ -**

; and

WHEREAS, pursuant to Section 15B-6(11) of the City Code, the City Commission may waive event-related fees and costs imposed pursuant to Section 15B-6; and

WHEREAS, the City Commission has adopted Resolution 002-25-16294, which established a Special Events Fee Waiver Policy with guidelines for evaluating requests for fee

waivers; and

WHEREAS, the City Commission desires to approve the waiver of event-related fees and costs for the Event as set forth herein; and

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

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

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

Section 2. Waiver of Fee. Pursuant to Section 15B-6(11) of the City Code, the City Commission hereby waives event-related fees and costs for the Event in the amount of $17,177.80, provided and conditioned upon the City Manager approving the application for the Event and the Applicant's compliance with all requirements under Section 15B of the City Code.

Section 3. Applicability of All Other Requirements. Except as waived and provided for herein, all other requirements of the Code remain applicable to the Event, and the City Manager shall ensure compliance with all Code requirements.

Section 4. Implementation. The City Manager is authorized to take any and all actions necessary to implement the purposes of this Resolution.

Section 5. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF	COMMISSION VOTE: Mayor Javier Fernández: Vice Mayor Brian Corey: Commissioner Lisa Bonich Commissioner Steve Calle:

Commissioner Danny Rodriguez:

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

South Miami
THE CITY OF PLEASANT LIVING

Permit #: _____

SPECIAL EVENT APPLICATION

This application must be submitted for special events that will be held on city property or requiring city services at least sixty **(60) days** prior to the date of the event. **Application submitted less than thirty (30) days prior to an event will NOT be accepted.** Please refer to the Special Events Handbook for more information about applying for a special event in the City of South Miami.

APPLICANT INFORMATION

APPLICANT NAME: Lexy Kelly TITLE: Business Manager

DAY TIME PHONE: 786/423-5776 MOBILE: ~~same~~

EMAIL: lexykelly44@gmail.com

2nd CONTACT NAME: _____ TITLE: _____

DAY TIME PHONE: _____ MOBILE: _____

EMAIL: _____

ORGANIZATION INFORMATION

NAME OF ORGANIZATION: ~~South Miami~~ Black Cultural Affairs Found. Inc

ADDRESS: 6250 S.W. 66 AVE Miami Fla 33143

PRESIDENT/MANAGER NAME: Lexy Kelly PHONE: 786/465 5776

Is your organization a non-profit, 501(c) (3) certificate holder? ☐ NO ☑ YES - If YES, please provide a copy of your certificate with the application.

EVENT INFORMATION

TYPE OF EVENT: ☑ FESTIVAL/CELEBRATION ☐ RUN/WALK ☐ FILM/PHOTO PERMIT ☐ CHARITY ☐ OTHER: _____

NAME OF EVENT: Unity Festival Reunion

LOCATION OF EVENT: ~~FEB. 29, 2026~~ Murray Park Gibson/Bethel

EVENT DATE(S): ~~FEB. 29, 2026~~ ☐ NEW EVENT ☑ RETURNING EVENT

WILL THIS BE AN ANNUAL EVENT? ☐ NO ☑ YES IF YES, THIS IS THE 3 YEAR OF THE EVENT

ANTICIPATED ATTENDANCE: 300-400 ACTUAL EVENT TIME: 12pm AM/PM to 8pm AM/PM

ASSEMBLY DATE(S): FEB 28 2026 SETUP TIMES: 8AM AM/PM to 11AM AM/PM

BREAKDOWN DATE(S): FEB 29 2026 BREAKDOWN TIMES: 8p AM/PM to 11PM AM/PM

EVENT NARRATIVE

A detailed written description/summary of your event is required. Please describe all activities, schedule of activities, inventory of any sold items, giveaway items, list of vendors and any other important information. If additional space is needed please use a blank sheet of paper and attach to the application.

_____

_____

_____

_____

_____

LOCATION APPROVAL

If the organization is a tenant and/or renter of the event location, please have the property owner complete the following.

Mark all that apply:

- ☑ Location is City of South Miami property (street, sidewalk, right-of-way, park, etc.)
- ☐ Applicant/Organization owns the requested event location
- ☐ Applicant/Organization will be using private property

Comments/Restrictions: _____

_____

Property Owners Name: _____ Phone: _____

Property Address: _____

I am _____ [Print name of Property Owner]

Under penalties of perjury, I declare that I have read the foregoing application, including the information that has been inserted into this form, and the facts stated in this document are true.

_____ _____

PROPERTY OWNER SIGNATURE DATE

_____

NOTARY SIGNATURE

Subscribed and sworn before me, this

_____ Day of _____, a

Notary Public in and for _____

County, State of _____

_____

Signature (NOTARY PUBLIC)

POLICE DEPARTMENT

Off-duty police officers are required for street closures as determined by the Police Department. You will be required to hire off-duty police officers if your event includes street closures, alcohol sales or large crowds over 50 people. Applicants will be responsible to pay for off-duty officers prior to the event date.

Yes	No	
☐	☑	Will your event obstruct the normal flow of traffic or sidewalks?
☑	☐	Do you expect the total attendance for your event to be over 50 people at any one given time?
☑	☐	Will you be requesting the use of off-duty police officers? **If YES, how many** _____ **Please note**: if you answered NO, to this question off-duty officers can still be assigned to your event at a cost to the applicant if deemed necessary.

If NO, please describe why you feel the event will not require off-duty officers.

STREET, SIDEWALKS AND RIGHT-OF-WAY CLOSURES

List detailed closures you are requesting for your event including street, sidewalks and right-of-ways.

Please note: All closures require City Commission approval by resolution and may take up to two (2) months to be approved. All street, sidewalk and right-of-way closures must be identified on the site map.

PLANNING AND ZONING

Yes	No	
☐	☑	Will you be hanging any banners over public streets or pole banners? If YES, a separate Banner Application with the City of South Miami Planning & Zoning Department will be required. **Please note:** Only 501(c)(3) organizations may apply for a banner application. All requests for banners over public streets must be reviewed and pre-approved. A 501(c)(3) certificate, insurance and photos of the banner must be included with the application to the Planning & Zoning Department.
☑	☐	Have you notified the event location neighbors or businesses about your event?

CODE ENFORCEMENT

Yes	No	
☑	☐	Will you be having any music and/or amplified sounds during your event?
☐	☑	Will your event be starting before 8:00 AM?
☐	☑	Will any music and/or amplified sounds play past 9:30 PM?

PARKS AND RECREATION

Yes	No	
☑	☐	Will this event take place in any of the South Miami City parks and/or recreation facilities? **Please note:** A rental fee will be applicable if a city park is being used.
☐	☑	Will this event require the use of any Department equipment (stage)? **If YES, please specify size of the stage requesting:** _____
☑	☐	Will this event require the use of any Department staff?

PARKING DIVISION

Yes	No	
☐	☑	Will you be renting any City parking meters? **If YES, how many** _____ **Please note:** All closures or interference on right-of-ways that includes parking meters will be required to pay the daily meter fee.
☐	☐	Do you have enough on-site parking to accommodate your event?
☑	☐	Will your event involve the use of a shuttle and/or alternate parking sites?

PUBLIC WORKS

Yes	No	
☐	☑	Will your event interfere with any public right-of-ways, such as roads, sidewalks, alleys, etc.?
☐	☑	Will your event require any full and/or partial right-of-way closures? **Please note:** Any right-of-way closures will require at least one off-duty officer per corner and the rental of barricades.
☑	☐	Would you like the City to provide you with any additional barricades for your event? **If YES, how many** _____.
☑	☐	Will your event require City Staff to remove recyclable goods, waste and garbage during and after the event?

If NO, please describe your plans for the cleanup and removal of recyclable goods, waste and garbage during and after your event.

_____

_____

ADDITONAL EVENT FEATURES

☐ Temporary Fencing	☐ Inflatables/Rides	☑ Live Music
☑ Signs/Banners	☐ Additional Barricades	☐ Open Flames
☑ Tents or Canopies	☑ Electrical Services/ Generators	☐ Port-A-Johns
☐ Other: _____		

Please note: If any of the following apply, a separate narrative description of each additional feature may be required by the City with this application. Additionally, tents, open flames and signs/banners may require an additional Permit at the cost to the applicant.

FEE WAIVERS

Applicants requesting a fee waiver must complete the below section and must include a letter from the business or organization along with the completed Special Events Application. It is at the discretion of the City Commission, to approve or disapprove all fee waiver requests and may take up to two (2) months.

Yes ☑ No ☐ Will you be submitting a letter for the waiver of fees?

If YES, please list all fees that will be requested to be waived:

PUBLIC WORKS / POLICE

FILM/STILL PHOTOGRAPHY

Type of Production: _____

Special Effects or Weapons: _____

Base Camp Location: _____

Number of Cast: _____ Crew: _____ Extras: _____

Type of Vehicle: _____ Total Vehicles: _____

Parking Location: _____

DEPARTMENT DIRECTORY

Special Events Division	(305) 668-3873	**South Miami Police**	(305) 663-6301
Public Works & Engineering	(305) 403-2063	**Parks and Recreation**	(305) 668-3876
Code Enforcement	(305) 668-7335	**Planning and Zoning**	(305) 663-6326

INDEMINIFATION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Levy Kelly ("Applicant"), and the City of South Miami ("City") on the date on which the last of the Parties executes this Agreement.

RECITALS

WHEREAS, the Applicant has submitted a Special Event Permit Application to the City for (event title) Unity Festival - Reunion at Murray Park Comm. Center (location) on (date(s)) Feb. 28, 2026. ("Special Event"); and WHERAS, pursuant to of the City's Code and the City's Special Event Regulations, the Applicant must execute an indemnification and hold harmless agreement protecting the City from claims which may arise out of the Special Event.

Now, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The above recitals are true and correct.
2. Applicant agrees to indemnify, defend and hold the City, its officers, affiliates, employees, successors and assigns (collectively "Indemnitees") harmless from and against any and all such claims, suits, actions, damages, or causes of action arising as result of the Special Event, or of the condition of the site on which the Special Event is held including any personal injury or loss of life, or damage to or loss of property, and from and against any costs, attorney's fees, expenses or liabilities included in and about the defense or settlement of any clams, and the investigation thereof, except to the extent caused by indemnitees negligence of willful misconduct.
3. No Street shall be closed without approval from the City Commission.
4. Traffic shall be maintained in accordance with Florida Department of Transportation (FDOT), Miami-Dade County standards and any additional requirements by the City of South Miami Public Works Department and Police Department.
5. Event areas shall be restored to equal or better condition than they were before the event started.
6. Any damage to private property shall be restored to its original condition or better and as accepted by the Owner caused by applicant or any of its agents, servants or employees, invitees and onlookers.
7. If all restoration work is not performed within 30 days of work completion, the City of South Miami Public Works Department may restore the event area and charge the applicant for the cost of restoration and additional incidental fees.
8. Applicant must pay all fees prior to the date of their event(s).

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the date set forth below and notarized.

I am Levy Kelly [Print name of Applicant]

Under penalties of perjury, I declare that I have read the foregoing application, including the information that has been inserted into this form, and the facts stated in this document are true.

Levy Kelly
APPLICANT SIGNATURE

01/06/2026
DATE

NOTARY SIGNATURE

Subscribed and sworn before me, this 6th day of January, Miami-Dade County, State of Florida

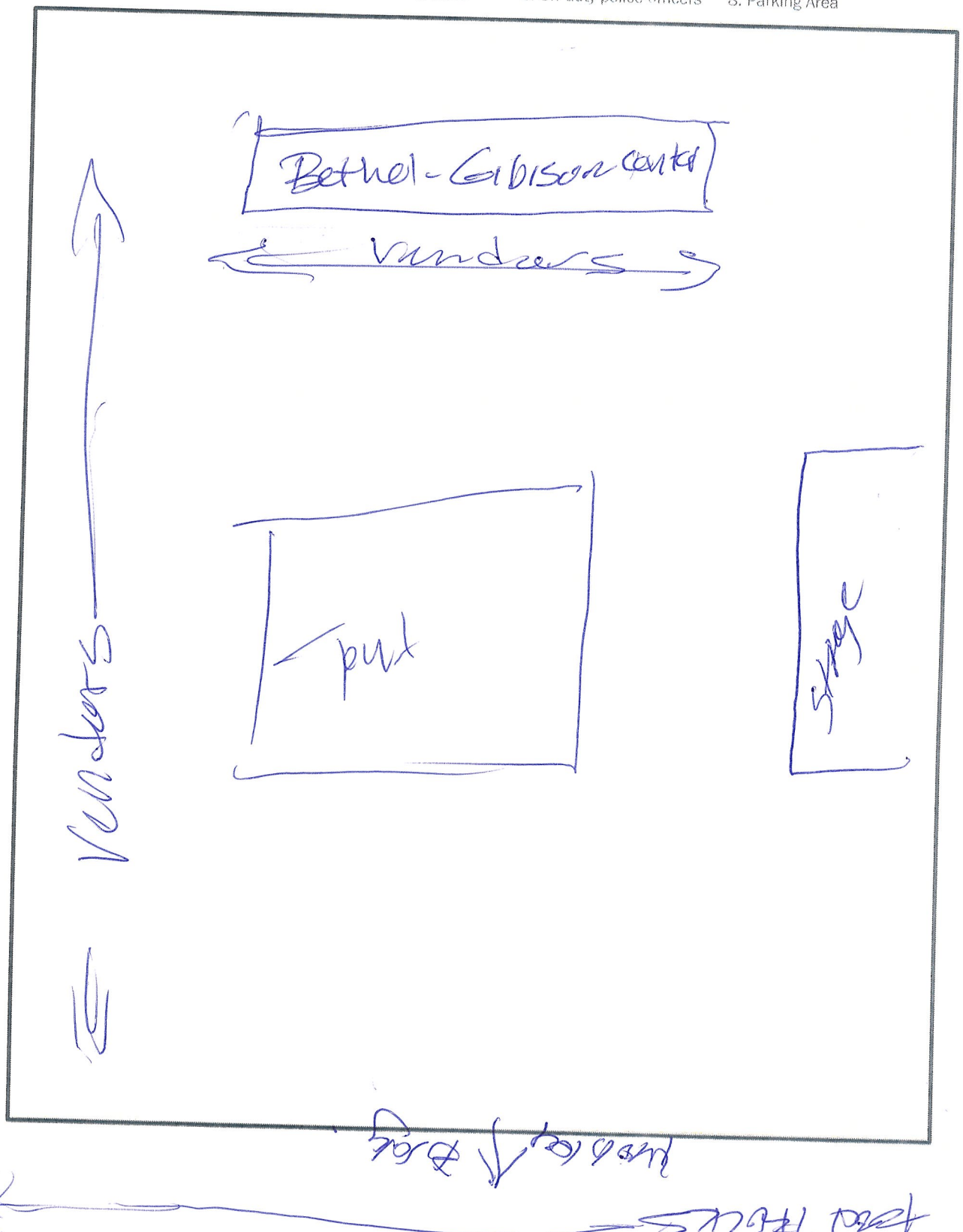
Signature (NOTARY PUBLIC)

ELISHA A. WALLACE
Notary Public - State of Florida
Commission # HH 699037
My Comm. Expires Jul 16, 2029
Bonded through National Notary Assn.

ROUTE/MAP

A map of the event site is required and should indicated the event layout with proposed attractions, recommended street closures, parade or run/walk routes, etc. Please draw your map on the space provided below, or attach a map to the application upon submittal. The following must be identified and labeled

1. Event site (streets, bldg., etc.)
2. Routes (races, parades, etc.)
3. Canopies, tents, stages
4. Restroom facilities
5. Fencing/Barricades
6. Off duty police officers
7. First aid facilities
8. Parking Area



NOTIFICATION/PETITION

We, the undersigned business and/or residents, have been notified of street closures associated with the event noted about on said date. and hereby agree or disagree to the closure(s). We are also aware that this response may not effect this application being disapproved.

Resident/Business Name	Contact Name/Title	Phone No.	Signature	Check one
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
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				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree
				☐ Agree ☐ Disagree

FINAL CHECK LIST

This list is to ensure that all necessary documentation is included and that all required procedures are followed. The Special Event Coordinator will check the application against this checklist to ensure all information was submitted correctly.

☐ **HANDBOOK:**	Received and reviewed the Special Events Handbook.
☐ **APPLICATION:**	All information has been properly filled out on the application with all required documents at least 21 days prior to the proposed event.
☐ **APPLICATION FEE:**	A $60 application fee and $100 administrative fee must accompany your submission in check or money order form.
☐ **SIGNATURES:**	Application must be signed and notarized.
☐ **EVENT NARATIVE:**	Briefly discuss your Organization/Business, the purpose of your event, the benefits, etc.
☐ **NOTIFICATION FORM:**	The name, signature, address and phone number of each person who is either a property owner or lessee within the requested event area must appear on the sheet.
☐ **SITE PLAN:**	A site plan must be submitted with the application that must show intersecting streets, parking areas, tents, stages, routes, barricades, etc.
☐ **COPY:**	It is strongly recommended that you make a copy of your application for your own records
SUBMIT APPLICATION TO:	Yvette Valdes, Special Events Coordinator Gibson-Bethel Community Center 5800 SW 66th Street South Miami, FL 33143 Office: 305-668-3873 Email: nbostick@southmiamifl.gov

Once the application has been approved processed and the date has been reserved the following must be submitted prior to the event date.

☐ **INSURANCE:**	The applicant is required to submit a Certificate of Insurance naming the event and the City of South Miami (6130 Sunset Drive South Miami, FL 33143) as an additional insured, in the amount of $1,000,000.
☐ **EVENT FEES:**	All other City service fees including but not limited to, Off-Duty Police, Public Works, Parking Meters, etc. will be due ten (10) days prior to the event date.

Mr. Genaro "Chip" Iglesias

City of South Miami, City Manager

6130 Sunset Drive

South Miami FL, 33143

January 6, 2026

Dear Mr. Iglesias,

Please accept this letter as a formal request to waive fees including event, police, parks and recreation, parking, street closure/MOT, public works and code enforcement to host our annual Unity-Reunion Music Festival to be held on Saturday, February 28, 2025 from 12:00 p.m. to 8:00 p.m. at Murray Park.

The City of South Miami has been an active community partner with our organization for many years for this event and others. As an active partner, it would be sincerely appreciated if the fee waivers can be granted.

We thank you for your support and consideration.

Levy Kelly, Business Manager

South Miami Black Cultural Foundation Inc.

Special Event Cost Estimate

SOUTH MIAMI POLICE DEPARTMENT
Reo Hatfield III, Chief of Police

TO: Nicole Bostick
Special Events Coordinator

FROM: Captain John Barzola

DATE: 12/15/2025

Event: Unity Festival 2026

	# of Personnel	Times	# of Hours	Total Hours	Hourly Cost	Total
Commander(s)	1	1100-2100	10	10	70	$700
Supervisor(s)	1	1100-2100	10	10	65	$650
Traffic/Security Officer(s)	7	1100-2100	10	70	$55	$3850
Traffic Officer(s)	3	0800-2100	13	39	$55	$2145
Total Personnel Cost						$7345

FICA: 0

Administrative Fee: ($10 Per Officer X Detail) $120

Equipment:

Barricades Flat Rate (Per Order)	0
Additional Fee Per Barricade - $3.00	0
Police Vehicle ($5 Per Vehicle X Per Hour)	$195

Roll Kall Fee 10%: $766

Grand Total: $8426

Date Prepared: 12/15/2025

Approved By:

DISTRIBUTION/ ROUTING

☐Accreditation	☒Chief's Office	☐Communications	☐CID
☐Professional Compliance	☐Support Services	☐Training	☒UPD
☐Attachments			

Page 1 of 1

South Miami
THE CITY OF PLEASANT LIVING
Parks and Recreation Department

Event Cost Estimate

Submitted To: Nicole Bostick

Name of Event: Unity Festival Reunion

Event Date (s): February 28, 2026

Day 1	Times	Hours	Hourly Cost	Extended Cost	Total
Employee # 1	8:00AM – 4:00PM	8	$40.00	$360.00	
Employee # 2	8:00AM – 4:00PM	8	$40.00	$360.00	
Employee # 3	12:00PM – 11:00PM	11	$40.00	$440.00	**$2,480.00**
Employee # 4	12:00PM – 11:00PM	11	$40.00	$440.00	
Employee # 5	12:00PM – 11:00PM	11	$40.00	$440.00	
Employee # 6	12:00PM – 11:00PM	11	$40.00	$440.00	

Day 1	Times	Hours	Hourly Cost	Extended Cost	Total
Gibson Bethel Community Center Multipurpose Room	8:00AM – 8:00PM	12	$60.00	$720.00	
Murray Park Large Field	8:00AM – 11:00PM	15	$60.00	$900.00	
Murray Park Outdoor Basketball Court No Lights	8:00AM – 11:00PM	15	$20.00	$300.00	**$2460.00**
Murray Park Small Field (T-ball Field)	8:00AM – 11:00PM	15	$36.00	$540.00	

Grand Total: $4,940.00

Date Prepared: 12/15/2025

Approved by: Manny Alvarez
Parks and Recreation

South Miami
THE CITY OF PLEASANT LIVING

Public Works Department

Event Cost Estimate

Submitted To: **Nicole Bostick**

Name of Event: **Unity Festival**

Event Date (s): **February 28, 2026**

Day 1	Times	Hours	Hourly Cost	Extended Cost	Total
Employee # 1	1:00PM – 9:00PM	8	$40.00	$320.00	
Employee # 2	1:00PM – 9:00PM	8	$40.00	$320.00	**$960**
Employee # 3	1:00PM – 9:00PM	8	$40.00	$320.00	

Materials:

Day 1 – Public Works Fees & Materials **$125.00**

Grand Total: $1,085.00

Date Prepared: 12/17/2025

Approved by: John Rusk
Public Works

Bostick, Nicole

From: Bynum, Carol
Sent: Tuesday, December 30, 2025 11:45 AM
To: Bostick, Nicole; Cabrera, Suramy; Hernandez, Jorge
Cc: Tyson, John
Subject: RE: Special Event Estimates Needed - 2026 Unity Festival

Good morning, Nicole,

As I understand it this event would require two(2) code officers for a total of ten(10) hours with each taking a one(1) hour lunch break. The total cost for paying two(2) code officers for nine(9 hours is $1,198.80.

Please let me know if you need any additional information.

Sincerely,

Carol A. Hughes-Bynum
Senior Code Enforcement Officer
Cell: 305-216-5709
Direct: 305-668-2492
City of South Miami
6130 Sunset Drive, South Miami, FL 33143

South Miami
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From: Bostick, Nicole <Nicole.Bostick@SoMiFL.gov>
Sent: Monday, December 29, 2025 3:58 PM
To: Bynum, Carol <Carol.Bynum@SoMiFL.gov>; Cabrera, Suramy <Suramy.Cabrera@SoMiFL.gov>; Hernandez, Jorge <Jorge.Hernandez@SoMiFL.gov>
Cc: Tyson, John <John.Tyson@SoMiFL.gov>
Subject: RE: Special Event Estimates Needed - 2026 Unity Festival

Yes, the City Manager confirmed directly to the applicant that two Code Enforcement officers would be assigned to this event.

Ideally, we would replicate last year's approach, which included coverage for one hour immediately before and one hour immediately after the event time itself (i.e., during setup and breakdown). However,

File Message Help

Ignore Block Delete Archive Report Reply Reply All Forward Meeting IM More Share to Teams All Apps Vendors Team Email Reply & Delete To Manager Done Create New Move Rules Send to OneNote Actions Assign Policy Mark Unread

Delete Report Respond Teams Apps Quick Steps Move Tags

RE: Special Event Estimates Needed - 2026 Unity Festival

TP

Torres, Patricia
To Bostick, Nicole
Cc Davis, Briana; Tyson, John

Item	Description	Length	Days		Calculations	Total
					$25 ($0.25 x Approx.100LF) x days	
Temporary Full Road Closure	SW 67th Street from SW 59th Place to SW 58th Place	530	1	Sat	530 LF × $0.25 x 1	$133
	SW 58th Place from SW 66th Street to SW 68th Street	640	1	Sat	640 LF × $0.25 x 1	$160
Maintenance of Traffic	Detour per Direction	3 directions @ $100 each			3 x $100	$300
					Total Estimated Fees	$593

Patricia Torres, PE
Construction and Design Project Manager
Public Works & Capital Improvements
City of South Miami
Public Works Engineering & Construction Division
6130 Sunset Drive, South Miami, FL 33143

South Miami
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Outlook

RE: Special Event Estimates Needed - 2026 Unity Festival

From Marenco, Carlos <Carlos.Marenco@SoMiFL.gov>
Date Tue 12/16/2025 8:57 AM
To Bostick, Nicole <Nicole.Bostick@SoMiFL.gov>

Good morning Nicole,

There is a total of 31 parking spaces along 58 PL between 68 Street and 66 Street. The cost for these spaces will be $775.00 per day.

Thank you,

Carlos Marenco
Parking Operations Manager
Cell: 786-367-7726
Direct: 305-663-6323
6130 Sunset Drive, South Miami, FL 33143

South Miami
THE CITY OF PLEASANT LIVING

From: Bostick, Nicole <Nicole.Bostick@SoMiFL.gov>
Sent: Thursday, December 11, 2025 1:28 PM
To: Barzola, John [Police] <JBARZOLA@southmiamipdfl.gov>; Torres, Patricia <Patricia.Torres@SoMiFL.gov>; Marenco, Carlos <Carlos.Marenco@SoMiFL.gov>; Reese, John <John.Reese@SoMiFL.gov>; Alvarez, Manuel <Manuel.Alvarez@SoMiFL.gov>
Cc: Tyson, John <John.Tyson@SoMiFL.gov>; Hatfield, Reo [Police] <rhatfield@southmiamipdfl.gov>; Corbin, Larry P. <LCorbin2@southmiamipdfl.gov>; Munoz, Alex <A.Munoz@southmiamifl.gov>
Subject: Special Event Estimates Needed - 2026 Unity Festival
Importance: High

Following our recent meeting with the Unity Festival team, official estimates are now needed before 12/17

PD – Barzola
Parks & Rec – Manny
Public Works – John
Street Closure/MOT – Patricia
Parking - Carlos

Event Overview – Application attached for more detail.

Event Date: Saturday, February 28, 2025

Event Time: 12p – 8pm (last year 1pm – 6pm)

Set-Up Time: 8a – 11am (last year 9a – 12p)

Breakdown Time: 8pm – 11p (last year 6p – 10p)

Expected Attendees: 300-400 (last year 800)

Event Location: Murray Park

Street Closure: Indicated in red below. Note – Residents of SW 67th St ONLY to be allowed entry.
Barzola – Please let us know if this is incorrect, or if the strategy has changed, as it will impact both the parking and street closure/MOT estimates.

RESOLUTION NO. 002-25-16294

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND ADOPTING A SPECIAL EVENTS FEE WAIVER POLICY TO ADDRESS REQUESTS TO WAIVE SPECIAL EVENT FEES PURSUANT TO SECTION 15B-6(11) OF THE CITY CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION; CORRECTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Section 15B-6 of the City of South Miami (the "City") Code of Ordinances (the "Code") provides a procedure for authorization of a special event which includes the requirement that a person presenting the special event (the "Event-holder") reimburse the City for all of the City's revenue losses and expenditures incurred by the City in the provision of City services and resources to a special event (the "Special Event Fees"); and

WHEREAS, upon the request of an Event-holder, the City Commission may consider waiving all or a portion of the Special Event Fees pursuant to Section 15B-6(11) of the Code; and

WHEREAS, a waiver of Special Event Fees does not eliminate the costs of providing services and resources to the City, rather it shifts the burden of those costs from the Event-holder to the City's general fund; and

WHEREAS, the City Commission does not currently rely on a formal policy to govern consideration of such requests; and

WHEREAS, the City Commission desires to consider and adopt a policy to govern future requests seeking waiver of all or a portion of Special Event Fees in order to standardize its evaluation of such requests; and

WHEREAS, a Special Events Fee Waiver Policy, attached hereto as Exhibit "A," has been created to establish guidelines to be used to evaluate requests for fee waivers; and

WHEREAS, among other things, the policy provides that the City Commission as a whole can waive up to $25,000 per fiscal year towards Special Event Fees for one or more special events through sponsoring a resolution pursuant to Section 15B-6(11) of the Code, together with suggested guidelines for considering fee waiver requests; and

WHEREAS, the proposed Special Events Fee Waiver Policy was presented to the Town Center Advisory Board and discussed on August 14, 2023, and September 6, 2023, resulting in no proposed revisions to the policy; and

WHEREAS, the proposed Special Events Fee Waiver Policy was presented and discussed by members of the City Commission on September 19, 2023, resulting in revisions to the policy as detailed in Exhibit A – Special Events Fee Waiver Policy; and

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

Document ID: 93370de032359f289017ed3e2cc67715678008df59eba03389313ef0d162a141

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

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

Section 2. Approval and Adoption of Special Events Fee Waiver Policy. The City Commission hereby approves and adopts the Special Events Fee Waiver Policy set forth in Exhibit "A" attached hereto.

Section 3. Implementation. The City Manager is hereby authorized to take any and all action necessary to implement the Special Events Fee Waiver Policy and the purposes of this Resolution.

Section 4. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature, or to the Special Events Fee Waiver Policy.

Section 5. Severability. If any section, clause, sentence, or phrase of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Resolution.

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

PASSED AND ADOPTED this 7th day of January, 2025.

ATTEST:

Nkenga A. Payne
Signer ID: LHLQVXEA13...
CITY CLERK

APPROVED:

Javier Fernández
Signer ID: F1HZYBLO13...
MAYOR

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF:

Signer ID: MVRKNH67-13...
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

COMMISSION VOTE:	4-0
Mayor Javier Fernández:	Yea
Vice Mayor Brian Corey:	Absent
Commissioner Steve Calle:	Yea
Commissioner Lisa Bonich:	Yea
Commissioner Danny Rodriguez:	Yea

Document ID: 93370de032359f289017ed3e2cc67715678008df59eba03389313ef0d162a141

SPECIAL EVENTS FEE WAIVER POLICY
EXHIBIT A

I. PURPOSE

The purpose of this policy is to establish guidelines to be used to evaluate requests for fee waivers and to implement a structure and process through which consistent information for fee waiver requests will be collected and evaluated.

Eligibility for fee waivers or reductions largely depends on the event sponsor and the nature of the event. Events that provide public benefits *(i.e., increased business activity, recreation, community activity, or destination point improvement)* to the entire city are best suited for a fee waiver. Furthermore, the number of special events that are eligible for fee waivers or reductions will depend on budget and operating impacts and will vary annually.

II. BACKGROUND

Fee waivers are an expense to the City's General Fund. Fees are established to pay for the cost of a service provided by the City. When a fee waiver is granted, the city bears the cost out of the general fund. Only the City Commission may grant a fee waiver request.

III. POLICY

The City Commission, may, at its sole discretion, approve or disapprove fee waiver requests per Sec. 15B-6 (11) of the City Code. Per this policy, the City Commission as a whole can waive up to $25,000 ~~each member of the City Commission is allocated $5,000~~ per fiscal year ~~that he/she can apply~~ towards special event fees of one or more special events. ~~The~~ A Commissioner may ~~will~~ sponsor a Resolution for fee waiver subject to Commission approval.

Fees associated with street closure(s) and maintenance of traffic may be waived, or alternatively, an Ordinance may be adopted noting that said fees no longer apply to Special Events *(they will apply to construction and right-of-way work related service only)*.

The City Commission, in its sole discretion, may decide to increase or reduce the annual amount the City Commission can waive. The City's Parks and Recreation Department will maintain records and provide fee waiver data to the City Commission as needed. Staff reserves the right to present an unsponsored fee waiver request to the City Commission.

Fee waivers do not relieve the applicant from payments and obligation for insurance/indemnification requirements, security deposits *(501(c)(3) non-profit organizations are exempt)*, other financial obligations associated with events, activity, or other conditions of approval that may be required.

The following general guidelines will be used to assist in the determination of whether a requested fee waiver is eligible or ineligible.

SPECIAL EVENTS FEE WAIVER POLICY
EXHIBIT A

IV. FEES THAT CAN BE ELIGIBLE FOR WAIVER CONSIDERATION

- Parking meter rentals
  - ~~*50% reduced rate*~~ *$25.00 per rental space for non-profit organizations. No reduction for other organization types.*
- Application, administrative services, and security deposit for 501(c)(3) non-profit organizations
- Public spaces
- Street and pole banners
- Stage
- Barricades
- Any other City fee or cost deemed appropriate by the City Commission

V. FEES THAT SHOULD NOT BE ELIGILBLE FOR WAIVER CONSIDERATION

- Application and administrative services
- Expedited fee *(within 30 days of event)*
- Security deposit
- Direct costs including but not limited to city vehicles, staff time, and/or actual costs incurred by the City to provide services to support the event.

VI. ELIGIBLE ACTIVITIES THAT SHOULD BE CONSIDERED

- Event, program, or activity for which a community/public good can be demonstrated that is free of charge and open to the public.
- Event, program, or activity that create revenue generating opportunities for local businesses.
- Event, program, activity, or improvement is of public benefit to the City of South Miami and/or surrounding community, or a significant portion of its residents.
- Fundraising activities/events only when a portion of the funds raised will be directed back to the City or service in an amount equivalent to the waiver.
- Intergovernmental cooperation, where there is a public benefit to a significant portion of the residents of the City of South Miami and/or the event or temporary use does not have a significant impact on city services, operations, or activities.
- City sponsored or co-sponsored events, programs, or activities.
- Event, program, or activity held and organized by non-profit organizations, as defined by the Internal Revenue Service (IRS), having IRS approved tax exempt status, formed for civic or educational purposes.

VII. ~~INELIGIBLE~~ ACTIVITIES THAT ARE STRONGLY DISCOURAGED FOR CONSIDERATION ~~SHOULD NOT BE CONSIDERED~~

- Event, program, or activity that requires an admission fee.

- Event, program, or activity where alcohol is involved.
- A special event held for any for profit individual, group, or organization.
- Private event, program, or activity.

I. FEE WAIVER APPLICATION PROCEDURE

- Applicant must review the Special Events Handbook, Fee Waiver Policy, and submit a completed Special Events Application, including payment of the application, administrative fee, and a fee waiver letter from the business or organization.
- The application process can begin twelve (12) months in advance and a minimum of sixty (60) days prior to the event date. Please note that all applications submitted with less than thirty (30) days prior to a requested event date may not receive the necessary approvals from the required City Departments and/or City Commission and may be rejected.

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	Public Works & Engineering
Item Type:	Resolution
Agenda Section:	RESOLUTION(S)

Subject:
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING A PROPOSAL AND PROJECT AGREEMENT WITH STANTEC CONSULTING SERVICES INC., FOR A THIRD EXTENSION TO PROVIDE OWNER'S REPRESENTATIVE PROJECT MANAGEMENT SERVICES FOR THE SEPTIC-TO-SEWER CONVERSION, SUBAREA K, PHASE 1 PROJECT, IN AN AMOUNT NOT TO EXCEED $25,462; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-PUBLIC WORKS & ENGINEERING DEPT.)

Suggested Action:

Attachments:
Memo-Third_Extension_of_Agreement (1).docx
Resolution Approving Stantec Third Extension Owners Rep Services Sewer Project.DOCX
Exhibit A-Proposal-Owners Representative Extension - thru 04-30-26- for Septic-to-Sewer Conversion - South Miami Subarea K - Phase 1_12182025.pdf
Exhibit B-Stantec Project Agreement-Third Extension Owners Rep Services-Sewer Project.DOCX

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor, Vice Mayor, and Members of the City Commission

FROM: Genaro "Chip" Iglesias, City Manager

DATE: January 20, 2026

SUBJECT: Third Extension of Professional Engineering Services with Stantec Consulting Services Inc. for the Septic-to-Sewer Conversion Project - Subarea K, Phase 1

RECOMMENDATION:

Approve the third extension of professional engineering services agreement with Stantec Consulting Services Inc. (Stantec) to continue as the Owner's Representative Project Manager for the Septic-to-Sewer Conversion Project in South Miami Subarea K – Phase 1 for an amount not to exceed $25,462.

BACKGROUND:

Stantec was initially retained in February 2025 for $88,613 to act as the Owner's Representative Project Manager, providing independent oversight, conflict resolution, and coordination between the City, the Engineer of Record (SRS Engineering, Inc.), and the Contractor (ATC Engineering, Inc.).

The Agreement with Stantec Consulting Services Inc. has required previous extensions to ensure continuous management of the Contractor's work. Summarized below is the history of the extensions:

First Extension (July 2025 – $66,940): This extension was necessitated by initial construction delays and the identification of underground utility conflicts. During the installation of lateral pipes, the contractor encountered unforeseen existing infrastructure that required design adjustments and intensive coordination with the design team to ensure compliance with County standards.

Second Extension (October 2025 – $16,899): This extension was authorized to manage the project through December 31, 2025. While significant progress was made on the gravity sewer lines, completion of the pump station was hampered by ongoing contractor-related delays, requiring Stantec to intensify oversight of the final construction phases.

In an effort to be fiscally responsible, the City has extended Stantec's services concomitant with projected schedules provided by ATC. The contractor, ATC Engineering Inc., has not maintained

the indicated project schedules. While the majority of the pump station work is physically complete, ATC has yet to finish some minor electrical work, the landscaping plan, and finalize site restoration.

Additionally, a critical path item—bringing electrical power to the pump station—remains outstanding. Delays by ATC in timely coordinating this work with Florida Power and Light (FPL) have resulted in the inability to activate, test, and commission the pump station and the new sewer system.

A key component of finishing the work requires regulatory acceptance by the Miami-Dade Water and Sewer Department (WASD). As a result, continued representation from Stantec is essential to facilitate the final acceptance of the new system and to manage the final system conveyance. Stantec's continued services will include weekly meeting leadership, bi-weekly progress monitoring, leading coordination with WASD and FPL for technical resolution, and managing the final close-out activities (as-builts, punch lists, and system conveyance). The fee for this extension is a lump sum of $25,462, to be billed month-by-month at $6,365.50 only as services are required.

FUNDING:

The combined total for Owner's Representative Services upon approval will be $197,914. The account to be charged for the Third Extension in the amount of $25,462 is 301.1790.519.6450 Capital Improvements Projects, which has a current balance of $1,308,848.88 before this purchase.

ATTACHMENTS:

Resolution
Stantec Proposal dated December 18, 2025

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING A PROPOSAL AND PROJECT AGREEMENT WITH STANTEC CONSULTING SERVICES INC., FOR A THIRD EXTENSION TO PROVIDE OWNER'S REPRESENTATIVE PROJECT MANAGEMENT SERVICES FOR THE SEPTIC-TO-SEWER CONVERSION, SUBAREA K, PHASE 1 PROJECT, IN AN AMOUNT NOT TO EXCEED $25,462; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE.

WHEREAS, the City of South Miami (the "City") is undertaking the Sanitary Sewer Improvements – Subarea K, Phase I Project (the "Project") to enhance its sanitary sewer infrastructure; and

WHEREAS, on May 3, 2022, the City Commission adopted Resolution No. 056-22-15809, authorizing the City Manager to enter into a continuing professional services agreement (the "Agreement") with Stantec Consulting Services, Inc. ("Consultant") to provide general engineering services on as-needed basis; and

WHEREAS the City Commission previously approved and entered into a Project Agreement with the Consultant on February 24, 2025, to provide owner's representative and project management services (the "Services") for the Project in the amount of $88,613, including initial assessment and four months of construction management services; and

WHEREAS, on July 29, 2025, the City Commission adopted Resolution No. 057-5-16349 approving a Proposal and Project Agreement with Consultant for as first extension to provide additional or extended Services for the Project through substantial completion or October 31, 2025, in an amount not to exceed $66,940; and

WHEREAS, on October 21, 2025, the City Commission approved a Proposal and Project Agreement with Consultant for a second extension to provide additional or extended Services for the Project through substantial completion or December 31, 2025, in an amount not to exceed $16,899; and

WHEREAS, the completion of the Project has been delayed beyond the current Services authorization expiration of December 31, 2025, as detailed in the accompanying Memorandum included with this agenda item; and

WHEREAS, City Staff recommends a third extension of Consultant's Services for the Project to substantial completion or through April 30, 2026, to ensure the successful activation, testing, and conveyance of the system, for the lump sum not to exceed amount of $25,462; and

WHEREAS, Consultant has provided a proposal for the third extended Services attached hereto as Exhibit "A"; and

WHEREAS, the total revised contract amount for the Services with Consultant, including this third extension, shall not exceed $197,914; and

WHEREAS, the cost of the Services will be funded from the Capital Improvements Projects Account No. 301-1790-519-6450, which has a current balance of $1,308,848.88 before this request, and/or such other funding source as determined by the City Manager to be in the best interest of the City; and

WHEREAS, the City Commission desires to approve the Proposal attached hereto as Exhibit "A" and authorize the City Manager to enter into the Project Agreement with the Consultant, in substantially the form attached hereto as Exhibit "B," to provide for a third extension of the Services for the Project in an amount not to exceed $25,462; and

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

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

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

Section 2. Approval of Proposal and Project Agreement. The City Commission hereby approves the Consultant's Proposal for the Services in the amount of $25,462 attached hereto as Exhibit "A," and the Project Agreement, substantially in the form attached hereto as Exhibit "B."

Section 3. Authorization. The City Commission hereby authorizes the City Manager to execute a Project Agreement, in substantially the form attached hereto as Exhibit "B," with the Consultant for the additional Services for the Project in an amount not to exceed $25,462, based on the Proposal attached hereto as Exhibit "A," subject to the final approval of the City Attorney and City Manager as to form, content, and legal sufficiency. The cost of the Services shall be charged to Capital Improvements Projects Account No. 301-1790-519-6450, which has a current balance of $1,308,848.88, and/or such other funding source(s) as determined by the City Manager to be in the best interest of the City.

Section 4. Implementation. The City Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 5. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

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

PASSED AND ADOPTED this ____ day of _____2026.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF	COMMISSION VOTE: Mayor Javier Fernández: Vice Mayor Brian Corey: Commissioner Lisa Bonich: Commissioner Steve Calle: Commissioner Danny Rodriguez:
_____	
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.	
CITY ATTORNEY	

Stantec Consulting Services, Inc.
901 Ponce de Leon, Ste. 900, Coral Gables, FL 33134

December 18, 2025
File: 177312186

Attention: Mr. Genaro "Chip" Iglesias, City Manager
City of South Miami
6130 Sunset Drive
Miami, FL 33143

Dear Mr. Iglesias,

Reference: Extension of Owners Representative Services for Septic-to-Sewer Conversion - South Miami Subarea K - Phase 1

We are pleased to present this proposal for continued professional engineering services on this project. The City of South Miami is currently engaged in the construction of the above referenced project. SRS Engineering, Inc. is the Engineer of Record, and ATC Engineering, Inc. is the project's contractor performing the construction work. The project has been under construction during the past nine months. Almost all of gravity sewer has been constructed, and contractor is in the process of street restoration and system testing. The remaining work beyond that involves the completion of the sanitary sewer pump station. Our current CM services authorization expires on December 31, 2025. This authorization would extend our CM services, as needed month-by-month, through April 30, 2026.

SCOPE OF SERVICES

The City proposes to extend services of Stantec in an Owner's Representative Project Manager to work with the Engineer and Contractor to coordinate and streamline construction activities through December 31, 2025. In this role, Stantec's scope of services will be to:

Task 5 - Extended Owners Representative CM services (thru 04/30/26)

Organize and lead virtual weekly meetings, preparation of meeting minutes

Monitor contractor progress vs schedule and on a bi-weekly basis, and provide weekly report to the City, including two-week lookahead critical path items needed by contractor.

Lead the coordination with WASD for resolution of technical items and issues.

Provide independent review of items or issues in dispute between the Engineer and the Contractor, and provide findings and recommendations to the City.

Participate in Close-out activities coordination- as-builts, conveyance of system and punchlist.

Participate and advise on Payment Requisition review.

Exclusions:

The following services are anticipated to be covered by either the Engineer of Record, and/or the City of South Miami:

Reference: **Extension of Owners Representative Services for Septic-to-Sewer Conversion - South Miami Subarea K - Phase 1**

Construction inspection services, including daily inspection and reports, witness quality and performance testing, substantial completion punch list and final inspection.

Construction Administration services, including Project Management Software update/upkeep, RFIs, submittal reviews, change orders, payment application reviews, record drawings and contract close-out.

Public information/public involvement services, including coordination with affected property owners and residents.

Terms and Conditions:

All terms and conditions shall be per our Professional Service Agreement for Professional General Engineering and Architectural Services RFQ # PW2022-03. Our fees shall be as follows.

Task 5 – Extended Owners Rep CM Services thru 04/30/26 (Lump Sum)…….$25,462

($6,365.50 per month, as needed month-by-month)

We will invoice monthly based percentage completion on services provided. We are ready to begin working on this assignment upon your authorization to proceed. If acceptable to you, we will accept a signed copy of this form as your written authorization to proceed.

Thank you,

STANTEC CONSULTING SERVICES INC.

Ramon Castella, P.E, ENV SP, LEED AP
Vice-President

Phone: (305) 445-2900
Mobile: 786-493-8688

Ramon.castella@stantec.com

City of South Miami

Approved by:_____
Date: _____

FEE ESTIMATE - City of South Miami Sewers - Subarea K - phase 1

Name	Principal	Senior Inspector	Senior Admin Assistant	Senior Engineer	Compelling Solutions
Project Billing Rate (T&M)	$210.00	$110.00	$84.50	$160.00	$12,665.00
Total Units (T&M)	8.00	20.00	26.00	42.00	1.00
Fee (T&M)	$1,680.00	$2,200.00	$2,197.00	$6,720.00	$12,665.00
Escalation (T&M)	$0.00	$0.00	$0.00	$0.00	$0.00
Total Fee (T&M)	$1,680.00	$2,200.00	$2,197.00	$6,720.00	$12,665.00

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0.00	$0.00	$0.00	$0.00	**$0.00**
Time & Material	96.00	$12,797.00	$0.00	$12,665.00	**$25,462.00**
Total	96.00	$12,797.00	$0.00	$12,665.00	**$25,462.00**

WBS Code	Task Code	Task Name	Start Date	End Date	Units					Task Type	Hours	Labour	Expense	Subs	Total
1	**3**	**Owners Rep CM services**	**2026-01-01**	**2026-04-30**						**Time & Material**	**96.00**	**$12,797.00**	**$0.00**	**$12,665.00**	**$25,462.00**
1.1	3.1	Weekly meetings	2026-01-01	2026-04-30	2.00	4.00	4.00	6.00		Time & Material	16.00	$2,158.00	$0.00	$0.00	$2,158.00
1.2	3.2	Schedule update -Owners Report	2026-01-01	2026-04-30	2.00	8.00	10.00	8.00	1.00	Time & Material	28.00	$3,425.00	$0.00	$12,665.00	$16,090.00
1.3	3.3	Independent review items/issues & WASD coord	2026-01-01	2026-04-30	2.00	4.00	8.00	16.00		Time & Material	30.00	$4,096.00	$0.00	$0.00	$4,096.00
1.4	3.4	Particpate - Closeout activities	2026-01-01	2026-04-30	2.00	4.00	4.00	12.00		Time & Material	22.00	$3,118.00	$0.00	$0.00	$3,118.00

COMPELING SOLUTIONS, INC.

City of South Miami - Sub-Area K - Phase 1 (thru 12-31-25)	Position:	Senior PM
	Rate:	$190
3 Owners Rep CM services		
3.1 Weekly meetings & Schedule Update		16
3.3 Independent review items/issues & WASD coord		14
3.4 Closeout activities		36
	Total Hours :	66
	Labor Fees	$12,540.00
Expenses - Misc field		$125.00
	Total Fees	$12,665.00

PROJECT AGREEMENT

Between

CITY OF SOUTH MIAMI, FLORIDA

And

STANTEC CONSULTING SERVICES, INC.

Project Name: Third Extension Owners Representative and Project Management Services for Septic-to-Sewer Conversion - South Miami Subarea K - Phase 1

PROJECT AGREEMENT

Between

CITY OF SOUTH MIAMI, FLORIDA

and

STANTEC CONSULTING SERVICES, INC.

Project Name: Third Extension Owners Representative and Project Management Services for Septic-to-Sewer Conversion - South Miami Subarea K - Phase 1

Subject to the provisions contained in the "Professional Services Agreement for Professional General Engineering and Architectural Services" (hereinafter referred to as the "Professional Services Agreement") between the **CITY OF SOUTH MIAMI, FLORIDA** (hereinafter referred to as "City") and **STANTEC CONSULTING SERVICES, INC.** (hereinafter referred to as "Consultant") dated May 3, 2022, which Professional Services Agreement was competitively procured through Request For Qualifications (RFQ) No. PW2022-03 in accordance with Section 287.955, Florida Statutes. This Project Agreement is made effective as of the _____ day of _____, 2026, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide additional or second extended professional owner's representative and project management services (the "Services") for the Project in accordance with the terms and conditions of the Agreement and shall complete the tasks that are identified and described in the Project Proposal attached hereto as Exhibit "1" (the "Proposal") for the City.

1.2 The City may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Proposal attached hereto as Exhibit "1." Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Agreement, prior to any deviation from the terms of this Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of Services and Project schedule, the Consultant shall provide the City with the Deliverables identified in the Proposal attached hereto as Exhibit "1."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 herein or until the Services are completed in accordance with other applicable provisions of the Agreement. The City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the City Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the Consultant by the City. The Consultant shall not incur

any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the City Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide the Services for the Project to the City on the Commencement Date, and shall continuously perform the Services for the Project to the City, without interruption, in accordance with the time frames set forth in the Proposal attached and incorporated into this Project Agreement as Exhibit "1". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Project Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services for the Project in accordance with Exhibit "1" attached hereto. Consultant shall receive a total lump sum fee in an amount not to exceed $25,462 for the provision of the Services for the Project.

4.2 Reimbursable Expenses. All reimbursable expenses are included in the total compensation listed in Section 4.1 above.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit "1" and made part of this Project Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the City for payment to the Consultant is disputed, or additional backup documentation is required, the City shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the City within five (5) working days of the date of the City's notice. The City may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The City, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the City becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of the Agreement or this Project Agreement, the City may withhold payment of sums then or in the future otherwise

due to the Consultant until the inaccuracy, or other breach of Agreement or Project Agreement, and the cause thereof, is corrected to the City's reasonable satisfaction.

5.4 [INTENTIONALLY OMITTED]

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the City all documents requested by the City evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Proposal, Scope of Services, and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the City by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination and fails to cure the failure to perform within such five (5) day period. In the event that Consultant abandons this Project Agreement or causes it to be terminated by the City, the Consultant shall indemnify the City against any loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Project Agreement may be terminated by the City for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination, the Consultant shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation(s). The Consultant shall be compensated for all Services performed to the satisfaction of the City and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the City make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City.

6.4 Suspension for Convenience. The City shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the City, the Consultant shall immediately comply with same. In the event the City directs a suspension of performance as provided herein, through no fault of the Consultant, the City shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

Section 7. American Rescue Plan Act Contract Conditions.

7.1 The Consultant acknowledges that the Services authorized under this Project Agreement may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act ("ARPA"). Towards that end, the Consultant shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Addendum.

If compliance with the ARPA Addendum is required, the City shall select this box: ☐.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.]

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

CITY:

ATTEST:

CITY OF SOUTH MIAMI, FLORIDA, a Florida Municipal Corporation

_____

CITY CLERK

By: _____

Genaro "Chip" Iglesias, City Manager

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

CITY ATTORNEY

CONSULTANT:

STANTEC CONSULTING SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

EXHIBIT “1”

PROJECT PROPOSAL

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	Finance Department
Item Type:	Resolution
Agenda Section:	RESOLUTION(S)

Subject:
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE NOTE; AWARDING THE NOTE TO REGIONS CAPITAL ADVANTAGE, INC., A TENNESSEE CORPORATION (THE "PURCHASER") TO PROVIDE THE FINANCING; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT WITH THE PURCHASER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-FINANCE DEPT.)

Suggested Action:

Attachments:
regions reso memo.DOCX
4CL888202-Note Resolution v2.doc
4CO509702-Line of Credit Agreement v4.doc

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

To: The Honorable Mayor, Vice Mayor, and Members of the City Commission

From: Genaro "Chip" Iglesias, City Manager

Date: January 20, 2025

Subject: Resolution approving a $6.7 Million Line of Credit Financing with Regions Capital Advantage, Inc.

Recommendation

Approve the Resolution and the companion Ordinance authorizing the issuance of the City's General Obligation Note, Series 2026, in an amount not to exceed $6,700,000, awarding the financing to Regions Capital Advantage, Inc., and approving the execution and delivery of the Line of Credit Agreement and related closing documents.

Overview

The proposed Line of Credit Agreement with Regions Capital Advantage, Inc. provides the City with flexible interim financing in an amount not to exceed $6.7 million to support the initial phase of projects approved by voters under the 2024 General Obligation Bond Referendum. The agreement implements the financing structure authorized by the accompanying ordinance and reflects the final negotiated terms reviewed by staff and the City's financial advisor.

This financing allows the City to advance priority capital projects while preserving cash reserves and maintaining operational liquidity.

Purpose and Authorized Projects

Proceeds from the Line of Credit will be used exclusively to finance voter approved capital improvements, culvert improvements, bridge repairs over the Twin Lake Canal, and the acquisition of land for park development. Funds may also be used to cover costs of issuance related to the note.

Financing Structure

The Line of Credit is structured as a general obligation note secured by the City's full faith, credit, and unlimited ad valorem taxing power. The maximum principal amount is limited to amounts actually drawn, up to $6.7 million.

The agreement provides a 24-month draw period, during which the City may request advances as project costs are incurred. Advances are limited to one per month and include a minimum draw amount, allowing the City to match borrowing closely with construction timing and cash flow needs.

Interest Rate and Payment Terms

During the draw period, the outstanding balance bears a variable interest rate based on one month Term Secured Overnight Financing Rate (SOFR) multiplied by 79%, with an agreed margin of .54%. Interest only payments are due monthly during this period.

At the end of the draw period, the outstanding balance converts to a term loan. Upon conversion, the interest rate resets to a fixed rate based on 79% of the five-year U.S. Treasury benchmark plus a .42% spread. Principal and interest payments are made semiannually over a five-year amortization period, with final maturity in 2033.

Flexibility and Cost Controls

A key benefit of this agreement is the absence of any unused or commitment fee, meaning the City incurs interest costs only on funds actually borrowed. The City retains the ability to prepay principal at par, with accrued interest, both during the draw period and after 30 months following conversion, without penalty, subject to standard notice requirements.

The agreement does not require the establishment of a debt service reserve fund, which helps reduce upfront and ongoing costs.

Security and Covenants

The note is secured by an irrevocable pledge of the City's ad valorem taxing power, levied without limitation as to rate or amount, consistent with the authority approved by voters under the General Obligation Bond Referendum. This pledge provides the legal security for the financing but does not require the City to rely on ad valorem taxes as the sole source of repayment. The City retains full discretion to pay debt service from legally available City funds, and the ad valorem pledge functions as a backstop rather than a mandatory funding source.

The agreement includes customary covenants related to use of proceeds, financial reporting, compliance with federal tax requirements to preserve the tax-exempt status of interest, and timely notice to the lender of any material events or defaults.

Summary

The Line of Credit Agreement with Regions Capital Advantage provides a balanced and flexible financing tool that aligns with the City's near term capital needs and long range financial planning. It allows the City to move forward with critical infrastructure and park projects while maintaining fiscal discipline, minimizing borrowing costs, and preserving operational flexibility.

Attachments:

- Proposed Resolution approving the Regions LOC Agreement
- Proposed Regions LOC Agreement

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; AWARDING THE NOTE TO REGIONS CAPITAL ADVANTAGE, INC. (THE "PURCHASER") TO PROVIDE THE FINANCING; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT WITH THE PURCHASER; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on July 18, 2024, the City Commission (the "Commission") of the City of South Miami, Florida (the "City") adopted Resolution No. 097-24-16202 calling for a referendum (the "Referendum") in conjunction with a general election on November 5, 2024 to submit to the electorate of the City a bond referendum to decide whether the City should be authorized to issue not exceeding $65,000,000 in principal amount of general obligation bonds (the "Bonds"), in one or more series, for the purpose of acquiring, constructing, reconstructing, improving and equipping various capital improvements, real property, and infrastructure for Parks and Recreation, Public Works, and Public Safety (collectively, the "Projects"); and

WHEREAS, at such special election on November 5, 2024, the issuance of the Bonds was approved by the qualified electors of the City in accordance with the applicable laws of the State of Florida (the "State"); and

WHEREAS, the Commission desires to authorize the issuance of the first series of the Bonds in an amount not exceeding $6,700,000 (the "2026 Note") for the purpose of financing a portion of the costs of the Projects, including but not limited to culvert improvements, bridge repairs over the twin lake canal, and the acquisition of land for park development (collectively, the "2026 Project"), and paying costs of issuance of the 2026 Note; and

WHEREAS, on the date hereof the Commission enacted an Ordinance authorizing the issuance of the 2026 Note and providing for a supplemental resolution setting forth the details of said 2026 Note (the "Ordinance"); and

WHEREAS, on October 14, 2025, on behalf of the Commission, PFM Financial Advisors LLC, the financial advisor to the City (the "Financial Advisor") distributed a Request for Proposals

with respect to the purchase from the City of the 2026 Note and providing a line of credit in connection therewith (the "Line of Credit"); and

WHEREAS, the City through its Financial Advisor received four proposals from certain financial institutions on November 4, 2025; and

WHEREAS, the Commission has determined that based upon the proposal and the recommendation of the Financial Advisor and the Chief Financial Officer, it is in the best interest of the City and its citizens to accept the proposal (the "Proposal") from Regions Capital Advantage, Inc. (the "Purchaser") to purchase the 2026 Note and provide the Line of Credit, which Proposal is attached as Exhibit "A" to the Ordinance, the terms of which are hereby incorporated herein and made a part hereof; and

WHEREAS, pursuant to the Constitution and laws of the State, including, without limitation, Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, the City Charter (collectively, the "Act"), and the Referendum, the City is duly authorized to issue the 2026 Note and pledge the ad valorem taxes levied by the City to the payment of the 2026 Note; and

WHEREAS, the Line of Credit will be evidenced by the issuance by the City of the 2026 Note; and

WHEREAS, in accordance with the provisions of Section 218.385, Florida Statutes, the Commission hereby determines it to be in the best interests of the City to proceed with a negotiated sale of the 2026 Note to the Purchaser to purchase the 2026 Note in accordance with the additional findings set forth herein; and

WHEREAS, the details of the 2026 Note and the other provisions of the financing will be set forth in a Line of Credit Agreement (the "Line of Credit Agreement") with the Purchaser, which shall be in substantially the form attached as Exhibit "A" to this Resolution; and

WHEREAS, the Commission finds that this Resolution is in the best interest and welfare of the City;

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

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

Section 2. Authorization of 2026 Note. In accordance with the provisions of the Charter of the City and Chapter 166, Florida Statutes, there is hereby authorized to be issued the 2026 Note in an aggregate maximum principal amount of $6,700,000.00 for the purpose of financing costs of the 2026 Project and paying costs of issuance of the 2026 Note. The 2026 Note shall be designated "City of South Miami, Florida General Obligation Note, Series 2026". The details of the

2026 Note and the other provisions of the financing shall be set forth in the Line of Credit Agreement.

Section 3. Approval of Line of Credit Agreement. The Commission hereby approves and authorizes the form and content of the Line of Credit Agreement by and between the City and the Purchaser, presented at this meeting and attached hereto as Exhibit "A". The Mayor or, in his absence, the Vice Mayor, are hereby authorized to execute and deliver the Line of Credit Agreement on behalf of the City, and the Clerk is authorized to place the City's seal thereon and attest thereto, in substantially the form presented at this meeting, with such changes, modifications, deletions and insertions as the Mayor or, in his absence, the Vice Mayor, with the advice of the City Attorney, may deem necessary and appropriate. Such execution and delivery shall be conclusive evidence of the approval thereof by the City.

Section 4. Authorization of Officers. The 2026 Note shall be signed in the name of the City by the Mayor or Vice Mayor (or, in their absence, any other member of the Commission) and the City Clerk (or any deputy or assistant City Clerk), and its seal shall be affixed thereto or imprinted or reproduced thereon. The Mayor, the Vice Mayor, any member of the Commission, the City Manager, the City Clerk, the Chief Financial Officer and any other proper official of the City, are and each of them is hereby authorized and directed to execute and deliver the Line of Credit Agreement and related documents, and to do all other things necessary to accomplish the issuance and sale of the 2026 Note and consummation of the transaction described herein and in the Line of Credit Agreement.

Section 5. Security for the 2026 Note. The full faith, credit and taxing power of the City are hereby irrevocably pledged to the punctual payment of the principal of, interest on and prepayment premium, if any, with respect to the 2026 Note as the same shall become due and payable.

Section 6. Negotiated Sale of the 2026 Note. Based upon the need for flexibility in the financing structure in the form of a line of credit, and the uncertainty of the interest rate environment if sale of the 2026 Note is delayed, the City hereby determines the necessity for a negotiated sale of the 2026 Note. Prior to the delivery of the 2026 Note to the Purchaser, the City will require that it be provided all applicable disclosure information required by Section 218.385, Florida Statutes. The negotiated sale of the 2026 Note to the Purchaser is hereby approved at a purchase price of par.

Section 7. Severability. 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 8. **Conflicts**. All resolutions or parts of resolutions, in conflict herewith, to the extent of such conflicts, are repealed to the extent of such conflict.

Section 9. **Effective Date**. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

_____
CITY CLERK

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF:

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

APPROVED:

_____
MAYOR

COMMISSION VOTE:
Mayor Javier Fernández:
Vice Mayor Brian Corey:
Commissioner Steve Calle:
Commissioner Lisa Bonich:
Commissioner Danny Rodriguez:

EXHIBIT "A"

Form of Line of Credit Agreement

LINE OF CREDIT AGREEMENT

This LINE OF CREDIT AGREEMENT (this "Agreement") is made and entered into as of _____ __, 2026 and is by and between THE CITY OF SOUTH MIAMI, FLORIDA (the "City") and REGIONS CAPITAL ADVANTAGE, INC., and its successors and assigns (the "Lender"), as initial Holder of the hereinafter defined 2026 Note;

WHEREAS, on July 18, 2024, the City Commission (the "Commission") of the City of South Miami, Florida (the "City") adopted Resolution No. 097-24-16202 calling for a referendum (the "Referendum") in conjunction with a general election on November 5, 2024 to submit to the electorate of the City a bond referendum to decide whether the City should be authorized to issue not exceeding $65,000,000 in principal amount of general obligation bonds (the "Bonds"), in one or more series, for the purpose of acquiring, constructing, reconstructing, improving and equipping various capital improvements, real property, and infrastructure for Parks and Recreation, Public Works, and Public Safety (collectively, the "Projects"); and

WHEREAS, at such special election on November 5, 2024, the issuance of the Bonds was approved by the qualified electors of the City in accordance with the applicable laws of the State of Florida (the "State"); and

WHEREAS, the Commission has authorized the issuance of the first series of the Bonds in an amount not exceeding $6,700,000 (the "2026 Note") for the purpose of financing a portion of the costs of the Projects, including but not limited to culvert improvements, bridge repairs over the twin lake canal, and the acquisition of land for park development (collectively, the "2026 Project"), and paying costs of issuance of the 2026 Note; and

WHEREAS, on _____ __, 2026, the Commission enacted Ordinance No. 2026-___ authorizing the issuance of the 2026 Note and providing for a supplemental resolution setting forth the details of said 2026 Note (the "Ordinance"); and

WHEREAS, on _____ __, 2026, the Commission enacted Resolution No. 2026-___ setting forth the details of the 2026 Note, awarding the purchase of the 2026 Note to the Lender, and authorizing the execution and delivery of a line of credit agreement with the Lender (the "Line of Credit Resolution" and, collectively with the Ordinance, the "2026 Note Ordinance"); and

WHEREAS, pursuant to the Constitution and laws of the State, including, without limitation, Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, the City Charter (collectively, the "Act"), and the Referendum, the City is duly authorized to issue the 2026 Note and pledge the ad valorem taxes levied by the City to the payment of the 2026 Note; and

WHEREAS, the City hereby determines that it is desirable and in the best interest of the City to enter into this Agreement, and such other documents that are reasonably required by Lender in connection therewith, and pursuant thereto, the City will borrow funds from the Lender in the form of a line of credit and as evidenced by the 2026 Note, which funds will be used for the 2026 Project; and

WHEREAS, the loan evidenced by the 2026 Note and this Agreement (the "Loan") is intended to be tax-exempt and will finance the 2026 Project; and

WHEREAS, the 2026 Note shall be issued pursuant to the terms and provisions of the 2026 Note Ordinance and this Agreement; and

WHEREAS, the execution and delivery of this Agreement have been duly authorized by the 2026 Note Ordinance.

NOW THEREFORE, in consideration of the sum of $10.00, the Loan, the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows.

ARTICLE I
DEFINITION OF TERMS

Section 1.1 **Definitions**.

The words and terms used in this Agreement shall have the meanings as set forth in the 2026 Note Ordinance and in the recitals above, unless otherwise defined herein. Unless the context shall otherwise require, the following words and terms as used in this Agreement shall have the following meanings:

"Advance" means an advance of the 2026 Note proceeds by the Lender to the City pursuant to Section 4.1 hereof.

"Ad Valorem Revenues" means the ad valorem taxes levied upon the assessed property within the jurisdiction of the City pursuant to the Referendum.

"Agreement" means this Line of Credit Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Business Day" means any day which is not a Saturday, Sunday or other day on which the Lender is lawfully closed.

"Clerk" means the Clerk or any Deputy Clerk of the City.

"Code" means the Internal Revenue Code of 1986, as amended, including the applicable regulations of the Department of the Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings) and applicable court decisions.

"Conversion Date" means the day following the last day of the Draw Period, but no later than February 1, 2028.

"Conversion Period" means the period beginning on the Conversion Date and continuing for such period as agreed upon by the Lender and the City, but not exceeding five (5) years from the Conversion Date.

"Dated Date" or "Note Issuance Date" means the date of issuance and delivery of the 2026 Note.

"Draw Period" means the period beginning on the Dated Date and continuing through a date prior to which the 2026 Project has been completed and all funds for the 2026 Project have been requested by the City; provided, however, that the Draw Period will not exceed twenty-four (24) months from the Dated Date.

"Event of Default" shall mean an event of default specified in Article VIII of this Agreement.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the City pursuant to general law.

"Governing Body" means the City Commission of the City, or its successor in function.

"Holder" or "Holders" means the registered owner(s) (or their authorized representatives) of the 2026 Note from time to time, initially the Lender.

"Loan Documents" means this Agreement, the 2026 Note, the 2026 Note Ordinance and all other documents, agreements, certificates, schedules, notes, statements, and opinions, however described, referenced herein or executed or delivered pursuant hereto or in connection with or arising with the Loan or the transaction contemplated by this Agreement.

"Mayor" means the Mayor of the City and such other person as may be authorized to act on his or her behalf.

"Note Counsel" means an attorney at law or a firm of attorneys, selected by the City, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on debt obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"Note Payment Date" means (a) during the Draw Period, the first Business Day of each month, commencing February 1, 2026 and continuing on the first Business Day of each month thereafter until the Conversion Date, and (b) during the Conversion Period, each February 1 and August 1, commencing on the next succeeding February 1 or August 1 immediately following the Conversion Date.

"Notice of Advance" has the meaning set forth in Section 5.3(b) hereof.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"State" means the State of Florida.

"Supplemental Resolution" means any ordinance or resolution of the City amending or supplementing the Line of Credit Resolution in accordance with the terms and provisions thereof.

"Tax Certificate" means the Tax Certificate executed and delivered by the City on the date hereof.

"City Manager" means the City Manager of the City.

Section 1.2 **Interpretation.** Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

Section 1.3 **Titles and Headings.** The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II
REPRESENTATIONS OF CITY

The City represents and warrants to the Lender that:

Section 2.1 **Powers of City.** The City is duly organized and validly existing as a municipal corporation under the laws of the State. The City has the power to borrow the amount provided for in this Agreement, to execute and deliver the Loan Documents, to secure the 2026 Note in the manner contemplated hereby, and to perform and observe all the terms and conditions of the 2026 Note and this Agreement on its part to be performed and observed. The City may lawfully issue the 2026 Note in order to obtain funds to finance the 2026 Project.

Section 2.2 **Authorization of Loan.** The City has, had or will have, as the case may be, full legal right, power, and authority to adopt the 2026 Note Ordinance and to execute and deliver this Agreement, to issue, sell, and deliver the 2026 Note to the Lender, and to carry out and consummate all other transactions contemplated hereby and by the Loan Documents, and the City has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The City, by the 2026 Note Ordinance, has duly authorized the borrowing of the amount provided for in this Agreement, the execution and delivery of this Agreement, and the making and delivery of the 2026 Note to the Lender, and to that end the City warrants that it will take all action and will do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the 2026 Note in full, as set forth in this Agreement. The City has duly adopted the

2026 Note Ordinance and authorized the execution, delivery, and performance of the 2026 Note and the Agreement and the taking of any and all other such action by such authorized persons as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated by the Loan Documents. The 2026 Note has been duly authorized, executed, issued and delivered to the Lender and constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms and the terms of the 2026 Note Ordinance, and the Lender is entitled to the benefits and security of the 2026 Note Ordinance and this Agreement. All approvals, consents, and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the 2026 Note or the execution and delivery of or the performance by the City of its obligations under the Loan Documents have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect.

Section 2.3 **Agreements.** The City is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound. The making and performing by the City of this Agreement will not violate any provision of the Act, any ordinance or resolution of the City, or any regulation, order or decree of any court, and will not result in a breach of any of the terms of any agreement or instrument to which the City is a party or by which the City is bound. The Loan Documents constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms.

Section 2.4 **Litigation, Etc.** There are no actions or proceedings pending against the City or affecting the City or, to the knowledge of the City, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the City, or which question the validity of this Agreement, the 2026 Note or any of the other Loan Documents or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

Section 2.5 **Financial Information.** The financial information regarding the City furnished to the Lender by the City in connection with the Loan is complete and accurate, and there has been no material and adverse change in the financial condition of the City from that presented in such information. As of the date of delivery of this Agreement, the City does not have any other outstanding general obligation debt secured by ad valorem taxes levied upon the assessed property within the jurisdiction of the City.

ARTICLE III
COVENANTS OF THE CITY

Section 3.1 **Affirmative Covenants.** The City covenants, for so long as any of the principal amount of or interest on the 2026 Note is outstanding and unpaid or any duty or obligation of the City hereunder or under any of the other Loan Documents remains unpaid or unperformed, as follows:

(a) **Use of Proceeds.** The City covenants that the proceeds from the 2026 Note will be used only to finance the 2026 Project and to pay closing costs.

(b) **Notice of Defaults.** The City shall promptly, but in no event later than fifteen (15) days after it acquires knowledge thereof, notify the Lender in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Lender with such written notice, a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto.

(c) **Records.** The City agrees that any and all records of the City shall be open to inspection by the Lender or its representatives at all reasonable times at the offices of the City.

(d) **Maintain Existence.** The City shall do all things lawfully within its power to maintain its existence as a municipal corporation of the State, and shall not voluntarily dissolve.

(e) **Notice of Liabilities.** The City shall promptly inform the Lender of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the City.

(f) **Comply with Laws.** The City is in compliance with and shall comply with all applicable federal, state and local laws and regulatory requirements.

(g) **Taxes.** In the event the 2026 Note, this Agreement or any other Loan Document should be subject to the excise tax on documents or the intangible personal property tax, or any similar tax, of the State of Florida, the City shall pay such taxes or reimburse the Lender for any such taxes paid by it.

(h) **Investments.** The City shall invest only in obligations permitted by Section 218.415, Florida Statutes.

Section 3.2 **Lender Fees and Expenses.** The City hereby agrees to the fees of counsel to the Lender in connection with the issuance of the 2026 Note in the amount of $12,000.00, said amount to be due and payable upon the issuance of the 2026 Note.

Section 3.3 **Registration and Exchange of 2026 Note; Persons Treated as Holders.** So long as the 2026 Note shall remain unpaid, the City will keep books for the registration and transfer of the 2026 Note. The 2026 Note shall be transferable only upon such registration books.

The 2026 Note may be transferred or exchanged, in whole or in part and in the sole discretion of the Holder, upon the registration books kept by the City, upon delivery to the City, together with written instructions as to the details of the transfer or exchange, of such 2026 Note in form satisfactory to the City and with guaranty of signatures satisfactory to the City, along with the social security number or federal employer identification number of any transferee and, if the transferee is a trust, the name and social security or federal tax identification numbers of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. The City

may not assign its rights hereunder or under the 2026 Note to any person without the prior written consent of the Lender. The 2026 Note may be exchanged for one or more 2026 Notes of the same aggregate principal amount and maturity and in denominations in integral multiples of $250,000 and integral multiples of $1 thereafter. Any transfer of the 2026 Note shall be only to an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder or a "qualified institutional buyer" as that term is defined under Rule 144A of the Securities and Exchange Commission. No transfer or exchange of the 2026 Note shall be effective until entered on the registration books maintained by the City.

The Person in whose name the 2026 Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the 2026 Note shall be made only to or upon the written order of such Person. All such payments shall be valid and effectual to satisfy and discharge the liability upon the 2026 Note to the extent of the sum or sums so paid.

Section 3.4 **Payment of Principal and Interest.** The City promises that it will promptly pay the principal of and interest on the 2026 Note, as well as any applicable fees, at the place, on the dates and in the manner provided herein according to the true intent and meaning hereof, provided that the principal of and interest on the 2026 Note is secured solely as provided in Section 3.5 hereof, and nothing herein, in the 2026 Note or in the 2026 Note Ordinance shall be construed as pledging any funds or assets of the City to such payment or authorizing such payment to be made from any other source

Section 3.5 **Pledge of Ad Valorem Revenues.** In each fiscal year while the 2026 Note is outstanding there shall be assessed, levied and collected an ad valorem tax, without limitation as to rate or amount, on all taxable property within the corporate limits of the City (excluding exemptions as provided by applicable law), in addition to all other taxes, sufficient in amount to pay the principal of and interest on the 2026 Note as the same shall become due and payable.

The ad valorem tax assessed, levied and collected for the security and payment of the 2026 Note shall be assessed, levied and collected in the same manner and at the same time as other taxes are assessed, levied and collected and the proceeds of said tax shall be applied solely to the payment of the principal of and interest on the 2026 Note.

The full faith, credit and taxing power of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the 2026 Note as the same shall become due and payable.

The Holder shall have a first priority lien on the ad valorem taxes pledged hereunder (including the proceeds derived from the sale of tax certificates in the event of a delinquency in such payment of taxes) and the other monies, if any, on deposit in the funds and accounts created hereunder, including all earnings thereon.

The City will diligently enforce its right to receive tax revenues and will diligently enforce and collect such taxes. The City will not take any action that will impair or adversely

affect its rights to levy, collect and receive said taxes, or impair or adversely affect in any manner the pledge made herein or the rights of the Holder.

To the extent the Ad Valorem Revenues are comingled with other ad valorem revenues levied and collected to pay debt service on any other debt or obligation secured by or payable from ad valorem revenues, the City agrees to pay the principal of and interest on the 2026 Note on a pro rata (pari passu) basis with any other debt or obligation secured by or payable from the total ad valorem revenues collected for such purpose.

Section 3.6 **Prepayment.**

(a) During the Draw Period, the City shall be entitled to prepay the 2026 Note in whole or in part at any time at a price of par plus accrued interest, calculated and subject to adjustment as provided in the 2026 Note, to the date of prepayment, upon written notice to the Holder given by the City at least five (5) Business Days prior to the date fixed for prepayment.

(b) Commencing thirty (30) months following the Conversion Date, the City shall be entitled to prepay the 2026 Note prior to maturity in whole or in part on any Note Payment Date at a price of par plus accrued interest, calculated and subject to adjustment as provided in the 2026 Note, to the date of prepayment, upon written notice to the Holder given by the City at least five (5) Business Days prior to the date fixed for prepayment. Partial prepayments shall be applied in inverse order of maturities.

Section 3.7 **Business Days.** In any case where the due date of interest on or principal of the 2026 Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Lender.

Section 3.8 **Officers and Employees of the City Exempt from Personal Liability.** No recourse under or upon any obligation, covenant or agreement of this Agreement or the 2026 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any Commission member of the City, or any officer, agent or employee, as such, of the City past, present or future, it being expressly understood (a) that the obligation of the City under this Agreement and the 2026 Note is solely a corporate one, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Commission, or the officers, agents, or employees, as such, of the City, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such Commission member of the City, and every officer, agent, or employee, as such, of the City under or by reason of the obligations, covenants or agreements contained in this Agreement, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the 2026 Note on the part of the City.

Section 3.9 **2026 Note Mutilated, Destroyed, Stolen or Lost.** In case the 2026 Note shall become mutilated, or be destroyed, stolen or lost, the City shall issue and deliver a new 2026 Note of like tenor as the 2026 Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated 2026 Note, or in lieu of and in substitution for the 2026 Note

destroyed, stolen or lost and upon the Holder furnishing the City proof of ownership thereof and indemnity reasonably satisfactory to the City and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur. The 2026 Note so surrendered shall be canceled.

Section 3.10 **Tax Representations, Warranties and Covenants of the City**. Notwithstanding anything herein to the contrary, the City hereby covenants and represents that it has taken and caused to be taken and shall make and take and cause to be made and taken all actions that may be required of it for the interest on the 2026 Note to be and remain excluded from the gross income of the Holder for federal income tax purposes, and that to the best of its knowledge it has not taken or permitted to be taken on its behalf, and covenants that to the best of its ability and within its control, it shall not make or take, or permit to be made or taken on its behalf, any action which, if made or taken, would adversely affect such exclusion under the provisions of the Code.

The City acknowledges that the continued exclusion of interest on the 2026 Note from gross income for federal income tax purposes depends, in part, upon compliance with the arbitrage limitations imposed by Sections 103(b)(2) and 148 of the Code. The City hereby acknowledges responsibility to take all reasonable actions necessary to comply with these requirements. The City hereby agrees and covenants that it shall not permit at any time or times any of the proceeds of the 2026 Note or other funds of the City to be intentionally used, directly or indirectly, to acquire or to replace funds which were used directly or indirectly to acquire any higher yielding investments (as defined in Section 148 of the Code), the acquisition of which would cause the 2026 Note to be an arbitrage bond for purposes of Sections 103(b)(2) and 148 of the Code. The City further agrees and covenants that it shall do and perform all acts and things necessary in order to assure that the requirements of Sections 103(b)(2) and 148 of the Code are met.

Specifically, without intending to limit in any way the generality of the foregoing, the City covenants and agrees:

(a) to pay to the United States of America at the times required pursuant to Section 148(f) of the Code, the excess of the amount earned on all non-purpose investments (as defined in Section 148(f)(6) of the Code) (other than investments attributed to an excess described in this sentence) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the 2026 Note, plus any income attributable to such excess (the "Rebate Amount");

(b) to maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as shall be necessary to comply with the Code; and

(c) to comply with all representations and restrictions contained in any Tax Certificate executed by the City in connection with the 2026 Note.

The City understands that the foregoing covenants impose continuing obligations on it to comply with the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code so long as such requirements are applicable.

Section 3.11 **Additional Tax Covenants of the City.** For so long as the 2026 Note remains outstanding, the City hereby covenants as follows:

(a) It will comply with, and timely make or cause to be made all filings required by, all effective rules, rulings or regulations promulgated by the Department of the Treasury or the Internal Revenue Service;

(b) It will not use, invest, direct or permit the investment of the proceeds of the 2026 Note or any investment earnings thereon in a manner that will result in such 2026 Note becoming a "private activity bond" within the meaning of Sections 141 and 145 of the Code;

(c) It will not use or permit to be used more than ten percent (10%) of the proceeds of the 2026 Note (including any amounts used to pay costs associated with issuing such 2026 Note), including all investment income earned on such proceeds directly or indirectly, in any trade or business carried on by any person who is not the City or a state or political subdivision or instrumentality thereof as those terms are used in Section 103 of the Code (an "Exempt Person");

(d) It will not use or permit the use of any portion of the proceeds of the 2026 Note, including all investment income earned on such proceeds, directly or indirectly, to make or finance loans to persons who are not Exempt Persons;

(e) It has not entered into, and will not enter into, any arrangement with any person or organization (other than an Exempt Person) which provides for such person or organization to manage, operate, or provide services with respect to more than 10% of the project financed with the proceeds of the 2026 Note (a "Service Contract"), unless the guidelines set forth in Revenue Procedure 2017-13 (or the guidelines set forth in Revenue Procedure 2017-13, to the extent applicable, or any new, revised or additional guidelines applicable to Service Contracts) (the "Guidelines"), are satisfied, except to the extent it obtains a private letter ruling from the Internal Revenue Service or an opinion of nationally recognized Note Counsel which allows for a variation from the Guidelines;

(f) It will not cause the 2026 Note to be treated as "federally guaranteed" for purposes of Section 149 of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149 of the Code. For purposes of this paragraph, the 2026 Note shall be treated as "federally guaranteed" if (i) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (ii) 5% or more of the proceeds of the 2026 Note will be (A) used in making loans the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States of America or any agency or instrumentality

thereof, or (B) invested directly or indirectly in federally insured deposits or accounts, and (iii) such guarantee is not described in Section 149(b)(3) of the Code; and

(g) It will comply with the information reporting requirements of Section 149(e)(2) of the Code.

The terms "debt service," "gross proceeds," "net proceeds," "proceeds," and "yield" have the meanings assigned to them for purposes of Section 148 of the Code.

ARTICLE IV
CONDITIONS OF LENDING

Section 4.1 **Conditions of Lending.** The obligations of the Lender to lend hereunder are subject to the following conditions precedent:

(a) **No Default.** On the date of each Advance hereunder, the City shall be in compliance with all the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

(b) **Supporting Documents on Note Issuance Date.** On the Note Issuance Date, the Lender shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Lender (such satisfaction to be evidenced by the purchase of the 2026 Note by the Lender):

(i) The opinion of the City Attorney regarding the due authorization, execution, delivery, validity and enforceability of the 2026 Note Ordinance, this Agreement, and the 2026 Note, the City's power to incur the debt evidenced by the 2026 Note and the due adoption of the 2026 Note Ordinance;

(ii) The opinion of Note Counsel to the effect that the interest on the 2026 Note is excluded from gross income for federal income tax purposes;

(iii) The fully executed Tax Certificate;

(iv) A copy of a completed and executed form 8038-G to be filed with the Internal Revenue Service;

(v) Certified copies of the 2026 Note Ordinance;

(vi) A certificate or certificates of the City relating to (i) the 2026 Note Ordinance authorizing the execution, delivery and performance of the City with respect to the 2026 Note, (ii) incumbency and specimen signatures of officers, and (iii) such other matters as the Lender may reasonably require;

(vii) A certificate of the City certifying that there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or

body pending, or, to the best knowledge of the City, threatened against or affecting the City wherein an unfavorable decision, ruling or finding would adversely affect (i) the transactions contemplated by, or the validity or enforceability of, the 2026 Note Ordinance or (ii) the tax-exempt status of the interest portion of the 2026 Note; and

(viii) Such additional supporting documents as the Lender may reasonably request.

All opinions and certificates shall be in form and substance reasonably acceptable to the Lender and its counsel.

ARTICLE V
THE LOAN; CITY'S OBLIGATION; DESCRIPTION AND PAYMENT TERMS

Section 5.1 **The Loan.** The Lender hereby agrees to loan to the City an amount not to exceed $6,700,000.00 to be evidenced by the 2026 Note, to provide funds to finance the 2026 Project and to pay closing costs, upon the terms and conditions set forth in the 2026 Note Ordinance and in this Agreement. The City agrees to repay the principal amount borrowed plus interest thereon, upon the terms and conditions set forth in the Loan Documents.

Section 5.2 **Description and Payment Terms of the 2026 Note.** To evidence the Loan, the City shall issue and deliver to the Lender the 2026 Note in the form attached hereto as Exhibit "A".

Section 5.3 **Advances and Application of 2026 Note Proceeds.**

(a) During the Draw Period, and following the approval by the Lender of a Notice of Advance, the proceeds of the 2026 Note shall be disbursed by the Lender by making Advances from time to time in an aggregate principal amount not exceeding $6,700,000.00, provided that, no Advance shall be made after the Conversion Date. Advances shall be limited to one per month and each Advance shall be in a minimum amount of $500,000; provided, however, that the City may request an Advance in an amount of less than $500,000 in order to pay certain costs of issuance of the 2026 Note. Funds comprising an Advance that are subsequently repaid cannot be re-lent. A Notice of Advance shall not be required for the first Advance made on the Note Issuance Date.

(b) The City may request an Advance by delivering to the Lender at least five (5) Business Days prior to the date on which the Advance is requested to be funded a written request signed by either the Mayor, the City Manager or the Chief Financial Officer of the City (each such request, a "Notice of Advance"), in the form attached hereto as Exhibit "B", (i) specifying the Business Day on which the funding of the Advance is requested; (ii) specifying the amount of the Advance requested; (iii) stating that to the best of the signer's knowledge, no Event of Default under this Agreement has occurred and is continuing (which has not been cured or waived) and no event which, with the giving of notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing. In addition, the City shall provide such reports or other documents to support the Advance. The Lender shall not be obligated to fund an Advance submitted while the City is in violation of any covenant or other terms set forth in this Agreement.

(c) Upon receipt of a Notice of Advance that complies with 5.3(b) hereof, and provided that Lender has received the required supporting documentation and has otherwise approved the request for the Advance, which approval shall not be unreasonably withheld, the Lender shall fund the Advance requested prior to 11:00 a.m. on the later of the succeeding Business Day or the date such Advance is requested to be funded. On the date the Advance is to be funded, the Lender shall make available the amount of the Advance requested in immediately available funds.

(d) A Notice of Advance may be revoked by the City upon delivery of a written notice delivered to the Lender not later than 9:00 a.m. on the date the proposed Advance is to be funded.

(e) There is hereby created a fund entitled "City of South Miami, Florida General Obligation Note, Series 2026 Project Fund" (the "2026 Project Fund"). Sufficient proceeds received from the first Advance on the Note Issuance Date shall be applied by the City to pay or reimburse the City for costs of issuance of the 2026 Note. All other proceeds received from the first Advance, as well as proceeds received from all subsequent Advances, shall be deposited in the 2026 Project Fund, and shall be used only in connection with the 2026 Project.

(f) The 2026 Project Fund shall be kept separate and apart from all other funds of the City and the moneys on deposit therein shall be withdrawn, used and applied by the City solely for the purposes set forth herein. Pending such application, the 2026 Project Fund shall be subject to the lien of the Holder of the 2026 Note for the payment of the principal of and interest on the 2026 Note.

(g) Pending their use, the proceeds in the 2026 Project Fund shall be invested as provided in Section 3.1(h) hereof. Subject to Sections 3.10 and 3.11 hereof, any income received upon such investment shall be retained in the 2026 Project Fund and applied to costs of the 2026 Project or, at the option of the City, deposited in the 2026 Note Fund and used to pay interest on the 2026 Note until completion of the 2026 Project. Subject to Section 3.11 hereof, after the completion of the 2026 Project, any remaining balance in the 2026 Project Fund shall be deposited into the 2026 Note Fund and used solely to pay debt service on the 2026 Note and the 2026 Project Fund will be closed.

(h) The registered Holder shall have no responsibility for the use of the proceeds of the 2026 Note, and the use of such 2026 Note proceeds by the City shall in no way affect the rights of such registered Holder. The City shall be obligated to apply the proceeds of the 2026 Note solely for financing costs of the 2026 Project. However, the City shall be irrevocably obligated to continue to pay the principal of and interest on the 2026 Note notwithstanding any failure of the City to use and apply such 2026 Note proceeds in the manner provided herein.

ARTICLE VI
CREATION AND USE OF FUNDS AND ACCOUNTS

Section 6.1 **2026 Note Fund.** There is hereby created a fund, entitled "City of South Miami, Florida, General Obligation Note, Series 2026 Note Fund" (the "2026 Note Fund").

There shall be deposited into the 2026 Note Fund on each Note Payment Date sufficient amounts of Ad Valorem Revenues as specified in Section 3.5 hereof which, together with the amounts already on deposit therein, will enable the City to pay the principal of and interest on the 2026 Note on each Note Payment Date. Moneys in the 2026 Note Fund shall be applied on each Note Payment Date to the payment of principal of and interest on the 2026 Note coming due on each such date.

Section 6.2 **Funds.** Each of the funds and accounts herein established and created shall constitute trust funds for the purposes provided herein for such funds and accounts respectively. The money in such funds and accounts shall be continuously secured in the same manner as deposits of City funds are authorized to be secured by the laws of the State of Florida.

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

Section 6.3 **Rebate Fund and Rebate Covenants.** There is hereby created and established a fund to be held by the City, designated the "City of South Miami, Florida General Obligation Note, Series 2026 Rebate Fund" (the "Rebate Fund"). The Rebate Fund shall be held by the City separate and apart from all other funds and accounts held by the City under this Agreement and from all other moneys of the City.

Notwithstanding anything in this Agreement to the contrary, the City shall transfer to the Rebate Fund the amounts required to be transferred in order to comply with the Tax Certificate or the Rebate Covenants, if any, attached as an Exhibit to the Tax Certificate to be delivered by the City on the date of delivery of the 2026 Note (the "Rebate Covenants"), when such amounts are so required to be transferred. The City Manager shall make or cause to be made payments from the Rebate Fund of amounts required to be deposited therein to the United States of America in the amounts and at the times required by the Rebate Covenants. The City covenants for the benefit of the Holders that it will comply with the Rebate Covenants. The Rebate Fund, together with all moneys and securities from time to time held therein and all investment earnings derived therefrom, shall be excluded from the pledge and lien of this Agreement. The City shall not be required to comply with the requirements of this Section 6.3 in the event that the City obtains an opinion of Note Counsel that (i) such compliance is not required in order to maintain the federal income tax exemption of interest on the 2026 Note and/or (ii) compliance with some other requirement is necessary to maintain the federal income tax exemption of interest on the 2026 Note.

ARTICLE VII
SPECIAL COVENANTS

Section 7.1 **Financial Statements.** The City shall (a) upon receipt by the City, or within two hundred forty (240) days of each Fiscal Year end, whichever is sooner, provide the Holder with a printed copy of its Annual Comprehensive Financial Report, and (b) within thirty

(30) days after adoption, its current year operating budget. The City shall also provide to the Holder any other financial information reasonably requested by such Holder.

ARTICLE VIII
EVENTS OF DEFAULT

Section 8.1 **General.** An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The City shall fail to make any payment of the principal of or interest on the 2026 Note after the same shall become due and payable, whether by maturity, by acceleration at the discretion of the Lender as provided for in Section 8.2, or otherwise; or

(b) The City shall default in the performance of or compliance with any term or covenant contained in the Loan Documents and that default or non-compliance shall continue and not be cured within sixty (60) days after (i) notice thereof to the City by the Lender; or (ii) the Lender is notified of such noncompliance or should have been so notified pursuant to the provisions of Section 3.1(b) of this Agreement, whichever is earlier; provided, however, that this Section 8.1(b) shall not apply to Section 8.1(a) or (c) through (f) hereof; or

(c) Any representation or warranty made in writing by or on behalf of the City in any Loan Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(d) The City admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself;

(e) The City is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(f) A default or event of default occurs with respect to any other note, bond or other obligation of the City secured by ad valorem revenues, or under any loan documentation executed in connection therewith.

Section 8.2 **Remedies; Rights of Holder.** If any Event of Default shall have occurred and be continuing, the Holder or any trustee or receiver acting for the Holder may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be performed by the City or by any officer thereof; provided, however, that, except as provided below, neither the Holder nor any trustee or receiver shall have the right to declare the 2026 Note immediately due and payable. No remedy herein conferred upon or reserved to the Holder is intended to be exclusive

of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. In the event the City grants the holder of any other general obligation debt secured by a pledge of ad valorem revenues the right to declare the entire amount of such general obligation debt immediately due and payable upon an Event of Default thereunder, and such holder exercises its right to accelerate such general obligation debt, the City shall grant the same right to the Holder.

Upon the occurrence and continuance of any Event of Default specified in Section 8.1 hereof or a default under the 2026 Note, the Note shall bear interest at the Default Rate (as defined in the 2026 Note).

The City shall be liable for all reasonable costs incurred by the Holder in the enforcement of its remedies hereunder which costs shall be documented and provided to the City.

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

The City shall promptly notify the Holder of any default or Event of Default hereunder, such notice providing the date of such default or Event of Default and a brief description of such default or Event of Default.

ARTICLE IX
MISCELLANEOUS

Section 9.1 **No Waiver; Cumulative Remedies.** No failure or delay on the part of the Lender in exercising any right, power, remedy hereunder, or under the 2026 Note or other Loan Documents shall operate as a waiver of the Lender's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 9.2 **Amendments, Changes or Modifications to the Agreement.** This Agreement shall not be amended, changed or modified except by written instrument between the Lender and the City. The City agrees to pay all of the Lender's reasonable costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at the City's request or behest.

Section 9.3 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 9.4 **Severability.** If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 9.5 **Term of Agreement.** Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the City in connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the 2026 Note is outstanding.

Section 9.6 **Notices.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered, when transmitted if transmitted by email or other similar electronic or digital transmission method (provided customary evidence of receipt is obtained), the day after it is sent, if sent by overnight common carrier service, and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

If to the City:	City Manager City of South Miami 6130 Sunset Drive South Miami, FL 33143 Attention: City Manager
If to the Lender:	Regions Capital Advantage, Inc. 1900 5th Avenue North Suite 2400 Birmingham, Alabama 35203 Attention: Jason Pruitt, Vice President

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section 9.6.

Section 9.7 **Applicable Law.** For purposes of this Agreement, Florida law shall govern the terms of this Agreement. Venue shall be in Miami-Dade County, Florida.

Section 9.8 **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The City shall have no rights to assign any of their rights or obligations hereunder without the prior written consent of the Lender.

Section 9.9 **Conflict.** In the event any conflict arises between the terms of this Agreement and the terms of any other Loan Document, the terms of this Agreement shall govern in all instances of such conflict.

Section 9.10 **No Third Party Beneficiaries.** It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and their respective successors in interest and permitted assigns, and no other person not a party hereto shall have any rights or privileges hereunder.

Section 9.11 **No Advisory or Fiduciary Relationship**. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the City acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of public entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services, and (iv) the Lender and its representatives are not acting as an advisor to any public entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Note, information, materials or communications; (b) (i) the Lender is acting for its own interests and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other person and (ii) the Lender has no obligation to the City, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other loan documents; (c) notwithstanding anything herein to the contrary, it is the intention of the City and the Lender that the Loan Documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Lender is delivered solely to evidence the repayment obligations of the City under the Loan Documents; and (d) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Lender has no obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. The City acknowledges that if the City would like a municipal advisor in this transaction that has legal fiduciary duties to the City, the City is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and in the 2026 Note are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

Section 9.12 **Patriot Act**. The Lender has notified the City that, pursuant to the requirements of the Patriot Act, the Lender is required to obtain, verify and record information that identifies the City, which information includes the name and address of the Issuer and other information that will allow the Lender to identify the City in accordance with the Patriot Act. The City represents and warrants to the Lender that neither it nor any of its officials, staff or

employees, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The City further represents and warrants to the Lender that the City and its officials, staff or employees, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Section 9.13 **Privately Negotiated Loan**. The City acknowledges and agrees that the Lender is acquiring the Note in evidence of a privately negotiated loan and in that connection the Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

Section 9.14 **Entire Agreement.** Except as otherwise expressly provided, this Agreement and the other Loan Documents embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 9.15 **Further Assurances.** The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

Section 9.16 **Waiver of Right to Trial By Jury**. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR THE LOAN EVIDENCED BY THE 2026 NOTE OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HEREWITH OR IN THE FUTURE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER WRITTEN OR ORAL) OR ACTIONS OF THE PARTIES, AND THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PURCHASER ENTERING INTO THIS AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date of first set forth above.

CITY OF SOUTH MIAMI, FLORIDA

By: _____
Name: Javier Fernández
Title: Mayor

ATTEST:

_____
Nkenga "Nikki" Payne, CMC, FCRM
City Clerk

(SEAL)

Approved as to Form and
Legal Sufficiency:

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

REGIONS CAPITAL ADVANTAGE, INC.

By: _____
Name: Jason Pruitt
Title: Vice President

[Signature Page to Line of Credit Agreement]

EXHIBIT "A"

No. R-1

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF SOUTH MIAMI, FLORIDA
GENERAL OBLIGATION NOTE, SERIES 2026

Registered Holder:	Regions Capital Advantage, Inc.
Principal Amount:	The lesser of (i) SIX MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS ($6,700,000.00) or (ii) the cumulative amount of all Advances made under the Line of Credit Agreement (as hereinafter defined)
Dated Date:	__, 2026

KNOW ALL MEN BY THESE PRESENTS, that the City of South Miami, Florida (the "City"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay to the Registered Holder shown above, or registered assigns (hereinafter, the "Lender" or the "Holder"), the Principal Amount specified above or so much thereof as has been advanced and is outstanding, including accrued interest thereon, from the sources and in the manner as hereinafter provided. Subject to the rights of prior prepayment described in this Note, this Note shall mature sixty (60) months following the Conversion Date (as defined in the hereinafter defined Line of Credit Agreement), but in no event later than February 1, 2033 (the "Maturity Date"). Payments due hereunder shall be made no later than 2:00 p.m. on the date due, free and clear of any defenses, set-offs, counterclaims, or withholding or deductions for taxes. If any payment required to be made hereunder is not paid within ten (10) days of the date when due, the City shall pay to the Holder a late charge equal to five percent (5.00%) of the total late payment due. In addition, during the period in which an event of default shall have occurred or be continuing hereunder or under the Line of Credit Agreement, this Note shall bear interest at a rate of the then prevailing interest rate on this Note plus six percent (6.00%) in excess (the "Default Rate").

This Note is issued under authority of and in full compliance with (i) the Constitution and laws of the State of Florida, including particularly Part II of Chapter 166, Florida Statutes, as amended, the Charter of the City, Ordinance No. 2026-___ enacted on _____ __, 2026 (the "Ordinance") and Resolution No. 2026-___ adopted on _____ __, 2026 (the "Line of Credit Resolution"), for the purpose of financing a portion of the costs of the Projects (as defined in the Ordinance), including but not limited to culvert improvements, bridge repairs over the twin lake canal, and the acquisition of land for park development (collectively, the "2026 Project"), and paying costs of issuance of the Note, and (ii) a Line of Credit Agreement, dated of even date herewith (the "Line of Credit Agreement"), between the City and the Lender and is subject to all the terms and conditions of the Line of Credit Agreement. All terms, conditions and provisions

of the Line of Credit Agreement are by this reference incorporated herein as a part of this Note. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Line of Credit Agreement.

Payment Provisions

Subject to adjustment as provided below, this Note shall bear interest on the outstanding principal balance as follows:

(a) From its date of issuance of the Note and during the Draw Period (as defined in the Line of Credit Agreement), which shall end the earlier of (i) the date on which the 2026 Project has been completed and all funds for the 2026 Project have been requested by the City or (ii) January 31, 2028 (the "Initial Interest Rate Period"), the interest rate shall equal to 79% of One-Month Term SOFR plus 0.54% calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months. One-Month Term SOFR is subject to adjustment from time to time based on changes to the One-Month Term SOFR rate. Such adjustments shall be made on the first (1st) day of every month, beginning March 1, 2026.

As used in this paragraph (a):

"Interest Period" means each period commencing on the last day of the immediately preceding Interest Period and ending on the same day of the month that interest is due one month thereafter; provided (i) the first Interest Period shall commence on the Dated Date and end on the first day thereafter that interest is due, (ii) any Interest Period that ends in a month for which there is no day which numerically corresponds to the last day of the immediately preceding Interest Period shall end on the last day of the month and (iii) any Interest Period that would otherwise extend past the Conversion Date (as defined in paragraph (b) below) shall end on the Conversion Date.

"One-Month Term SOFR" means with respect to any Interest Period the forward-looking term rate based on SOFR for a period comparable to the term of such Term SOFR Interest Period as published by the Term SOFR Administrator (or as published by such other comparable financial information reporting service used by Lender, in its sole discretion, at the time such rate is determined) on the day that is two (2) SIFMA Business Days prior to the first day of such Interest Period (or if not so reported, then as determined by the Lender from another recognized source, in Lender's sole discretion), subject to any corrections published by the Term SOFR Administrator. In any event, One-Month Term SOFR will not be less than zero percent (0%) per annum;

"SIFMA Business Day" means any day that is not (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities;

"SOFR" means a rate per annum equal to the secured overnight financing rate administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate);

"Term SOFR Administrator" means the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of One-Month Term SOFR selected by the Lender in its sole discretion).

In the event that Lender shall have reasonably determined (which determination shall be conclusive absent manifest error) that, by reason of circumstances beyond Lender's reasonable control affecting SOFR, SOFR is unavailable or cannot be determined, then Lender, in its sole discretion, will designate a substitute index and provide notice to thew City of such substitute index. Thereafter, such alternate index shall be deemed to be and shall become the index that term is used in lieu of SOFR.

(b) Commencing on the earlier of (i) the day following the last day of the Draw Period or (ii) February 1, 2028 (the "Conversion Date"), through the Maturity Date of this Note (the "Second Interest Rate Period"), the interest rate shall be adjusted to a fixed rate equal to 79% of the prevailing rate on a 5-year U.S. Treasury Note as of the day prior to the Conversion Date, plus 0.42%. Interest on this Note during the Second Interest Rate Period shall be calculated on the basis of a 360 day year consisting of twelve 30-day months.

During the Initial Interest Rate Period, interest only shall be payable on the Note on the first Business Day of each month, beginning February 1, 2026 and continuing on the first Business Day of each month thereafter until the Conversion Date (the "Initial Interest Rate Period Payment Dates"). If a payment falls on a non-SIFMA Business Day, the payment date will be adjusted to the next succeeding SIFMA Business Day.

During the Second Interest Rate Period, this Note shall be subject to semiannual principal amortization and interest payments, each February 1 and August 1 of each year, commencing on the next succeeding February 1 or August 1 immediately following the Conversion Date (the "Second Interest Rate Period Payment Dates" and collectively with the Initial Interest Rate Period Payment Dates, the "Note Payment Dates"). The schedule of principal and interest payments due on each of the Second Interest Rate Period Payment Dates shall be determined on the Conversion Date, after the last Advance (as defined in the Line of Credit Agreement) has been made in accordance with Section 5.3 of the Line of Credit Agreement. The schedule shall be determined based on a five (5) year amortization schedule of substantially level payments of principal and interest calculated based upon the principal amount of the Note that has been Advanced hereunder and under the Line of Credit Agreement, with a final payment due and payable on the Maturity Date. The Holder shall provide the City with a copy of such amortization schedule on or prior to the Conversion Date.

In the event a Determination of Taxability shall have occurred as a result of any act or omission of the City, the rate of interest on this Note shall be increased to a rate per annum equal to the Taxable Rate, effective retroactively to the date on which the interest payable on this Note is includable for federal income tax purposes in the gross income of the Holder thereof. In addition, the Holder of this Note or any former Holder of this Note, as appropriate, shall be paid an amount equal to any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States by the Holder or former Holder of this Note as a result of such Determination of Taxability. All such additional interest, additions to tax, penalties and interest shall be paid by the City on the next succeeding Note Payment Date following the

Determination of Taxability. A "Determination of Taxability" shall mean (i) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that any portion of the interest payable on this Note is includable for federal income tax purposes in the gross income of the Holder thereof, which notice or notification is not contested with the Internal Revenue Service by either the City or the Holder of this Note, or (ii) a determination by a court of competent jurisdiction that any portion of the interest payable on this Note is includable for federal income tax purposes in the gross income of the Holder thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (iii) the admission in writing by the City to the effect that any portion of the interest on Note is includable for federal income tax purposes in the gross income of the Holder thereof. "Taxable Rate" shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Holder with the same after tax yield that the Holder would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Holder as a result of such Determination of Taxability. The Holder shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

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

This Note is subject to optional prepayment as follows:

(a) During the Initial Interest Rate Period, the Note may be prepaid in whole or in part at any time at a price of par plus accrued interest, calculated and subjected to adjustment as provided herein, to the date of prepayment, upon written notice to the Holder given by the City at least five (5) Business Days prior to the date fixed for prepayment.

(b) Commencing thirty (30) months following the Conversion Date, the Note may be prepaid prior to maturity in whole or in part on any Note Payment Date at a price of par plus accrued interest, calculated and subjected to adjustment as provided herein, to the date of prepayment, upon written notice to the Holder given by the City at least five (5) Business Days prior to the date fixed for prepayment. Partial prepayments shall be applied in inverse order of maturities.

Security

The full faith, credit and taxing power of the City are pledged to the punctual payment of the principal of and interest on this Note, as the same shall become due and payable in accordance with the terms hereof.

In each fiscal year while this Note is outstanding, there shall be assessed, levied and collected an ad valorem tax, without limitation as to rate or amount, on all taxable property within the corporate limits of the City (excluding exemptions as provided by applicable law) (the

"Ad Valorem Revenues"), in addition to all other taxes, sufficient in amount to pay the principal of and interest on this Note as the same shall become due and payable.

Such Ad Valorum Revenues shall be assessed, levied and collected in the same manner and at the same time as other taxes are assessed, levied and collected, and the proceeds of said Ad Valorum Revenues shall be applied solely to the payment of the principal of and interest on this Note.

The City has pledged for the security and payment of the 2026 Note, in favor of the Holders, a first priority lien on the Ad Valorem Revenues (including the proceeds derived from the sale of tax certificates in the event of a delinquency in such payment of taxes) and the other monies, if any, on deposit in the funds and accounts created under the Line of Credit Agreement, including all earnings thereon.

Reference is hereby made to the Line of Credit Agreement for the provisions, among others, relating to the terms, lien and security of the Note, the custody and application of the proceeds of the Note, the rights and remedies of the Holder of the Note, and the extent of and limitations on the City's rights, duties and obligations, to all of which provisions the Holder hereof for itself and his successors in interest assents by acceptance of this Note.

Additional Provisions

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

1. The City shall keep books for the registration of this Note and for the registration of transfers of the Note as provided in the Line of Credit Agreement. The Note may be transferred or exchanged upon the registration books kept by the City, upon delivery to the City, together with written instructions as to the details of the transfer or exchange, of such Note in form satisfactory to the City and with guaranty of signatures satisfactory to the City, along with the social security number or federal employer identification number of any transferee and, if the transferee is a trust, the name and social security or federal tax identification numbers of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. The City may not assign its rights under this Note to any person without the prior written consent of the Holder. This Note may be exchanged for one or more Notes of the same aggregate principal amount and maturity and in denominations in integral multiples of $250,000 and increments of $1 in excess thereof. In connection with any transfer of this Note, the transferee shall be an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder or a "qualified institutional buyer" as that term is defined under Rule 144A of the Securities and Exchange Commission. No transfer or exchange of this Note shall be effective until entered on the registration books maintained by the City.

2. The City may deem and treat the person in whose name this Note shall be registered upon the books of the City as the absolute Holder of this Note, whether this Note shall be overdue or not, for the purpose of receiving payment of, or on account of,

the principal of and interest on the Note as they become due, and for all other purposes. All such payments so made to any such Holder or upon its order shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

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

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

It is further agreed between the City and the Holder of this Note that neither the members of the governing body of the City nor any person executing the shall be liable personally on the Note by reason of its issuance.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

[signature page follows]

IN WITNESS WHEREOF, the City of South Miami, Florida has caused this Note to be executed in its name by the manual signature of its Mayor, and attested by the manual signature of its Clerk and its corporate seal or a facsimile thereof affixed hereto or imprinted or reproduced hereon, all as of this ____ day of January, 2026.

CITY OF SOUTH MIAMI, FLORIDA

By:_____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

[Signature page to Note]

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note in the books kept by the City for the registration thereof, with full power of substitution in the premises.

Date: _____

_____

SOCIAL SECURITY NUMBER OR FEDERAL IDENTIFICATION NUMBER OF ASSIGNEE

_____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Note in every particulate, or any change whatever.

[Form of Abbreviations]

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of survivorship and not as tenants in common
UNIFORM TRANS MIN ACT - _____ Custodian for _____(Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State).

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

Name and address of assignee for payment and notice purposes

Notice: _____ Payment: _____

_____ _____

_____ _____

Date: _____

Assignee: _____
By: _____
Title: _____

EXHIBIT "B" TO LINE OF CREDIT AGREEMENT

FORM OF NOTICE OF ADVANCE

NOTICE OF ADVANCE

Re: Not to exceed $6,700,000 City of South Miami, Florida General Obligation Note, Series 2026 issued pursuant to the Line of Credit Agreement dated _____ __, 2026 (the "Agreement"), between the City of South Miami, Florida (the "City") and Regions Capital Advantage, Inc. (the "Lender")

All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Agreement. The following applies to the requested Advance:

(i) The undersigned authorized representative of the City hereby requests an Advance to be made on _____, 20__ in the amount of $_____.

(ii) To the best knowledge of the undersigned, no Event of Default under the Agreement has occurred and is continuing (which has not been cured or waived) and no event which, with the giving of notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing.

(iii) The requested Advance should be wired to the account set forth below:

[insert account information]

IN WITNESS WHEREOF, the undersigned has set his hand as of the _____ day of ____, 20___.

CITY OF SOUTH MIAMI, FLORIDA

By: _____

Name: _____

Title: _____

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Attorney
Item Type:	Resolution
Agenda Section:	RESOLUTION(S)

Subject:
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE LEASE AND DEVELOPMENT OF CITY-OWNED PROPERTY LOCATED AT 4795 SW 75TH AVENUE IN UNINCORPORATED MIAMI-DADE COUNTY FOR A SOLID WASTE FACILITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (MAYOR FERNANDEZ)

Suggested Action:

Attachments:
Memo Solid Waste RFP.docx
Resolution For Solid Waste Facility RFP.docx
Draft - Request for Proposals - Muni Solid Waste Facility v4 - 1-13-26.docx

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor, Vice Mayor, and Members of the City Commission

FROM: Genaro "Chip" Iglesias, City Manager

DATE: January 20, 2026

SUBJECT: Request for Proposals (RFP) for the Lease and Development of City Owned Property Located at 4795 SW 75 Ave for use as a Solid Waste Facility

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BACKGROUND:

This item was brought before the Commission at the request of Mayor Fernandez.

ATTACHMENTS:

Draft Resolution
Draft RFP

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE LEASE AND DEVELOPMENT OF CITY-OWNED PROPERTY LOCATED AT 4795 SW 75TH AVENUE IN UNINCORPORATED MIAMI-DADE COUNTY FOR A SOLID WASTE FACILITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

WHEREAS, the City of South Miami has historically disposed of its Municipal Solid Waste ("MSW") through the Miami-Dade County ("County") Solid Waste Management System (the "SWM System") pursuant to an Interlocal Agreement for Use of the County's SWM System (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire and the County is proposing entering into a new 20-year Interlocal Agreement for use of the County's SWM System, which restructures use of the County's SWM System and includes terms that are less favorable to the City for disposal of MSW; and

WHEREAS, the City is the owner of the real property located at 4795 SW 75th Avenue (the "Property"), which Property is in the unincorporated area of the County and in close proximity to existing CSX rail infrastructure; and

WHEREAS, the City desires to solicit proposals from highly qualified waste management firms for the lease, development, and operation of a state-of-the-art solid waste facility at the Property (the "Project"); and

WHEREAS, as part of the Project, the City specifically desires to lease the Property for the development of the Facility, which may, by way of example, include a resource recovery facility, a solid waste transfer station, a composting facility and/or other solid waste facility or combination thereof; and

WHEREAS, once the Facility is constructed, the Project also entail the operation and maintenance of the Facility, including processing the City's MSW streams and, if excess capacity exists after the City's MSW streams are processed, any other governmental or third-party solid waste streams; and

WHEREAS, the City Commission desires to authorize the City Manager to issue a Request for Proposals ("RFP") for the Project in substantially in the form attached hereto as Exhibit "A"; and

WHEREAS, the City Commission finds that the RFP and this Resolution are in the best interest and welfare of the City.

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

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

Section 2. Issuance of Request for Proposal (RFP). The City Manager is hereby authorized to issue the RFP for the Project in substantially in the form attached hereto as Exhibit "A."

Section 3. Implementation. That the City Manager is authorized to take any and all actions necessary to implement the issuance of the RFP and the purposes of this Resolution.

Section 4. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF	COMMISSION VOTE: Mayor Javier Fernández: Vice Mayor Brian Corey: Commissioner Lisa Bonich Commissioner Steve Calle: Commissioner Danny Rodriguez:
_____	
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. CITY ATTORNEY	

CITY OF SOUTH MIAMI

REQUEST FOR PROPOSALS
NO. [insert number]

LEASE AND DEVELOPMENT OF CITY PROPERTY FOR SOLID WASTE FACILITY

CITY OF SOUTH MIAMI COMMISSION

Mayor Javier Fernández
Vice Mayor Brian Corey
Commissioner Lisa Bonich
Commissioner Steve Calle
Commissioner Danny Rodriguez

CITY MANAGER
Genaro "Chip" Iglesias

DEPUTY CITY MANAGER
Samantha Fraga-Lopez

CITY CLERK
Nkenga Payne, CMC, FCRM

CITY ATTORNEY
Anthony L. Recio
Lillian M. Arango
Weiss Serota Helfman Cole + Bierman, P.L

CITY OF SOUTH MIAMI
REQUEST FOR PROPOSALS NO. [insert number]
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City of South Miami ("City") is soliciting proposals from highly qualified waste management firms for the lease of City-owned real property in unincorporated Miami-Dade County for the purpose of developing a state-of-the-art municipal solid waste facility (the "Facility") and, once constructed, operating and maintaining the Facility (the "Services").

Interested companies, firms, and individuals ("Proposers") may obtain a copy of Request for Proposals No. [INSERT RFP NUMBER] (the "RFP") to be issued on [INSERT DATE RFP WILL BE ISSUED] at City of South Miami, 6130 Sunset Drive, South Miami, Florida 33143, from the City's website (https://www.southmiamifl.gov/bids.aspx), or through the Onvia DemandStar portal (https://network.demandstar.com/). The RFP contains detailed information about the Scope of Services, submission requirements, and selection procedures.

RFP Number:	[INSERT RFP NUMBER]
RFP Name:	Lease and Development of City Property for Municipal Solid Waste Facility
RFP Publication Date:	[INSERT DATE OF PUBLICATION]
[STATE WHETHER MANDATORY OR NON-MANDATORY] Pre-Solicitation/Site Visit:	[STATE DATE, TIME, AND LOCATION]
Written Questions Deadline:	Any questions, requests for information, or clarification pertaining to this RFP must be made in writing by no later than [INSERT DEADLINE] to: [INSERT NAME AND TITLE] 6130 Sunset Drive, South Miami, Florida 33143, Telephone 305-663-6330, Email: procurement@southmiamifl.gov.
RFP Closing Date/Time:	[STATE DATE, TIME, AND LOCATION]
Anticipated Award Date	[STATE DATE, TIME, AND LOCATION]
Contact Information:	Email: procurement@southmiamifl.gov.
RFP Scope of Work:	

All notices and any addenda issued by the City with respect to the RFP will be made available on the City's website. It is the Proposer's sole responsibility to ensure receipt of any issued notice or addenda relating to this RFP once posted to the website. The proposal submission shall be submitted electronically via DemandStar, and marked "Proposal to City of South Miami, RFP No. [INSERT RFP NUMBER] for Design, Build, Finance, Operate & Maintain Municipal Solid waste facility." Any proposal received after the deadline listed above, whether by mail or otherwise, will be returned unopened. Proposers are responsible for ensuring that their proposal is received by the City by the deadline.

Pursuant to subsection 8A-7, "Cone of Silence," of Section 8 "Code of Ethics" of the City, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications regarding competitive solicitations (e.g. RFP's, ITB's, RFQ's) between a potential vendor, service provider, proposer or bidder, or agent, representative, lobbyist or consultant for the potential bidder; and (i) members of the City commission; (ii) the City's professional staff; or (iii) any member of the City's selection, evaluation or negotiation committee. Procedures regarding the Cone of Silence can be found in the RFP documents.

TABLE OF CONTENTS

Section	Page
Section 1: Introduction, Proposal Submission Requirements, and Evaluation	Insert page number
Section 2: Services Needed by the City	Insert page number
Section 3. General Information	Insert page number
Section 4: Forms & Exhibits	Insert page number

SECTION 1.

INTRODUCTION, PROPOSAL SUBMISSION REQUIREMENTS, AND EVALUATION

1.1. INTRODUCTION/GENERAL BACKGROUND.

The City of South Miami (the "City"), a municipality located in Miami-Dade County, Florida ("County"), has disposed of its Municipal Solid Waste ("MSW") through the County Solid Waste Management System ("SWM System") pursuant to an Interlocal Agreement for Use of the County's Solid Waste Management System (the "Original Agreement"). Under the Original Agreement, the City is obligated to only dispose MSW in the County's SWM System at a flat rate for disposal and transfer. However, the Original Agreement is set to expire and a new form of 20-year interlocal agreement (the "Proposed Agreement") is being proposed to restructure the County's SWM System model and includes terms that are less favorable to the City for disposal of MSW. The Original Agreement and the Proposed Agreement are attached hereto as Composite Exhibit "A."

Based on the foregoing, the City is soliciting proposals from highly qualified waste management firms (individually and collectively, "Contractor(s)" or "Proposer(s)") for the lease of City-owned real property located at 4795 SW 75th Avenue in the unincorporated area of the County (the "Property"). The purpose of the Property lease is for the development of a state-of-the-art municipal solid waste facility, including, by way of example, a resource recovery facility, solid waste transfer station, a composting facility, or other solid waste facilities or combinations thereof (the "Facility") (the "Development Services"). Once constructed, the Contractor would operate and maintain the Facility, processing the City's MSW streams and, if excess capacity exists after the City's solid waste needs are fulfilled, any other governmental or third-party solid waste streams (the "Operations Services"). Collectively, the Development Services and Operations Services are referred to as the "Services."



Aerial Map of the Property's Location

The City intends to negotiate and award a long-term lease and development agreement for a fifty (50) for the Services to the Successful Proposer, as defined below.

1.2. SCHEDULE OF EVENTS.

The following schedule shall govern this RFP. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFP (Cone of Silence Begins) RFP Available on DemandStar www.DemandStar.com and https://www.southmiamifl.gov/bids.aspx	INSERT	INSERT
2	[Mandatory or Non-Mandatory] Pre-Solicitation Meeting	INSERT	INSERT
3	Closing Date for Proposer Questions	INSERT	INSERT
4	City's Answers to Questions by Proposers	INSERT	INSERT
5	Proposals Due & Opened (via virtual meeting on Zoom – City will provide instructions for access)	INSERT	INSERT
6	City Staff Member Initial Review of Proposals	INSERT	INSERT
7A	Evaluation Committee Review of Proposals		
7B	Oral Presentations Before Evaluation Committee (if requested)		
8	City Manager Issues Recommendation to Commission	INSERT	INSERT
9	Commission Meeting to Award RFP to Contractor(s) and Approve Negotiation of Longterm Lease and Development Agreement(s)	INSERT	INSERT
10	Commission Meeting to Approve Longterm Lease and Development Agreement(s), if necessary.	TBD	TBD

1.3. GENERAL SOLICITATION INSTRUCTIONS; SUBMITTAL DEADLINE.

All Proposals must be received by [INSERT RFP DEADLINE TIME AND DATE] via DemandStar E-bidding upload. Proposals received after the due date and time will not be considered.

All Proposals received will be publicly opened and announced during a meeting, on the date, place, and time specified in the Schedule of Events set forth in Section 1.2, above. All Proposals received after that time shall be returned, unopened.

1.4. PROPOSAL REQUIREMENTS

In order to ensure a uniform review process and to obtain the maximum degree of comparability, Proposers shall submit a Proposal that includes all of the following information/documentation, appropriately tabbed, in this ***exact*** order ("Proposal"). Failure to do so may render a Proposal as non-responsive.

NOTICE TO ALL PROPOSERS: REFER TO SECTION 4 OF THIS RFP WHICH CONTAINS A CHART LISTING ALL OF THE FORMS THAT MUST BE PROVIDED IN THE PROPOSAL IN ADDITION TO THESE SUBMISSION REQUIREMENTS.

Tab A. **Cover Page:** A cover page with Proposer's business name, address, and telephone number; name and all contact information for individual that will serve as "Project

Manager," a primary liaison between the Proposer and the City; date; and subject "Proposal for RFP No. [INSERT NUMBER OF RFP] for Design, Build, Finance, Operate & Maintain Municipal Solid waste facility."

Tab B. **Table of Contents.** A Table of Contents that outlines in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFP.

Tab C. **Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Proposer, the Proposer's commitment to the City, an understanding of the Services to be performed and the aspects of the Proposal. Not to exceed one (1) page in length in 12-point Times New Roman (or equivalent) font and single-spaced.

Tab D. **Firm's Qualifications.** Proposers interested in performing the Services must display relevant experience in performing the type of Services solicited and should emphasize both the experience and capability of particular personnel who will actually perform the Services. Accordingly, the Proposer must complete and submit **FORM 2**, Company Qualifications Questionnaire and **FORM 9**, References.

1. To be eligible to respond, the Proposer, or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer, shall have five (5) years of continuous operation under the same entity name and provide proof of same.

2. Proposer or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer, must include any relevant business licenses, including occupational licenses, business tax receipts, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Proposer, or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer, is authorized to do business in this State.

3. Proposer must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.

4. Proposer must provide documentation demonstrating that the Proposer, or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer, has been and is currently doing business within the County providing the Services for at least five (5) years.

5. Proposer or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer, must provide copies of its County General Hauler Permit and any other permits, licenses, or other governmental approvals that are required in order to perform all aspects of the Services, including collection, removal, and transportation of solid waste, as proposed by the Proposer.

6. Proposer must provide documentation proving that the Proposer has secured solid waste disposal capacity outside the County's SWM System at a permitted location, whether a landfill or waste-to-energy (WTE), or other solid waste disposal facility, for the City's MSW, as identified under Section 2, "Services Needed by the City," of this RFP. Proof may be presented in the form of a pre-existing long-term contract for such solid waste disposal capacity, by direct ownership of the permitted location (either through the Proposer, or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer), or any other form of guarantee acceptable to the City, at its sole discretion, that shows the Proposer has long-term solid waste disposal capacity.

   Additionally, Proposer must demonstrate contingency plans, such as backup disposal and recycling facilities, in case the Facility becomes inoperable.

7. Proposer or a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer, shall provide a list of current and past clients, with emphasis on Florida municipalities. The Proposer may satisfy this requirement by providing a list of such current and past clients through a principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer.

8. Proposer must also provide the official complaint history within the last ten (10) years for its qualifying professional license. Such official complaint history should also include the complaint history within the last ten (10) years for any principal, subsidiary, or affiliate with substantially the same ownership structure as the Proposer.

9. Proposer shall identify the Principal in Charge's Experience. This individual must have a minimum of five (5) years' experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Proposer. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Program Manager.

10. In addition to completing **FORM 9**, References, the Proposer shall be required to provide three (3) letters of references shall be submitted as part of the Proposal, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the project/work/studies, estimated and actual.

Tab E. **Project Team/Personnel Qualifications.** The Proposer must demonstrate that Key Staff, including any key subcontractors, (the "Project Team") have sufficient staff and resources, including technical expertise and support personnel, to successfully and timely deliver the Development Services and the Operations Services, as set forth under Section 2, "Services Needed by the City," of this RFP.

The Proposer must demonstrate the Project Team's qualifications by providing the following information:

1. Complete and submit **FORM 8**, Key Staff and Proposed Subcontractors.
2. The Project Team working on the Project and/or providing the Services must have prior experience within the past eight (8) years of providing similar services.
3. Provide an organizational chart showing reporting structure for the Project Team.
4. Include one-page resumes for each person or subcontractor listed in **FORM 8**, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.
5. For each task, list each individual Key Staff member, including subcontractors, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Prime Contractor and each key subcontractor on the project in total.

Tab F. **Proposer's Municipal Solid Waste Implementation Master Plan.** The Proposer shall develop and submit a Municipal Solid Waste Implementation Master Plan that addresses how the Proposer intends to perform all aspects of the Services, from interim Operations Services through complete Development Services and long-term Operations Services for the Facility. The Municipal Solid Waste Implementation Master Plan must address the following components:

1. Development Approach. The Proposer's proposed Facility and its approach to permitting and development of the Facility, including information on the Proposer's approach to designing, building, and equipping the Facility. Special consideration should be provided to ensure that the development approach is implemented utilizing a framework that has been successfully implemented for other municipalities, counties, states, or other governmental entities, with an emphasis on Florida governmental entities. The Proposer should specifically address its understanding and ability to ensure the Facility is designed to meet the current and projected future City MSW streams, as detailed under Section 2 herein, and projected third-party volumes, including other potential governmental solid waste streams. The development approach must also explore how dedicated and prioritized access and tipping areas for City collection vehicles will be incorporated to ensure minimal-wait times for City collection vehicles. Proposers should indicate whether the Facility will incorporate rail transportation into its development approach, as the Property abuts a CSX-owned rail line.
2. Operations Approach. Provide a detailed narrative explaining how the Proposer will provide the Services from the interim Development Services implementation phase through the transition to long-term, regular Operations Services once the Facility is constructed. Special attention should be provided to the methods to be utilized in the provision of

Operations Services to ensure that adequate MSW capacity is always available to the City, while allowing third-party solid waste streams that ensure profitability of the Operations Services. Notwithstanding the foregoing, the Operations Approach should demonstrate a clear and definitive understanding that all of the City's MSW stream needs shall take precedence over any and all third-party solid waste streams, even if such third-parties are other governmental entities. The Operations Approach must identify the interim facilities to be used by the City for its MSW during the period of the Development Services.

If an option for waste-to-rail is proposed, the Proposer must provide a conceptual Rail Logistics Plan detailing the proposed rail carrier, frequency of inbound/outbound trains, and capacity for dedicated rail movements. Provide an explanation of the Proposer's emergency plan approach for Facility downtime (e.g., equipment failure, weather events), guaranteeing access to a permitted, non-County disposal facility to prevent service interruption to the City.

3. Regulatory Approval Approach. The Proposer must provide a comprehensive, detailed legal and regulatory strategy to obtain all required approvals necessary to develop and operate the Facility while achieving the City's objective of operating outside the restrictive terms and fee structure of the Original Agreement and the Proposed Agreements. This regulatory approval approach must specifically address how the Proposer will:

   i. Secure necessary approvals and determinations from the County Department of Solid Waste Management (DWSM) and the County Department of Regulatory and Economic Resources (RER) to operate the proposed Facility and receive the City's MSW in accordance with the requirements of Chapter 15 of the County Code of Ordinances.

   ii. Obtain zoning approval from the appropriate County regulatory bodies (e.g. the Community Zoning Appeals Board or the Board of County Commissioners) to operate the Facility and receive the City's MSW.

   iii. Receive all necessary building permits from the County Building Department, including review and approvals for fire, life safety and County RER Division of Environmental Resource Management (DERM) inspections.

   iv. If rail transfer facilities are planned, address Surface Transportation Board (STB) regulations for the provision of the Services utilizing rail infrastructure, including any applicable federal preemption strategy (Clean Railroads Act) or necessary permits that may also be needed.

   v. If possible, obtain approvals for the Facility to become part of the County's SWM System, with authority, for the life of the term of the Proposed Agreement, for the City to dispose of its MSW in the Facility at the rate provided by Proposer.

4. Infrastructure Approach. Identification of existing infrastructure and modifications needed to accommodate the Facility and associated roadway or railway infrastructure, both on the Project Site and within any surrounding rights-of-way. Include an analysis on the anticipated timing and construction approach to making infrastructure modifications. The Infrastructure Approach should discuss proposed Best Available Control Technologies (BACT) that exceed the following minimum requirements:

   i. Odor: Negative air pressure, misting systems, bio-filters, or rapid throughput processing.

   ii. Noise: Acoustic shielding/barriers, especially around rail loading/staging areas, to minimize impact on adjacent properties.

   iii. Traffic Management: Detailed plan for managing peak truck traffic (City and Commercial) to prevent or minimize queues on SW 75th Avenue, including on-site queuing capacity for transfer trailers, as further detailed under Section 2 herein.

   Additionally, the Infrastructure Approach should provide evidence of proprietary authority regarding use and integration with the railway.

Tab G. **Project Schedule Plan.** Each Proposal must include an implementation schedule. The Project schedule must:

1. Provide a realistic, detailed schedule for completion of the Development Services, from commencement of the design of the Facility through commencement of the Operations Services at the Facility once constructed, identifying key tasks and duration of each.

2. At a minimum, the Project schedule must contain the following key tasks for development of each phase or component of the Project improvements, if applicable (specify the proposed duration of each task in number of months from award of the Agreement(s) until completion of each phase, component or task.):

i. Time period from award of Agreement(s) until completion of design of the Facility;

ii. Time period from award of Agreement(s) until commencement of construction of the Facility; and

iii. Time period from award of Agreement(s) until issuance of Certificate of Occupancy or Certificate of Completion and such other approvals necessary to commence the Operations Services at the Facility.

3. Provide a logistical plan as to how the Proposer will facilitate and initiate the provision of the Operations Services immediately upon execution of any long-term lease and development agreement(s). The logistical plan must specifically discuss how the City will transition disposal of its MSW seamlessly from the County SWM System to the Proposer's permitted solid waste disposal location (as identified in the Proposer's Firm Qualifications Tab).

4. Explain how the Proposer intends to deliver the Development Services for the Facility in an expeditious manner that complies with all requirements necessary to ensure a safe and sound development.

5. Measures to mitigate any disruption to existing City facilities, and/or other public and/or private operations and facilities, with a special emphasis on ensuring that existing interim solid waste services to be provided during the Development Services phase.

Note: Proposers are cautioned to be realistic in proposing the above-described time periods as this information will be relied upon in evaluating proposals and in establishing the Project schedule. The Agreement(s) resulting from this RFP will include damages for failing to complete the key tasks included in the Project schedule.

Tab H. **Financial Proposal Form.** Submit a signed, firm Financial Proposal for providing all of the Services during the term of the long-term lease and development agreement(s), including the following Financial Proposal components:

1. Guaranteed Interim Disposition Rates. The Proposer must offer a Guaranteed Interim Solid Waste Disposal and Transfer Rate (price/ton) for the City's MSW. This rate must be guaranteed and made available to the City immediately upon execution of the long-term lease and development agreement and remain in effect until the new Facility is fully operational and accepting City MSW. The Proposer must detail their immediate capacity/access for the City's waste to substantiate this interim rate.

2. Long-Term Tipping Fee Structure. The Proposer must indicate the final, long-term price/ton for the City's MSW at the Facility to be constructed, including mechanisms to control annual price adjustments (e.g. increases limited to consumer price index (CPI-U) adjustments). The Proposer must provide a financial model demonstrating the cost savings to the City over the 20-year term compared to the Original Agreement and the Proposed Agreement.

3. Ground Lease and Revenue Sharing. Propose financial terms for a long-term Ground Lease of up to 50 years for the City-owned property, including a revenue sharing arrangement with the City relating to revenues generated from third-parties, including other governmental entities.

The Financial Proposal must address directly address the City's exposure to high County Non-Contract rates by offering immediate and long-term rate relief.

Tab I. **Financial Strength and Capacity.** Proposer must submit evidence of its financial strength and capacity, including the following documentation:

1. Evidence of Financial Ability, Capacity and Strength. The Proposer shall submit evidence of financial ability, capacity and strength to complete all obligations under the Agreement(s), including, but not limited to, performance of the Development Services for construction of the Facility, the Operations Services, and the attainment and satisfaction of all financing and lender obligations and payments that may be incurred in the provision of the Services. Proposer shall provide (i) information on financial and

lending relationships, including past borrowing capacity and history on other similar projects or projects with similar financial strategies as proposed, and (ii) letter(s) of commitment demonstrating financial soundness and relationships with financial lenders or equity sources.

2. Insurance. Proposer must provide evidence of insurance currently in place, as noted in **FORM 2**, that meets or exceeds the specifications set forth in this RFP or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer prior to entering into an agreement with the City. The Successful Proposer(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the City as an additional insured and meeting the insurance coverage requirements set forth in this RFP, which are also set forth in the form of Professional Services Agreement attached to this RFP.

3. Evidence of Bonding Capacity. The Proposer must submit documentation from a reputable financial institution, surety company, or other authorized entity confirming the Proposer's total and single project bonding capacity to ensure that the Proposer has the ability to provide the Payment and Performance Bond if required by this RFP.

   If evidence of bonding capacity for a performance and payment bond is not required, the City shall select this box: ☐.

The City may require higher limits of insurance or additional coverage if deemed necessary. Furthermore, financial statements may be required by the City of a Selected Proposer(s) at the time of negotiations, in the City's sole discretion. If so required by the City, the Proposer shall submit Financial Statements for the three (3) most recently completed fiscal years The Financial Statements must include an Opinion Letter, a Balance Sheet, an Income Statement and a Statement of Changes in Cash Flow. Financial Statements must be prepared in accordance with US Generally Accepted Accounting Principles (USGAAP) or International Financial Reporting Standards (IFRS). The Financial Statements must be audited by an independent party qualified to render audit opinions. If audited statements are not available, the Selected Proposer shall include unaudited Financial Statements, certified as true, correct and accurate by the chief executive, chief financial officer or treasure (or equivalent) of the entity.

Tab J. **Proposal Guarantee.** The Proposer, in submitting this Proposal, shall include a Proposal Guarantee in the amount of [INSERT PROPOSAL GUARANTEE]. A company or personal check shall not be deemed a valid Proposal Guarantee. The Successful Proposer shall execute the Contract (Agreement) and provide the required Certificates of Insurance within ten (10) calendar days of Notice of Award by the City. The Proposer who has the Agreement awarded to him and who fails to execute the Contract and furnish the Performance and Payment Bonds and Insurance Certificates within the specified time shall forfeit the Proposal Guarantee that accompanied his Proposal, and the Proposal Guarantee shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of

the amount of damages the City will sustain in case the Proposer fails to enter into the Contract and furnish the Bonds as herein before provided. Proposal Guarantee deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Proposal Guarantee. If the City Manager has waived the requirement for Proposal Guarantee, the City shall select this box: ☐.

Tab K. **Cost Recovery.** Proposer shall submit a cost recovery deposit of $15,000 to cover the City's costs of administering this RFP, including but not limited to costs of professionals used by the City to evaluate the RFP and advise the City Manager or City Commission. The cost recovery deposit shall be non-refundable. By submitting its proposal, Proposer acknowledges and agrees that it shall be required to submit an additional non-refundable cost recovery deposit in an amount to be determined by the City Manager, but in no event less than $40,000, if selected for the award, to be applied to the City's costs incurred in connection with evaluating and implementing the award. Such cost recovery deposit shall be due prior to negotiations and shall be replenished as necessary.

Tab L. **Special Consideration.** Describe any special resources or technical in-house expertise that the Proposer or Proposer's personnel assigned for implementation of the Development Services for the Facility build-out, the Operations Services, or any other part of the Services as a whole may bring which will specifically benefit the City. Not to exceed three (3) pages in 12-point Times New Roman (or equivalent) font and single-spaced. Excess pages will be removed prior to submission to the Evaluation Committee.

Tab M. **Forms:** Complete all forms provided in **SECTION 4** that are not otherwise included in a separate tab.

1.5. EVALUATION CRITERIA.

Proposals will be evaluated according to the following evaluation criteria and their respective weights:

Category	Criteria	Maximum Points
1	**Qualifications of the Proposer** Ability, capacity and skill of firm(s); whether the firm, and/or its principals or affiliates, holds required and advantageous certifications, professional and business licenses, and other similar credentials, with a special emphasis on those certifications that specifically relate to the provision of the Services; firm's experience providing the Services, with an emphasis on experience and references from governmental clients; the firm's safety and complaint records; adequacy of Principal in Charge's experience in providing and overseeing the Services.	15 Points
2	**Qualifications of the Project Team**	15 Points

	Review of the Project Team's ability, experience, and technical skill; availability and capacity of sufficient staffing and resources to successfully deliver the Development Services and the Operations Services; and such other qualifications of the Project Team that indicate the Project Team's ability to successfully perform the Services.	
3	**Proposer's Municipal Solid Waste Implementation Master Plan** Assessment of the Proposer's Municipal Solid Waste Implementation Master Plan, including analysis of how the Proposer intends to perform all aspects of the Services, from the interim Operations Services phase through the provision of the Operations Services at the Facility once constructed; Proposer's Development Approach, taking into account proposed strategies to ensure immediate and long-term capacity for the City's MSW, profitability, and efficiency for the Operations Services; regulatory approach plan, including a demonstration of the Proposer's understanding of the regulatory approvals that will be necessary to perform both the Development Services and Operations Services; and infrastructure approach.	20 Points
5	**Project Schedule Plan** Evaluation of the Proposer's Project Schedule Plan, including the Proposer's ability to quickly and effectively transition disposal of the City's MSW to the Proposer's solid waste disposal facilities, develop the Facility, and commence the provision of the Operations Services at the Facility once constructed, taking into account the safety and feasibility of the plan.	10 Points
6	**Financial Proposal** Analysis of the proposed financial proposal, including evaluation of the value of the interim guaranteed interim disposition rates, the proposed long-term tipping fee structure, and ground lease and revenue sharing components.	20 Points
7	**Financial Strength and Capacity** An evaluation of the Proposer's financial strength and capacity, as demonstrated by the Proposer's evidence that it possesses the ability, capacity, strength, and overall financial strength to accomplish performance of all aspects of the Services, including the Development Services for the Facility. Also includes evaluation of the Proposer's ability to secure required	10 Points

	insurance and bonding capacity from a reputable financial institution.	
8	**Oral Presentation (if Requested)** Scoring of the Proposer's oral presentation based on the insight and clarity provided to the Evaluation Committee on the Proposer's Proposal, approach to the Services, and ability to furnish all aspects of the Services.	10 Points
		Total: 100 Points

1.6. SELECTION PROCESS.

Award shall be made by the City Commission (or City Manager, if applicable) to the most Responsive, Responsible Proposer whose proposal is determined to be the most advantageous to the City, taking into consideration all aspects of the Proposal, the evaluation criteria set forth herein, any other relevant information affecting the Proposer's responsiveness and responsibility (the "Successful Proposer").

The Responsive Proposer is a person that has submitted a Proposal which conforms in all material respects to the RFP, including, but not limited to compliance with any requirements contained within the solicitation ("Responsive Proposer"). The Responsible Proposer shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance (the "Responsible Proposer").

To determine the most Responsive, Responsible Proposer whose proposal is the most advantageous to the City, the City shall evaluate proposals submitted by the Submission Deadline in accordance with the following procedures:

Phase 1: Staff Level Review for Compliance with Minimum Requirements. A member of City Staff shall review and evaluate proposals for compliance with the minimum requirements of the RFP to determine which Proposers qualify as Responsive and Responsible Proposers. The City Manager or designee may reject those Proposals that do not meet the minimum requirements of the RFP.

Phase 2: Evaluation Committee Review. The City Manager or City Manager's designee will appoint an Evaluation Committee to review and evaluate the Proposals submitted by Responsive and Responsible Proposers during a public meeting (the City will provide instructions on how to participate and access the meeting). The Evaluation Committee shall review, evaluate, and rank the firm(s) it deems to be the most Responsive and Responsible Proposers for the performance of the Services, taking into consideration all aspects of each Proposer's Proposal, using the evaluation criteria set forth under Section 1.5.

The Evaluation Committee reserves the right to conduct or require presentations from any and/or all Proposers prior to final ranking of the Proposers, request additional information or seek clarifications as it deems necessary, or take such other action as may be necessary to properly evaluate the Proposers.

Phase 3 (if requested by Evaluation Committee): Oral Presentations. The Evaluation Committee may short-list and call Proposers for oral presentations before the Evaluation Committee regarding their Proposal, approach to the Services, and ability to furnish the required Services. All prime contractors and subcontractors in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. The Proposers are encouraged to be represented only by the Project Team Lead/Manager and the staff identified in the Proposal. Additional details on the oral presentations may be provided to the short-listed Proposers.

If oral presentations are requested by the Evaluation Committee, the oral presentation will be worth 10 additional points. The City will notify the Proposers where the oral presentations, if any, will be conducted and whether the Proposers may appear virtually or must appear in person. The Evaluation Committee shall rank the Proposers and provide its written recommendations to the City Manager.

Phase 4: Recommendation to City Commission. After the Evaluation Committee ranks the Proposers, the City Manager will present a recommendation to the City Commission which shall include the Evaluation Committee's rankings and recommendations for consideration by the City Commission and the City Manager's recommendation for award or rejection of any or all Proposals for approval at a Commission meeting.

Phase 5: City Commission Meeting to Select and Award Agreement to Responsible Proposer(s). The City Commission may select the Proposal from the Responsive and Responsible Proposer(s) that it determines submitted the Proposal that is most advantageous to the City, taking into consideration all aspects of the Proposal, and authorize the City Manager to negotiate and, if authorized, execute a long-term lease and development agreement and/or such other agreements required for implementation of the Services with the selected Proposer(s).

In no case will the Award be made until all necessary investigations have been made into the responsiveness and/or responsibility of the Proposer and the City Manager and City Commission are satisfied that the Proposer is qualified and has the necessary organization, capital, equipment, and financial strength to perform the Services set forth in this RFP within the specified timeframes. The City Commission shall have the final authority to select the Proposer(s) and award any long-term lease and development agreement(s).

Phase 6: Negotiations and Execution of Agreement. After selection of the Proposer(s) by the City Commission, the City Manager or designee(s) shall negotiate and, if authorized, execute a long-term lease and development agreement and/or such other agreements required for implementation of the Services with the Proposer(s) that incorporates a Financial Proposal that the City Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and the major terms and conditions contained in this RFP.

Should the City Manager be unable to negotiate a satisfactory agreement(s) with the Proposer based on a Financial Proposal that the City Manager determines to be fair, competitive, and reasonable, negotiations with that Proposer may be terminated. The City Manager or designee(s) shall then undertake negotiations with the next highest-ranked Proposer, and, if negotiations are terminated, shall continue to each next highest-ranked Proposer until a satisfactory contract may be negotiated.

Any award and execution of an agreement shall be subject to approval by the City Attorney as to form, content, and legal sufficiency. The City reserves the right to withhold issuance of an award until the Successful Proposer has presented a signed original of the long-term lease agreement, together with any other necessary agreement(s) and required documents, to the City. No award shall be deemed final until the parties have fully executed the long-term lease agreement and any other agreement(s) required for implementation of the Services. Award of any Proposal is conditional upon the City having funding to implement the agreement(s), if necessary.

The City reserves the right to reject any or all Proposals which are in any way incomplete or irregular, terminate and/or re-issue the entire solicitation, enter into agreements with more than one Proposer, or terminate negotiations with one or more selected Proposers at any time.

END OF SECTION 1

SECTION 2.
SERVICES NEEDED BY THE CITY

2.1. SCOPE OF SERVICES

The Contractor shall provide all necessary labor, materials, equipment, reports and expertise required to provide the services, including but not limited to the tasks identified herein, which shall collectively be referred to as the Services:

2.1.1 Facility

The design must allocate dedicated and prioritized access and tipping areas for City Collection Vehicles to ensure minimal-wait times The facility must be designed with a demonstrated capacity to handle the City's MSW (currently estimated at 11,000/year) and the Proposer's projected third-party volume. The facility must be designed to accommodate the Proposer's own commercial waste streams and the waste from potential future contracted municipalities.

The Proposer shall design, build, and equip a high-throughput facility. The proposer may include rail transport as part of its proposal, as the subject land abuts a CXS owned rail line. If an option for waste to rail is proposed, the proposer must provide a rail Logistics Plan detailing the proposed rail carrier, frequency of inbound/outbound trains, and capacity for dedicated rail movements.

Additionally, a detailed plan addressing the Surface Transportation Board (STB) regulations for solid waste rail transfer facilities, including any applicable federal preemption strategy (Clean Railroads Act) or necessary permits is also needed.

2.1.2. Private Utilization and Third-Party Waste:

The Proposer will be granted the exclusive right, for the term of the agreement, to use the excess capacity of the Facility for its own commercial hauling business and for other municipal or private contracts, provided City MSW is always prioritized and that this activity does not create an operational or environmental nuisance.

The Proposer must detail how this third-party usage will generate a revenue share for the City or be incorporated into the proposed fee structure.

2.1.3. Operations Plan and Environmental Controls:

Operational Contingency: Provide a detailed emergency plan for facility downtime (e.g., equipment failure, weather events), guaranteeing access to a permitted, non-County disposal facility to prevent service interruption to the City.

Environmental Control Standards: Submit a detailed plan for best available control technologies (BACT) exceeding minimum requirements for:

Odor: Negative air pressure, misting systems, bio-filters, or rapid throughput processing.

Noise: Acoustic shielding/barriers, especially around rail loading/staging areas, to minimize impact on adjacent properties.

Traffic Management: Detailed plan for managing peak truck traffic (City and Commercial) to prevent queues on SW 75th Avenue, including on-site queuing capacity for [Insert Number] transfer trailers.

END OF SECTION 2

SECTION 3

GENERAL CONDITIONS

3.1 GENERAL INFORMATION.

The provisions provided in this Section 3 shall govern this RFP and shall be incorporated into the Agreement (if applicable), except as may be specifically modified in the contract awarded pursuant to this RFP.

3.2 CONE OF SILENCE.

The provisions of City's Cone of Silence are applicable to this RFP. The City's Cone of Silence provisions can be found under Section 8A-7 of the City Code of Ordinances. The Cone of Silence as used herein means a prohibition of any communication regarding a competitive solicitation such as a request for proposal, request for qualification, request for information or invitation/request for bid, between a potential vendor, service provider, proposer or bidder (hereinafter referred to as the "potential bidder"), or agent, representative, lobbyist or consultant for the potential bidder; (hereinafter referred to as the "bidder's representative"); and

(i) Members of the City Commission; or
(ii) City's professional staff; or
(iii) Any member of the City's selection, evaluation or negotiation committee.

The provisions of the Cone of Silence shall not apply to:

(i) Communications at a duly noticed pre-bid conferences or at any duly noticed public selection or negotiation committee meeting or duly noticed public City commission meeting at which the City Manager has placed the subject of the solicitation on the agenda;
(ii) Communication regarding the solicitation at recorded contract negotiations, recorded oral presentation or recorded oral question and answer session and recorded contract negotiation strategy sessions in compliance with the exemption in F.S. § 286.0113;
(iii) Briefings made by the City Manager or his designee to the City Commissioners during a meeting following the completion of the selection or negotiation committee meetings;
(iv) Written communication at any time with any City professional staff (not including selection, evaluation or negotiation committee members), unless specifically prohibited by the applicable competitive solicitation documents. This section shall not be construed to prevent written communication between City professional staff and any City selection, evaluation or negotiation committee. A copy of any written communication made during the cone of silence shall be contemporaneously filed with the City clerk by the potential bidder or bidder's representative. The City clerk shall make copies available to any person upon request;

(v) Communication that is strictly limited to matters of those processes or procedures that are contained in the corresponding solicitation document and which communication is between any person and the City's purchasing agent or the City employee who is designated as being responsible for administering the procurement process for such solicitation;

(vi) Communications with the City attorney and his or her staff;

(vii) Communications during any duly noticed site visits to determine the competency and responsibleness of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes a written recommendation;

(viii) Any emergency procurement of goods or services pursuant to City code;

(ix) Responses to a request made by the City's purchasing agent, or the City employee who is designated as being responsible for administering the procurement process for such solicitation, for clarification or additional information.

(x) Communications prior to bid opening between City's professional staff and potential bidders and/or bidder's representatives to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential bidders and/or bidder's representatives and any member of the City's professional staff including, but not limited to the City Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

Written communications or inquiries for clarification of process or procedure are allowed if directed to [INSERT NAME AND TITLE] procurement@southmiamifl.gov with a copy to the City Clerk at CityClerk@southmiamifl.gov. These must include the requester's contact information. Communications to other City officials or employees are prohibited until the Cone of Silence is lifted.

Violation of the Cone of Silence by a particular bidder or proposer, or their representative, shall render any award to said bidder or proposer voidable by the City Commission and/or City Manager. Any person who violates a provision of this section may be prohibited from serving on a city selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a city employee may subject said employee to disciplinary action at the discretion of the City Manager.

3.3 **REQUESTS FOR INFORMATION/CLARIFICATION.** The City, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate Proposals. The City has made efforts to provide accurate and complete information in this RFP. The City shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Proposers to assure that they have all information necessary for submission of their Proposals. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email to [INSERT NAME AND TITLE] procurement@southmiamifl.gov with a copy to the City Clerk at CityClerk@southmiamifl.gov.

3.4 **ADDENDA.** If the City finds it necessary to add to, or amend this RFP prior to the Proposal submittal deadline, the City will issue written addenda/addendum. Each Proposer must acknowledge receipt of each addendum by signing the acknowledgement (**FORM 4**) and providing it with its Proposal.

3.5 **CERTIFICATION.** By submitting a Proposal to this RFP, the signer of the Proposal declares that the person(s), firm(s) and parties identified in the Proposal are interested in and available for providing the Services; that the Proposal is made without collusion with any other person(s), firm(s) and parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full authority to bind the person(s), firm(s) and parties identified in the Proposal. By submitting a Proposal, the Proposer shall certify that it has fully read and understood this RFP and the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

3.6 **ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's ability to fulfill the requirements of the RFP.

3.7 **JOINT PROPOSALS.** In the event multiple Proposers submit a joint Proposal in response to this RFP, a single Proposer shall be identified as the Prime Contractor. If offering a joint Proposal, the Prime Contractor must include the name and address of all parties of the joint Proposal. The Prime Contractor shall provide all bonding and insurance requirements, execute any Contract, complete the required forms contained herein, and have overall and complete accountability to resolve any dispute that may arise in connection with the Proposal. Only a single contract with one Proposer shall be acceptable. The Prime Contractor's responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other Proposers participating or presenting at City meetings, and overseeing preparation of reports and presentations. The Prime Contractor shall also prepare and present a consolidated invoice(s) for services performed if awarded a contract. The City shall issue only one check for each consolidated invoice to the Prime Contractor for Services performed. The Prime Contractor shall remain responsible for performing Services associated with response to this Proposal even if other participating Proposers fail to perform any obligations required herein.

3.8 **SUBCONTRACTING.** Within five (5) calendar days after Proposal opening, the apparent Successful Proposer shall submit to the City and the Consultant for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the City, will notify the Contractor in writing if either the City or the Consultant, after due investigation, has reasonable objection to any Subcontractor, person, or organization on such list. The failure of the City or the Consultant to make objection to any Subcontractor, person, or organization on the list within thirty (30) days of the receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the City or the Consultant to reject defective

Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents. If, prior to the Notice of Award, the City or the Consultant has reasonable objection to and refuses to accept any Subcontractor, person or organization listed, the apparent low Proposer may, prior to Notice of Award, submit an acceptable substitute without an increase in its Proposal price.

3.9 **INTERVIEWS.** The City reserves the right to short list Proposers and conduct personal interviews or require presentations by any or all Proposers prior to ranking, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.

3.10 **PROPOSALS BINDING; RETENTION AND WITHDRAWAL OF PROPOSALS.**

3.10.1 Proposals Binding. All Proposals submitted shall be binding upon the Proposer for 90 calendar days following opening. If selected, the Proposal shall be honored through the period of contract negotiation until the contract is fully executed by the City and the Proposer, or the termination of negotiations, whichever occurs first.

3.10.2 Firm Financial Offer. If the Proposer is awarded an Agreement pursuant to this RFP, the prices, rates, costs, fees, revenue sharing, or other monetary components of the Proposal submitted in response to this RFP shall remain fixed and firm during the competitive procurement process and the initial term of the Agreement, awarded to the selected Proposer(s).

3.10.3 Proposal Withdrawal. Proposers may withdraw their Proposals from consideration by the City pursuant to this RFP by notifying the City Clerk in writing at any time prior to the scheduled opening. Proposers may withdraw their Proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity prior to withdrawing their Proposals from consideration by the City pursuant to this RFP.

3.10.4 Retention of Proposals. Proposals, once opened, become the property of the City. The City reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that Proposer is selected.

3.11 **PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with Proposals shall become property of the City and shall be deemed to be public records subject to public inspection. Pursuant to Section 119.071(1)(b), Florida Statutes, sealed Proposals received by the City pursuant to this RFP are exempt from disclosure until such time as the City provides notice of an intended decision or until 30 days after the opening of Proposals, whichever is earlier. Furthermore, if the City rejects all Proposals submitted in response to this RFP, such Proposals shall remain exempt if the City provides notice of its intent to reissue this RFP, provided that such Proposals shall not be exempt for longer than 12 months after the City's notice of its intent to reject all Proposals and reissue the RFP.

Furthermore, Proposers are required to *identify specifically* any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.0701, Florida Statutes, if a civil action is filed against a Proposer to compel production of public records relating to the City's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the City and to the contractor.

3.12 **IRREGULARITIES; RESERVATION OF RIGHTS.** Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the competitive solicitation process, to reject any or all Proposals, reject a Proposal which is in any way incomplete or irregular, reissue the entire solicitation, or enter into agreements with more than one Proposer. Proposals received after the deadline provided in this RFP will not be considered.

The City reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the City reserves the right to conduct a background investigation, including a criminal record check of the Proposer's employees and subcontractors, to investigate the financial capability, integrity, experience and quality of performance of each Proposer, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Respondents shall furnish additional information as the City may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The City reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

3.13 **LOBBYIST REGISTRATION.** Proposer must comply with the City's lobbyist regulations. Please contact the City Clerk at (305) 663-6340 or CityClerk@southmiamifl.gov for additional information.

3.14 **PROPOSAL/PRESENTATION COSTS.** The City shall not be liable for any costs, fees, or expenses incurred by any Proposer in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.

3.15 **LATE SUBMISSIONS.** Proposals received by the City after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Proposals shall be decided in the favor of the City. Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. The City shall not be responsible for Proposals received after the submittal deadline and encourages early submittal.

3.16 **COMPLETENESS.** All information required by this RFP must be supplied to constitute an acceptable and complete Proposal.

3.17 **PERMITS, TAXES, LICENSES.** The Proposer shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

3.18 **LAWS, ORDINANCES.** The Proposer shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

3.19 **TERMS OF ENGAGEMENT; LONG-TERM LEASE AND DEVELOPMENT AGREEMENT.** Upon selection by the City Commission, the City Manager shall negotiate, and if authorized, execute a long-term lease and development agreement with the Successful Proposer(s) for the provision of the Services. The longterm lease and development agreement shall contain a term of 50 years, incorporate a Financial Proposal that the City Manager, in his/her sole discretion, determines is fair, competitive, and reasonable, and the major terms and conditions contained in this RFP. The terms of the agreement may be negotiated, at the City's sole discretion.

3.20 **COMPUTER AIDED DESIGN (CAD).** If applicable, the selected Proposer will be required to produce all work product using the latest version of AutoCAD; prior to and during construction, CAD files shall be made available to the Contractor(s) at no cost for the Consultant's coordination drawings and will be provided to the City at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the City upon submittal.

3.21 **INSURANCE.** Proposer shall secure and maintain throughout the duration of this RFP and the contract, if selected, 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 Proposer's insurance and shall not contribute to the Proposer'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. Copies of Proposer's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and 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. All coverage forms must be primary and non-contributory and the Proposer shall provide a waiver of subrogation for the benefit of the City. The Proposer shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

1. Comprehensive General Liability with minimum limits of Two Million Dollars ($2,000,000.00) per occurrence, combined single limit for Bodily Injury Liability

and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

a. Premises and Operation
b. Independent Contractors
c. Products and/or Completed Operations Hazard
d. Explosion, Collapse and Underground Hazard Coverage
e. Broad Form Property Damage
f. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
g. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

2. Worker's Compensation insurance at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(cies) must include: Employers' Liability at the statutory coverage amount. The Proposer shall further insure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance. No employee, subcontractor or agent of the Proposer shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

3. Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) plus a One Million Dollar ($1,000,000.00) umbrella per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. 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 Services Office, and must include:

a. Owned Vehicles.
b. Hired and Non-Owned Vehicles
c. Employers' Non-Ownership

4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

3.22 **Bonds.** The Successful Proposer must, prior to performing any portion of the Work or Services and prior to the City's execution of the Contract, deliver to the City the Bonds required to be provided by Proposer hereunder and the Contract (collectively, the "Bonds"). The City, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the City will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Contract is required by the provisions of any bond to be given to a surety, the giving of any

such notice shall be the selected Proposer's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Proposer shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the City.

3.22.1 Performance Bond. If this provision is selected by the City, the selected Contractor must deliver to the City a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Contractor defaults on the contract with the City by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the City shall select this box: ☐.

3.22.2 Payment Bond. If this provision is selected by the City, the selected Contractor must deliver to the City a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Contractor and the City if the selected Contractor fails to make any required payments only. If a payment bond is required, the City shall select this box: ☐.

3.22.3 Waiver of Bonds. If this provision is selected by the City, the City Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the City. If the requirement for a payment bond is waived, the City shall select this box: ☐. If the requirement for a performance bond is waived, the City shall select this box: ☐.

3.23 <u>Indemnification</u>.

3.23.1 Proposer 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 Proposer's performance or non-performance of any provision of this RFP, including, but not limited to, liabilities arising from contracts between the Proposer and third parties made in connection with this RFP. Proposer 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 Proposer's performance or non-performance of any provisions in this RFP.

3.23.2 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 RFP or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

3.23.3 The provisions of this section shall survive termination of this RFP.

3.24 MISCELLANEOUS PROVISIONS.

3.24.1 PROPOSAL EXEMPT. Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The City reserves the right to Proposal separately any item or service if deemed to be in the best interest of the City.

3.24.2 DELIVERY. All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the Proposal. Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Normal receiving hours are Monday through Friday (excluding holidays) 8:00 A.M. to 5:00 P.M. City Hall is located at 6130 Sunset Drive, South Miami, Florida 33143.

3.24.3 ESTIMATED QUANTITIES. The estimate of the various quantities of goods and services applicable to unit price items is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment shall be made on the basis of the actual quantities received. The City reserves the right to increase or reduce the quantities and to eliminate any items in order that the items or work can be completed within the amount of available funds.

3.24.4 BRAND NAMES/TRADE-NAMED ITEMS. Use of a brand name, trade name, make, model, manufacturer, or Proposer catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the City's intent to rule out other competition, therefore, the phrase “or acceptable equal” is added. However, if a product other than that specified is Proposal, it is the Proposer's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items Proposal. The City shall be the sole judge concerning the merits of proposal submitted.

Proposer shall indicate on the Proposal form the manufacturer's name and number if proposing to use materials other than the specified brands and shall indicate any deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

The items Proposal must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the Successful Proposer must repair and/or replace the unit without cost to the City with the understanding that all replacements shall carry the same guarantee as the original equipment. The Successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the City.

When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The City reserves the right to reject products that are listed as approved and waive formalities. Should a Proposer wish to have products evaluated for future solicitation consideration, please contact in writing, the City. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded, and ordered are prohibited except as may be approved by City.

3.24.5 DELETION/OVERSIGHT/MISSTATEMENT. Any deletion, oversight or misstatement of specifications shall not release the Proposer from the responsibility of completing the services within the agreed upon time frame.

3.24.6 COPYRIGHTS OR PATENT RIGHTS. The Proposer warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing, or selling the goods shipped or ordered as a result of this RFP. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

3.24.7 DIRECT MATERIAL PURCHASES. The City reserves the right to issue purchase orders for materials to either the Proposer's or the City's suppliers for construction related materials.

3.24.8 COOPERATIVE PURCHASING AGREEMENTS. All Proposers submitting a response to this RFP agree that such response also constitutes a Proposal to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this Proposal, should the awarded Proposer(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to reissue any competitive solicitation.

3.24.9 PERSONAL INJURY AND PROPERTY DAMAGE. The Proposer assumes all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Proposer and the officers, employees, and agents thereof. The Proposer also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Proposer or otherwise acting or engaged to act at the instance of the Proposer in furtherance of this Proposer fulfilling the Proposer's obligations under this contract.

3.24.10 RIGHT OF INSPECTION/COOPERATION WITH FEMA, STATE, OR OTHER AGENCIES. In the event that services performed under this Agreement could be reimbursable from FEMA or other federal, state, or local programs or grants, the awarded Responder(s) will work with the City and/or its designated representatives of any organization providing reimbursement to the extent

necessary to provide all required information for reimbursement. This information may include but not be limited to backup documentation and/or justification for all costs, list(s) of materials and/or equipment used, including amount and/or time of usage, and hours and rates of labor performed in the completion of work relating to this Agreement. Failure to supply information requested could result in non-payment.

END OF SECTION

SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS

This Section contains the Form Proposal Package consisting of various forms, affidavits, and exhibits attached to this solicitation for completion and submission, as applicable, with the Proposal. Please complete and submit the entirety of the requirements of Section 1.4 and the Form Proposal Package provided in this Section.

EXHIBITS

COMPOSITE EXHIBIT A: Existing Interlocal Agreement and Proposed Interlocal Agreement with Miami-Dade County for Access to the County Solid Waste Management System

EXHIBIT B: Declaration/Affidavit of Representation

City: Please add any plans and specifications that are part of the RFP as Exhibit C, D, Etc.

FORM 1
PROPOSAL CHECKLIST

A. **Section 1.4 Proposal Requirements.** Submit all of the required and supporting documentation outlined under Section 1.4 of this RFP, including, without limitation as follows:

- ❑ Tab A: Cover Page
- ❑ Tab B: Table of Contents
- ❑ Tab C: Letter of Intent
- ❑ Tab D: Firm Qualifications
- ❑ Tab EE: Project Team/Personnel Qualifications
- ❑ Tab DF: Proposer's Municipal Solid Waste Implementation Master Plan
- ❑ Tab H: Project Schedule Plan
- ❑ Tab I.3: Financial Proposal Form
- ❑ Tab H: Financial Strength and Capacity
- ❑ Tab J: Proposal Guarantee
- ❑ Tab K: Cost Recovery
- ❑ Tab L: Special Consideration

B. **Form Proposal Package.** Complete and submit all required forms that make up the Form Proposal Package, including:

_____ Form 1: Proposal Checklist

_____ Form 2: Company Qualifications Questionnaire

_____ Form 3: Certificate of Authority (Complete one of the two forms as applicable)

- _____ Form 3A: Certificate of Authority (for Corporations or Partnerships)
- _____ Form 3B: Certificate of Authority (for Individuals)

_____ Form 4: Acknowledgment of Addenda

_____ Form 5: Single Execution Affidavit

_____ Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))

_____ Form 7: Dispute Disclosure

_____Form 8: Key Staff and Proposed Subcontractors

_____ Form 9: References

_____ Form 10: State Required Affidavits

- _____ Form 10A: E-Verify Affidavit
- _____ Form 10B: Affidavit Attesting to Noncoercive Conduct for Labor or Services
- _____ Form 10C: Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern

_____ Form 11: IRS Form W-9

_____ Form 12: Financial Proposal

_____ Form 13: Proposal Guarantee (unless waived)

_____ [CITY: INSERT ANY MISCELLANEOUS FORMS REQUIRED HERE]

Firm: _____ **Date:** _____

Authorized Signature: _____

Print or Type Name: _____ **Title:** _____

CITY OF SOUTH MIAMI
REQUEST FOR PROPOSALS NO. [insert number]
FORM 2
COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Proposer's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name

Principal Business Address

Telephone Number Facsimile Number

Email Address

Federal I.D. No. or Social Security Number Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category License No. Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):
□ Individual □ Partnership □ Corporation □ LLC □ LLP □ Other_____

Please identify the Firm's primary business:_____

Please identify the number of continuous years your Firm has performed its primary business: _____
Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name _____ Insurance Carrier Contact Person

Insurance Carrier Address _____ Telephone No. _____ Email

Has the Firm filed any insurance claims in the last five (5) years? □ No □ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
□ No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

CURRENT AND PAST CLIENTS

Please identify a list of current and past clients, with an emphasis on clients that are Florida municipalities and/or local governments:

Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

Additional current and past clients may be attached to this form on a separate sheet.

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

ADDITIONAL INFORMATION

1. The following information shall be attached to the Proposal.
    a. Contractor's home office organization chart.
    b. Contractor's proposed project organizational chart.
    c. Resumes of proposed key project personnel, including on-site Superintendent.

2. List and describe any:
    a. Bankruptcy petitions filed by or against the Proposer or any predecessor organizations,
    b. Any arbitration or civil or criminal proceedings, or
    c. Suspension of contracts or debarring from Bidding by any public agency brought against the Proposer in the last five (5) years.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____ a business existing under the laws of the State of _____, (the "Entity") held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that, _____, as ___ _____ of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20___, on behalf of the Entity and submit this Proposal to City of South Miami, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of _____, 20___.

Secretary: _____ President: _____
Print Name: _____ Print Name: _____

(Seal)

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

I,_____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
   _____ doing business as _____, the Proposer that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this Proposal to City of South Miami, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____

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

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ By: _____
NAME OF PROPOSING OR BIDDING ENTITY INDIVIDUAL'S NAME AND TITLE

_____ Date: _____
FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Proposer Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Contractor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Proposer Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

_____
Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of City of South Miami (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Contractor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Contractor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to City.

_____
Proposer Initials

Non-Collusion/Anti-Collusion Affidavit

1. Bidder/Proposer has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder/Proposer, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Bidder/Proposer, or to fix any overhead, profit, or cost

element of the Proposal/Bid price or the Proposal/Bid price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of South Miami or any person interested in the proposed Contract.

4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

_____
Proposer Initials

Scrutinized Companies

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Contractor under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

_____
Proposer Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

_____
Proposer Initials

Truth in Negotiation Certificate

The Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with City of South Miami, Florida.

_____
Proposer Initials

Prohibition on Contingent Fees

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Contractor is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for

professional architecture and engineering services with City of South Miami, Florida. Contractor understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

_____
Proposer Initials

Drug Free Workplace

The Proposer in accordance with Section 287.087, Florida Statutes, hereby certifies that Proposer shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Subsection (1).

4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
Proposer Initials

Acknowledgement of Conformance With OSHA Standards

We, _____ (Name of Proposer), hereby acknowledge and agree that as contractors for the [Project Name] project, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of South Miami, against any and

all liability, claims, damages, losses and expenses they may incur due to the failure of (subcontractor's names):

_____

_____

_____

to comply with such act or regulation.

_____
Proposer Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

In the presence of:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

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

FORM 6
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS (Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

---

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

---

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Proposal protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Contractor or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for City of South Miami.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications (Attach Copies)

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the City:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The Proposer is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the Proposer's Proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 9
REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

Reference No. 1

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

Reference No. 2

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

Reference No. 3

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	$

FORM 10

FORM 10A

I. E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, City of South Miami 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.

By submitting a response to this RFP and signing below, the Proposer Firm 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. **The Proposer Firm must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the Firm'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.

□ Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

_____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

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

FORM 10B

II. 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

FORM 10C

III. 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 ethe 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

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the Proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

□ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____ **Date:** _____

_____

Print or Type Name: _____ **Title:** _____

FORM 12
FINANCIAL PROPOSAL

[TO BE DEVELOPED]

The undersigned attests to his/her authority to submit this price proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposals relating to this request and this Proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the Proposer hereby declares that this price proposal is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.

Firm: _____

Authorized Signature: _____ **Title:** _____

Print or Type Name: _____ **Date:** _____

FORM 13
PROPOSAL GUARANTEE
[IF THE PROPOSAL GUARANTEE REQUIREMENT IS WAIVED BY CITYMANAGER, DELETE THE TEXT BELOW AND REPLACE WITH "INTENTIONALLY OMITTED. PROPOSAL GUARANTEE REQUIREMENT HAS BEEN WAIVED BY THE CITY MANAGER."]

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Proposer, and _____
Hereinafter called Surety, are held and firmly bound unto the City of South Miami, a municipality within the State of Florida, and represented by its City Manager, in the sum of five percent of the proposed annual price proposal amount of: $_____
(Written Dollar Amount) dollars ($_____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.
WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the City of South Miami for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and solicitation, entitled:

[INSERT NAME OF RFP]
[INSERT RFP NO.]

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or proposal guarantee in the amount of 5% of the price proposal amount be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of South Miami and furnishes the Performance Bond, in an amount equal to one hundred percent of the **annual** base price proposal amount, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of South Miami and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____as Principal herein, has caused these presents to be signed in its name by its _____
_____ and attested by its _____
_____under its corporate seal, and the said _____
_____ as Surety herein, has caused these presents to be signed in its name by its _____
and attested in its name by its _____
under its corporate seal, this _____ day of _____ , 2025.

In the presence of:	Signed, sealed and delivered by:
_____	_____
Witness #1 Print Name: _____	Print Name: _____
_____	Title: _____
Witness #2 Print Name: _____	Principal/Firm: _____

In the presence of:

Signed, sealed and delivered by:

_____ _____

Witness #1 Print Name: _____ Attorney-In-Fact: _____

_____

(Power of Attorney to be attached)

_____ _____

Witness #2 Print Name: _____ Resident Agent

[CITY TO INCLUDE ANY MISCELLANEOUS FORMS REQUIRED FOR THIS RFP HERE]

EXHIBIT A
ORIGINAL MIAMI-DADE COUNTY INTERLOCAL AGREEMENT

AND

PROPOSED MIAMI-DADE COUNTY INTERLOCAL AGREEMENT

FOR USE OF COUNTY SOLID WASTE MANAGEMENT SYSTEM

EXHIBIT B
DECLARATION/AFFIDAVIT OF REPRESENTATION

This Affidavit is not required for compliance with the City's Solicitation; however, it may be used to avoid the need to register members of your presentation team as lobbyists. Pursuant to City Ordinance 28-14-2206 (c)(9), any person who appears as a representative for an individual or firm for an oral presentation before a City certification, evaluation, selection, technical review, or similar committee, must list on an affidavit provided by the City staff, all individuals who may make a presentation. The Affidavit must be filed by with the City Clerk's office at the time a response, bid, or proposal is submitted to the City. For the purpose of this solicitation only, the members listed for the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. No person may appear before any committee on behalf of an anyone unless he or she has been listed as part of the firm's presentation team pursuant to this Affidavit or unless he or she is registered with the City Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.

Pursuant to Section 92.525(2), Florida Statutes, the undersigned, _____, makes the following declaration under penalties of perjury:

Listed below are all individuals who may make a presentation on behalf of the entity that the affiant represents.

NAME	TITLE

For the purpose of this Affidavit of Representation only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, will not be required to pay any registration fees. The Affidavit of Representation must be filed with the City Clerk's office at the time the committee's proposal is submitted to the City as part of the procurement process.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and specifically that the persons listed above are the members of the presentation team of the entity listed below.

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, on behalf of _____. She/He ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Notary Public

_____
Print Name

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Manager
Item Type:	Resolution
Agenda Section:	RESOLUTION(S) PUBLIC HEARING(S)

Subject:
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MULTI-YEAR EMPLOYMENT CONTRACT WITH THE CITY MANAGER AND AUTHORIZING ITS EXECUTION ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER)

Suggested Action:

Attachments:
Memo Re City Manager Contract.DOCX
4CO2724-Reso Approving Employment Agreement with Manager CAv2.DOC
City Manager Contract - 1-14-26 CLEAN.DOCX
Ad.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor, Vice Mayor, and Members of the City Commission

FROM: Genaro "Chip" Iglesias, City Manager

DATE: January 20, 2026

SUBJECT: Multi-year employment contract with the City Manager

---

RECOMMENDATION:

Approve and Authorize the Mayor to execute a multi-year employment contract, attached hereto, with the City Manager and authorize its execution on behalf of the City.

BACKGROUND:

The City Manager, Genaro "Chip" Iglesias' current contract expires on January 30, 2026. The contract, attached for approval is for a term from January 31, 2026, through January 30, 2029. The contract remains substantially unchanged.

Below is an outline of the updated provisions. The proposed contract:

- Clarifies that if the City Manager is terminated without cause, he is entitled to compensation including salary, accrued vacation, and car allowance.
- Updates the base salary to current ($285,195).
- Clarifies that the City Manager's salary will be subject to the same cost of living increase as other City employees.
- Provides for a merit increase (based on satisfactory performance evaluation) of 1% plus whatever additional percentage approved by the Commission.
- In recognition of the fact that a merit increase was not given during the duration of the current 3-year contract, it provides for a one-time 3.5% performance bonus, payable upon the effective date of the agreement. For context, employees are eligible for a 2.5% merit increase annually on their anniversary date.
- Increases the City Manager's sick leave accrual from 12 days a year to 15 days a year and increases the vacation leave accrual from 2.33 days per month to 2.5 days per month.
- Updates the car allowance to match current ($700/month).
- Allows for the City Manager to accept outside consulting opportunities and provides that all authorized outside employment shall be disclosed to the City Commission via letter.

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

ATTACHMENTS:

Draft Resolution
Proposed Contract

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MULTI-YEAR EMPLOYMENT CONTRACT WITH THE CITY MANAGER AND AUTHORIZING ITS EXECUTION ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

WHEREAS, Article III, Section 1 of the City of South Miami (the "City") Charter (the "Charter") provides that the City Commission is vested with the power to appoint a City Manager; and

WHEREAS, the City Commission appointed Genaro "Chip" Iglesias as the City Manager and entered into a three-year contract with him on December 20, 2022, with a beginning date of January 23, 2023 through January 30, 2026; and

WHEREAS, the City Commission desires to approve a new multi-year employment agreement, in substantially the form attached hereto as Exhibit "A" (the "Employment Agreement") with Genaro C. Iglesias as City Manager; and

WHEREAS, the Employment Agreement between the City and City Manager Genaro "Chip" Iglesias provides for a term beginning January 31, 2026, and ending January 30, 2029; and

WHEREAS, the new contract remains substantially unchanged, with revisions that (i) clarify compensation owed if the City Manager is terminated without cause, (ii) update the base salary to $285,195, (iii) provide for a one-time 3.5% merit retention payment, (iv) increase sick leave and vacation leave accruals, (v) update the automobile allowance to $700 per month, and (vi) allow the City Manager to accept outside consulting opportunities with disclosure to the City Commission; and

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

NOW, THEREFORE, BE RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, THAT:

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

Section 2. Approval. The City Commission hereby approves the Employment Agreement with Genaro C. Iglesias as City Manager, attached hereto as Exhibit "A."

Section 3. Authorization. The Mayor is hereby authorized to execute the Employment Agreement with Genaro C. Iglesias as City Manager, in substantially the form attached hereto as Exhibit "A," subject to the City Attorney's approval as to form, content, and legal sufficiency.

Section 4. Implementation. The Mayor is hereby authorized to take all actions necessary to implement this Resolution.

Section 5. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF	COMMISSION VOTE: Mayor Javier Fernández: Vice Mayor Brian Corey: Commissioner Lisa Bonich: Commissioner Steve Calle: Commissioner Danny Rodriguez:
_____	
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. CITY ATTORNEY	

EMPLOYMENT AGREEMENT BETWEEN

CITY OF SOUTH MIAMI, FLORIDA AND GENARO C. IGLESIAS

This Agreement, made and entered into this ____ day of January, 2026 , by and between the City of South Miami, Florida, a Florida municipal corporation (hereinafter, the "City") and Genaro C. Iglesias (hereinafter, the "City Manager"), an individual who has the education, training and experience in local government management, both of whom agree as follows:

Section 1: Term

The term of this Agreement shall be for three (3) years from the 31st day of January 2026 through the 30th day of January 2029.

If the City Manager is terminated without cause (as hereinafter set forth in Section 9 of this Agreement), the City Manager shall be entitled to all compensation that shall include salary, accrued sick and vacation and car allowance in accordance with Section 10. This compensation shall be paid in a lump sum or, at the City's option, in a continuation of salary, on the existing [biweekly/monthly] basis, up until the date of termination.

Section 2: Duties and Authority

A. The City agrees to employ Genaro C. Iglesias as City Manager to perform the functions and duties specified in Article III, Section 5 of the Charter of the City and to perform other legally permissible and proper duties and functions without interference.

B. The City Manager is the chief executive officer of the City and shall faithfully perform the duties as prescribed in the job description as set forth in the City's Charter (“Charter”) and Code of Ordinances (“Code”) as may be lawfully assigned by the City Commission and shall comply with all lawful City Commission directives, county, state and federal law, City policies, rules and ordinances as they exist or may hereafter be amended or enacted.

C. It shall be the duty of the City Manager to employ, direct, assign, reassign, evaluate, and to accept resignations of all the employees of the City under his supervision consistent with the City Charter, Code, policies, ordinances, state and federal law.

D. It shall also be the duty of the City Manager to organize, reorganize, and arrange the staff of the City and to develop and establish internal regulations, rules, and procedures which the City Manager deems necessary for the efficient and effective operation of the City consistent with the lawful City Commission directives, Charter, Code, policies, ordinances, county, state and federal law.

E. The City Manager shall perform the duties of city manager with reasonable care, diligence, skill, and expertise.

F. All duties assigned to the City Manager by the Commission shall be appropriate to and consistent with the professional role and responsibility of the City Manager.

G. The City Manager cannot be reassigned from the position of City Manager to another position without the City Manager's express written consent.

H. The City Manager or designee shall attend, and shall be permitted to attend, all meetings of the City Commission , both public and closed, or otherwise consistent with state law.

I. The City Commission , individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the City Manager for study and appropriate action.

Section 3: Compensation

City agrees to pay City Manager an annual base salary of $ 285,195 payable in installments at the same time that the other management employees of the City are paid, and the salary shall be subject to the same annual cost of living increase as provided to other City employees. In addition, the annual salary for a given year shall be subject to a merit-based increase based upon a satisfactory performance evaluation by the City Commission, of 1% plus whatever additional percentage is approved by the City Commission. A one-time 3.5% merit retention payment in the amount of $9,982.00, subject to applicable withholdings, will be paid within five (5) days of the effective date of this Agreement.

Section 4: Health, Disability and Life Insurance Benefits

A. The City agrees to provide and pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the City Manager and his/her dependents, at a minimum, equal to that which is provided to all other employees of the City.

B. The City agrees to put into force and to make required premium payments for both short-term and long-term disability coverage for the City Manager.

C. The City shall pay the amount of premium due for term life insurance in the amount of two (2) times the City Manager's annual base salary, including all increase in the base salary during the life of this Agreement.

Section 5: Vacation and Sick

The City Manager shall accrue sick leave at the rate of 15 business days per calendar year on a pro rata basis. Vacation leave shall accrue at the rate of 2.5 business days per month. The City Manager shall be entitled to payment for any accrued sick and vacation

time payable at the salary rate at the time of the termination without cause of this Agreement.

Section 6: Automobile

The City agrees to pay to the City Manager, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of $700 per month, payable monthly, as a vehicle allowance, or at the City Manager's option, a City vehicle selected by the City Manager and purchased or leased by the City which may also be used for personal use. The monthly allowance shall be changed annually by the change in the Consumer Price Index used by the City for determining the cost-of-living increase in the City Manager's salary.

Section 7: Retirement

The City agrees to pay an amount equal to fourteen percent (14%) of the City Manager's salary into a retirement plan, designated by the City Manager on the City Manager's behalf, in equal proportionate amounts each pay period.

Section 8: General Business Expenses

A. City may budget and pay for professional dues, travel, short courses, and seminars.

B. City shall pay for or reimburse the City Manager for all ordinary, necessary and reasonable business expenses incurred or paid by the City Manager in furtherance of City's objectives, all of which shall be reimbursed and paid in accordance with City's policies and procedures of general application. The City shall provide the City Manager with a credit card to be used by the City Manager to pay for these expenses.

C. Recognizing the importance of constant communication and maximum productivity, the City shall provide the City Manager with a laptop computer, software, and a monthly allowance of one hundred fifty dollars ($150) for a mobile phone.

\

Section 9: Termination

This Agreement may only be terminated for any of the reasons set forth in this section. For the purpose of this Agreement, termination shall occur:

A. If three (3) members of the City Commission vote to terminate the City Manager without cause (as set forth in this Section) at a properly noticed and duly authorized public meeting or if the City Commission fails to appropriate each year an amount sufficient from available funds of the municipality to pay all financial obligations of the

City pursuant to this Agreement for that year, including but not limited to, the severance and other benefits set forth in Section 10.

B. If any provision of the Charter or Code pertaining to the role, powers, duties, authority and responsibilities of the City Manager's position substantially changes the form of government, the City Manager shall have the right to declare that such amendments constitute termination.

C. The City shall not reduce the base salary, compensation or any other financial benefit of the City Manager and if it does, such action shall constitute a breach of this Agreement and will be regarded as termination without cause, unless the City enacts salary reductions for Department heads and non-bargaining unit employees to the same extent. In the latter event, the City Manager's salary may be reduced accordingly, and such event shall not be an event of termination or breach.

D. If the City Manager resigns following an offer to accept his/her resignation, by majority vote marcos3

mof the City Commission , then the City Manager may resign and declare a voluntary termination without cause as of the date of the resolution.

E. In the event the City Manager is found to have committed an act of fraud or dishonesty, is convicted of any criminal act (except for minor traffic infractions), or in the event the City Manager is fired for "misconduct" as this term is defined in Sec. 443.036(29), Florida Statutes, or is in substantial breach of this Agreement (hereinafter collectively referred to as termination for cause). Written notice of any of these grounds for termination for cause shall be provided to the City Manager at least 15 days prior to the adoption of a resolution that terminates the City Manager's employment.

F. The City Manager resigns as provided in Section 11, without a request from the City Commission as set forth in paragraph D. above.

Section 10: Severance

Severance shall be paid to the City Manager when employment is terminated as defined in Section 9, unless termination is for cause, as provided for in paragraph E. of Section 9, or due to his or her voluntary resignation as provided in paragraph F. of Section 9. When severance is owed, the City shall provide a minimum severance payment equal to sixteen (16) weeks’ salary at the then current rate of pay subject to applicable Federal tax withholding and social security deduction as well as the benefits

set forth in Sections 4, 5, 6, and 7 of this Agreement. This severance shall be paid in a lump sum or in a continuation of payment of salary and benefits on the existing biweekly/monthly basis, at the City's option. City agrees to continue contributing to the following benefits during the sixteen (16) weeks' severance period:

A. City Manager's retirement account or plan in effect on the date of termination, at the rate in effect on the date of termination; and
B. All other benefits set forth in this Agreement.

As consideration for such payment, and as a prerequisite, the City Manager shall execute and deliver to the City a general release of City and its Commission members and its officers, agents, and employees, for all acts and actins (whether accrued or substantially accruing) from the beginning of time until the date of termination. Said release to be prepared by the City Attorney. f the City Manager is terminated for cause as set forth in paragraph E. of Section 9, or voluntarily resigns, then the City is not obligated to pay severance under this section.

Section 11: Resignation

In the event the City Manager voluntarily resigns his or her position with the City without a request from the City Commission, as set forth in paragraph D. of Section 9, the City Manager shall provide a minimum of thirty (30) days' notice unless City Commission and the City Manager agree otherwise.

Section 12: Performance Evaluation

The City Commission shall annually review the performance of the City Manager pursuant to the requirements set forth in Section 2-4.4 of the City Code.

Section 13: Hours of Work

City recognizes that the City Manager may devote a great deal of time outside the normal office hours on business for the City, and to that end City Manager shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow the City Manager to faithfully perform his or her assigned duties and responsibilities.

Section 14: Ethical Commitments

The City Manager shall always uphold the tenets of the ICMA Code of Ethics, the Charter and Code, the Miami-Dade County Ethics Code and applicable State ethics laws. Specifically, the City Manager shall not endorse candidates, make financial contributions, sign, or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Provided, however, the City Manager may attend fundraisers for issues or candidates, excluding City of South Miami issues or Mayor/Commission seats.

The City shall support the City Manager in keeping these commitments by refraining from any order, direction or request that would require the City Manager to violate the Code of Ethics. Specifically, neither the City Commission nor any individual member thereof, shall request the City Manager to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the City Manager's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and community, the City Manager may have, or elect to accept, limited teaching, outside consulting or speaking opportunities with the understanding that such arrangements must not create a conflict of interest nor constitute interference with his responsibilities under this Agreement. All authorized outside employment shall be disclosed to the City Commission via letter addressed to the same. All other outside employment by the City Manager shall be approved by resolution of the City Commission.

Section 16: Indemnification

A. The City shall defend, indemnify, and pay all judgments or settlements regarding any personal liability arising out of and in the scope of the City Manager's responsibilities, to the fullest extent authorized by Section 111.071, Florida Statutes, and other laws, and in accordance with the Code ec. 2-4.6 titled "Indemnification of city officials," in addition to any insurance purchased by the City. The City agrees to pay all reasonable litigation expenses of the City Manager throughout the pendency of the City of South Miami litigation to which the City Manager is a party resulting from such acts or omissions within the course and scope of his or her employment, including when the City Manager is a witness or advisor to the City. Such expense payments shall continue beyond the City Manager's service to the City for as long as litigation is pending.

B. Nothing in this section shall constitute a waiver of sovereign immunity or a waiver of any other defense or immunity by the City to such lawsuits.

C. Nothing in this section shall create any private right of action against the City by any third party.

D. Nothing in this section shall provide any defense, indemnification or payment if the City Manager acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

Section 17: Bonding

The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

The City, only upon written agreement with the City Manager and approved by resolution, may add any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of, the City Charter, Code, or any other law.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, (by registered mail to the Mayor and the City Manager), postage prepaid, personal service, provided the recipient signs a receipt which must be produced to prove delivery, or by some other service, including e-mail (e-mail to the City Clerk constitutes delivery to the Mayor and the City Attorney), if it provides proof of delivery or receipt, and addressed as follows:

CITY:	Mayor
	6130 Sunset Drive
	South Miami, FL 33143-5093
With a copy to:	City Attorney
	6130 Sunset Drive
	South Miami, FL 33143-5093
	Nkenga A. Payne, CMC
	City Clerk
	6130 Sunset Drive
	South Miami, FL 33143-5093
	E-mail: NPayne@soutluniamifl.gov

City Manager Genaro C. Iglesias

8545 S.W. 108th Street

Miami, FL 33156-3541

E-mail: chipiglesias@gmail.com

Notice shall be deemed given as of the date of personal service provided the recipient signs a receipt, which must be produced to prove delivery, or as the date of receipt if sent by registered mail or if delivered by some other service that provides proof of delivery.

Section 20: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City Commission and the City Manager relating to the employment of the City Manager by the City Commission. Any prior discussions or representations by or between the members of the City Commissioner and the City Manager are merged and rendered null and void by this Agreement. The City Commission and the City Manager by mutual written agreement, approved by resolution of the City Commission, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporate and made part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the City Commission and the City Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

Effective Date. This Agreement shall become effective on the day of January, 2026.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both City Commission and City Manager after the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the Charter, Code or the City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of the City's Charter, Code, or the City's rules and regulations or any such permissive law during the term of this Agreement. Permissive, for the purposes of this Agreement, means not mandatory.

F. Waiver of Jury Trial. The parties to this Agreement hereby waive any right they may have to a jury trial regarding any matter or dispute between the parties and arising out of this Agreement.

G. This Agreement shall be governed by the laws of the state of Florida and venue shall be in Miami-Dade County, Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties to this Agreement between the City and City Manager have set their hands and seal on the date set forth below each of their names.

CITY OF SOUTH MIAMI :

By: _____

Javier Fernandez, Mayor

Attest:

By: _____
Nkenga “Nikki” Payne, CMC, FCRM, City Clerk

Approved as to Form and Legal Sufficiency:

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

CITY MANAGER:

Genaro C. Iglesias

Addresses for Notice:

_____

_____

_____

_____(telephone)

_____(email)

With a copy to:

_____

_____

_____

_____

_____(telephone)

_____(email)

FROM PAGE 1A

FLU

"This is something we deal with every year," said Dr. Mary Jo Trepka, an infectious disease epidemiologist at Florida International University.

"There are things that people can do to protect themselves and help protect others," she added, noting that people can get vaccinated, mask up if they want, stay home if sick and take flu medication to help with symptoms.

HOW MUCH FLU, COVID AND RSV IS THERE IN FLORIDA?

Florida is one of many states reporting "very high" levels of influenza-like illness, according to data from the U.S. Centers for Disease Control and Prevention. That means many people are experiencing cough, fever and sore throat — common symptoms of flu, the common cold, COVID and other respiratory illnesses.

There are "moderate" levels of flu and RSV viral activity in the state's wastewater, with "very low" levels of COVID-19, federal data shows. Experts use wastewater data to get an idea of what viruses are circulating in a community.

Remember, some people get sicker than others. Young children, seniors and people with preexisting health conditions, for example, are at higher risk for severe illness.

Florida ERs are seeing "very high" levels of people coming in with the flu, CDC data shows. ERs have seen "high" levels of RSV, but it appears to be decreasing. COVID-19 levels remain "very low" but appear to be increasing.

WILL WE SEE MORE FLU IN MIAMI AND THE REST OF SOUTH FLORIDA?

Baptist Health South Florida, the largest health system in the region, has seen more patients seeking care for flu-like symptoms compared to previous years, according to Dr. Ernesto Sanz, a medical director of Baptist Health urgent care centers. Broward Health, one of the public hospital systems in Broward County, also saw more patients sick with flu-like symptoms the last two months of 2025 compared to the previous year.

Most patients sick with the flu have been able to go home to recover, according to Sanz. Most have tested positive for influenza A, similar to the rest of the country. And unlike previous years, he hasn't seen a lot of people sick with COVID.

The other good news: There may be some brief relief for people in Miami-Dade County. Miami-Dade ER visits for influenza-like symptoms have recently begun to tick down. Baptist Health has also recently noticed a slight decrease in flu-related urgent care visits, according to Sanz.

However, it's too soon to know whether that decreasing trend will continue, according to doctors and public health experts. It's not uncommon for viruses to spread more easily after the holidays, when people go back to school and work after traveling and gathering for parties.

Plus, it is still flu and cold season after all, which means we can expect to see people coughing and sniffling for a while longer. Flu season typically runs to May.

U.S. FLU, COVID AND RSV UPDATE

- The CDC is describing this 2025-2026 flu season as "moderately severe," with more than 11 million reported cases of influenza, 120,000 flu-related hospitalizations and 5,000 flu-related deaths so far. Of those deaths, nine were children.
- A mutated form of the influenza A strain H3N2 known as clade K or subclade K is behind many of the reported flu cases in the U.S. this season. Subclade K caused a severe flu season in several other countries, too.
- "Seasonal influenza activity is elevated and continues to increase across the country," the CDC said in its Monday update. "RSV activity is elevated in many areas of the country with emergency department visits and hospitalizations increasing among children 0-4 years old. COVID-19 activity is low but increasing nationally."

DOES THE FLU VACCINE WORK AGAINST SUBCLADE K? IS THERE STILL TIME TO GET IT?

Influenza, like other viruses, constantly mutates. And the "K" variant that has gained ground in the country was identified months after scientists had selected the strains to include in this year's flu vaccine formulation.

Even so, the existing flu vaccine is expected to provide some protection against the new subclade K variant that is going around, according to Sood and Trepka.

And no, it's not too late to get the influenza vaccine, according to the public health experts.

The CDC has traditionally recommended flu vaccines for people six months and older to help reduce risk for severe illness, though that changed this week. Health officials on Monday announced they would be scaling back the number of recommended vaccines for kids from 17 total to just 11. The CDC, which is overseen by U.S. Secretary of Health and Human Services and vaccine skeptic Robert F. Kennedy Jr., now says flu vaccines should only be given to a child if a doctor recommends them.

Most health insurance plans, including Medicare and Medicaid, provide free flu vaccines at in-network providers. People without insurance can often get free or low-cost flu vaccines at local health departments and community health centers.

It takes about two weeks after getting the flu shot for the body to develop antibody protections against the virus.

FROM PAGE 3A

LAWSUIT

icaid benefits based on a finding of financial ineligibility, the person or persons to whom that decision applies, and the reasons for that decision. The reasons must be set forth in sufficient detail to allow the recipient to assess the accuracy of the decision and decide whether to challenge the determination."

"Although the state presented evidence that it intends to modify its notices in the future as part of its modernization project (of the computer system), it has no immediate plans to correct the serious flaws in the NOCAs (Notice of Case Actions) and offered no evidence as to what information would be included in the modernized NOCAs," the judge wrote. "As such, absent injunctive relief, the state will continue to violate the constitutional rights of the class members."

Howard rejected a request by the plaintiffs' attorneys to reinstate to the Medicaid program people who have lost benefits and not been reinstated. The state, however, will have to provide adequate notices to such people about why their benefits were terminated, which could lead to hearings about reinstatement.

The lawsuit names as defendants Department of Children and Families Secretary Taylor Hatch and Agency for Health Care Administration Secretary Shevaun Harris. While the Agency for Health Care Administration runs much of the Medicaid program, the Department of Children and Families makes eligibility determinations.

Public Notice

NOTICE OF PUBLIC HEARING CONCERNING THE ISSUANCE BY MIAMI-DADE COUNTY, FLORIDA OF ITS AVIATION COMMERCIAL PAPER NOTES IN ONE OR MORE SERIES AND SUB-SERIES

Miami-Dade County, Florida (the "County") intends to issue from time to time, in one or more series and sub-series, pursuant to a plan of finance, its Miami-Dade County, Florida Aviation Commercial Paper Notes, Series ____ (AMT) (series designation to be inserted at the time of issuance) and other debt obligations (collectively, the "CP Notes"), in a principal amount outstanding at any one time not exceeding $600,000,000. The CP Notes are being issued for the purpose of financing a portion of the cost of certain terminal, concourse, baggage handling system, aircraft gate, passenger loading bridge, runway, taxiway, airside apron, hanger, fueling, cargo, navigation, safety, transit, roadway, hotel, parking, and other improvements and airport-related capital projects approved by the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), including, without limitation, the acquisition of approximately 2.6 acres of industrial/commercial land and related buildings for airport use within 0.9 miles from the boundaries of Miami International Airport described below and approximately 60 acres of land for airport use abutting Miami Executive Airport. All such facilities and projects are or will be owned by the County and located at either **Miami International Airport**, which is bounded by N.W. 36th Street, LeJeune Road, Perimeter Road and Milam Dairy Road, in Miami-Dade County; **Opa-locka Executive Airport**, 14201 N.W. 42nd Avenue, in Opa-locka; **Miami Executive Airport**, 12800 S.W. 145th Avenue, in Miami-Dade County; **Homestead General Aviation Airport**, 28700 S.W. 217th Avenue, in Homestead; or **Dade-Collier Training and Transition Airport**, 54575 Tamiami Trail East, in Ochopee.

Please take notice that the Board will hold a public hearing at 9:30 a.m. or as soon thereafter as may be heard, on January 21, 2026 in the Commission Chambers, on the second floor of the Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida, at which time any person may be heard regarding the facilities or projects being financed and the proposed issuance of the CP Notes. The documents regarding the proposed issuance of the CP Notes and other public records regarding the facilities and the projects being financed are in the possession of the Miami-Dade County Aviation Department (the "Aviation Department") and may be examined at reasonable times during business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, at the office of the Aviation Department at Miami International Airport located at Miami International Airport, Concourse E, Terminal Building, 5th Floor, Miami, Florida. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at this hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including testimony and evidence upon which the appeal is based.

JUAN FERNANDEZ-BARQUIN, ESQ.,
CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

For legal ads online, go to **http://legalads.miamidade.gov**

CITY OF SOUTH MIAMI, FLORIDA
CITY COMMISSION MEETING
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s):

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MULTI-YEAR EMPLOYMENT CONTRACT WITH THE CITY MANAGER AND AUTHORIZING ITS EXECUTION ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A SPECIAL EXCEPTION APPLICATION PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE, FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE; PROVIDING FOR CONDITIONS, ENFORCEMENT OF CONDITIONS, CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A DEVELOPMENT AGREEMENT WITH ALTA DEVELOPMENT LLC (DEVELOPER), PACMISO 13 CORP AND GREC PINECREST, LLC (OWNERS) FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE, PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, CORRECTIONS, IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16 "PENSIONS", ARTICLE II "CITY PENSION PLAN", BY AMENDING SECTION 16-14 "PENSION BENEFITS AND RETIREMENT DATE"; BY AMENDING SECTION 16-19 "CONTRIBUTIONS"; BY AMENDING SECTION 16-21 "PURCHASE OF CREDITED SERVICE"; BY AMENDING SECTION 16-28 "DEFERRED RETIREMENT OPTION PLAN ("DROP")", IN ORDER TO EFFECTUATE THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RETROACTIVELY EXTENDING THE PREVIOUS MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the Commission with respect to this matter, such person must 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. 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.

ADA: To request a modification to a policy, practice or procedure or to request an auxiliary aide or service in order to participate in a City program, activity or event, you must on or before 4:00 p.m. 3 business days before the meeting (not counting the day of the meeting) deliver your request to the City Clerk by telephone: 305-663-6340, by mail at 6130 Sunset Drive, South Miami, Florida or email at npayne@southmiamifl.gov.

Nkenga A. Payne, CMC, FCRM
City Clerk

CITY OF SOUTH MIAMI
CITY COMMISSION MEETING
NOTICE OF LAND DEVELOPMENT CODE AMENDMENT FOR HEALTH CARE USES IN GENERAL RETAIL (GR)

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s) on first reading:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTION 20-3.3 "PERMITTED USE SCHEDULE," OF THE LAND DEVELOPMENT CODE TO ALLOW CERTAIN MEDICAL AND HEALTH CARE RELATED USES IN THE GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

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ADA: To request a modification to a policy, practice or procedure or to request an auxiliary aide or service in order to participate in a City program, activity or event, you must on or before 4:00 p.m. 3 business days before the meeting (not counting the day of the meeting) deliver your request to the City Clerk by telephone: 305-663-6340, by mail at 6130 Sunset Drive, South Miami, Florida or email at npayne@southmiamifl.gov.

Nkenga A. Payne, CMC, FCRM
City Clerk

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	Planning & Zoning Department
Item Type:	Ordinance
Agenda Section:	ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

Subject:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RETROACTIVELY EXTENDING THE PREVIOUS MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.
3/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)

Suggested Action:

Attachments:
CC_Solar_Panel_Moratorium_Extension_CM_Memo__1_.docx
Ordinance_Extending_Solar_Moratorium-2.docx
Ord No 12-25-2525 - Solar Panel Moratorium.pdf
Solar Panel Moratorium Extension Business Impact Estimate Form.docx
Ad.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor, Vice Mayor, and Members of the City Commission

FROM: Genaro "Chip" Iglesias, City Manager

DATE: January 20, 2026

SUBJECT: Ordinance retroactively extending a moratorium on the enforcement of Section 20-3.6(W) of the Land Development Code.

RECOMMENDATION:

Extend the previous moratorium on the enforcement of the City's code relating to residential requirements for solar photovoltaic systems.

BACKGROUND:

On April 15, 2025, the City Commission adopted Ordinance No. 12-25-2525, which enacted a moratorium on the review and enforcement of the City's solar photovoltaic regulations that are in Section 20-3.6(W) of the Land Development Code ("LDC"). The moratorium was given a timeframe of six (6) months from the effective date of the ordinance so that the regulations could be reviewed and potentially changed. Per Ordinance No. 12-2525, property owners would not be required to install solar collectors or pay any fees, as set forth under Section 20-3.6(W) which would apply to following parties:

> *Any person that (i) has an active building permit application on the effective date of this Moratorium Ordinance, (ii) has an active building permit on the effective date of this Moratorium Ordinance, or (iii)submits an application for or obtains a building permit during the time that this Moratorium Ordinance is in effect, as specified in Section 3 herein and as may be further extended by ordinance, shall be exempt from the requirements of Section 20-3.6(W) of the City's LDC through the acquisition of a certificate of occupancy.*
>
> *Nothing herein shall be interpreted to prohibit any person from voluntarily installing solar photovoltaic systems (solar collectors) on any residential*

property within the City, subject to compliance with the Florida Building Code and any other applicable federal, state, and/or local regulations

In the time since the moratorium was enacted, the Development Services Director has been working to craft development regulations that better address the City's sustainability goals while having a lesser economic burden on the residents. While that review is ongoing, it was determined that the moratorium imposed by Ordinance No. 12-25-2525 expired on October 15, 2025.

After reviewing the draft legislation and the effects Section 20-3.6(W) would have on residents if the moratorium were lifted, staff determined that it would be in the best interest and welfare of the City if the moratorium be retroactively extended to April 15, 2026.

Attachments:
- Draft Ordinance
- Legal Ad

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RETROACTIVELY EXTENDING THE PREVIOUS MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

WHEREAS, the City of South Miami (the "City") has adopted a Land Development Code (the "LDC") to promote the health, safety, community acceptable standard of morals, and general welfare of the residents of the City through the stated regulations of this LDC; and

WHEREAS, on July 6, 2021, the City Commission adopted Ordinance No. 14-17-2284, amending the City's LDC by creating Section 20-3.6(W) of the LDC (the "2021 Ordinance"), which requires the installation of solar photovoltaic systems for all new construction of or substantial alterations or additions to single-family residential buildings, townhomes, and multi-story residential buildings, or in the alternative, requires a contribution into the City's Solar Collector Trust Fund for installing solar collectors on public buildings; and

WHEREAS, while requiring the installation of solar photovoltaic systems was a laudable sustainability goal, the requirements of the 2021 Ordinance resulted in additional cost to residential development, and may have impacted insurability; and

WHEREAS, to allow sufficient time to study and analyze the 2021 Ordinance and to develop comprehensive revisions that better address sustainability goals with lesser economic burden, the City Commission adopted Ordinance No. 12-25-2525 on April 15, 2025, establishing a six-month moratorium on the enforcement of Section 20-3.6(W) of the LDC (the "Moratorium Ordinance"); and

WHEREAS, the moratorium established by the Moratorium Ordinance expired on October 15, 2025; and

WHEREAS, City staff has prepared a draft sustainability ordinance that would replace the 2021 Ordinance but the draft ordinance requires further refinement, final preparation, and public hearing review at the Planning Board and City Commission levels; and

WHEREAS, the City Commission finds it necessary and appropriate to retroactively extend the term of the moratorium in the Moratorium Ordinance for an additional six (6) months from the date of its expiration to allow adequate time to complete this review; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest and welfare of the City, and given the pendency of building permit applications that could be adversely

impacted by the 2021 Ordinance, is of such importance as to support holding first reading in advance of a public hearing of the Planning Board, and therefore approved it on first reading on November 4, 2025; and

WHEREAS, on December 9, 2025, the Planning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and voted 4-0 to recommend approval to the City Commission; and

WHEREAS, this Ordinance was duly noticed and presented to the City Commission in two readings, with second reading conducted as the required public hearing on _____, 2025; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest and welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AS FOLLOWS:[1]

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

Section 2. Moratorium Term Extended Retroactively. The moratorium imposed by the Moratorium Ordinance is hereby extended retroactively and shall be effective for a period of six (6) months from October 15, 2025 to April 15, 2026, unless dissolved earlier by the City Commission. Further, the moratorium shall automatically dissolve upon the adoption of an ordinance that amends or deletes Section 20-3.6(W) of the City's LDC in connection with the purposes of this Ordinance. The term of the moratorium may be reasonably extended, if necessary, by ordinance of the City Commission.

Section 3. Implementation. The City Manager is hereby authorized to take any and all necessary action to implement the purposes of this Ordinance.

Section 4. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. 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 6. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final Ordinance for signature.

Section 7. Effective Date. This Ordinance shall become effective immediately upon

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Modifications proposed by the Planning Board are shaded in grey. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

adoption.

PASSED on first reading on the ___ day of _____ 2025.

PASSED AND ADOPTED on second reading on the ___ day of _____ 2026.

APPROVED:

_____
JAVIER FERNÁNDEZ, MAYOR

ATTEST:

_____
NKENGA PAYNE, CITY CLERK

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF

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

COMMISSION VOTE:
Mayor Fernández:
Vice Mayor Corey:
Commissioner Bonich:
Commissioner Calle:
Commissioner Rodriguez:

ORDINANCE NO. 12-25-2525

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, PROVIDING FOR A MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR A TERM; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

WHEREAS, the City of South Miami (the "City") has adopted a Land Development Code (the "LDC") to promote the health, safety, community acceptable standard of morals, and general welfare of the residents of the City through the stated regulations of this LDC; and

WHEREAS, on July 6, 2021, the City Commission adopted Ordinance No. 14-17-2284, amending the City's LDC by creating Section 20-3.6(W) of the LDC (the "Ordinance"), which requires the installation of solar photovoltaic systems for all new construction of or substantial alterations or additions to single-family residential buildings, townhomes, and multi-story residential buildings, or in the alternative, requires a contribution into the City's Solar Collector Trust Fund for installing solar collectors on public buildings; and

WHEREAS, due to a misunderstanding of the Ordinance's effectiveness following City Commission discussion, City staff has not enforced the provisions of the Ordinance requiring installation of solar photovoltaic systems; and

WHEREAS, the City Commission finds that the provisions of Section 20-3.6(W) of the LDC impose fiscal and economic burdens on property owners seeking to construct new residential buildings and/or perform substantial alterations or additions to existing residential buildings that may outweigh the benefits afforded by solar collectors and may not advance sustainability goals as well as alternative requirements or incentives; and

WHEREAS, the City Commission desires to study and analyze the Ordinance to implement comprehensive revisions that better address sustainability goals with a lesser economic burden than the Ordinance; and

WHEREAS, the City Commission desires to ensure that, during the pendency of the necessary study activity for the formulation and implementation of more comprehensive revisions to the Ordinance, that a moratorium be imposed on the enforcement of the Ordinance against property owners seeking to construct new residential buildings and/or perform alterations or additions to existing residential buildings; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest and welfare of the City, and given the pendency of building permit applications that could be adversely impacted by the Ordinance, is of such importance as to support holding first reading in advance of

a public hearing of the Planning Board, and therefore approved it on first reading on April 1, 2025; and

WHEREAS, on April 8, 2025, the Planning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and voted 7-0 to recommend approval to the City Commission; and

WHEREAS, this Ordinance was duly noticed and presented to the City Commission in two readings, with second reading conducted as the required public hearing on April 15, 2025; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest and welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AS FOLLOWS:[1]

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

Section 2. **Moratorium Imposed.** During the time that this Ordinance is in effect, as specified in Section 3, "Term," below, there shall be a moratorium on the enforcement of Section 20-3.6(W) of the City's LDC. Specifically, due to the fiscal and economic burdens imposed on residential properties, property owners shall not be required to install solar collectors or pay any fees, as set forth under Section 20-3.6(W).

Any person that (i) has an active building permit application on the effective date of this Moratorium Ordinance, (ii) has an active building permit on the effective date of this Moratorium Ordinance, or (iii) submits an application for or obtains a building permit during the time that this Moratorium Ordinance is in effect, as specified in Section 3 herein and as may be further extended by ordinance, shall be exempt from the requirements of Section 20-3.6(W) of the City's LDC through the acquisition of a certificate of occupancy.

Nothing herein shall be interpreted to prohibit any person from voluntarily installing solar photovoltaic systems (solar collectors) on any residential property within the City, subject to compliance with the Florida Building Code and any other applicable federal, state, and/or local regulations.

Any person who obtained a Certificate of Occupancy prior to the effective date of this Moratorium Ordinance shall also be exempt from enforcement of the requirements of Section 20-3.6(W) of the City's Land Development Code.

Section 3. **Term.** The moratorium imposed by this Moratorium Ordinance is temporary and shall be effective for a period of six (6) months from the Effective Date of this

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Modifications proposed by the Planning Board are shaded in grey. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Ordinance, unless dissolved earlier by the City Commission. Further, the moratorium shall automatically dissolve upon the adoption of an ordinance that amends or deletes Section 20-3.6(W) of the City's LDC in connection with the purposes of this Ordinance. The moratorium may be reasonably extended, if necessary, by ordinance of the City Commission.

Section 4. **Implementation**. The City Manager is hereby authorized to take any and all necessary action to implement the purposes of this Ordinance.

Section 5. **Severability**. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **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 7. **Corrections**. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final Ordinance for signature.

Section 8. **Effective Date**. This Ordinance shall become effective immediately upon adoption.

PASSED on first reading on the 1st day of April 2025.

PASSED AND ADOPTED on second reading on the 15th day of April 2025.

APPROVED:

JAVIER FERNÁNDEZ, MAYOR

ATTEST:

NKENGA PAYNE, CITY CLERK

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF

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

COMMISSION VOTE:
Mayor Fernández:
Vice Mayor Corey:
Commissioner Bonich:
Commissioner Calle:
Commissioner Rodriguez:

City Commission Agenda Item Report

Meeting Date: April 15, 2025
Submitted by: Daniela Cimo
Submitting Department: City Attorney
Item Type: Ordinance
Agenda Section:

Subject:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, PROVIDING FOR A MORATORIUM ON THE ENFORCEMENT OF SECTION 3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR VESTED RIGHTS; PROVIDING FOR A TERM; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE. 3/5 (COMMISSIONER BONICH)

Suggested Action:

Attachments:
CC_Solar_Panel_Moratorium_CM_Memo.docx

4AX3796.DOCX

Solar Panel Moratorium Business Impact Estimate Form.docx

Ad...pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor, Vice Mayor, and Members of the City Commission

FROM: Genaro "Chip" Iglesias, City Manager

DATE: April 15, 2025, City Commission Meeting

SUBJECT: Ordinance enacting a moratorium on the enforcement of the Code as it relates to residential requirements for Solar Photovoltaic Systems

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STAFF RECOMMENDATION: The accompanying ordinance is sponsored by Commissioner Bonich and was placed on the agenda at the direction of the City Commission following discussion at the March 18, 2025, City Commission Meeting. The ordinance was approved on first reading on April 1, 2025. Staff recommend approval on second reading.

BACKGROUND: On July 18, 2017, the City Commission adopted Ordinance No. 14-17-2284, amending the City's Land Development Code ("LDC") to create Section 20-3.6(W) of the LDC, which required the installation of solar photovoltaic systems for all new construction, substantial alterations, or additions to single-family residential buildings, townhomes, and multi-story residential buildings. After determining that there were means of achieving reductions in the emission of carbon dioxide and other greenhouse gases, the LDC section was later amended via Ordinance No. 11-21-2401 on July 6, 2021. This amendment created an alternative to installing solar panels that consisted of the creation of the Solar Trust Fund and the ability to pay into the fund in lieu of installing the panels.

The City is seeking approval to enact a moratorium on the enforcement of the solar panel regulations listed in Section 20-3.6(W) of the LDC. Pursuant to the draft ordinance, the moratorium will be established and will prevent the enforcement of Section 20-3.6(W) of the LDC. While in effect, Any person that

(i) has an active building permit application on the effective date of this Moratorium Ordinance,
(ii) has an active building permit on the effective date of this Moratorium Ordinance, or

(iii) submits an application for or obtains a building permit during the time that this Moratorium Ordinance is in effect, as specified in Section 3 herein and as may be further extended by ordinance,

shall be exempt from the requirements of Section 3.6(W) of the City's LDC through the acquisition of a certificate of occupancy. A limit of six (6) months will be set on the moratorium that will commence at the start of the effective date of the draft ordinance that will automatically dissolve upon the adoption of an ordinance that either amends or deletes Section 3.6(W) of the City's LDC in connection with the purposes of the draft ordinance. The Commission will have the ability to dissolve or extend the moratorium, as needed.

The remainder of the proposed modifications to the LDC are contained in the attached Draft Ordinance.

ATTACHMENTS:

- Draft Ordinance
- Legal Ad.

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: April 15, 2025	Agenda Item No. ____

Ordinance Title:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, PROVIDING FOR A MORATORIUM ON THE ENFORCEMENT OF SECTION 3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; ~~PROVIDING FOR VESTED RIGHTS;~~ PROVIDING FOR A TERM; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served
The ordinance proposes to enact a moratorium on the enforcement of Land Development Code (LDC) Section 20-3.6(W) pertaining to the installation of solar photovoltaic systems on residential properties. Currently, the LDC section imposes a fiscal and economic burden on residential property owners. By enacting the moratorium, that burden will be lifted. While in effect, the Commission will study and analyze the regulations to implement comprehensive revisions that better address sustainability goals with a lesser economic burden than the Ordinance.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:
Because the regulations only pertain to residential properties, there will be no direct economic impact on private/for profit businesses.

b. New Charges/Fees on Businesses Impacted:
Because the proposed ordinance is placing a hold on the review and enforcement of the LDC section, no new charges/fees will be incurred.

c. Estimate of Regulatory Costs:
There are no regulatory costs associated with this ordinance

Good Faith Estimate of Number of Businesses Likely Impacted:
There will be zero impact on businesses.

Any Additional Information:

[1] Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement, including but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

First day in space filled with nausea for SpaceX's private crew on polar orbit

BY RICHARD TRIBOU
Orlando Sentinel

The four private space travelers flying around the Earth's poles this week had a vomit-filled first day in space, according to the man paying for the trip.

"The first few hours in microgravity weren't exactly comfortable," Chun Wang, a Chinese-born cryptocurrency entrepreneur said in a Fram2 mission update on X. "Space motion sickness hit all of us — we felt nauseous and ended up vomiting a couple of times."

Fram2 launched Monday night from Kennedy Space Center, sending SpaceX's Crew Dragon Resilience to space for the fourth time.

The three- to five-day mission is taking humans on a polar orbit for the first time.

Wang said the ride to space was much smoother than anticipated, noting that only the final minute before the engines cut off on the second stage was significant.

"I barely felt any G-forces — it honestly felt like just another flight," he posted. "I had imagined it would feel like being in an elevator that suddenly drops, but that sensation never came."

Wang said Tyler, a stuffed polar bear serving as the zero-gravity indicator, was what let him know he was in space as it began floating around.

"I might not have realized we were already weightless," he posted. "I think being tightly strapped into our seat buckets made the transition less noticeable."

As far as acclimating to space, Wang said the stomach-churning feeling was different than that felt on Earth.

"It felt different from motion sickness in a car or at sea," he posted. "You could still read on your iPad without making it worse. But even a small sip of water could upset your stomach and trigger vomiting."

The spacecraft was outfitted with a cupola window to allow for 360-degree views from its forward hatch — but it's a view that Wang and crewmates weren't ready for until the second day in orbit.

"No one asked (about) opening the cupola on the first day — we were all focused on managing the motion sickness," he said.

Wang, an avid adventurer who has visited the Arctic and Antarctica, paid an undisclosed amount for the trip. He took along three friends and fellow adventurers Eric Philips of Australia, Jannicke Mikkelsen of Norway and Rabea Rogge of Germany.

He said the quartet had a movie night by watching their own launch and everyone went to bed earlier than planned.

"We all slept really well. By the second morning, I felt completely refreshed. The trace of motion sickness is all gone," he said.

Wang posted video Wednesday of when the crew finally did open the cupola.

"Hello, Antarctica. Unlike previously anticipated, from 460 km above, it is only pure white, no human activity is visible." he posted.

The crew performed experiments, including the first X-ray in space.

The splashdown date has yet to be announced by SpaceX but it will mark the first time a crewed Dragon lands off the California coast.



RICHARD TRIBOU Orlando Sentinel

A SpaceX Falcon 9 for the Fram2 human spaceflight launches from Kennedy Space Center's Launch Pad 39-A on Monday. 'The first few hours in microgravity weren't exactly comfortable,' Chun Wang, a cryptocurrency entrepreneur, said. 'Space motion sickness hit all of us.'

SpaceX's 16 previous flights of Crew Dragon with humans all landed off the coast of Florida. The company shifted operations to the West Coast after incidents involving debris from its jettisoned propulsion module crashing over land.

Fram2 is the second human spaceflight of the year for SpaceX following March's Crew-10 mission to the International Space Station.

The company has at least two more on the calendar for this year. Next up is the private Axiom Space Ax-4 mission slated for no earlier than May on a short trip to the space station.

After that will be the Crew-11 mission for NASA in mid-July headed to the space station to relieve Crew-10.

FROM PAGE 3A

LETTERS

would create a Florida Accountability Office and strengthen legislative oversight of state agency performance and finances.

Lawmakers also need answers about state spending on prisons, according to House Justice Budget Chairman Patt Maney, R-Shalimar.

The Department of Corrections "has a chronic problem of improperly managing both their salary and overtime costs," Maney said.

The state also has paid $35 million in interest after issuing bonds to finance a mental-health prison facility at Lake Correctional Institution, Maney said. But the facility has yet to be built.

"We've gotten nothing for it. We haven't used the money. We haven't started anything ... and there's really been no explanation for why," Maney said.

The demand for information to the DeSantis administration appeared to deepen an increasingly fractious relationship between the Republican-controlled House and the Republican governor.

DeSantis, as an example, has pushed for a reduction in homestead property taxes while Perez is advancing a plan to lower the state's sales-tax rate. Senate President Ben Albritton, R-Wauchula, meanwhile, this week indicated that more time was needed to study the tax proposals.

In public appearances and on videos posted on social media, DeSantis in recent days has punched at the House for "expanding bureaucracies" and failing to deliver on what he called the "Florida model" of governing.

"They all campaigned on our conservative agenda and now that they're in power, they're basically squandering this," DeSantis told radio host Dana Loesch on Tuesday, accusing the House of joining with Democrats "to increase pork spending."

McClure said the House's inquiry into spending doesn't target the governor.



MATIAS J. OCNER
mocner@miamiherald.com | March 4, 2025

Florida Gov. Ron DeSantis accuses House Republicans of joining with Democrats 'to increase pork spending.'

"We're not hostile towards anybody. We're sincerely interested in looking out for the taxpayers of Florida," the House budget chief told reporters.

McClure's committee on Wednesday also tackled a schism with the DeSantis administration over offices on the 21st floor of the Capitol.

The Department of Management Services canceled the House's lease for the offices, which House leaders had allowed former U.S. Sen. Marco Rubio — a former Florida House speaker who now serves as President Donald Trump's secretary of state — to use. DeSantis said the House did not offer the offices to former Florida Attorney General Ashley Moody when DeSantis appointed her to replace Rubio in the U.S. Senate.

The House committee signed off on a plan (HB 5203) that would make the House, Senate, governor and Cabinet members "permanent" tenants of the Capitol Complex. Any changes to the Legislature's leases would have to be approved in advance by the House speaker or Senate president. Legislative leaders also would have to sign off on any Capitol construction or remodeling projects.

FROM PAGE 3A

PROFITS

report in 2022, she said she asked whether regulators wanted a verbal presentation about her findings or had any other questions.

"We did not receive any requests for additional work or follow-up on the reports," Moenck said.

Committee Chairperson Brad Yeager, R-New Port Richey, said regulators not following up was "telling."

At least one more hearing, to find forensic accountants who can investigate further, will be scheduled, Yeager said.

"We've asked questions and we've gotten good answers, but I think those good answers have provided more questions and some concern," he said.

Earlier Thursday, his committee advanced a bill that would require insurance companies to turn over more details about their relationships with affiliate companies.

"The report, I think, made everybody step back," said the bill sponsor, Rep. Griff Griffitts, R-Panama City Beach, referring to the 2022 report brought to light by the Herald/Times.

Yaworsky said he welcomed getting more details about insurance companies' practices. He has asked for more oversight of insurers' affiliate companies.

"For years now, we have called for more scrutiny in this space," Yaworsky said. "We've gotten some, but at other times, the Legislature has said 'No thank you.' "

OMNI REDEVELOPMENT DISTRICT
COMMUNITY REDEVELOPMENT AGENCY

PLEASE ALL TAKE NOTICE that a Board of Commissioners Meeting of the Omni Redevelopment District Community Redevelopment Agency (CRA) is scheduled to take place on Thursday, April 10, 2025, at 10:30 a.m. or thereafter at the Miami City Hall, located at 3500 Pan American Drive, Miami, Florida 33133.

All interested persons are invited to attend. For more information, please contact the OMNI CRA office at (305) 679-6868.

Ad No. 43687

Isiaa Jones, Executive Director
Omni Redevelopment District
Community Redevelopment Agency

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
COMPLEX BUSINESS LITIGATION DIVISION

In re:

TRUELINE INFRASTRUCTURE SOLUTIONS, LLC, a Delaware limited liability company,	Case No. 2025-004302-CA-01
ATLANTIC UTILITY CONSTRUCTORS, LLC, a Delaware limited liability company,	Case No. 2025-004303-CA-01
F.O.S. FIBER OPTICS, LLC, a Delaware limited liability company,	Case No. 2025-004305-CA-01
GUCI, LLC, a Delaware limited liability company,	Case No. 2025-004312-CA-01
YOUNG'S COMMUNICATIONS, LLC, a Delaware limited liability company,	Case No. 2025-004313-CA-01
YOUNG'S COMMUNICATIONS HOLDINGS, LLC, a Delaware limited liability company,	Case No. 2025-004314-CA-01
Assignors,	

To:
ANDREW DE CAMARA,
Assignee. /

NOTICE OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS

TO CREDITORS AND OTHER INTERESTED PARTIES:

PLEASE TAKE NOTICE that on March 11, 2025, a *Petition Commencing Assignment for the Benefit of Creditors* was filed by Andrew De Camara (the "Assignee"), who has offices at Sherwood Partners, Inc., 3945 Freedom Circle, Suite 560, Santa Clara, CA 95054, for each of Trueline Infrastructure Solutions, LLC, Atlantic Utility Constructors, LLC, F.O.S. Fiber Optics, LLC, GUCI, LLC, Young's Communications, LLC, and Young's Communications Holdings, LLC (collectively, the "Assignors"), thereby commencing the above-captioned assignment for the benefit of creditors cases pursuant to Chapter 727, Florida Statutes. The principal place of business of the Assignors is 333 S.E. 2nd Avenue, Suite 2000, Miami, FL 33131.

Pursuant to Florida Statutes § 727.105, no proceeding may be commenced against the Assignee except as provided in Chapter 727 of the Florida Statutes, and except in the case of a consensual lienholder enforcing its rights in collateral, there shall be no levy, execution, attachment, or the like in respect of any judgment against assets of the estates in the possession, custody, or control of the Assignee.

YOU ARE HEREBY further notified that in order to receive any dividend in these proceedings, you must file a proof of claim with the Assignee on or before July 9, 2025. Proofs of claim may be submitted, and case information is posted, at a website maintained by the Assignee's noticing and claims agent, Omni Agent Solutions, Inc., at https://omniagentsolutions.com/TruelineABC.

The attorney for the Assignee is Berger Singerman LLP, attention trueline@bergersingerman.com, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131.

CITY OF SOUTH MIAMI, FLORIDA
CITY COMMISSION MEETING
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, April 15, 2025, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143,** to consider the following public hearing item(s):

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, PROVIDING FOR A MORATORIUM ON THE ENFORCEMENT OF SECTION 3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR VESTED RIGHTS; PROVIDING FOR A TERM; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING THE COMPOSITION AND PROCEDURES OF THE DESIGN REVIEW BOARD; PROVIDING CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the Commission with respect to this matter, such person must 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. 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.

ADA: To request a modification to a policy, practice or procedure or to request an auxiliary aide or service in order to participate in a City program, activity or event, you must on or before 4:00 p.m. 3 business days before the meeting (not counting the day of the meeting) deliver your request to the City Clerk by telephone: 305-663-6340, by mail at 6130 Sunset Drive, South Miami, Florida or email at npayne@southmiamifl.gov.

Nkenga A. Payne, CMC, FCRM
City Clerk

PUBLIC NOTICE

THE **APRIL 14, 2025, 6:30PM, ART IN PUBLIC PLACES BOARD MEETING** WILL BE HELD AT CITY HALL LOCATED AT 3500 PAN AMERICAN DRIVE, MIAMI, FLORIDA 33133. IT WILL BE BROADCAST LIVE FOR MEMBERS OF THE PUBLIC TO VIEW AT WWW.MIAMIGOV.COM/TV AND CHANNEL 77 (COMCAST ONLY FOR RESIDENTS IN THE CITY OF MIAMI).

PUBLIC COMMENT MAY BE PROVIDED VIA AN ONLINE COMMENT FORM, WHICH MAY BE SUBMITTED UNTIL THE CHAIRPERSON CLOSES PUBLIC COMMENT. PUBLIC COMMENT MAY ALSO BE PROVIDED IN-PERSON AT CITY HALL, 3500 PAN AMERICAN DR, MIAMI, FLORIDA, ON THE DAY AND TIME OF THE MEETING. ALL PUBLIC COMMENT SHALL BE MADE PART OF THE PUBLIC RECORD. **PLEASE VISIT WWW.MIAMIGOV.COM/BOARDCOMMENTS FOR DETAILED INSTRUCTIONS ON HOW TO PROVIDE PUBLIC COMMENT USING THE ONLINE PUBLIC COMMENT FORM. **

PUBLIC COMMENT ON AGENDA ITEMS TO BE HEARD AT THIS MEETING MAY ALSO BE PROVIDED IN-PERSON ON THE DAY OF THE MEETING AT CITY HALL, 3500 PAN AMERICAN DRIVE, MIAMI, FLORIDA, SUBJECT TO ANY AND ALL RULES AND PROCEDURES AS THE CITY MAY IMPLEMENT OR AMEND.

A COPY OF THE AGENDA FOR THE ART IN PUBLIC PLACES BOARD MEETING WILL BE AVAILABLE AT: HTTP://MIAMIFL.IQM2.COM/CITIZENS/DEFAULT.ASPX

AT ITS MEETING ON **MONDAY, APRIL 14, 2025, 6:30 PM**, THE ART IN PUBLIC PLACES BOARD WILL CONSIDER THE FOLLOWING ITEMS:

FILE ID 17384 A RESOLUTION OF THE ART IN PUBLIC PLACES BOARD ("AIPPB") PURSUANT TO CHAPTER 62, ARTICLE XVI ENTITLED "ART IN PUBLIC PLACES" OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), APPROVING THE INSTALLATION OF A TEMPORARY PUBLIC ART EXHIBIT TITLED "SEPIA VERNACULAR: OVERTOWN'S PHOTOGRAPHIC JOURNEY" ("EXHIBIT") TO BE LOCATED AT THE LAWSON E. THOMAS BUILDING, LOCATED AT 1021 NW 2ND AVENUE, MIAMI, FLORIDA ("PROPERTY") OWNED BY THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA"); AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, BETWEEN THE CITY, THE MAX WALDMAN ARCHIVE AND/OR ITS MANAGER CAROL GREUNKE ("ARCHIVE"), AND THE SEOPW CRA FOR INSTALLATION OF THE EXHIBIT AT THE PROPERTY AT NO COST TO THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

The petition and supporting papers are on file with Hearing Boards and are viewable at http://miamifl.iqm2.com/Citizens/Board/1119-Art-in-Public-Places-Board. During the novel Coronavirus (COVID-19) pandemic, you may also call (305) 416-2030 to schedule an appointment.

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the city clerk prior to engaging in lobbying activities before city staff, boards, committees or the City Commission. A copy of the applicable ordinance is available in the Office of the City Clerk (Miami City Hall), located at 3500 Pan American Drive, Miami, Florida 33133.

Should any person desire to appeal any decision made with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F/S 286.0105).

In accordance with the Americans with Disabilities Act of 1990, all persons who require special accommodations in order to participate in this meeting should contact the Office of Hearing Boards at (305) 416-2030 (Voice) no later than two (2) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.
Hearing Boards Ad No. HB25-0041

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: November 4, 2025	Agenda Item No. ____

Ordinance Title:
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RETROACTIVELY EXTENDING THE PREVIOUS MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR A TERM; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served
The ordinance proposes to retroactively extend a moratorium on the enforcement of Land Development Code (LDC) Section 20-3.6(W) pertaining to the installation of solar photovoltaic systems on residential properties. The original moratorium was enacted on 4/15/2025 via Ordinance #12-25-2525. Currently, the LDC section imposes a fiscal and economic burden on residential property owners. By enacting the moratorium, that burden will be lifted. While in effect, the Commission will study and analyze the regulations to implement comprehensive revisions that better address sustainability goals with a lesser economic burden than the Ordinance.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:
Because the regulations only pertain to residential properties, there will be no direct economic impact on private/for profit businesses.

b. New Charges/Fees on Businesses Impacted:
Because the proposed ordinance is placing a hold on the review and enforcement of the LDC section, no new charges/fees will be incurred.

c. Estimate of Regulatory Costs:
There are no regulatory costs associated with this ordinance

Good Faith Estimate of Number of Businesses Likely Impacted:
There will be zero impact on businesses.

Any Additional Information:

[1] Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement, including but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

FROM PAGE 1A

FLU

"This is something we deal with every year," said Dr. Mary Jo Trepka, an infectious disease epidemiologist at Florida International University.

"There are things that people can do to protect themselves and help protect others," she added, noting that people can get vaccinated, mask up if they want, stay home if sick and take flu medication to help with symptoms.

HOW MUCH FLU, COVID AND RSV IS THERE IN FLORIDA?

Florida is one of many states reporting "very high" levels of influenza-like illness, according to data from the U.S. Centers for Disease Control and Prevention. That means many people are experiencing cough, fever and sore throat — common symptoms of flu, the common cold, COVID and other respiratory illnesses.

There are "moderate" levels of flu and RSV viral activity in the state's wastewater, with "very low" levels of COVID-19, federal data shows. Experts use wastewater data to get an idea of what viruses are circulating in a community.

Remember, some people get sicker than others. Young children, seniors and people with preexisting health conditions, for example, are at higher risk for severe illness.

Florida ERs are seeing "very high" levels of people coming in with the flu, CDC data shows. ERs have seen "high" levels of RSV, but it appears to be decreasing. COVID-19 levels remain "very low" but appear to be increasing.

WILL WE SEE MORE FLU IN MIAMI AND THE REST OF SOUTH FLORIDA?

Baptist Health South Florida, the largest health system in the region, has seen more patients seeking care for flu-like symptoms compared to previous years, according to Dr. Ernesto Sanz, a medical director of Baptist Health urgent care centers. Broward Health, one of the public hospital systems in Broward County, also saw more patients sick with flu-like symptoms the last two months of 2025 compared to the previous year.

Most patients sick with the flu have been able to go home to recover, according to Sanz. Most have tested positive for influenza A, similar to the rest of the country. And unlike previous years, he hasn't seen a lot of people sick with COVID.

The other good news: There may be some brief relief for people in Miami-Dade County. Miami-Dade ER visits for influenza-like symptoms have recently begun to tick down. Baptist Health has also recently noticed a slight decrease in flu-related urgent care visits, according to Sanz.

However, it's too soon to know whether that decreasing trend will continue, according to doctors and public health experts. It's not uncommon for viruses to spread more easily after the holidays, when people go back to school and work after traveling and gathering for parties.

Plus, it is still flu and cold season after all, which means we can expect to see people coughing and sniffling for a while longer. Flu season typically runs to May.

U.S. FLU, COVID AND RSV UPDATE

- The CDC is describing this 2025-2026 flu season as "moderately severe," with more than 11 million reported cases of influenza, 120,000 flu-related hospitalizations and 5,000 flu-related deaths so far. Of those deaths, nine were children.
- A mutated form of the influenza A strain H3N2 known as clade K or subclade K is behind many of the reported flu cases in the U.S. this season. Subclade K caused a severe flu season in several other countries, too.
- "Seasonal influenza activity is elevated and continues to increase across the country," the CDC said in its Monday update. "RSV activity is elevated in many areas of the country with emergency department visits and hospitalizations increasing among children 0-4 years old. COVID-19 activity is low but increasing nationally."

DOES THE FLU VACCINE WORK AGAINST SUBCLADE K? IS THERE STILL TIME TO GET IT?

Influenza, like other viruses, constantly mutates. And the "K" variant that has gained ground in the country was identified months after scientists had selected the strains to include in this year's flu vaccine formulation.

Even so, the existing flu vaccine is expected to provide some protection against the new subclade K variant that is going around, according to Sood and Trepka.

And no, it's not too late to get the influenza vaccine, according to the public health experts.

The CDC has traditionally recommended flu vaccines for people six months and older to help reduce risk for severe illness, though that changed this week. Health officials on Monday announced they would be scaling back the number of recommended vaccines for kids from 17 total to just 11. The CDC, which is overseen by U.S. Secretary of Health and Human Services and vaccine skeptic Robert F. Kennedy Jr., now says flu vaccines should only be given to a child if a doctor recommends them.

Most health insurance plans, including Medicare and Medicaid, provide free flu vaccines at in-network providers. People without insurance can often get free or low-cost flu vaccines at local health departments and community health centers.

It takes about two weeks after getting the flu shot for the body to develop antibody protections against the virus.

FROM PAGE 3A

LAWSUIT

icaid benefits based on a finding of financial ineligibility, the person or persons to whom that decision applies, and the reasons for that decision. The reasons must be set forth in sufficient detail to allow the recipient to assess the accuracy of the decision and decide whether to challenge the determination."

"Although the state presented evidence that it intends to modify its notices in the future as part of its modernization project (of the computer system), it has no immediate plans to correct the serious flaws in the NOCAs (Notice of Case Actions) and offered no evidence as to what information would be included in the modernized NOCAs," the judge wrote. "As such, absent injunctive relief, the state will continue to violate the constitutional rights of the class members."

Howard rejected a request by the plaintiffs' attorneys to reinstate to the Medicaid program people who have lost benefits and not been reinstated. The state, however, will have to provide adequate notices to such people about why their benefits were terminated, which could lead to hearings about reinstatement.

The lawsuit names as defendants Department of Children and Families Secretary Taylor Hatch and Agency for Health Care Administration Secretary Shevaun Harris. While the Agency for Health Care Administration runs much of the Medicaid program, the Department of Children and Families makes eligibility determinations.

Public Notice

NOTICE OF PUBLIC HEARING CONCERNING THE ISSUANCE BY MIAMI-DADE COUNTY, FLORIDA OF ITS AVIATION COMMERCIAL PAPER NOTES IN ONE OR MORE SERIES AND SUB-SERIES

Miami-Dade County, Florida (the "County") intends to issue from time to time, in one or more series and sub-series, pursuant to a plan of finance, its Miami-Dade County, Florida Aviation Commercial Paper Notes, Series ____ (AMT) (series designation to be inserted at the time of issuance) and other debt obligations (collectively, the "CP Notes"), in a principal amount outstanding at any one time not exceeding $600,000,000. The CP Notes are being issued for the purpose of financing a portion of the cost of certain terminal, concourse, baggage handling system, aircraft gate, passenger loading bridge, runway, taxiway, airside apron, hanger, fueling, cargo, navigation, safety, transit, roadway, hotel, parking, and other improvements and airport-related capital projects approved by the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), including, without limitation, the acquisition of approximately 2.6 acres of industrial/commercial land and related buildings for airport use within 0.9 miles from the boundaries of Miami International Airport described below and approximately 60 acres of land for airport use abutting Miami Executive Airport. All such facilities and projects are or will be owned by the County and located at either **Miami International Airport**, which is bounded by N.W. 36th Street, LeJeune Road, Perimeter Road and Milam Dairy Road, in Miami-Dade County; **Opa-locka Executive Airport**, 14201 N.W. 42nd Avenue, in Opa-locka; **Miami Executive Airport**, 12800 S.W. 145th Avenue, in Miami-Dade County; **Homestead General Aviation Airport**, 28700 S.W. 217th Avenue, in Homestead; or **Dade-Collier Training and Transition Airport**, 54575 Tamiami Trail East, in Ochopee.

Please take notice that the Board will hold a public hearing at 9:30 a.m. or as soon thereafter as may be heard, on January 21, 2026 in the Commission Chambers, on the second floor of the Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida, at which time any person may be heard regarding the facilities or projects being financed and the proposed issuance of the CP Notes. The documents regarding the proposed issuance of the CP Notes and other public records regarding the facilities and the projects being financed are in the possession of the Miami-Dade County Aviation Department (the "Aviation Department") and may be examined at reasonable times during business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, at the office of the Aviation Department at Miami International Airport located at Miami International Airport, Concourse E, Terminal Building, 5th Floor, Miami, Florida. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at this hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including testimony and evidence upon which the appeal is based.

JUAN FERNANDEZ-BARQUIN, ESQ.,
CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

For legal ads online, go to **http://legalads.miamidade.gov**

CITY OF SOUTH MIAMI, FLORIDA
CITY COMMISSION MEETING
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s):

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MULTI-YEAR EMPLOYMENT CONTRACT WITH THE CITY MANAGER AND AUTHORIZING ITS EXECUTION ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A SPECIAL EXCEPTION APPLICATION PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE, FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE; PROVIDING FOR CONDITIONS, ENFORCEMENT OF CONDITIONS, CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A DEVELOPMENT AGREEMENT WITH ALTA DEVELOPMENT LLC (DEVELOPER), PACMISO 13 CORP AND GREC PINECREST, LLC (OWNERS) FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE, PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, CORRECTIONS, IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16 "PENSIONS", ARTICLE II "CITY PENSION PLAN", BY AMENDING SECTION 16-14 "PENSION BENEFITS AND RETIREMENT DATE"; BY AMENDING SECTION 16-19 "CONTRIBUTIONS"; BY AMENDING SECTION 16-21 "PURCHASE OF CREDITED SERVICE"; BY AMENDING SECTION 16-28 "DEFERRED RETIREMENT OPTION PLAN ("DROP")", IN ORDER TO EFFECTUATE THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RETROACTIVELY EXTENDING THE PREVIOUS MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the Commission with respect to this matter, such person must 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. 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.

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Nkenga A. Payne, CMC, FCRM
City Clerk

CITY OF SOUTH MIAMI
CITY COMMISSION MEETING
NOTICE OF LAND DEVELOPMENT CODE AMENDMENT FOR HEALTH CARE USES IN GENERAL RETAIL (GR)

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s) on first reading:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTION 20-3.3 "PERMITTED USE SCHEDULE," OF THE LAND DEVELOPMENT CODE TO ALLOW CERTAIN MEDICAL AND HEALTH CARE RELATED USES IN THE GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

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Nkenga A. Payne, CMC, FCRM
City Clerk

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	Finance Department
Item Type:	Ordinance
Agenda Section:	ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

Subject:
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16 "PENSIONS", ARTICLE II "CITY PENSION PLAN", BY AMENDING SECTION 16-14 "PENSION BENEFITS AND RETIREMENT DATE"; BY AMENDING SECTION 16-19 "CONTRIBUTIONS"; BY AMENDING SECTION 16-21 "PURCHASE OF CREDITED SERVICE"; BY AMENDING SECTION 16-28 "DEFERRED RETIREMENT OPTION PLAN ("DROP")", IN ORDER TO EFFECTUATE THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER)

Suggested Action:

Attachments:
Memo_2_-_Ordinance_Pension_Modifications__Multiplier-Normal_Retirement-Higher_Contribution_rollover_.docx
4CD9317-Pension_Ordinance_Implementing_AFSCME_CBA_CA_v1__2_revised for second reading 1.11.26.docx
2025.10.28-SouthMiami_October2025Projections_Tier2.pdf
BUSINESS IMPACT ESTIMATE - AFSCME Multiplier and Contribution.docx
2025.12.29-ActuarialImpactStatement(GE)-SouthMiami.pdf
Ad.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor, Vice Mayor, and Members of the City Commission

FROM: Genaro "Chip" Iglesias, City Manager

DATE: January 20, 2026

SUBJECT: Second Reading of an Ordinance amending the City's Pension Plan to incorporate the provisions of the American Federation of State, County and Municipal Employees (AFSCME) Union Agreement and to specifically address rollover transactions.

RECOMMENDATION:

Adopt the Ordinance amending the City's Pension Plan to incorporate the provisions of the adopted American Federation of State, County and Municipal Employees (AFSCME) Union Agreement and to add language expressly authorizing eligible rollover transactions.

BACKGROUND:

The City administration has been in negotiations with representatives of the American Federation of State, County and Municipal Employees (AFSCME) to develop a new three-year union agreement. The proposed AFSCME Union Agreement is being presented this evening for consideration and approval by the Mayor and City Commission.

The Ordinance before the Mayor and Commission amends the City's Pension Plan to incorporate the provisions outlined in the AFSCME Union Agreement. If the Union Agreement is approved, the approved terms require corresponding updates to the City's Pension Plan to reflect the agreed-upon changes.

Outlined below are the proposed modifications to the City's Pension Plan.

- Prior to ratification of this agreement, the service benefit multiplier of 1.60%. Upon ratification of this agreement, service benefit increases from 1.6% to 1.8% till 9/30/2026, 1.9% for 10/1/2026-9/30/2027, and 2.0% for service on/after 10/1/2027.

- Normal Retirement Date must be the earlier of (a) age **60** and completion of ten (10) years of credited service; or (b) completion of thirty (33) years of credited service.

- Upon ratification of this agreement, employee contribution increases from 3.0% to 5.0% till 9/30/2026, 6.0% for 10/1/2026-9/30/2027, and 7.0% on/after 10/1/2027 and if the total annual contribution from both parties and the employer is actuarially determined to exceed fifteen percent (15%) of the covered payroll for General Employees Tier 2, the excess amount shall be shared equally between the employer and general employee participants for that fiscal year. Notwithstanding the above, the maximum general employee contribution rate shall not exceed twelve percent (12% of earnings.

- Upon separation from the City of South Miami, Deferred Retirement Option Plan (DROP) participants will have 120 days to reallocate the funds in their DROP account. After 120 days from the separation date, the funds in the account will no longer accrue interest and will be subject to market losses.

- Eligible members who are not participating in the DROP may elect to purchase up to five (5) years of additional service credit "airtime" that does not qualify as prior city service under 16-21(a) under this plan. The cost of such service credit shall be borne entirely by the member, calculated on the basis of the full actuarial cost as determined by the plan actuary.

  a) Service credit purchased under this provision shall be used solely in the calculation of retirement benefits. Purchased service credit shall not be used to satisfy any minimum service requirement for vesting.

  b) Payment for purchased service credit must be made in the manner and within the timeframe established by the plan administrator. Once purchased, such service credit is irrevocable and non-refundable, except as may be required by applicable law.

  c) The participant shall pay the full actuarial cost of the service purchase as calculated by the Plan's actuary, plus any fees charged by Plan's actuary to perform the service purchase calculations

  d) Payment for prior service may be made in a lump sum or deducted from the member's pay, with interest at the assumed rate of investment return for the Plan, over a period of time not exceeding 10 years. A member who enters the DROP or separates from City employment may elect to apply any payout provided upon separation, including but not limited to accrued leave payouts, to pay any outstanding balance owed for the purchase of such service credit or toward the purchase of any additional service credit otherwise allowable under this section. In the event full payment for the service credit purchased pursuant to this section, including interest, has not been made, after crediting any such separation payout, at the time a member enters the DROP or

separates from City employment, the member shall receive credited service for which the amount paid is the full actuarial cost, as determined by the plan actuary.

On December 29, 2025, Foster and Foster Actuaries and Consultants delivered the required Actuarial Impact Statement to the City. The statement confirmed an additional Year 1 cost of $56,400, consistent with the earlier projection for this pension modification. That projection assumed the member's increased contribution would begin on October 1, 2025, rather than January 20, 2026, which is the anticipated adoption date of this Ordinance. At the time the projection was prepared, the City was required to provide a specific effective date for the pension modifications and could not have known the final adoption date. This timing difference explains the slight variance from the original projection.

Additional Item for Second Reading (Rollover Clarification)

After the first reading, the City's Pension Attorney advised that the current plan document does not expressly include language authorizing members to use funds from eligible retirement accounts to purchase Credited Service, even though rollovers have been permitted and processed in prior years when members purchased allowable past service after the plan reopened in 2016. For clarity and compliance, the ordinance presented for second reading includes a new subsection (h) within Sec. 16-21, Purchase of Credited Service, to address rollovers and other legally permissible transfers. This added language authorizes members, for the purpose of purchasing any allowable Credited Service, to use eligible rollover distributions from qualified retirement plans and eligible retirement accounts, as permitted under the Internal Revenue Code. The intent is to align the written plan with prior administrative practice, provide clear direction for future transactions, and preserve flexibility for employees without expanding benefits beyond what is permitted by law.

FUNDING

The proposed ordinance is estimated to have a first-year financial impact of $56,400 on the City's general fund, as outlined in the recently received actuarial impact statement. The pension modification items related to airtime and DROP have no financial impact on the City's general fund.

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

ATTACHMENTS

- Proposed Ordinance
- Foster and Foster Impact Statement
- Foster and Foster Projection Study

ORDINANCE NO. 2025-

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16 "PENSIONS", ARTICLE II "CITY PENSION PLAN", BY AMENDING SECTION 16-14 "PENSION BENEFITS AND RETIREMENT DATE"; BY AMENDING SECTION 16-19 "CONTRIBUTIONS"; BY AMENDING SECTION 16-21 "PURCHASE OF CREDITED SERVICE"; BY AMENDING SECTION 16-28 "DEFERRED RETIREMENT OPTION PLAN ("DROP")", IN ORDER TO EFFECTUATE THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of South Miami has ratified the Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME), Local 3294, for the bargaining unit defined in Public Employees Relations Commission Certification 12, for the period of June 22, 2025 through June 21, 2028; and

WHEREAS, the Collective Bargaining Agreement provides for certain modifications to the City of South Miami Pension Plan; and

WHEREAS, to implement the modifications to the City of South Miami Pension Plan, it is necessary to adopt an ordinance amending Chapter 16, Article II of the City Code, as set forth herein; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest and welfare of the City.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, THAT:

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

Section 2. Amending Chapter 16, Article II, Section 16-14, "Pension benefits and retirement date," of the Code. Chapter 16, Article II, Section 16-14 "Pension benefits and retirement date" of the Code is hereby amended to read as follows:

***

Sec. 16-14. Pension benefits and retirement date.

(a) Retirement date. The normal retirement date with full unreduced pension benefits for a participant, shall be as follows:

***

(2) Second tier members. The earlier of (a) age sixty-five (65) and completion of ten (10) years of credited service; or (b) completion of thirty-three (33) years of credited service. Effective [effective date of ordinance], the earlier of (a) age sixty (60) and completion of ten (10) years of credited service; or (b) completion of thirty-three (33) years of credited service.

***

(b) Amount of pension. The yearly amount of pension payable to a participant on the first day of the month coincident with or next following the participant's retirement date shall be an amount equal to the participant's number of completed years of credited service multiplied by a percentage of final average compensation as stated herein.

***

(2) General employees.

***

h. For all service earned on or after October 1, 2016, by second tier members the pension benefit accrual rate (multiplier) shall be one and six-tenths (1.6) percent. For all service earned by second tier members between [effective date of ordinance] and September 30, 2026, the pension benefit accrual rate (multiplier) shall be one and eight-tenths (1.8) percent. For all service earned by second tier members between October 1, 2026 and September 30, 2027, the pension benefit accrual rate (multiplier) shall be one and nine-tenths (1.9) percent. For all service earned by second tier members on or after October 1, 2027, the pension benefit accrual rate (multiplier) shall be two (2.0) percent.

***

Section 3. Amending Chapter 16, Article II, Section 16-19, "Contributions," of the Code. Chapter 16, Article II, Section 16-19, "Contributions," of the Code is hereby amended to read as follows:

Sec. 16-19. Contributions.

(a) Each participant, except as otherwise provided herein, shall contribute in each calendar year towards the cost of the participant's pension an amount equal to three (3) percent of the participant's earnings. Except as otherwise provided herein, no participant shall make any contributions toward the cost of any past service pension to which the participant is entitled under this plan. The employer shall contribute the balance of the cost, actuarially determined, of providing the benefits of the plan. The employer's contributions shall be deposited into the pension plan on at least a quarterly basis. Effective October 1, 1995, the pension contribution for all general employee participants, including those general employees that are now members of the retirement system, shall be increased from three (3) percent to five (5) percent of earnings. Effective October 1, 2001, the pension contribution for all general employee participants, including those general employees that are now members of the plan, shall be increased from five (5) percent to seven (7) percent of earnings. Police officer participant including bargaining unit employees, that are now members of the plan and any police officers who join the plan in the future shall, effective October 1, 1993, have their contribution increased from three (3) percent to five (5) percent of earnings. Effective October 1, 2001, police officer participants shall contribute seven and one-half (7.5) percent of earnings.

***

(3) Second tier member participants. Second tier members shall contribute three (3) percent of earnings. Effective [effective date of ordinance], second tier members shall contribute five (5) percent of earnings until September 30, 2026. Effective October 1, 2026, second tier members shall contribute six (6) percent of earnings until September 30, 2027. Effective October 1, 2027, and thereafter, second tier members shall contribute seven (7) percent of earnings and if the total annual contribution from second tier members and the employer, less expenses, is actuarially determined to exceed fifteen percent (15%), the excess amount shall be shared equally between the employer and second tier member participants for that fiscal year. Notwithstanding the above, the maximum contribution rate for second tier members shall not exceed twelve percent (12%) of earnings.

***

Section 4. Amending Chapter 16, Article II, Section 16-21, "Purchase of credited service," of the Code. Chapter 16, Article II, Section 16-21, "Purchase of credited service," of the Code is hereby amended to read as follows:

Sec. 16-21. Purchase of credited service.

***

(g) Notwithstanding any other provision herein to the contrary, effective [effective date of this ordinance], participants in the city pension plan, except for any participant classified as a police officer, who are not participating in the DROP may elect to purchase credit for up to five (5) years of additional service credit in this plan that does not qualify as prior city service under 16-21(a) subject to the following conditions:

(1) Service credit purchased under this subsection shall be used solely in the determination of eligibility for and calculation of retirement benefits. Purchased service credit shall not be used to satisfy any minimum service requirement for vesting.

(2) Payment for purchased service credit must be made in the manner and within the timeframe established by the plan administrator. Once purchased, such service credit is irrevocable and non-refundable, except as may be required by applicable law.

(3) The participant shall pay the full actuarial cost of the service purchase as calculated by the plan actuary, plus any fees charged by plan actuary to perform the service purchase calculations

(4) Payment for prior service may be made in a lump sum or deducted from the member's pay, with interest at the assumed rate of investment return for the Plan, over a period of time not exceeding 10 years. A member who separates from City employment who has not entered the DROP may elect to apply any separation payout paid by the City under its personnel policies, including but not limited to accrued leave payouts, to pay any outstanding balance owed for the purchase of such service credit or toward the purchase of any additional service credit otherwise allowable under this section. In the event full payment for the service credit purchased pursuant to this section, including interest, has not been made, after applying any such separation payout, at the time a member enters the DROP or separates from City employment, the member shall receive credited service for which the amount paid is the full actuarial cost, as determined by the plan actuary.

(h) Notwithstanding any other provision of this Plan to the contrary, and solely for the purpose of purchasing credited service as provided herein, the Plan will accept member rollovers and other legally permissible member requested transfers of funds from other retirement or pension plans, including either (i) a direct rollover of an eligible rollover distribution, or (ii) a member contribution of an eligible rollover distribution from a qualified plan described in Section 401(a) or 403(a) of the Internal Revenue Code, or from an annuity contract described in Section 403(b) of the Code, or from an eligible plan under Section 457(b) of the Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The Plan will also accept a member rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Internal Revenue Code Section 408(a) or 408(b) that is eligible to be rolled over.

***

Section 5. Amending Chapter 16, Article II, Section 16-28, "Deferred retirement option plan ("DROP")," of the Code. Chapter 16, Article II, Section 16-28, "Deferred retirement option plan ("DROP"),"of the Code is hereby amended to read as follows:

Sec. 16-28. - Deferred retirement option plan ("DROP")

***

(k) Distribution.

(1) All distributions must comply with the Internal Revenue Code and regulations promulgated thereunder.

(2) Upon termination of a DROP member's employment with the city from a position that is covered by the city pension plan, the retirement benefits payable to the DROP member or the DROP member's beneficiary (if the DROP member selected an optional form of retirement benefit, which provides for payment to the beneficiary) shall be paid to the DROP member or, if the DROP member is deceased, to the DROP member's designated beneficiary, or, if no surviving designated beneficiary, to the DROP member's estate and shall no longer be credited to the DROP member's account.

(3) Upon separation of a DROP member's employment with the city from a position that is covered by the city pension plan, the balance credited to the DROP member's DROP account may be distributed in a lump sum, periodic payments, an annuity or a combination thereof to the DROP member. Alternatively, a DROP member may also elect to rollover the DROP account to an eligible retirement plan, including an individual retirement account, pursuant to Section 401(a)(31) of the Internal Revenue Code, or any other distributions permissible to the Internal Revenue Code and regulations promulgated thereunder. Distribution must commence not later than provided in Section 401(a)(9) of the Internal Revenue Code.

(4) Notwithstanding anything to the contrary in this section, effective [effective date of this ordinance], after separation of a DROP member's employment with the city from a position that is covered by the city pension plan, any balance that is remaining in the DROP member's DROP account on or after one hundred and twenty (120) days from the DROP member's separation date will no longer accrue interest and may be subject to market losses.

***

Section 6. **Corrections.** Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final Ordinance for signature.

Section 7. **Severability.** If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 8. **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 9. **Implementation.** The City Manager is hereby authorized to take any and all necessary action to implement the purposes of this Ordinance.

Section 10. **Effective Date.** This Ordinance shall become effective immediately upon adoption.

PASSED on first reading on the ____ day of _____ , 2025.

PASSED AND ADOPTED on second reading on the ____ day of_____, 2025.

ATTEST:

_____
CITY CLERK

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF

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

APPROVED:

_____
MAYOR

COMMISSION VOTE:
Mayor Javier Fernández:
Vice Mayor Brian Corey
Commissioner Lisa Bonich:
Commissioner Steve Calle:
Commissioner Danny Rodriguez:

October 28, 2025

VIA EMAIL

Mr. Alfredo Riverol
Finance Director
City Hall, 1st Floor
6130 Sunset Drive
South Miami, Florida 33143

Re: South Miami Pension Plan (Tier 2 Group)
Actuarial Analysis of Proposed Benefit Improvements
Ten-Year Cost Projections

Dear Alfredo:

As requested, we have performed a special actuarial analysis to project the impact on the liabilities and funding requirements of the above referenced Plan over the next ten years associated with various plan amendments, outlined below:

- Scenario 1: Increase the benefit accrual rate to:

Accrual Rate	Credited Service Period
1.8%	October 1, 2025 and September 30, 2026
1.9%	October 1, 2026 and September 30, 2027
2.0%	On and after October 1, 2027

  - *Current provision:* 1.6% benefit accrual rate for all years of service.

- Scenario 2: Reduce the Normal Retirement eligibility requirement to age 60 with 10 years of service or 33 years of service, regardless of age.
  - *Current provision:* Age 65 with 10 years of service or 33 years of service, regardless of age.

- Scenario 3: Increase the Member Contribution rate to:

Member Contribution %	Compensation Period
5.0%	October 1, 2025 and September 30, 2026
6.0%	October 1, 2026 and September 30, 2027
7.0%	On and after October 1, 2027

  Additionally, beginning October 1, 2028, if the total annual contribution from both parties and the employer is actuarially determined to exceed 15% of the covered payroll for Tier 2 General Employees, the excess amount shall be shared equally between the employer and general employee participants for that fiscal year. Notwithstanding the above, the maximum general employee contribution rate shall not exceed 12% of earnings.
  - *Current provision:* 3.0% of compensation.

- Scenario 4: Combination of the above scenarios.

It is our understanding that there are two additional proposed plan amendments. The first is to allow Members to apply for permission to purchase Credited Service (airtime). Since the participant shall pay the full actuarial cost of the service purchase as calculated by the Plan's actuary, there is no funding impact on the Plan by adopting this provision alone. The second is to implement a 120-day deadline to reallocate DROP Account balances upon separation from the City of South Miami. After 120 days from the separation date, the funds in the account will no longer accrue interest and will be subject to market losses. There is also no funding impact by adopting this provision alone.

Prior to discussing results of the projection studies, it is important to first review the various assumptions that have been utilized to estimate future assets and liabilities, as well as the resulting estimated annual contribution requirements.

Assumptions Utilized for Projection

The balance of this analysis will examine a projection of the anticipated plan costs over the next ten years. When reviewing the estimated results, the following should be kept in mind:

- The liability projections were based upon census data as of the October 1, 2024 actuarial valuation.

- Except as noted below, we relied upon actuarial assumptions, methods, asset information, and plan provisions set forth in the October 1, 2024 actuarial valuation report, with the exception of the mandated FRS mortality tables set to be incorporated with the October 1, 2025 valuation. The discount rate remains unchanged during the projection period at the current rate of 7.375%.

- To value for the change in Normal Retirement eligibility, we increased the rates of retirement at ages 60 and 61 to 25% in an attempt to align more closely with the current retirement rates for age 65.

- The active population was assumed to be constant, meaning that as members are projected to terminate or retire, they will be replaced with new members.

- Future new entrants are assumed to enter the plan with the following demographics. Also, the beginning salary is assumed to increase at 3.25% per year, equal to the wage inflation assumption currently utilized in the plan.

Group	AFSCME	Weighting Factor	Hire Age	Beginning Salary (2024)	Percent Male
Tier 2	Yes	13.0%	25	25,000	75%
Tier 2	No	25.0%	25	55,000	75%
Tier 2	Yes	13.0%	35	36,000	75%
Tier 2	No	13.0%	35	25,000	75%
Tier 2	Yes	13.0%	45	30,000	75%
Tier 2	No	10.0%	45	30,000	75%
Tier 2	Yes	10.0%	55	57,500	75%
Tier 2	No	3.0%	55	57,500	75%

- Future administrative expenses were assumed to increase using a 2.5% inflation assumption during the projection period.

Unless otherwise stated, future mortality, disability, turnover, retirement, payroll, and salary increases were all assumed to occur in accordance with the actuarial assumptions outlined in the October 1, 2024 actuarial valuation report.

The funding schedules included in this report provide estimated City contribution requirements, UAAL and funded ratio during the 10-year projection period under the current and proposed benefit structures.

Statement of Qualifications

The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All sections of this report, as well as the October 1, 2024 valuation report, are considered an integral part of the actuarial opinions.

In reviewing the results presented in this study, it should be noted there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2024 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. Future experience studies will determine whether changes to these assumed rates for turnover and retirement are warranted.

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

Sara Carlson

Sara E. Carlson, ASA, EA, MAAA

Enclosure

South Miami Pension Plan (Tier 2 Group Only)

Projection Analysis - October 2025 Bargaining Request (AFSCME)

Estimated Impact on Contribution Requirements and Unfunded Actuarial Accrued Liability (UAAL) [1]

Scenario 1: Increase Benefit Accrual Rate from 1.6% to 1.8% for 10/1/2025-9/30/2026, 1.9% for 10/1/2026-9/30/2027, and 2.0% for Service On/After 10/1/2027

		Baseline Plan Provisions				Proposed Plan Provisions				Estimated Increase/(Decrease) on City's Contribution			
Valuation Year	Applicable to Fiscal Year Ending	Estimated City Contribution %	Estimated City Contribution	Estimated UAAL	Estimated Funded Ratio[2]	Estimated City Contribution %	Estimated City Contribution	Estimated UAAL Proposed	Estimated Funded Ratio[2] Proposed	Estimated Impact on City's Contribution %	Estimated Impact on City's Contribution $	Estimated Impact on City's Contribution $ - AFSCME Only	Estimated Impact on City's Contribution $ - Not AFSCME
10/1/2024	9/30/2026	4.8%	119,200	75,900	94.9%	6.3%	156,600	237,400	85.6%	1.5%	37,400	15,900	21,500
10/1/2025	9/30/2027	4.7%	110,000	32,300	98.1%	6.3%	150,800	222,900	88.2%	1.6%	40,800	17,400	23,400
10/1/2026	9/30/2028	4.4%	101,700	(48,800)	102.5%	6.0%	139,600	133,900	93.7%	1.6%	37,900	16,100	21,800
10/1/2027	9/30/2029	4.4%	99,700	(168,600)	107.9%	5.5%	126,000	1,800	99.9%	1.1%	26,300	10,900	15,400
10/1/2028	9/30/2030	4.3%	98,500	(284,600)	112.0%	5.4%	123,200	(124,600)	104.7%	1.1%	24,700	10,200	14,500
10/1/2029	9/30/2031	4.3%	97,500	(369,600)	114.1%	5.5%	122,500	(209,100)	107.1%	1.2%	25,000	10,400	14,600
10/1/2030	9/30/2032	4.3%	94,900	(461,900)	116.0%	5.4%	120,200	(299,200)	109.2%	1.1%	25,300	10,500	14,800
10/1/2031	9/30/2033	4.3%	93,800	(563,300)	117.9%	5.4%	119,400	(398,700)	111.2%	1.1%	25,600	10,700	14,900
10/1/2032	9/30/2034	4.2%	90,900	(671,500)	119.7%	5.4%	116,700	(505,400)	113.1%	1.2%	25,800	11,000	14,800
10/1/2033	9/30/2035	4.1%	88,700	(790,200)	121.5%	5.4%	114,800	(622,700)	114.9%	1.3%	26,100	11,200	14,900

[1] Incorporates new FRS mortality assumption effective with the 10/1/2024 valuation.

[2] Determined as the ratio of the expected actuarial value of assets to the expected actuarial accrued liability.

South Miami Pension Plan (Tier 2 Group Only)

Projection Analysis - October 2025 Bargaining Request (AFSCME)

Estimated Impact on Contribution Requirements and Unfunded Actuarial Accrued Liability (UAAL) [1]

Scenario 2: Reduce Normal Retirement Eligibility from 65/10 or 0/33 to 60/10 or 0/33

		Baseline Plan Provisions				Proposed Plan Provisions				Estimated Increase/(Decrease) on City's Contribution			
Valuation Year	Applicable to Fiscal Year Ending	Estimated City Contribution %	Estimated City Contribution	Estimated UAAL	Estimated Funded Ratio[2]	Estimated City Contribution %	Estimated City Contribution	Estimated UAAL Proposed	Estimated Funded Ratio[2] Proposed	Estimated Impact on City's Contribution %	Estimated Impact on City's Contribution $	Estimated Impact on City's Contribution $ - AFSCME Only	Estimated Impact on City's Contribution $ - Not AFSCME
10/1/2024	9/30/2026	4.8%	119,200	75,900	94.9%	6.8%	170,300	323,600	81.3%	2.0%	51,100	20,000	31,100
10/1/2025	9/30/2027	4.7%	110,000	32,300	98.1%	6.9%	163,500	324,000	83.7%	2.2%	53,500	21,800	31,700
10/1/2026	9/30/2028	4.4%	101,700	(48,800)	102.5%	6.5%	150,700	236,400	89.5%	2.1%	49,000	20,800	28,200
10/1/2027	9/30/2029	4.4%	99,700	(168,600)	107.9%	6.0%	136,600	106,400	95.8%	1.6%	36,900	16,300	20,600
10/1/2028	9/30/2030	4.3%	98,500	(284,600)	112.0%	5.6%	124,300	(15,500)	100.6%	1.3%	25,800	11,800	14,000
10/1/2029	9/30/2031	4.3%	97,500	(369,600)	114.1%	5.4%	119,600	(93,800)	103.0%	1.1%	22,100	10,300	11,800
10/1/2030	9/30/2032	4.3%	94,900	(461,900)	116.0%	5.4%	117,800	(168,600)	105.0%	1.1%	22,900	9,800	13,100
10/1/2031	9/30/2033	4.3%	93,800	(563,300)	117.9%	5.3%	113,300	(247,100)	106.8%	1.0%	19,500	8,500	11,000
10/1/2032	9/30/2034	4.2%	90,900	(671,500)	119.7%	5.2%	109,100	(334,700)	108.5%	1.0%	18,200	7,300	10,900
10/1/2033	9/30/2035	4.1%	88,700	(790,200)	121.5%	5.1%	105,700	(429,600)	110.2%	1.0%	17,000	6,600	10,400

[1] Incorporates new FRS mortality assumption effective with the 10/1/2024 valuation.

[2] Determined as the ratio of the expected actuarial value of assets to the expected actuarial accrued liability.

South Miami Pension Plan (Tier 2 Group Only)

Projection Analysis - October 2025 Bargaining Request (AFSCME)

Estimated Impact on Contribution Requirements and Unfunded Actuarial Accrued Liability (UAAL) [1]

Scenario 3: Increase Member Contribution % from 3.0% to 5.0% for 10/1/2025-9/30/2026, 6.0% for 10/1/2026-9/30/2027, and 7.0% on/after 10/1/2027

		Baseline Plan Provisions				Proposed Plan Provisions				Estimated Increase/(Decrease) on City's Contribution			
Valuation Year	Applicable to Fiscal Year Ending	Estimated City Contribution %	Estimated City Contribution	Estimated UAAL	Estimated Funded Ratio[2]	Estimated City Contribution %	Estimated City Contribution	Estimated UAAL Proposed	Estimated Funded Ratio[2] Proposed	Estimated Impact on City's Contribution %	Estimated Impact on City's Contribution $	Estimated Impact on City's Contribution $ - AFSCME Only	Estimated Impact on City's Contribution $ - Not AFSCME
10/1/2024	9/30/2026	4.8%	119,200	75,900	94.9%	3.0%	76,700	85,900	94.3%	-1.8%	(42,500)	(18,300)	(24,200)
10/1/2025	9/30/2027	4.7%	110,000	32,300	98.1%	2.0%	47,800	49,700	97.1%	-2.7%	(62,200)	(27,000)	(35,200)
10/1/2026	9/30/2028	4.4%	101,700	(48,800)	102.5%	0.8%	17,400	(31,300)	101.6%	-3.6%	(84,300)	(36,500)	(47,800)
10/1/2027	9/30/2029	4.4%	99,700	(168,600)	107.9%	0.8%	17,500	(151,900)	107.0%	-3.6%	(82,200)	(35,300)	(46,900)
10/1/2028	9/30/2030	4.3%	98,500	(284,600)	112.0%	0.8%	18,200	(266,900)	111.0%	-3.5%	(80,300)	(34,300)	(46,000)
10/1/2029	9/30/2031	4.3%	97,500	(369,600)	114.1%	0.8%	18,900	(351,100)	113.1%	-3.5%	(78,600)	(33,400)	(45,200)
10/1/2030	9/30/2032	4.3%	94,900	(461,900)	116.0%	0.8%	17,900	(442,600)	115.1%	-3.5%	(77,000)	(32,600)	(44,400)
10/1/2031	9/30/2033	4.3%	93,800	(563,300)	117.9%	0.8%	19,000	(543,200)	117.0%	-3.5%	(74,800)	(31,900)	(42,900)
10/1/2032	9/30/2034	4.2%	90,900	(671,500)	119.7%	0.8%	18,700	(650,400)	118.8%	-3.4%	(72,200)	(31,300)	(40,900)
10/1/2033	9/30/2035	4.1%	88,700	(790,200)	121.5%	0.8%	17,300	(768,200)	120.6%	-3.3%	(71,400)	(31,100)	(40,300)

[1] Incorporates new FRS mortality assumption effective with the 10/1/2024 valuation.

[2] Determined as the ratio of the expected actuarial value of assets to the expected actuarial accrued liability.

South Miami Pension Plan (Tier 2 Group Only)

Projection Analysis - October 2025 Bargaining Request (AFSCME)

Estimated Impact on Contribution Requirements and Unfunded Actuarial Accrued Liability (UAAL) [1]

Scenario 4: Combination of Scenarios 1-3

		Baseline Plan Provisions				Proposed Plan Provisions				Estimated Increase/(Decrease) on City's Contribution			
Valuation Year	Applicable to Fiscal Year Ending	Estimated City Contribution %	Estimated City Contribution	Estimated UAAL	Estimated Funded Ratio[2]	Estimated City Contribution %	Estimated City Contribution	Estimated UAAL Proposed	Estimated Funded Ratio[2] Proposed	Estimated Impact on City's Contribution %	Estimated Impact on City's Contribution $	Estimated Impact on City's Contribution $ - AFSCME Only	Estimated Impact on City's Contribution $ - Not AFSCME
10/1/2024	9/30/2026	4.8%	119,200	75,900	94.9%	6.6%	165,600	498,600	73.9%	1.8%	46,400	18,300	28,100
10/1/2025	9/30/2027	4.7%	110,000	32,300	98.1%	6.0%	142,700	535,600	75.6%	1.3%	32,700	13,000	19,700
10/1/2026	9/30/2028	4.4%	101,700	(48,800)	102.5%	4.8%	110,300	440,700	82.4%	0.4%	8,600	3,200	5,400
10/1/2027	9/30/2029	4.4%	99,700	(168,600)	107.9%	4.3%	98,400	298,200	89.4%	-0.1%	(1,300)	(400)	(900)
10/1/2028	9/30/2030	4.3%	98,500	(284,600)	112.0%	3.9%	87,800	162,800	94.8%	-0.4%	(10,700)	(3,900)	(6,800)
10/1/2029	9/30/2031	4.3%	97,500	(369,600)	114.1%	3.6%	79,500	69,900	98.0%	-0.7%	(18,000)	(7,000)	(11,000)
10/1/2030	9/30/2032	4.3%	94,900	(461,900)	116.0%	3.4%	73,300	(20,300)	100.5%	-0.9%	(21,600)	(9,200)	(12,400)
10/1/2031	9/30/2033	4.3%	93,800	(563,300)	117.9%	3.1%	67,900	(109,400)	102.7%	-1.2%	(25,900)	(10,700)	(15,200)
10/1/2032	9/30/2034	4.2%	90,900	(671,500)	119.7%	3.1%	66,600	(201,300)	104.5%	-1.1%	(24,300)	(10,600)	(13,700)
10/1/2033	9/30/2035	4.1%	88,700	(790,200)	121.5%	3.1%	64,900	(297,800)	106.2%	-1.0%	(23,800)	(10,600)	(13,200)

[1] Incorporates new FRS mortality assumption effective with the 10/1/2024 valuation.

[2] Determined as the ratio of the expected actuarial value of assets to the expected actuarial accrued liability.

Exhibit "A"

BUSINESS IMPACT ESTIMATE [1]

Meeting Date: January 20, 2026	Agenda Item No.

Title of Proposed Ordinance:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16, "PENSIONS," ARTICLE II, "CITY PENSION PLAN," BY AMENDING SECTION 16-14, "PENSION BENEFITS AND RETIREMENT DATE," SECTION 16-19, "CONTRIBUTIONS," SECTION 16-21, "PURCHASE OF CREDITED SERVICE," AND SECTION 16-28, "DEFERRED RETIREMENT OPTION PLAN (DROP)," TO IMPLEMENT THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT IDENTIFIED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12. PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS, IMPLEMENTATION, AND AN EFFECTIVE DATE.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

This Ordinance amends the City's Pension Plan to incorporate the provisions outlined in the American Federation of State, County and Municipal Employees (AFSCME) Union Agreement, contingent upon the Mayor and City Commission's approval of the Collective Bargaining Agreement between the American Federation of State, County and Municipal Employees (AFSCME) Local 3294 and the City of South Miami, and authorize the City Manager to execute the agreement.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs:

The proposed ordinance would $0 *direct compliance costs to businesses if the ordinance is enacted*.

b. New Charges/Fees on Businesses Impacted:

The proposed ordinance *does not* impose a new fee or charge for which businesses will be financially responsible.

c. Estimate of Regulatory Costs:

The proposed ordinance changes *do not* present foreseeable or anticipated cost in regulatory expenses.

Good Faith Estimate of Number of Businesses Likely Impacted:

The estimated number of businesses likely to be impacted by the ordinance is estimated to be 0

Any Additional Information:

[1] This Business Impact Estimate is provided to comply with the requirements of Section 166.041(4), Florida Statutes. Please note that this Business Impact Estimate may be revised following its initial posting as new information or feedback becomes available.

None

Applicable Exemptions[2]:

This Business Impact Estimate is not required for ordinances that fall under the following exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation.

☐ The proposed ordinance relates to the issuance or refinancing of debt.

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.

☐ The proposed ordinance is an emergency ordinance.

☐ The proposed ordinance relates to procurement.

☐ The proposed ordinance is enacted to implement the following:

☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or

☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

Prepared By:
Name: Alfredo Riverol

Title: Chief Financial Officer

Date: December 4, 2025

Posted on City's Website:

Date of Posting: _____

[2] If one or more boxes are checked under this section, it indicates that the City has determined that a business impact estimate is not required by state law for the proposed ordinance, but the City is providing the business impact estimate as a courtesy.

December 29, 2025

Board of Trustees
South Miami Pension Plan

Re: South Miami Pension Plan

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.

2. Draft of transmittal letters to the Bureau of Local Retirement Systems.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the Bureau prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,

Sara Carlson

Sara E. Carlson, ASA, EA, MAAA

Cc via email: Brent Chudachek, Plan Attorney

Enclosure

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The South Miami Pension Plan is considering the implementation of amended retirement benefits for its General Employees (Tier 2). The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

SOUTH MIAMI
PENSION PLAN

ACTUARIAL IMPACT STATEMENT

December 16, 2025

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

- Reduce the Normal Retirement eligibility requirement to age 60 with 10 years of service or 33 years of service, regardless of age.

  Currently, the Normal Retirement eligibility requirement is Age 65 with 10 years of service or 33 years of service, regardless of age.

- Increase the benefit accrual rate to:

Accrual Rate	Credited Service Period
1.8%	From effective date of ordinance through September 30, 2026
1.9%	From October 1, 2026 through September 30, 2027
2.0%	On and after October 1, 2027

  Currently, the benefit accrual rate is 1.6% for all years of service.

- Increase the Member Contribution rate to:

Member Contribution %	Compensation Period
5.0%	From effective date of ordinance through September 30, 2026
6.0%	From October 1, 2026 through September 30, 2027
7.0%	On and after October 1, 2027

  Additionally, beginning October 1, 2028, if the total annual contribution from both parties and the employer is actuarially determined to exceed 15% of the covered payroll for Tier 2 General Employees, the excess amount shall be shared equally between the employer and general employee participants for that fiscal year. Notwithstanding the above, the maximum general employee contribution rate shall not exceed 12% of earnings.

  Currently, the Member Contribution rate is 3.0% of compensation.

- Allow Members to apply for permission to purchase Credited Service (airtime). Since the participant shall pay the full actuarial cost of the service purchase as calculated by the Plan's actuary, there is no funding impact on the Plan by adopting this provision alone.

- Implement a 120-day deadline to reallocate DROP Account balances upon separation from the City of South Miami. After 120 days from the separation date, the funds in the account will no longer accrue interest and will be subject to market losses. There is also no funding impact by adopting this provision alone.

For purposes of calculating the liabilities for this analysis, we assumed the effective date of the ordinance will be January 2, 2026 (date of second reading).

The cost impact, determined as of October 1, 2024, applicable to the fiscal year ending September 30, 2026, is as follows:

	Proposed	Current [1]
Minimum Required Contribution [2]	$1,969,215	$1,875,164
Member Contributions (Est.)	568,586	530,935
City And State Required Contribution	**1,400,629**	**1,344,229**
State Contribution (Est.)	103,697	103,697
City Required Contribution	$1,296,932	$1,240,532

[1] Contributions determined with the September 23, 2025 actuarial impact statement.

[2] Reflects normal cost minimum funding requirements of Chapter 112, Florida Statutes.

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2024 actuarial valuation report. To value for the change in Normal Retirement eligibility, we increased the rates of retirement at ages 60 and 61 to 25% in an attempt to align more closely with the current retirement rates for age 65. It should also be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2024 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2024 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Sara E. Carlson, ASA, EA, MAAA
Enrolled Actuary #23-8546

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

_____
Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS
GENERAL EMPLOYEES TIER 2

	New Benefits 10/1/2024	Old Benefits 10/1/2024
A. Participant Data		
Actives	38	38
Service Retirees	1	1
DROP Retirees	0	0
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	9	9
Total	48	48
Total Annual Payroll	$2,424,769	$2,424,769
Projected Annual Payroll	2,424,769	2,424,769
Annual Rate of Payments to:		
Service Retirees	10,619	10,619
DROP Retirees	0	0
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	10,394	10,394
B. Assets		
Actuarial Value (AVA) [1]	1,410,333	1,410,333
Market Value (MVA) [1]	1,526,605	1,526,605
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	2,457,893	1,836,987
Disability Benefits	163,736	151,219
Death Benefits	34,518	30,895
Vested Benefits	568,283	487,168
Refund of Contributions	80,346	57,019
Service Retirees	104,784	104,784
DROP Retirees [1]	0	0
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	25,617	25,617
Total	3,435,177	2,693,689

GENERAL EMPLOYEES TIER 2

C. Liabilities - (Continued)	New Benefits 10/1/2024	Old Benefits 10/1/2024
Present Value of Future Salaries	19,252,028	20,304,435
Present Value of Future Member Contributions	962,601	609,133
Normal Cost (Retirement)	153,726	114,352
Normal Cost (Disability)	10,680	9,292
Normal Cost (Death)	2,150	1,798
Normal Cost (Vesting)	38,126	29,513
Normal Cost (Refunds)	13,800	10,153
Total Normal Cost	218,482	165,108
Present Value of Future Normal Costs	1,577,190	1,245,250
Accrued Liability (Retirement)	1,350,943	974,908
Accrued Liability (Disability)	81,147	75,476
Accrued Liability (Death)	18,429	16,820
Accrued Liability (Vesting)	259,417	237,891
Accrued Liability (Refunds)	17,650	12,943
Accrued Liability (Inactives) [1]	130,401	130,401
Total Actuarial Accrued Liability (EAN AL)	1,857,987	1,448,439
Unfunded Actuarial Accrued Liability (UAAL)	447,654	38,106
Funded Ratio (AVA / EAN AL)	75.9%	97.4%

GENERAL EMPLOYEES TIER 2

D. Actuarial Present Value of Accrued Benefits	New Benefits 10/1/2024	Old Benefits 10/1/2024
Vested Accrued Benefits		
Inactives [1]	130,401	130,401
Actives	280,399	175,114
Member Contributions	290,844	290,844
Total	701,644	596,359
Non-vested Accrued Benefits	251,279	161,518
Total Present Value Accrued Benefits (PVAB)	952,923	757,877
Funded Ratio (MVA / PVAB)	160.2%	201.4%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	195,046	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	195,046	

GENERAL EMPLOYEES TIER 2

	New Benefits	Old Benefits
Valuation Date	10/1/2024	10/1/2024
Applicable to Fiscal Year Ending	9/30/2026	9/30/2026
E. Pension Cost		
Normal Cost [2]	$235,600	$178,044
% of Projected Annual Payroll [2] [3]	9.3	7.1
Administrative Expenses [2]	4,117	4,117
% of Projected Annual Payroll [2] [3]	0.2	0.2
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 25 years (as of 10/1/2024) [2]	41,025	4,530
% of Projected Annual Payroll [2] [3]	1.6	0.2
Interest from 10/1/2024 to 10/1/2025	N/A, included above	
Minimum Required Contribution	280,742	186,691
% of Projected Annual Payroll [2] [3]	11.1	7.5
Expected Member Contributions [2] [4]	113,304	75,653
% of Projected Annual Payroll [2] [3] [4]	4.5	3.0
Expected City and State Contribution	167,438	111,038
% of Projected Annual Payroll [2] [3]	6.6	4.5

[1] The asset values and liabilities include accumulated DROP Plan Balances as of 9/30/2024.

[2] Contributions developed as of 10/1/2024 and 10/1/2023 displayed above have been adjusted to account for assumed salary increase and interest components.

[3] Contributions developed as of 10/1/2024 displayed above are expressed as a percentage of Projected Annual Payroll, and contributions developed as of 10/1/2023 displayed above are expressed as a percentage of Total Annual Payroll.

[4] Expected Member Contributions in "New Benefits" column assume the increase from 3.0% to 5.0% is effective 1/2/2026.

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS
ALL PARTICIPANTS

	New Benefits 10/1/2024	Old Benefits 10/1/2024
A. Participant Data		
Actives	97	97
Service Retirees	57	57
DROP Retirees	7	7
Beneficiaries	3	3
Disability Retirees	0	0
Terminated Vested	37	37
Total	201	201
Total Annual Payroll	8,740,918	8,740,918
Projected Annual Payroll	8,458,431	8,458,431
Annual Rate of Payments to:		
Service Retirees	2,095,675	2,095,675
DROP Retirees	388,090	388,090
Beneficiaries	70,443	70,443
Disability Retirees	0	0
Terminated Vested	288,586	288,586
B. Assets		
Actuarial Value (AVA) [1]	59,710,625	59,710,625
Market Value (MVA) [1]	63,634,766	63,634,766
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	31,144,433	30,523,527
Disability Benefits	1,071,876	1,059,359
Death Benefits	201,657	198,034
Vested Benefits	2,495,565	2,414,450
Refund of Contributions	346,814	323,487
Service Retirees	25,256,715	25,256,715
DROP Retirees [1]	7,227,465	7,227,465
Beneficiaries	696,670	696,670
Disability Retirees	0	0
Terminated Vested	1,920,521	1,920,521
Total	70,361,716	69,620,228

ALL PARTICIPANTS

C. Liabilities - (Continued)	New Benefits 10/1/2024	Old Benefits 10/1/2024
Present Value of Future Salaries	63,386,234	64,438,641
Present Value of Future Member Contributions	4,176,940	3,823,472
Normal Cost (Retirement)	912,560	873,186
Normal Cost (Disability)	55,653	54,265
Normal Cost (Death)	8,945	8,593
Normal Cost (Vesting)	137,960	129,347
Normal Cost (Refunds)	64,540	60,893
Total Normal Cost	1,179,658	1,126,284
Present Value of Future Normal Costs	8,499,419	8,167,479
Accrued Liability (Retirement)	24,390,993	24,014,958
Accrued Liability (Disability)	680,007	674,336
Accrued Liability (Death)	140,128	138,519
Accrued Liability (Vesting)	1,460,847	1,439,321
Accrued Liability (Refunds)	88,951	84,244
Accrued Liability (Inactives) [1]	35,101,371	35,101,371
Total Actuarial Accrued Liability (EAN AL)	61,862,297	61,452,749
Unfunded Actuarial Accrued Liability (UAAL)	2,151,672	1,742,124
Funded Ratio (AVA / EAN AL)	96.5%	97.2%

ALL PARTICIPANTS

D. Actuarial Present Value of Accrued Benefits	New Benefits 10/1/2024	Old Benefits 10/1/2024
Vested Accrued Benefits		
Inactives [1]	35,101,371	35,101,371
Actives	9,710,027	9,604,742
Member Contributions	4,510,131	4,510,131
Total	49,321,529	49,216,244
Non-vested Accrued Benefits	2,929,731	2,839,970
Total Present Value Accrued Benefits (PVAB)	52,251,260	52,056,214
Funded Ratio (MVA / PVAB)	121.8%	122.2%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	195,046	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	195,046	

ALL PARTICIPANTS

	New Benefits	Old Benefits
Valuation Date	10/1/2024	10/1/2024
Applicable to Fiscal Year Ending	9/30/2026	9/30/2026
E. Pension Cost		
Normal Cost [2]	$1,269,891	$1,212,335
Administrative Expenses [2]	177,088	177,088
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 25 years (as of 10/1/2024) [2]	74,036	37,541
Interest from 10/1/2024 to 10/1/2025	N/A, included above	N/A, included above
Preliminary Minimum Required Contribution	1,521,015	$1,426,964
	17.4	16.3
Minimum Required Contribution [4]	1,969,215	$1,875,164
% of Projected Annual Payroll [2] [3]	22.5	21.4
Expected Member Contributions [2]	568,586	$530,935
% of Projected Annual Payroll [2] [3]	6.5	6.1
Expected City and State Contribution	1,400,629	1,344,229
% of Projected Annual Payroll [2] [3]	16.0	15.3

[1] The asset values and liabilities include accumulated DROP Plan Balances as of 9/30/2024.

[2] Contributions developed as of 10/1/2024 displayed above have been adjusted to account for assumed salary increase and interest components.

[3] Contributions developed as of 10/1/2024 displayed above are expressed as a percentage of Projected Annual Payroll.

[4] Reflects normal cost minimum funding requirements of Chapter 112, Florida Statutes.

Mortality Rate

General Employees (including AMSC):

Female: PubG.H-2010 (Below Median) for Employees.
Male: PubG.H-2010 (Below Median) for Employees, set back one year.

Healthy Retiree Lives:

Female: PubG.H-2010 (Below Median) for Healthy Retirees.
Male: PubG.H-2010 (Below Median) Healthy Retirees, set back one year.

Beneficiary Lives:

Female: PubG.H-2010 (Below Median) for Healthy Retirees.
Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.

Disabled Lives:

PubG.H-2010 for Disabled Retirees, set forward three years.

Police Officers:

Healthy Active Lives:

Female: PubS.H-2010 for Employees, set forward one year.
Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.
Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.
Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates for healthy lives are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2023 FRS valuation report for special risk employees.

Interest Rate

7.375% per year compounded annually, net of investment related expenses.

Salary Increases

Service	General Rate	AMSC Rate	Police Rate
< 35	6.00%	7.50%	4.75%
35 - 39	5.00%	6.00%	4.75%
40 - 44	4.50%	6.00%	4.75%
45 - 49	4.25%	5.25%	4.50%
50 - 54	4.00%	5.25%	4.50%
55+	3.50%	5.25%	4.50%

Assumed salary increases were developed based on a wage inflation assumption of 3.25% per year.

Payroll Growth

For Police Officers, 0.90% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes. Level dollar amortization used for all other groups.

Administrative Expenses

$166,345 annually, based on the actual expenses incurred in the prior fiscal year.

Cost-of-Living Adjustments (COLAs)

Future COLAs are assumed to be 3.0% per annum.

Marriage Assumption

100% of participants are assumed to be married for purposes of death-in-service benefits. Husbands are assumed to be three years older than wives.

Normal Retirement

< 25 Years of Service

	General [1]	AMSC [2]	Police
Age	Rate	Rate	Rate
55 - 59	10.0%	20.0%	25.0%
60 - 61	10.0%	20.0%	30.0%
62 - 64	25.0%	30.0%	30.0%
65	25.0%	30.0%	75.0%
66	25.0%	30.0%	100.0%
67 - 69	75.0%	50.0%	100.0%
70+	100.0%	100.0%	100.0%

25+ Years of Service

	Police
Age	Rate
25 - 29	90.0%
30+	100.0%

[1] Rates are at least 25% for Tier 2 Members for each year upon meeting 33 years of service until 100% at age 70.

[2] Rates are at least 30% for AMSC Members for each year upon meeting 33 years of service until 100% at age 70.

Tier 1 General Employees who retire prior to age 60 but after attainment of 10 years of Credited Service (55 & 10) are assumed to receive an actuarially reduced benefit payable immediately upon retirement.

Early Retirement

5% per year for Police Officers.

Termination Rates

	General	AMSC		Police
Service	Rate	Rate	Service	Rate
0 - 1	25.0%	8.5%	0 - 4	14.5%
2 - 8	7.5%	8.5%	5 - 8	7.5%
9+	4.5%	2.5%	9+	4.0%

Disability Rates

1985 Disability Study, Class 1 with separate rates for females. Sample rates below.

	Male	Female
Age	Rate	Rate
20	0.03%	0.03%
30	0.05%	0.08%
40	0.12%	0.21%
50	0.36%	0.53%
60	1.26%	1.16%

Additionally, 75% of disabilities are assumed to be service-connected.

Amortization Method

New UAAL amortization bases are amortized over 25 years.

The amortization payment is subject to a minimum based on a 30-year amortization of the UAAL, if the UAAL is positive, in order to comply with Actuarial Standard of Practice No. 4.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Funding Method

Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:

Interest - A half year, based on current 7.375% assumption.

Salary - For Tier 1 General Employees, none. For all other employees, a full year, based on current 4.00% assumption.

Actuarial Asset Method	All assets are valued at market value with an adjustment to uniformly spread actuarial investment gains and losses (as measured by actual market value investment return against expected market value investment return) over a five-year period.
Low-Default-Risk Obligation Measure	Based on the Entry Age Normal Actuarial Cost Method and an interest rate of 4.06% per year compounded annually, net of investment related expenses. This rate is consistent with the Yield to Maturity of the S&P Municipal Bond 20-Year High Grade Rate Index as of September 30, 2024. All other assumptions for the Low-Default-Risk Obligation Measure are consistent with the assumptions shown in this section unless otherwise noted.

It is important to note that the investment return, salary increases, withdrawal and retirement rates are based on the actuarial experience study for the period October 1, 2013 through September 30, 2022, performed by the prior actuary Gabriel, Roeder, Smith & Company.

SUMMARY OF CURRENT PLAN
(Through Ordinance 26-25-2539)

Eligibility	Tier 1 General Employees – Regular full-time general employees hired prior to October 1, 2011. Tier 1 General Employees become Members on or after their 20th birthday with 6 months of service. Tier 1 members exclude elected officials. The City Manager, the City Clerk, and department heads hired prior to October 1, 2011 had a one-time option to opt out of Tier 1 Membership. Tier 2 General Employees – Regular full-time general employees hired on or after October 1, 2016 electing to join the South Miami Pension Plan, regular full-time general employees hired prior to October 1, 2016 not previously members of the Plan electing to join the South Miami Pension Plan and regular full-time general employees who previously participated in the City of South Miami Defined Contribution Plan and subsequently opted-out during the annual open enrollment period and joined the South Miami Pension Plan. Administration Management Service Class (AMSC) – Include the City Manager, City Attorney, City Clerk, Assistant City Manager, Finance and Administration Director, Police Chief, Planning Director, Building Director, Public Works Director, Chief Administrative Officer, Chief Procurement Officer, Director of Parks, Recreation and Culture , Development Services Director, Community Redevelopment Agency Director, Personnel Manager, Project Manager, Special Assistant to the Manager, Superintendent of Maintenance, and the Assistant Director of Parks and Recreation. Police Officers – Regular full-time employees hired and classified as a Police Officer, Sergeant, Lieutenant or Captain as a sworn law enforcement officer.
Credited Service	Completed months of continuous employment with the City of South Miami while a member of the Plan. Continuous employment prior to becoming a member of the South Miami Pension Plan counts as Credited Service for Tier 2 Members and AMSC Members for all purposes except benefit accrual.

Earnings	General Employees (including AMSC) – Earnings prior to October 1, 2011 include regular wages and salaries, hazardous pay, overtime pay, vacation, sick leave, holiday pay, clothing allowance, educational incentive, and extra duty pay, but excludes accruals such as vacation, holiday pay, sick leave and compensatory time. Earnings after October 1, 2011 include only basic compensation but excludes commissions, overtime pay, bonuses and any other forms of additional compensation other than base wages. Police Officers – Earnings prior to October 1, 2011 (October 1, 2016 for Lieutenants and Captains) include regular wages and salaries, hazardous pay, overtime pay, vacation, sick leave, holiday pay, clothing allowance, educational incentive, and extra duty pay, but excludes accruals such as vacation, holiday pay, sick leave and compensatory time. Earnings after October 1, 2011 (October 1, 2016 for Lieutenants and Captains) include regular wages and salaries, hazardous pay, up to 300 hours overtime pay in a fiscal year, vacation, sick leave, holiday pay, clothing allowance and educational incentive but excludes extra duty or outside duty detail, accrued unused sick and annual leave, shift differential pay, assignment pay, and bonuses. Notwithstanding anything herein to the contrary, shift differential pay, assignment pay and bonuses for earned on or after October 7, 2025 shall be considered a part of the annual compensation for purposes of calculating retirement benefits.
Final Average Compensation (FAC)	Tier 1 General Employees – FAC as of October 1, 2011 consists of the average of the last 3 years of earnings. FAC after October 1, 2011 consists of the greater of the October 1, 2011 FAC or the average of the last 5 years of basic compensation. Tier 2 General Employees – Average earnings for the highest 8 years of Credited Service. AMSC – Average earnings for the highest 5 years of Credited Service.

Police Officers – FAC as of October 1, 2011 (October 1, 2016 for Lieutenants and Captains) consists of the greater of the highest 5 years of earnings in the last 10 years of service or the average of the last 3 years of earnings. FAC after October 1, 2011 (October 1, 2016 for Lieutenants and Captains) consists of the greater of the October 1, 2011 (October 1, 2016 for Lieutenants and Captains) FAC or the average earnings for the highest 5 years.

Normal Retirement

Eligibility

Tier 1 General Employees – Age 55 with 10 years of Credited Service for benefits accrued as of September 30, 2011. Age 60 with 10 years of Credited Service for benefits accrued after September 30, 2011, including increases in the accrued benefit as of September 30, 2011 due to increases in the Final Average Compensation.

Tier 2 General Employees – Earlier of 1) Age 65 with 10 years of Credited Service, or 2) 33 years of Credited Service, regardless of age.

AMSC – Earlier of 1) Age 60 with 5 years of Credited Service, 2) age 55 with 20 years of Credited Service, or 3) 33 years of Credited Service, regardless of age.

Police Officers – Earlier of 1) Age 55 with 10 years of Credited Service, or 2) 25 years of Credited Service, regardless of age.

Benefit

Product of 1) Final Average Compensation, 2) Credited Service, and 3) benefit percentage. The benefit percentages are as follows:

Tier 1 General Employees:

Credited Service	Percentage
Prior to 10/1/1999:	2.50%
10/1/1999 – 9/30/2011:	2.75%
On and after 10/1/2011:	2.25%

Tier 2 General Employees:

Credited Service	Percentage
On and after 10/1/2016:	1.60%

AMSC:

Credited Service	Percentage
On and after 10/1/2016:	3.00%

Police Officers:

Credited Service	Percentage
Prior to 10/1/1995:	2.00%
10/1/1995 – 9/30/1996	2.25%
10/1/1996 – 9/30/1997	2.50%
10/1/1997 – 9/30/2001	2.75%
10/1/2001 – 9/30/2002	2.80%
10/1/2002 – 9/30/2003	2.90%
On and after 10/1/2003	3.00%

Form of Benefit: Life annuity with a guarantee of a refund of accumulated Member Contributions. For Police Officers, the first 120 payments are guaranteed.

Early Retirement (Police Officers)

Eligibility: Age 50 with 10 years of Credited Service

Benefit: Accrued benefit, reduced 3.0% per year from the Normal Retirement Date.

Service-Connected Disability Retirement (Police Officers)

Eligibility: Totally and permanently disabled for a six-month period while actively employed.

Benefit: Accrued benefit as of the date of disability, but not less than 42% of Final Average Compensation, payable immediately for life with 120 payments guaranteed.

Non Service-Connected Disability Retirement

Eligibility	Totally and permanently disabled for a six-month period while actively employed.
Benefit	Accrued benefit as of the date of disability, actuarially reduced as for Early retirement for early commencement. For Police Officers, the first 120 payments are guaranteed. Additionally, for Police Officers with at least 10 years of Credited Service, the benefit is not reduced for early commencement, and it is not less than 25% of Final Average Compensation.

Pre-Retirement Death Benefit

Vested	Beneficiary will receive benefit payable as if the deceased Member had terminated employment on the day before death and survived to the earliest retirement date and elected the 50% Joint and Contingent form of payment, reduced for early retirement, and died the next day. The beneficiary may elect to defer payment until the deceased Member's Normal Retirement Date. For Police Officers, the first 120 payments are guaranteed.
Non-Vested	Refund of Member's Accumulated Contributions

Terminated Benefit

Vesting Schedule	For AMSC Members, 100% after 5 years of Credited Service. For all other members, 100% after 10 years of Credited Service.
Benefit Amount	Member will receive the vested portion of the accrued benefit payable at the Normal Retirement Date. A terminated Member may elect to receive a refund of Accumulated Contributions without interest in lieu of receiving any other Plan benefits.

Member Contributions	Tier 1 General Employees – 7.0% of annual compensation. Should the actuarially determined City contribution exceed 7.0%, not including expenses, both the City and Tier 1 General Employees will share equally in the amount more than 7.0%. Tier 1 General Employees' Contributions are capped at 10%. Tier 2 General Employees – 3.0% of annual compensation.

	AMSC – 7.0% of annual compensation. Police Officers – 7.5% of annual compensation. Should the actuarially determined City contribution exceed 7.5%, not including expenses, both the City and the Police Officers will share equally in the amount more than 7.5%. Police Officers' Contributions are capped at 12.0%.
Cost-of-Living Adjustments (COLAs)	Based on the consumer price index, with the cumulative increase limited to 3% per year. No COLA is provided for Tier 2 General Employees and AMSC employees who retired or entered the DROP prior to October 1, 2019. No COLA is provided on the portion of the benefit accrued after September 30, 2011 for Tier 1 General Employees who retired or entered the DROP prior to October 1, 2019.
Deferred Retirement Option Plan (DROP)	
Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not to exceed 60 months.
Rate of Return	Credited monthly with interest in an amount equal to 50% of the net yearly interest earned by the Plan for the preceding fiscal year, up to a maximum of 5% and a minimum of 0%. Effective June 21, 2022, the maximum interest credit is 6%.
Form of Distribution	Cash lump sum, periodic payments, an annuity or a combination thereof, only payable following separation of employment.

FROM PAGE 1A

FLU

"This is something we deal with every year," said Dr. Mary Jo Trepka, an infectious disease epidemiologist at Florida International University.

"There are things that people can do to protect themselves and help protect others," she added, noting that people can get vaccinated, mask up if they want, stay home if sick and take flu medication to help with symptoms.

HOW MUCH FLU, COVID AND RSV IS THERE IN FLORIDA?

Florida is one of many states reporting "very high" levels of influenza-like illness, according to data from the U.S. Centers for Disease Control and Prevention. That means many people are experiencing cough, fever and sore throat — common symptoms of flu, the common cold, COVID and other respiratory illnesses.

There are "moderate" levels of flu and RSV viral activity in the state's wastewater, with "very low" levels of COVID-19, federal data shows. Experts use wastewater data to get an idea of what viruses are circulating in a community.

Remember, some people get sicker than others. Young children, seniors and people with preexisting health conditions, for example, are at higher risk for severe illness.

Florida ERs are seeing "very high" levels of people coming in with the flu, CDC data shows. ERs have seen "high" levels of RSV, but it appears to be decreasing. COVID-19 levels remain "very low" but appear to be increasing.

WILL WE SEE MORE FLU IN MIAMI AND THE REST OF SOUTH FLORIDA?

Baptist Health South Florida, the largest health system in the region, has seen more patients seeking care for flu-like symptoms compared to previous years, according to Dr. Ernesto Sanz, a medical director of Baptist Health urgent care centers. Broward Health, one of the public hospital systems in Broward County, also saw more patients sick with flu-like symptoms the last two months of 2025 compared to the previous year.

Most patients sick with the flu have been able to go home to recover, according to Sanz. Most have tested positive for influenza A, similar to the rest of the country. And unlike previous years, he hasn't seen a lot of people sick with COVID.

The other good news: There may be some brief relief for people in Miami-Dade County. Miami-Dade ER visits for influenza-like symptoms have recently begun to tick down. Baptist Health has also recently noticed a slight decrease in flu-related urgent care visits, according to Sanz.

However, it's too soon to know whether that decreasing trend will continue, according to doctors and public health experts. It's not uncommon for viruses to spread more easily after the holidays, when people go back to school and work after traveling and gathering for parties.

Plus, it is still flu and cold season after all, which means we can expect to see people coughing and sniffling for a while longer. Flu season typically runs to May.

U.S. FLU, COVID AND RSV UPDATE

● The CDC is describing this 2025-2026 flu season as "moderately severe," with more than 11 million reported cases of influenza, 120,000 flu-related hospitalizations and 5,000 flu-related deaths so far. Of those deaths, nine were children.

● A mutated form of the influenza A strain H3N2 known as clade K or subclade K is behind many of the reported flu cases in the U.S. this season. Subclade K caused a severe flu season in several other countries, too.

● "Seasonal influenza activity is elevated and continues to increase across the country," the CDC said in its Monday update. "RSV activity is elevated in many areas of the country with emergency department visits and hospitalizations increasing among children 0-4 years old. COVID-19 activity is low but increasing nationally."

DOES THE FLU VACCINE WORK AGAINST SUBCLADE K? IS THERE STILL TIME TO GET IT?

Influenza, like other viruses, constantly mutates. And the "K" variant that has gained ground in the country was identified months after scientists had selected the strains to include in this year's flu vaccine formulation.

Even so, the existing flu vaccine is expected to provide some protection against the new subclade K variant that is going around, according to Sood and Trepka.

And no, it's not too late to get the influenza vaccine, according to the public health experts.

The CDC has traditionally recommended flu vaccines for people six months and older to help reduce risk for severe illness, though that changed this week. Health officials on Monday announced they would be scaling back the number of recommended vaccines for kids from 17 total to just 11. The CDC, which is overseen by U.S. Secretary of Health and Human Services and vaccine skeptic Robert F. Kennedy Jr., now says flu vaccines should only be given to a child if a doctor recommends them.

Most health insurance plans, including Medicare and Medicaid, provide free flu vaccines at in-network providers. People without insurance can often get free or low-cost flu vaccines at local health departments and community health centers.

It takes about two weeks after getting the flu shot for the body to develop antibody protections against the virus.

FROM PAGE 3A

LAWSUIT

icaid benefits based on a finding of financial ineligibility, the person or persons to whom that decision applies, and the reasons for that decision. The reasons must be set forth in sufficient detail to allow the recipient to assess the accuracy of the decision and decide whether to challenge the determination."

"Although the state presented evidence that it intends to modify its notices in the future as part of its modernization project (of the computer system), it has no immediate plans to correct the serious flaws in the NOCAs (Notice of Case Actions) and offered no evidence as to what information would be included in the modernized NOCAs," the judge wrote. "As such, absent injunctive relief, the state will continue to violate the constitutional rights of the class members."

Howard rejected a request by the plaintiffs' attorneys to reinstate to the Medicaid program people who have lost benefits and not been reinstated. The state, however, will have to provide adequate notices to such people about why their benefits were terminated, which could lead to hearings about reinstatement.

The lawsuit names as defendants Department of Children and Families Secretary Taylor Hatch and Agency for Health Care Administration Secretary Shevaun Harris. While the Agency for Health Care Administration runs much of the Medicaid program, the Department of Children and Families makes eligibility determinations.

Public Notice

NOTICE OF PUBLIC HEARING CONCERNING THE ISSUANCE BY MIAMI-DADE COUNTY, FLORIDA OF ITS AVIATION COMMERCIAL PAPER NOTES IN ONE OR MORE SERIES AND SUB-SERIES

Miami-Dade County, Florida (the "County") intends to issue from time to time, in one or more series and sub-series, pursuant to a plan of finance, its Miami-Dade County, Florida Aviation Commercial Paper Notes, Series ____ (AMT) (series designation to be inserted at the time of issuance) and other debt obligations (collectively, the "CP Notes"), in a principal amount outstanding at any one time not exceeding $600,000,000. The CP Notes are being issued for the purpose of financing a portion of the cost of certain terminal, concourse, baggage handling system, aircraft gate, passenger loading bridge, runway, taxiway, airside apron, hanger, fueling, cargo, navigation, safety, transit, roadway, hotel, parking, and other improvements and airport-related capital projects approved by the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), including, without limitation, the acquisition of approximately 2.6 acres of industrial/commercial land and related buildings for airport use within 0.9 miles from the boundaries of Miami International Airport described below and approximately 60 acres of land for airport use abutting Miami Executive Airport. All such facilities and projects are or will be owned by the County and located at either **Miami International Airport**, which is bounded by N.W. 36th Street, LeJeune Road, Perimeter Road and Milam Dairy Road, in Miami-Dade County; **Opa-locka Executive Airport**, 14201 N.W. 42nd Avenue, in Opa-locka; **Miami Executive Airport**, 12800 S.W. 145th Avenue, in Miami-Dade County; **Homestead General Aviation Airport**, 28700 S.W. 217th Avenue, in Homestead; or **Dade-Collier Training and Transition Airport**, 54575 Tamiami Trail East, in Ochopee.

Please take notice that the Board will hold a public hearing at 9:30 a.m. or as soon thereafter as may be heard, on January 21, 2026 in the Commission Chambers, on the second floor of the Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida, at which time any person may be heard regarding the facilities or projects being financed and the proposed issuance of the CP Notes. The documents regarding the proposed issuance of the CP Notes and other public records regarding the facilities and the projects being financed are in the possession of the Miami-Dade County Aviation Department (the "Aviation Department") and may be examined at reasonable times during business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, at the office of the Aviation Department at Miami International Airport located at Miami International Airport, Concourse E, Terminal Building, 5th Floor, Miami, Florida. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at this hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including testimony and evidence upon which the appeal is based.

JUAN FERNANDEZ-BARQUIN, ESQ.,
CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

For legal ads online, go to **http://legalads.miamidade.gov**

CITY OF SOUTH MIAMI, FLORIDA
CITY COMMISSION MEETING
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s):

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MULTI-YEAR EMPLOYMENT CONTRACT WITH THE CITY MANAGER AND AUTHORIZING ITS EXECUTION ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A SPECIAL EXCEPTION APPLICATION PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE, FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE; PROVIDING FOR CONDITIONS, ENFORCEMENT OF CONDITIONS, CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A DEVELOPMENT AGREEMENT WITH ALTA DEVELOPMENT LLC (DEVELOPER), PACMISO 13 CORP AND GREC PINECREST, LLC (OWNERS) FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE, PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, CORRECTIONS, IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16 "PENSIONS", ARTICLE II "CITY PENSION PLAN", BY AMENDING SECTION 16-14 "PENSION BENEFITS AND RETIREMENT DATE"; BY AMENDING SECTION 16-19 "CONTRIBUTIONS"; BY AMENDING SECTION 16-21 "PURCHASE OF CREDITED SERVICE"; BY AMENDING SECTION 16-28 "DEFERRED RETIREMENT OPTION PLAN ("DROP")", IN ORDER TO EFFECTUATE THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RETROACTIVELY EXTENDING THE PREVIOUS MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the Commission with respect to this matter, such person must 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. 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.

ADA: To request a modification to a policy, practice or procedure or to request an auxiliary aide or service in order to participate in a City program, activity or event, you must on or before 4:00 p.m. 3 business days before the meeting (not counting the day of the meeting) deliver your request to the City Clerk by telephone: 305-663-6340, by mail at 6130 Sunset Drive, South Miami, Florida or email at npayne@southmiamifl.gov.

Nkenga A. Payne, CMC, FCRM
City Clerk

CITY OF SOUTH MIAMI
CITY COMMISSION MEETING
NOTICE OF LAND DEVELOPMENT CODE AMENDMENT FOR HEALTH CARE USES IN GENERAL RETAIL (GR)

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s) on first reading:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTION 20-3.3 "PERMITTED USE SCHEDULE," OF THE LAND DEVELOPMENT CODE TO ALLOW CERTAIN MEDICAL AND HEALTH CARE RELATED USES IN THE GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the Commission with respect to this matter, such person must 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. 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.

ADA: To request a modification to a policy, practice or procedure or to request an auxiliary aide or service in order to participate in a City program, activity or event, you must on or before 4:00 p.m. 3 business days before the meeting (not counting the day of the meeting) deliver your request to the City Clerk by telephone: 305-663-6340, by mail at 6130 Sunset Drive, South Miami, Florida or email at npayne@southmiamifl.gov.

Nkenga A. Payne, CMC, FCRM
City Clerk

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	Finance Department
Item Type:	Ordinance
Agenda Section:	ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

Subject:
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.
3/5 (CITY MANAGER-FINANCE DEPT.)

Suggested Action:

Attachments:
Memo_2_LOC_2025_-_Regions.docx
4CE4048-Ordinance Approving Regions Bank for GO Line of Credit CAv2.DOCX
South Miami LOC RFP Response Summary.pdf
South Miami - Series 2025 General Obligation Line of Credit RFP.pdf
Regions.pdf
Seacoast National Bank - Term sheet.pdf
Truist.pdf
United Community Bank - Term Sheet - 11-4-2025.pdf
BUSINESS IMPACT ESTIMATE - Regions 6.7 LOC.docx
Ad.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

To: The Honorable Mayor, Vice Mayor, and Members of the City Commission

From: Genaro "Chip" Iglesias, City Manager

Date: January 20, 2025

Subject: Approval of this Ordinance to Select Regions Capital Advantage, Inc. for a $6.7 Million Line of Credit Financing

RECOMMENDATION:

Approve the Ordinance selecting Regions Capital Advantage, Inc. for a $6.7 Million Line of Credit Financing.

The City has completed negotiations with Regions Capital Advantage, Inc. and has secured a finalized term sheet for the Line of Credit in an amount not to exceed $6,700,000. The negotiated terms reflect the same priorities that guided the City's original solicitation, which are minimizing overall borrowing costs, preserving flexibility during the draw period, and avoiding fee structures that could penalize the City when borrowing needs fluctuate. Just as importantly, the final terms align with the City's near-term cash flow planning while supporting timely implementation of projects authorized under the 2024 General Obligation Bond Referendum.

Under the agreed structure, the Line of Credit will provide interim financing for eligible capital projects while allowing the City to maintain liquidity for operations and unforeseen needs. The final term sheet includes a 24-month draw period and a variable interest rate based on SOFR, along with customary closing requirements. Regions has confirmed there is no unused fee component, which was a key issue in prior negotiations with the first ranked proposer and a central consideration in the City's decision to move forward with Regions. The agreement also preserves the City's ability to convert the outstanding balance to a term loan, if needed, under defined conversion provisions that support long range financing planning.

Staff and the City's Financial advisor have reviewed the final terms and confirm they are consistent with the City's financing strategy for the next two years and provide a competitive and workable approach to funding the initial phase of these voter approved improvements. With the term sheet now successfully negotiated and ready for execution upon approval, the City is prepared to proceed with adoption of the Ordinance approving the Line of Credit and the

companion Resolution setting forth the specific terms and authorizing the necessary actions to close the transaction.

BACKGROUND:

The City of South Miami, working with PFM Financial Advisors LLC, issued a Request for Proposals to identify a financial institution that could provide a Line of Credit with the lowest overall borrowing cost and the most favorable terms. The Line of Credit will be a direct placement loan in an amount not to exceed $6,700,000, and the City will not establish a debt service reserve fund for this borrowing.

The Line of Credit will provide interim financing for projects authorized under the City's 2024 General Obligation Bond Referendum, approved by voters in the amount of $65 million. Proceeds will support culvert improvements, bridge repairs over the Twin Lake Canal, and the acquisition of land for park development. Establishing a Line of Credit allows the City to preserve cash reserves and maintain liquidity for daily operations and unexpected needs while moving forward with essential capital projects. It also ensures that the cost of long-term improvements is shared by future residents who will benefit from them.

Following a detailed evaluation of the four proposals received, PFM and City staff initially recommended Truist Bank because it offered the lowest indicative interest rate and strong overall terms. However, after additional discussions with Truist, the City was unable to secure the removal of the unused fee of 19 basis points. This fee would apply in any period in which utilization falls below 50 percent. Despite the City's efforts to negotiate, Truist was not amenable to modifying this provision.

Because of the significance of that cost component and its impact on long-term borrowing efficiency, the City is withdrawing the ordinance that originally selected Truist at first reading and is now moving forward with Regions Capital Advantage, Inc., the City's second-ranked proposer. Regions offered competitive pricing, did not require an unused fee, and provided terms that align with the City's operational plans and financing strategy.

OVERVIEW OF PROPOSALS

The City received four proposals for the $6.7 million Line of Credit:

- Regions Capital Advantage, Inc.
- Seacoast National Bank
- Truist Bank
- United Community Bank

All institutions offered a 24-month draw period and a variable rate structure, each with different fee and conversion features.

RATE COMPARISON

All four banks based their variable rates on SOFR. Truist Bank offered the lowest indicative rate at 3.64 percent for Option 1, followed by Regions at 3.70 percent, United Community Bank at 4.15 percent, and Seacoast National Bank at 5.09 percent.

FEES AND COST STRUCTURE

United Community Bank proposed the lowest bank counsel fee and no unused or commitment fees. Truist included a 0.19 percent unused fee that is waived only when utilization exceeds 50 percent. Regions did not require an unused fee and proposed customary ancillary costs. Seacoast required higher fees, including a 0.50 percent commitment fee, a term sheet fee, and a significant deposit requirement that reduced overall flexibility.

LOAN TERMS AND FLEXIBILITY

All proposals allowed conversion to a term loan for up to five years. Truist and Regions offered clear conversion schedules, while United Community Bank provided strong flexibility in draw frequency and prepayment. Regions permitted one draw per month with an additional draw at closing. Seacoast's terms were the most restrictive.

OVERALL EVALUATION

- Lowest Rate: Truist Bank
- Lowest Fees: United Community Bank
- Most Restrictive Terms: Seacoast National Bank
- Most Balanced Proposal: Regions Capital Advantage

Truist provided the lowest indicative rate and transparent loan mechanics. United Community Bank offered favorable fees but higher interest costs. Regions presented a balanced proposal with competitive pricing and operational flexibility.

ATTACHMENTS

- Ordinance approving Regions
- Series 2025 General Obligation Line of Credit RFP
- PFM RFP Response Summary
- Proposals Submitted

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on July 18, 2024, the City Commission (the "Commission") of City of South Miami, Florida (the "City") adopted Resolution No. 097-24-16202 calling for a referendum (the "Referendum") in conjunction with a general election on November 5, 2024 to submit to the electorate of the City a bond referendum to decide whether the City should be authorized to issue not exceeding $65,000,000 in principal amount of general obligation bonds (the "Bonds"), in one or more series, for the purpose of acquiring, constructing, reconstructing, improving and equipping various capital improvements, real property, and infrastructure for Parks and Recreation, Public Works, and Public Safety (collectively, the "Projects"); and

WHEREAS, at such special election on November 5, 2024, the issuance of the Bonds was approved by the qualified electors of the City in accordance with the applicable laws of the State of Florida (the "State"); and

WHEREAS, the Commission desires to authorize the issuance of the first series of the Bonds in an amount not exceeding $6,700,000 (the "2026 Note") for the purpose of financing a portion of the costs of the Projects, including but not limited to culvert improvements, bridge repairs over the twin lake canal, and the acquisition of land for park development (collectively, the "2026 Project"), and paying costs of issuance of the 2026 Note; and

WHEREAS, pursuant to the Constitution and laws of the State, including, without limitation, Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, the City Charter (collectively, the "Act"), and the Referendum, the City is duly authorized to issue the 2026 Note and pledge the ad valorem taxes levied by the City to the payment of the 2026 Note; and

WHEREAS, on October 14, 2025, on behalf of the Commission, PFM Financial Advisors LLC, the financial advisor to the City (the "Financial Advisor") distributed a Request for Proposals with respect to the purchase from the City of the 2026 Note and providing a line of credit in connection therewith (the "Line of Credit"); and

WHEREAS, the City through its Financial Advisor received four proposals from certain financial institutions on November 4, 2025; and

WHEREAS, the Commission has determined that based upon the proposals and the recommendation of the Financial Advisor and the Chief Financial Officer, it is in the best interest of the City and its citizens to accept the proposal (the "Proposal") from Regions Capital Advantage, Inc. (the "Purchaser") to purchase the 2026 Note and provide the Line of Credit, which Proposal is attached as "Exhibit A," the terms of which are hereby incorporated herein and made a part hereof; and

WHEREAS, the Commission finds that this Ordinance is in the best interest and welfare of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF CITY OF SOUTH MIAMI, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization of 2026 Note and Line of Credit. In accordance with the provisions of the Charter of City of South Miami, Florida, and Chapter 166, Florida Statutes, there is hereby authorized to be issued the 2026 Note, in an aggregate principal amount not to exceed $6,700,000, for the purpose of financing the 2026 Project and paying costs of issuance of the 2026 Note. The 2026 Note shall be designated "City of South Miami, Florida General Obligation Note, Series 2026," or such other designation as may be approved by supplemental resolution, shall be dated such date, shall be in such denomination, shall be stated to mature no later than seven and one-half (7.5) years from its dated date, and shall bear interest from its dated date at a rate or rates not exceeding the maximum rate permitted by law at the time of issuance of the 2026 Note, shall be subject to redemption at the option of the City at such times and prices, and shall have such other details, all as shall hereafter be determined by the Commission by supplemental resolution (the "2026 Note Resolution"). The Note shall be issued pursuant to the Line of Credit Agreement between the City and the Purchaser (the "Line of Credit Agreement"). The 2026 Note Resolution may be adopted and the 2026 Note may be issued, at any time after the effective date of this Ordinance.

Section 3. Authorization of Officials. The City Manager, the City Chief Financial Officer, the City Attorney as Bond Counsel to the City, and the Financial Advisor for the City are each hereby authorized to negotiate with the Purchaser for the purchase of the 2026 Note and with respect to the structure and terms of the 2026 Note, which will be in the form of a Line of Credit drawn down over time. The final structure and terms of the 2026 Note and the Line of Credit Agreement, as so agreed to by the City Manager, shall be set forth, and presented to the Commission,

in the 2026 Note Resolution. The City Attorney as Bond Counsel to the City are hereby authorized to draft documents and to do all other things necessary to accomplish the issuance and sale of the 2026 Note and the execution of the Line of Credit Agreement.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance 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 Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

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

PASSED on first reading on the __ day of _____, 2025.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2026.

ATTEST:

_____
CITY CLERK

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF

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

APPROVED:

_____
MAYOR

COMMISSION VOTE:
Mayor Javier Fernández:
Vice Mayor Brian Corey:
Commissioner Lisa Bonich:
Commissioner Steve Calle:
Commissioner Danny Rodriguez:

EXHIBIT A

PURCHASER'S PROPOSAL

City of South Miami
$6,700,000 2025 Line of Credit

	Regions Capital Advantage, Inc.	Seacoast National Bank	Truist Bank	United Community Bank
Contact Information	Oscar Herrera 2800 Ponce de Leon Boulevard Coral Gables, FL 33134 305-244-4842 oscar.herrera@regions.com	Jacqueline Modia 1518 San Ignacio Ave Miami, FL 33146 305-666-8488 Jacqueline.Modia@SeacoastBank.com	Linda M. Neverson 515 East Las Olas Blvd, 7th Floor Ft. Lauderdale, Florida 33301 954-233-9727 Linda.Neverson@truist.com	Alex Johnston 110 Oakwood Drive, Suite 410 Winston Salem, NC 27103 743-333-5613 alex_johnston@ucbi.com
Draw Period Length	24 Months	24 Months	24 Months	24 Months
Term Out	Not to exceed 5 years	Not Provided	Advances outstanding shall convert to a Term Loan to be amortized over 5 year period payable in 10 equal semiannual installments accruing interest at a market Interest Rate to be determined at such time.	Up to 5 years; the fixed rate will be based on the all-in variable rate
Financing Type	Variable Rate Line of Credit	Variable Rate Line of Credit	Variable Rate Line of Credit	Variable Rate Line of Credit
Indicative Interest Rates ***Variable Rates used for rate calculations:*** ***Daily SOFR (as of 11/3/25)= 4.13%*** ***1 Mo SOFR (as of 11/4/25)= 3.984%***	Draw Period Floating Rate: 3.70% Fixed Rate Term Loan: 3.35%	5.09%	Option 1 - 3.64% Option 2 - 3.60%	4.15%
Calculation	Draw Period Floating Rate: 79% of 1-Month Term SOFR + 0.54% Fixed Rate Term Loan: Set on Conversion Date using a formula of 79% of 5-Year US Treasury, + 0.42%	1 Month SOFR + 90 bps	Option 1 - 79% of 1M Term SOFR + 0.48% Option 2 - 79% of Daily SOFR + 0.34%	79% of 1M Term SOFR + 100bps
Prepayment	During Draw Period: Prepayable without penalty After Conversion Date: Prepayable without penalty after 30 months from conversion date, only on an interest payment date. Partial prepayment applied in inverse order of maturities.	Not Noted in Proposal	Not Noted in Proposal	No prepayment penalty
Unutilized Fee	N/A	N/A	Unused fee: 0.19%, charged and payable quarterly in arrears. Fee Waiver: the Unused Fee shall be waived for each quarter where the utilization on the Line is greater than 50%	None
Bank Counsel Fee	Not to exceed $12,000	Not Provided	$15,000	$6,500
Other Conditions	- Loan initially as a draw-down loan, and advances shall not exceed 1 advance per month, each in a minimum amount of $500,000; Lender will allow a one-time draw of less than $500,000, to pay costs of issuance at the closing of the Loan. - During the Draw Period, interest will be payable monthly; upon conversion, principal and interest will be payable semiannually - Borrower agrees to reimburse the Lender for all such fees, costs, and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated.	- 24 month interest only with an option to convert balance to a term loan at where monthly principal and interest payments will based on a 60 amortization schedule. - Commitment Fee: 0.50% of initial loan amount - $5,000 term sheet fee due with signed letter; if bank grants final approval, fee credited to applicable loan fees at closing, but if bank grants approval and loan not accepted, fee is non-refundable - Within 60 days of closing, depository account to be opened and funded with a balance of $300,000	- Line may be drawn on or paid down on a non-revolving basis, with draws limited to no more than1 per month for an amount of no less than $100,000. If more frequent or smaller draws are needed by the Authority, this limit can be discussed and adjusted. - Bank Counsel fee shall be paid by the Borrower, whether or not the Loan closes	- All legal fees shall be paid by the Borrower whether or not the Loan closes

CITY OF SOUTH MIAMI, FLORIDA
2025 LINE OF CREDIT
REQUEST FOR PROPOSALS
DATED OCTOBER 14, 2025

PFM Financial Advisors LLC ("PFM") is distributing this request for proposals (the "RFP") on behalf of the City of South Miami, Florida (the "City") to identify the institution that can provide the City with a Line of Credit (the "LOC") at the lowest overall borrowing cost and terms most favorable to the City, pursuant to certain conditions as determined by the City, in an aggregate principal amount of not to exceed **$6,700,000.** The City will not provide a debt service reserve fund for the LOC. The LOC will be a directly-placed loan to be held by the selected provider, and the City will not prepare any offering documents or commit to provide any continuing disclosure information specific to the LOC.

The purpose of the LOC is to provide interim financing for projects authorized under the City's 2024 general obligation bond referendum, approved by the City's voters in the amount of $65 million. Specifically, the City will use the interim financing for culvert improvements within the City, bridge repairs over Twin Lake Canal and the purchase of land to be used as a park.

A tentative calendar for the LOC is as follows:

October 14, 2025	RFP circulated
October 21, 2025	Questions related to RFP Due
November 4, 2025	**Responses due (2:00 p.m. ET)**
November 6, 2025	City staff reviews responses
January 6, 2026	City Commission Approval
On/prior to January 13, 2026	Closing

The City may, at its sole discretion, determine that none of the responses meet its goals and objectives and may elect to terminate or extend the evaluation process.

SUBMISSION REQUIREMENTS

An electronic copy of your response should be emailed to Alfredo Riverol, Chief Financial Officer (ARiverol@southmiamifl.gov) no later than **2:00 p.m. eastern time on November 4, 2025**. Please also send a copy of your response (via email) to the City's Financial Advisor, PFM, addressed to Pete Varona (varonap@pfm.com) and Sergio Masvidal (masvidals@pfm.com) by the submission deadline.

Any questions relating to the RFP must be submitted to PFM, addressed to Pete Varona (varonap@pfm.com) and Sergio Masvidal (masvidals@pfm.com) in writing no later than October 21, 2025.

The following describes the City's requirements in establishing the LOC:

1. Amounts: The City is requesting a LOC for an amount up to $6.7 million. The City may draw up to the maximum amount of the LOC. The City does not have a draw schedule in place at this time.

2. Structure: The City desires to have the flexibility to draw on the LOC for a period of twenty-four (24) months. At the end of the draw period, the City would prefer the option to convert the line of credit to a term loan with an amortization period of preferably 5 years, but no less than 3 years. Other options may be considered. That said, the City expects to refinance the LOC into long-term term-loan financing during or at the end of the draw period.

3. Interest Rate Options: The City requests a variable rate loan based on SIFMA, SOFR, or a similar publicly available index. Provide a quote for a tax-exempt LOC. Please detail provisions for setting the interest rate upon conversion to a term loan at the end of the draw period, if that option is offered.

   It is the preference of the City to avoid or minimize an unutilized fee. The City will give preference to responses that feature no, or minor unutilized fee options.

4. Repayment Provisions: During the draw period, the City expects to pay interest only on a monthly basis. After the termination of the draw period, the City would either pay the LOC off, or if a term-loan option is available, make principal and interest payments, with the outstanding principal to be amortized over a period of not less than three (3) years. During the term loan period, principal and interest payments on the outstanding principal balance of the LOC will be fixed and calculated on a 30/360-day basis and will be paid semiannually on March 1 and September 1, beginning on the September 1 or March 1 after the conclusion of the draw period. Alternative payment frequencies (monthly, etc.) will be considered.

5. Prepayment Provisions: The LOC shall be prepayable with no prepayment penalty, in whole or in part at any time.

6. No Reserve: The City will not fund a debt service reserve to secure the LOC.

7. CUSIP: No CUSIP Numbers or ratings will be obtained with respect to the LOC.

8. Security: In each fiscal year while the LOC is outstanding there shall be assessed, levied and collected an ad valorem tax, without limitation as to rate or amount, on all taxable property within the corporate limits of the City (excluding exemptions as provided by applicable law), in addition to all other taxes, sufficient in amount to pay the principal of and interest on the LOC as the same shall become due and payable.

   The ad valorem tax assessed, levied and collected for the security and payment of the LOC shall be assessed, levied and collected in the same manner and at the same time as other taxes are assessed, levied and collected and the proceeds of said tax shall be applied solely to the payment of the principal of and interest on the LOC.

   The full faith, credit and taxing power of the City will be irrevocably pledged to the punctual payment of the principal of, interest on and prepayment premium, if any, with respect to the LOC as the same shall become due and payable.

   The Owner shall have a first lien on the ad valorem taxes pledged to secure the LOC (including the proceeds derived from the sale of tax certificates in the event of a delinquency in such payment of taxes) and the other monies, if any, on deposit in the funds and accounts created under the Bond Resolution, including all earnings thereon.

   The City will diligently enforce its right to receive tax revenues and will diligently enforce and collect such taxes. The City will not take any action that will impair or adversely affect its rights to levy, collect and receive said taxes, or impair or adversely affect in any manner the pledge made under the Bond Resolution or the rights of the Owner.

   To the extent the ad valorem revenues are comingled with other ad valorem revenues levied and collected to pay debt service on any other debt or obligation secured by or payable from ad valorem revenues, the City agrees to pay the principal of and interest on theLOC on a pro rata basis with any other debt or obligation secured by or payable from the total ad valorem revenues collected for such purpose. Please see **Exhibit A** for a summary of the City's finances.

9. Tax-Exemption: The City will enter into such covenants as shall be necessary, in the opinion of Bond Counsel, to assure compliance by the City with the Internal Revenue Code of 1986, as amended (the "Code"), and to qualify interest on the LOC for exclusion from gross income for federal income tax purposes as set forth in the opinion of Bond Counsel hereinafter mentioned. The City requests offers without capital adequacy or other interest rate adjustment language with respect to changes to tax law. The only interest rate adjustment provision the City will consider is one imposed as the result of a final, non-appealable ruling of the IRS or a court of competent jurisdiction declaring interest on the LOC to be includable in gross income of the holder thereof for federal income tax purposes and which results solely from the action or inaction of the City.

10. Loan documents: Loan documents, including the form of LOC agreement embodying the terms hereof and of the accepted proposal, shall be prepared by Bond Counsel for the City. Every effort shall be made to provide the Lender and its Counsel with drafts of the loan and closing documents for review and comment at least one week prior to closing.

11. Closing Documents: As a condition of closing the City shall deliver to the Lender the following:

A. An Opinion of Bond Counsel, substantially to the effect that: 1) the City is duly authorized and empowered under the laws of Florida to enter into the LOC; 2) the Ordinance and Resolution under which the LOC is authorized and secured have been duly adopted by the City Commission and authorize the issuance of the LOC; 3) interest on the LOC is not includible in gross income for Federal income tax purposes under Section 103(a) of the Code; and 4) the LOC agreement is a valid and binding obligation of the City enforceable in accordance with the terms thereof, subject to standard exceptions for bankruptcy, creditors' rights and equitable principles;

B. Such other documents, certificates and instruments as shall be required by Bond Counsel, to evidence compliance with, or to comply with, the provisions of the Code, and applicable regulations thereunder, with respect to the exclusion of interest payable on the LOC from gross income for federal income tax purposes.

12. Closing: It is anticipated that closing for the LOC shall occur on or before January 13, 2026. Closing shall occur at a time and place mutually acceptable to the City and the Lender. The award of the RFP by the City does not obligate the City to close on the LOC.

13. Rejection of Proposals: The City expressly reserves the right to reject any and all proposals received in connection with this Request for Proposals and thereafter to negotiate with any proposer or other bank. The basis for acceptance of any proposal shall be that which is in the best interest of the City as determined solely by the City.

14. Amendment: Any time before responses are due the City reserves the right to amend or modify this Request for Proposals. Prospective bidders would be alerted to any amendments via email.

15. Accredited Investor Letter: At closing, the financial institution providing the LOC may be required to execute and deliver to the City an accredited investor letter in form and substance reasonably satisfactory to the City and Bond Counsel.

INSTRUCTIONS TO PROPOSERS

1. Proposers shall thoroughly examine and be familiar with the proposal specifications. Failure of any Proposer to receive or examine this document shall in no way relieve any Proposer of obligations pertaining to this RFP or the subsequent contract.

2. Any changes or modifications to the proposal specifications can result in the rejection of the proposal as not being responsive to this RFP.

3. The responsibility for emailing the proposal to the City and PFM on or before the specified date and time will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by transmission of the proposal or a delay caused by any other occurrence.

4. The response deadline shall be strictly observed. Under no circumstances will a proposal delivered after the time specified be considered.

5. Proposers will not be allowed to withdraw or modify their proposals for a period of ninety (90) days after the opening time and date.

6. The City reserves the right to reject the proposal of any Proposer who has previously failed in the proper performance of a contract or to deliver on time other contracts similar in nature, or who is not in a position to perform properly under this RFP.

7. Federal, state, City and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

8. No successful Proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the City.

9. Changes to the RFP may be made by and at the sole discretion of the City.

10. Warranties - The Proposer, in submission of its proposal, warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.

11. Collusion - The Proposer, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a Proposal for the same subject matter of this RFP, or with the City. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

12. Discriminatory Vendor List - Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By responding to this RFP, Proposer represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

13. Public Entity Crimes - Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By

responding to this RFP, Proposer represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

14. Anti-Human Trafficking Affidavit: Upon execution of the Line of Credit Agreement, the Proposer shall certify that it is in compliance with Section 787.06, Florida Statutes.

15. Public Records - Proposer shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent an award of the RFP to Proposer is subject to the requirements in Section 119.0701, Florida Statutes, Proposer shall:

A. Keep and maintain public records required by the City to perform the services provided hereunder.

B. Upon request from the City's custodian of public records, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. 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 term of the resulting contract and following completion of the contract if Proposer does not transfer the records to the City.

D. Upon completion of the resulting contract, transfer, at no cost, to the City all public records in the possession of Proposer or keep and maintain public records required by the City to perform the service. If Proposer transfers all public records to the City upon completion of the contract, Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the contract, Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

OTHER INFORMATION

1. The City reserves the right to cancel the RFP, accept or reject, in whole or in part, any or all Proposals, to waive minor irregularities or technicalities in the Proposals or in the RFP process, to adjust the tentative schedule as needed, and to enter into negotiations with Proposers as determined to be in the best interests of the City. A minor irregularity is defined as a variation from the RFP terms and conditions which does not affect the price of the RFP, give a Proposer an unfair advantage over other Proposers, or adversely impact the interests of the City. There is no obligation on the part of the City to award the RFP to the Proposer offering the lowest price to the City. The City reserves the right to award the RFP to the firm whose Proposal is judged to be the most advantageous to the City and to be in the best interests of the City. The City shall be the sole judge of which Proposal is in the best interests of the City. The City reserves the right to

obtain and review any information deemed necessary to determine the ability of the Proposer to carry out its obligations required under this RFP or any subsequent contract, including but not limited to its relevant experience and qualifications, the quality of its past performance, the Proposer's current and prior compliance with all laws and regulations, its financial strength and capability to perform the requirements of this RFP.

2. In the event that the Proposer selected by the City does not execute a contract within a timeframe acceptable to the City, the City may give notice of intent to award the LOC to the next most qualified Proposer or to call for new proposals and may proceed to act accordingly.

3. The City will not be responsible and will have no liability whatsoever for any costs incurred by a Proposer in preparing or submitting its response to this RFP.

Proposal
South Miami, Florida – 2025 General Obligation Line of Credit

Interest Rate: State the method of calculating the variable rate (index and spread). If there is a fee related to any unused balance or an upfront commitment fee, please detail. If there are any applicable discounts related to the unused/unutilized fee in regard to the amount that is drawn, please detail this in your response.

The City is requesting quotes for a tax-exempt LOC.

Prepayment Provisions: The LOC must be prepayable with no prepayment penalty, in whole or in part at any time.

Other Fees & Expenses: Describe in detail all fees and expenses, including fees and expenses of the Bank's outside counsel, if any, which the City will be responsible to pay. All fees and expenses in excess of those stated in the proposal shall be the sole responsibility of the Lender and will not be paid or reimbursed by the City.

EXHIBIT A

Please see the City's most recent audit and below for additional information on the City's outstanding secured debt.

- City FY 2024 Audit: https://www.southmiamifl.gov/DocumentCenter/View/8278/2024-south-miami

CITY OF SOUTH MIAMI, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Funds				
	General Fund	American Rescue Plan Fund	Capital Improvements Program Fund	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES					
Taxes:					
Property taxes	$ 9,940,743	$ -	$ -	$ -	$ 9,940,743
Utility taxes	2,450,228	-	-	-	2,450,228
Business taxes	716,795	-	-	-	716,795
Franchise taxes	1,423,576	-	-	-	1,423,576
Licenses and permits	3,174,643	-	-	797,130	3,971,773
Intergovernmental	2,000,530	895,201	-	1,209,193	4,104,924
Charges for services	5,593,990	-	-	21,955	5,615,945
Fines and forfeitures	1,160,601	-	-	1,542	1,162,143
Rents and royalties	223,432	-	-	-	223,432
Grants, contributions and donations	338,063	-	-	76,560	414,623
Interest income	1,581,083	225,503	-	210,038	2,016,624
Miscellaneous	257,105	-	-	337,029	594,134
Total revenues	28,860,789	1,120,704	-	2,653,447	32,634,940
EXPENDITURES					
Current:					
General government	5,447,184	228,013	-	5,711	5,680,908
Public safety	9,410,322	-	-	82,533	9,492,855
Public works	4,289,995	61,530	-	345,901	4,697,426
Culture and recreation	2,984,317	13,915	-	24,951	3,023,183
Debt Service:					
Principal	60,463	-	-	891,000	951,463
Interest and other charges	3,779	-	-	158,734	162,513
Capital outlay	-	591,743	5,421,244	1,513,171	7,526,158
Total expenditures	22,196,060	895,201	5,421,244	3,022,001	31,534,506
Excess (deficiency) of revenues over (under) expenditures	6,664,729	225,503	(5,421,244)	(368,554)	1,100,434
OTHER FINANCING SOURCES (USES)					
Transfers in	150,000	-	7,950,166	940,842	9,041,008
Transfers out	(8,891,008)	-	-	(150,000)	(9,041,008)
Total other financing sources (uses)	(8,741,008)	-	7,950,166	790,842	-
Net change in fund balances	(2,076,279)	225,503	2,528,922	422,288	1,100,434
Fund balances - beginning	21,645,041	249,262	2,633,729	4,978,846	29,506,878
Fund balances - ending	$ 19,568,762	$ 474,765	$ 5,162,651	$ 5,401,134	$ 30,607,312

November 4, 2025

Alfredo Riverol, CFO
City of South Miami
6130 Sunset Drive
South Miami, FLORIDA 33143

Reference: Up to $6.7MM Tax-Exempt, Non-Bank Qualified Draw-Down Line of Credit & Term Loan

Dear Mr. Riverol:

Regions Capital Advantage, Inc. (the "Lender") is pleased to furnish this Term Sheet (this "Term Sheet") to the City of South Miami, Florida (the "Borrower"). This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by Lender or create any obligation whatsoever on Lender's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Capital Advantage, Inc.

Borrower:	City of South Miami, Florida
Lender:	Regions Capital Advantage, Inc.
Role of Lender:	The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer and the Borrower have been informed that the Issuer and the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Borrower, respectively, deem appropriate before acting on this Term Sheet or any such other information, materials or communications.
Privately Negotiated Line:	The Borrower acknowledges and agrees that the Lender is purchasing the Bond in evidence of a privately negotiated loan and in that connection the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number.

Rebecca Reynolds-Russell, SVP
Government & Institutional Banking - Florida
100 N Tampa St, Suite 3400, Tampa, FL 33602
407.310.6074 | rebecca.reynolds@regions.com

Oscar Herrera, SVP
Commercial Banking – Miami-Dade
2800 Ponce de Leon Boulevard, Coral Gables, FL 33134
305.244.4842 | oscar.herrera@regions.com

Purpose:	The proceeds of the Line will be used for a) interim financing for culvert improvements within the City, bridge repairs over Twin Lake Canal and the purchase of land to be used as a park, and b) the issuance costs associated with the Line (collectively, the "Project").
Amount:	Up to $6,700,000
Structure:	Non-Bank Qualified Tax-Exempt Loan evidenced by a Note (the "Note", "Loan" or the "Debt Instrument"). The Loan will initially be structured as a draw-down loan and advances under the Loan shall not exceed one advance per month, each in a minimum amount of $500,000, from initial closing of the Loan to the end of the end of the draw-down period "Draw Period"), as may be requested from the Borrower from time to time. Additionally, Lender will allow a one-time draw of less than $500,000, to pay costs of issuance at the closing of the Loan. The Lender shall not be obligated to fund advance requests submitted while the Borrower is in violation of any covenant or other terms mutually agreed between the Borrower and Lender. Note will bear interest at a floating rate and be interest-only during the Draw Period. The Draw Period will be from the Closing Date through a date prior to which Project has been completed and all project funds have been requested. The Draw Period will not exceed twenty-four (24) months. Consequently, at the end of the Draw Period the Loan will convert to a fully amortizing, fixed rate term loan with required principal payments as outlined in the Repayment section of this term sheet on a date agreed upon by the Lender and Borrower (the "Conversion Date"). The term out period shall not exceed five (5) years.
Draw Period:	Up to twenty-four (24) months from the Closing Date
Conversion Date:	On or before February 1, 2028.
Maturity Date:	Up to sixty (60) months from the Conversion Date. Maturity date must fall on a payment due date.

Internal Use

Interest Rate: The Line is a Tax-Exempt, Non-Bank Qualified Debt Instrument.

Draw Period Floating Rate of 79% of 1-Month Term SOFR, plus 0.54% (3.70%, indicative as of 11/3/25).

Fixed Rate Term Loan will be set at Conversion Date using a formula of 79% of 5-Year US Treasury, plus 0.42% (3.35%, indicative as of 11/3/25).

These rates are offered for illustrative purposes only and do not constitute a commitment by the Lender to lend at the indicative rates. The actual initial variable rate for the Line may be higher or lower depending on market conditions at the time the Line is closed. The variable interest rate on this Line is subject to change from time to time based on changes in an independent index which is the SOFR index for the applicable Interest Period, (the "Index"). The Index is not necessarily the lowest rate charged by the Lender on its loans. In the event that Lender shall have reasonably determined (which determination shall be conclusive absent manifest error) that, by reason of circumstances beyond Lender's reasonable control affecting the Index, the Index is unavailable or cannot be determined then Lender, in its sole discretion, will designate a substitute index and provide notice to Borrower of such substitute index. Thereafter, such alternate index shall be deemed to be and shall become the Index as that term is used in this term sheet.

"Term SOFR" means with respect to any Interest Period the forward-looking term rate based on SOFR for a period comparable to the term of such Interest Period as published by the Term SOFR Administrator (or as published by such other comparable financial information reporting service used by Lender, in its sole discretion, at the time such rate is determined) on the day that is two (2) SIFMA Business Days prior to the first day of such Interest Period (or if not so reported, then as determined by the Lender from another recognized source, in Lender's sole discretion), subject to any corrections published by the Term SOFR Administrator. In any event, Term SOFR will not be less than zero percent (0%) per annum.

"Interest Period" means each period commencing on the last day of the immediately preceding Interest Period and ending on the same day of the month that interest is due [insert one month/three months/six months] thereafter; provided (i) the first Interest Period shall commence on the date hereof and end on the first day thereafter that interest is due, (ii) any Interest Period that ends in a month for which there is no day which numerically corresponds to the last day of the immediately preceding Interest Period shall end on the last day of the month and (iii) any Interest Period that would otherwise extend past the maturity date of this Note shall end on the maturity date of this Note.

"SIFMA Business Day" means any day that is not (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"SOFR" means a rate per annum equal to the secured overnight financing rate administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"Term SOFR Administrator" means the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of Term SOFR selected by the Lender in its sole discretion).

Internal Use

"Payment Date" means the first Business Day of each month, beginning the first Business Day of the month immediately succeeding the delivery of the Notes, and continuing regularly and monthly thereafter until the Maturity Date; provided, however, that if the Master Indenture Note is redeemed prior to the Maturity Date in accordance with the Loan Agreement and the Master Indenture Note, then the final Payment Date is the Termination Date.

Default Rate: The interest rate otherwise applicable to the Debt Instrument plus 6%.

Repayment: During the Draw Period, interest will be payable monthly (calculated on the basis of a 30-day month and a 360-day year) and due on the first (1st) calendar day of each month, commencing February 1, 2026.

Upon conversion to the Fixed Rate Term Loan, principal and interest will be payable semiannually (calculated on the basis of a 30-day month and a 360-day year) and due on each on March 1 and September 1, beginning on the September 1 or March 1 after the Conversion Date.

All payments are due on the same calendar day of the month.

Late Fee: A late fee of five percent (5%) of the total payment due will be applied to Borrower's account if payment is not received within 10 days of the payment due date.

Prepayment: During the Draw Period, the Borrower may, on any date, pay in advance the entire unpaid principal amount of this Note or any lesser portion or portions thereof by paying to the Lender the principal amount to be prepaid, plus interest accrued on such principal amount to the date of such prepayment.

After the Conversion Date, the Borrower may prepay the Note without penalty commencing 30 months from the Conversion Date. Prepayment must be on an interest payment date. Partial prepayment applied in inverse order of maturities.

The Borrower's notice of its intent to prepay shall be irrevocable.

Facility Fee: None

Covenants: Usual and customary for this type of financing, including but not limited to the following:

(1) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender:

(i.) audited financial statements, within 240 days of the end of each of the Borrower's fiscal years; and

(ii.) annual budget, within 30 days of adoption.

Other Fees, Costs and Expenses: The Borrower will be responsible for all out-of-pocket fees, costs, and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches, and recordation) incurred in connection with the negotiation, execution, delivery, administration, and enforcement of the Line Documents. In consideration of the undertakings of the Lender hereunder and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs, and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated. Butler Snow will serve as Lender's Counsel at a fee not-to-exceed $12,000.

Security: In each fiscal year while the Loan is outstanding there shall be assessed, levied and collected an ad valorem tax, without limitation as to rate or amount, on all taxable property within the corporate limits of the City (excluding exemptions as provided by applicable law), in addition to all other taxes, sufficient in amount to pay the principal of and interest on the Loan as the same shall become due and payable.

The ad valorem tax assessed, levied and collected for the security and payment of the Loan shall be assessed, levied and collected in the same manner and at the same time as other taxes are assessed, levied and collected and the proceeds of said tax shall be applied solely to the payment of the principal of and interest on the Loan.

The full faith, credit and taxing power of the City will be irrevocably pledged to the punctual payment of the principal of, interest on and prepayment premium, if any, with respect to the Loan as the same shall become due and payable.

The Lender shall have a first lien on the ad valorem taxes pledged to secure the Loan (including the proceeds derived from the sale of tax certificates in the event of a delinquency in such payment of taxes) and the other monies, if any, on deposit in the funds and accounts created under the Bond Resolution, including all earnings thereon.

The City will diligently enforce its right to receive tax revenues and will diligently enforce and collect such taxes. The City will not take any action that will impair or adversely affect its rights to levy, collect and receive said taxes, or impair or adversely affect in any manner the pledge made under the Bond Resolution or the rights of the Lender.

To the extent the ad valorem revenues are comingled with other ad valorem revenues levied and collected to pay debt service on any other debt or obligation secured by or payable from ad valorem revenues, the City agrees to pay the principal of and interest on the Loan on a pro rata basis with any other debt or obligation secured by or payable from the total ad valorem revenues collected for such purpose.

Determination of Taxability: Upon the occurrence of a Determination of Taxability of the Line due to the action or inaction of the Borrower, the Borrower agrees to pay to the Lender a rate of interest from the date of Line funding that would provide the Lender with an after-tax yield on the then outstanding principal amount of this Line at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred.

Internal Use

Representations and Warranties:	Usual and customary for this type of financing.
Defaults:	Usual and customary for this type of financing.
Remedies:	The Lender shall have all rights and remedies set forth in the Line Documents, and available at law and in equity, for the enforcement thereof.
Legal Opinions:	As an additional condition precedent to the Lender making the Line, the Borrower shall provide, among other things, the following opinions to the Lender: an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Florida to issue the Debt Instrument and execute and deliver the Line Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Line Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Line Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Florida.
Transfer Provisions:	The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Line, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Line Documents to any person without the prior written consent of the Lender.
Disclaimer:	This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.
US Patriot Act:	The Borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Borrower further represents and warrants to the Lender that the Borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Internal Use

Confidentiality:	The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.
Waiver of Jury Trial:	To the extent permitted by applicable law, each of the Borrower and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Borrower and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Term Sheet, the Debt Instrument or any of the other Line Documents. This provision is a material inducement for the Lender's determination to make the Line and for the parties to enter into the Line Documents.
Governing Law:	State of Florida

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through December 3, 2025. After such date, terms, conditions, and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

Internal Use

EXHIBIT A

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out-of-pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

ACCEPTANCE:

Borrower does hereby agree to all provisions contained in Exhibit A.

Borrower Signature:

City of South Miami, Florida

By: _____

Name: _____

Title: _____

Date: _____

October 30,2025

City of South Miami
6130 Sunset Dr.
South Miami, FL 33143

Loan Request: Commercial Line of Credit for $6,700,000.00 to provide interim financing for projects authorized under the City's 2024 general obligation bon referendum.

Dear Mr. Riverol,

Seacoast National Bank ("Bank") is pleased to state our intent to offer financing subject to the satisfactory completion of the Bank's underwriting procedures, compliance with all applicable Bank policies, and in accordance with the attached proposed terms and conditions. These proposed terms shall expire without notification if this proposal is not accepted by you on or before November 12th, 2025 ("Expiration"). In addition, the loan must close by no later than January 13,2026.

The purpose of this letter is limited to an expression of the Bank's intent to qualify the loans in good faith, in accordance with the stated terms and conditions, and to provide you a timely indication of the Bank's position regarding your loan applications. Please be advised, however, that the terms and conditions stated in this letter may be changed in response to disclosures discovered during the underwriting process or changes in statutory or regulatory considerations relative to your loan requests. The issuance of this letter does not represent a final commitment for financing and in no way obligates the Bank to approve the loans in any form.

In order to proceed with your loan request, please review the proposed terms and conditions and, if acceptable, sign, date and return the original of this letter to the undersigned prior to Expiration as stated above with a $5,000 term sheet fee, to accompany the signed original of this letter. If the Bank grants final approval of your request in substantive accordance with the proposed terms and conditions as set forth in this letter, then the fee shall be credited to applicable loan fees at closing. If final approval is granted in substantive accordance with the proposed terms and conditions and you elect not to accept the loans, then these monies will become non-refundable, and you agree to the full retainage of the fees by the Bank. If the terms and conditions of the final approvals vary substantially from the terms and conditions set forth in this letter and you elect not to accept the loan, or should the loan be declined by the Bank, the fee will be fully refunded to you after payment of all third-party charges.

Seacoast National Bank is pleased to express our interest in your loan request and appreciates the opportunity to service your banking needs. Should you have questions or items of discussion regarding our proposal, please contact me directly at 305-398-8893.

Sincerely,

Jacqueline Modia
Jacqueline Modia
Commercial Leader
1518 San Ignacio Ave
Miami, FL 33146

I have reviewed and hereby accept the proposed terms and conditions stated in this letter.

BORROWER:

_____
City of South Miami

TERM SHEET
SEACOAST NATIONAL BANK

October 30,2025

Set forth below is a preliminary outline of terms that may be appropriate for your request. This is not a loan commitment or an agreement of any kind by Seacoast National Bank ("Bank"). Neither this term sheet nor any other discussions between us shall imply any obligation on the part of the Bank to continue to discuss or enter into any future agreement with respect to any financing. Notwithstanding the exchange of term sheets such as this one, or correspondence or discussions relating to financing, whether or not containing expressions suggesting an agreement or understanding, no such commitment or agreement will exist unless and until it is embodied in a formal document and executed specifically as a loan commitment or other agreement by an authorized officer of the Bank. This term sheet is transmitted CONFIDENTIALLY for the sole use of the individual(s) and entities shown herein, and it may not be forwarded or disclosed to others without the express consent of the Bank.

Borrower:	City of South Miami
Purpose:	Tax Exempt Commercial Line of Credit for $6,700,000.00 to provide interim financing for projects authorized under the City's 2024 general obligation bond referendum.
Loan Amount:	$6,700,000.00
Term / Maturity:	24 month draw period/ Remaining balance fully amortized over 60 months
Repayment:	24 month interest only with an option to convert balance to a term loan at where monthly principal and interest payments will based on a 60 amortization schedule.
Interest Rate:	1 Month SOFR plus 90 bps (current rate of 5.09%)
Commitment Fee:	0.50% of initial loan amount
Closing Expenses:	Borrower's bond counsel to prepare the loan closing package and bank counsel will provide oversight and review. Banks counsel fee will be passed along to the Borrower.

Prior to Closing Conditions:

1. City Commissions meeting minutes specifically outlining loan approval details as well as authorized parties that may sign the loan documents on behalf of the City of South Miami
2. Adoption of resolution authorizing the issuance of subject note

Financial Reporting Requirements Conditions:

1. Any Additional Financial information on the borrowing group that may be requested during final underwriting

Other Loan Conditions:

1. Borrower's to open a new depository account within 60 days of loan closing with a balance of $300,000

Confidentiality: This proposal and any and all information in any way relating to the proposal and/or closing of the transactions contemplated therein are strictly confidential and the Borrower may not disclose any information in any way relating to the same without the prior written consent of the Bank.

Linda M. Neverson
Senior Vice President
Specialized Industries & Institutional Finance
Government Banking

515 East Las Olas Blvd, 7th Floor
Ft. Lauderdale, Florida 33301
Office: 954.233.9727
Mobile: 305.452.0380
Linda.Neverson@truist.com

November 4, 2025

Sergio Masvidal
Managing Director
PFM
MasvidalS@PFM.com

Pete Varona
Senior Managing Consultant
PFM
VaronaP@PFM.com

Alfredo Riverol
Chief Financial Officer
City of South Miami
ARiverol@SouthMiamiFL.Gov

Re: Response to City of South Miami's ("Borrower" or "CRA") *Request for Proposals for a Nonrevolving Line of Credit*

Dear Sergio, Pete, and Alfredo:

Truist is pleased to respond to City of South Miami's *Request for Proposals for a Nonrevolving Line of Credit* with the attached summary of terms and conditions. We believe we have provided a proposal that focuses on those items of greatest importance to the City.

We believe our proposal offers:

- Competitive fixed pricing.
- A comprehensive solution that supports future financing needs.
- Speed of execution.

As a dedicated Relationship Manager with Truist, I bring experience working with various government entities. Additionally, Truist's specialized Government Banking team provides tailored cash management, treasury management and escrow services for governmental entities.

As you review the materials, please keep in mind a few benefits of banking with Truist:

- Truist's has extensive experience working with government entities, including structuring interim financing solutions, exampled by the following financings:
  - Manatee County, FL - $150,000,000, Nonrevolving Line to support Hurricane recovery efforts and bridge federal and state aid receipts.
  - City of Orlando, FL - $60,000,000, Nonrevolving Line to fund improvements to the Kia Center.
  - City of Daytona Beach, FL - $15,000,000, Nonrevolving Line to fund improvements to the Jackie Robinson Ballpark.
- Truist offers clients a diverse range of financial services to ensure flexibility. These services include bank and public bond financing, funding for infrastructure needs, vehicle and equipment leasing, financial risk management and working capital solutions.
- Financial strength. Truist is a well-capitalized institution that is ethically managed and generates strong operating results. Below are the current short-term and long-term ratings of Truist, including outlooks.

As of October 1, 2025	S&P	Moody's	Fitch	DBRS Morningstar
	Ratings (Long-Term / Short-Term)			
Bank Ratings				
Issuer	A / A-1	A3	A / F1	AA / R-1H
Deposits	No Rating	A1 / P-1	A+ / F1	AA
Senior Unsecured	A	A3	A	AA
Subordinated Debt	A-	(P) A3	A-	AAL
Ratings Outlook	Stable	Stable	Stable	Stable

Linda M. Neverson
Senior Vice President
Specialized Industries & Institutional Finance
Government Banking

515 East Las Olas Blvd, 7th Floor
Ft. Lauderdale, Florida 33301
Office: 954.233.9727
Mobile: 305.452.0380
Linda.Neverson@truist.com

On behalf of Truist Bank, I thank you for giving us the opportunity to grow our relationship with the City of South Miami. We believe the attached expresses our deep desire to continue a valued banking partnership. Please do not hesitate to reach out to me if you any questions regarding our proposal or if any of the terms and conditions do not fully meet the City's requirements.

Sincerely,

Linda Neverson

TRUIST

City of South Miami

Term Sheet

November 4, 2025

Truist Bank ("Bank"), on behalf of itself and its designated affiliate (the "Lender"), is pleased to submit the following summary of terms and conditions for discussion purposes only. The term sheet is non-binding and does not represent a commitment to lend. The term sheet is intended only as an outline of certain material terms of the requested financing and does not purport to summarize all of the conditions, covenants, representations, warranties, and other provisions that would be contained in any definitive documentation for the requested financing.

<table>
<tr><td>Borrower:</td><td>City of South Miami (the "City")</td></tr>
<tr><td>Lender:</td><td>Truist Commercial Equity, Inc.</td></tr>
<tr><td>Facility/Purpose / Description:</td><td>Tax-Exempt Line of Credit (the "Line"). The Line will provide interim funding for projects authorized under the City's 2024 General Obligation Bond Referendum, namely culvert improvements within the City, bridge repairs over Twin Lake Canal and the purchase of land to be used as a park.</td></tr>
<tr><td>Amount:</td><td>Up to $6,700,000.</td></tr>
<tr><td>Funding:</td><td>The Line may be drawn on or paid down on a non-revolving basis, with draws limited to no more than one (1) per month and for an amount of no less than $100,000. If more frequent or smaller draws are needed by the Authority, this limit can be discussed and adjusted.</td></tr>
<tr><td>Repayment:</td><td>Interest shall be due and payable on the first day of each month after a draw has been made. All principal and unpaid interest shall be due at maturity.</td></tr>
<tr><td>Interest Rate:</td><td><table><tr><th>Maturity Date</th><th>**Tax-Exempt Interest Rate</th></tr><tr><td>24 Months</td><td>(79% of 1M Term SOFR) + 0.48%</td></tr><tr><td>24 Months</td><td>(79% of Daily SOFR) + 0.34%</td></tr></table>Accrual basis: Act/360.
The unused fee shall be 0.19%, which shall be charged and payable quarterly in arrears.</td></tr>
</table>

	**The interest rate for the Loan will be subject to increase in the event of a Determination of Taxability. In no event will One-Month Term SOFR ever be less than 0.00%. No tax-exempt draws will be permitted if there shall be a determination of taxability.
Fee Waiver:	The Unused Fee shall be waived for each quarter where the utilization on the Line is greater than 50%.
Term-Out Provision:	In the event that the City does not pay the full amount of the Advances outstanding on or before the Maturity Date and the Maturity Date has not been extended, and there has been no default or Event of Default, at the Lender's sole discretion, the Advances outstanding shall convert to a Term Loan to be amortized over a five (5) year period payable in ten (10) equal semiannual installments accruing interest at a market Interest Rate to be determined at such time.
Underwriting Services:	Truist Securities provides underwriting services to similarly situated borrowers and would be able to serve as the Underwriter for the $65,000,000 in General Obligation Bonds that were approved by the City's voters, should the City wish for Truist Securities to serve in that capacity.
Security:	In each fiscal year while the Line is outstanding there shall be assessed, levied and collected an ad valorem tax, without limitation as to rate or amount, on all taxable property within the corporate limits of the City (excluding exemptions as provided by applicable law), in addition to all other taxes, sufficient in amount to pay the principal of and interest on the Line as the same shall become due and payable. The ad valorem tax assessed, levied and collected for the security and payment of the Line shall be assessed, levied and collected in the same manner and at the same time as other taxes are assessed, levied and collected and the proceeds of said tax, shall be applied solely to the payment of the principal of and interest on the Line. The full faith, credit and taxing power of the City will be irrevocably pledged to the punctual payment of the principal of, interest on and prepayment premium, if any, with respect to the Line as the same shall become due and payable. The Owner shall have a first lien on the ad valorem taxes pledged to secure the Line (including the proceeds derived from the sale of tax certificates in the event of a delinquency in such payment of taxes) and the other monies, if any, on deposit in the funds and accounts created under the Bond Resolution, including all earnings thereon. The City will diligently enforce its right to receive tax revenues and will diligently enforce and collect such taxes. The City will not take any action that will impair or adversely affect its rights to levy, collect and receive said taxes, or impair or adversely affect in any manner the pledge made under the Bond Resolution or the rights of the Owner. To the extent the ad valorem revenues are comingled with other ad valorem revenues levied and collected to pay debt service on any other debt or obligation secured by or payable from ad valorem revenues, the City agrees to pay the principal of and interest on the Line on a pro rata basis with any other debt or obligation

	secured by or payable from the total ad valorem revenues collected for such purpose.
Documentation:	All documentation shall appropriately structure the financing according to Federal and State statutes, subject to acceptable review by Lender and its counsel.
Covenants:	Usual and customary covenants, reporting requirements, representations and warranties and events of default, for transactions of this type, including, without limitation, the following financial covenants and reporting requirements: • Annual Financial Statements within 270 days of fiscal year end. • Annual budget within 30 days of adoption. • The default rate shall be Prime + 3%. • No further draws upon an Event of Default.
Conditions Precedent and Other Terms:	1. Borrower's Counsel Opinion: An opinion of Borrower's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, the Lender and its counsel. 2. Bond Counsel Opinion: For tax-exempt draws, an approving opinion of bond counsel related to the Loan in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the tax-exempt Loan is excludable from gross income for Federal income tax purposes. 3. Other Items: The Bank and the Lender shall have received such other documents, instruments, approvals, or opinions as may be reasonably requested.
Lender's Legal Counsel	The Lender's legal counsel will be Michael Wiener, Holland & Knight LLP. Not-to-exceed legal fees for the closing of the Loan(s) will be $15,000 and shall be paid by the Borrower, whether or not the Loan described herein is closed.
Governing Law & Jurisdiction:	State of Florida.
Confidentiality:	The terms of this Term Sheet are confidential and, except for disclosure on a confidential basis to Borrower's financial advisors, accountants, attorneys and other professional advisors retained by Borrower for use in connection with the proposed financing or as may be required by law, may not be disclosed in whole or in part by the Borrower or any such financial advisors, accountants, attorneys or other professional advisors to any other person or entity without Bank's prior written consent. If this Term Sheet is being delivered to a financial advisor or person other than the Borrower, by receipt and use by such advisor or other person in connection with the proposed transaction, such advisor or other person agrees to be bound by the confidentiality terms set forth above.
Municipal Advisor Disclosure:	The Bank is a regulated bank and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Rule, and in this term sheet is solely providing information regarding the terms under which it would make such a purchase for its own account. The Bank is not recommending an action or

	providing any advice to the Borrower and is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own interest. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.
Patriot Act:	Pursuant to the requirements of the Patriot Act, the Bank and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Bank and its affiliates.
Expiration Date:	This Term Sheet shall expire on November 18, 2025, unless a formal commitment letter has been issued prior to such date.

Truist Securities Public Finance Platform Overview

Origination

- #8 largest commercial bank in the U.S.
- $2.4BN in competitive par amount senior managed in 2025
- #7 ranked in sole managed competitive transactions in 2025
- $1.2BN in negotiated par amount senior managed in 2025
- #21 ranked in senior managed negotiated transactions in 2025

Syndicate

Truist's established bond distribution network consists of four distinct channels:

1. Institutional
2. E-Trading
3. Retail Coverage
4. Truist Balance Sheet

Sales, Trading, & Research

Since January 1, 2024, Truist…

- Traded over $97.9BN in tax-exempt and taxable paper for municipal issuers
- Traded over $2.9 BN of Florida bonds*
- Maintains tier one capital of $52.8BN to support clients' transactions**

Delivered Seamlessly As One Team

Our Team

- 15 municipal sales and trading professionals
  - Over 275 years combined industry experience
  - 11 capital market professionals have worked together for over a decade across Truist and at previous firms
- 18 investment banking professionals
  - Over 170 years combined industry experience
  - 3 bankers have worked together for 18+ years

Institutional and National Retail Sales

- 76 fixed income generalists located in 13 sales and trading office locations
- 250 key national buyers of municipal securities; 500+ account base
- 979 total wealth advisors across 18 states
- $129 billion in total wealth assets
- Full electronic trading platform for municipal bonds

Truist's Municipal Secondary Trading*

Industry	Volume Traded ($000s)	% of Total
General Municipal	46,285,122	44.11%
Transportation	13,713,310	13.07%
Hospital, Health, Retirement	7,933,364	7.56%
Education	19,209,716	18.31%
Utilities	14,493,397	13.81%
Other	3,293,454	3.14%
Total	**$104,928,363**	**100.00%**

Truist's Strong Capital Position ($000s)**

Total Equity Capital	$61,764,000
Total Capital (Tier 1 + Tier 2)	$57,739,000
Excess Net Capital	$52,287,580

Truist has an unrestricted allocation of capital to support public market credit solutions when underwriting new issues.

*Source: Truist Securities from 1/1/2024 – 10/14/2025
**Source: Truist 2Q 2025 Call Report

Case Study: CPS Energy

$615,720,000
City of San Antonio, Texas Electric and Gas Systems ("CPS Energy")
Junior Lien Revenue and Refunding Bonds
Aa3/A+/AA- (Series 2025A)

- Truist served as bookrunning senior manager on CPS Energy's (Aa3/A+/AA-) $615.72 million Variable Rate Junior Lien Revenue and Refunding, Series 2053A bond issuance in October 2025
- The transaction utilized a short-term fixed rate structure with a soft put feature to (i) finance capital improvements, (ii) refund certain outstanding obligations, (iii) pay the costs of issuance
- As a part of CPS Energy's ongoing capital improvement plan, the 2025A Put Bonds financed $350 million of new money projects

Transaction Highlights:

- Refinanced $262.64 million of outstanding put bonds at a yield of 3.08%
- Financed new money projects at a weighted average yield of 3.19% for a weighted average term of 4.75 years
  - Estimated debt service savings of approximately $25 million through 5 years(1)
- Represents the largest transaction of its kind in the municipal market in over 3 years – largest par put since May 2022

City of South Miami, Florida

Summary of Indicative Terms

11/4/2025

United Community Bank ("Bank"), on behalf of itself and any designated affiliate (individually and collectively, "Lender") is pleased to provide this Summary of Indicative Terms ("Term Sheet") for discussion. This Term Sheet is a basic outline of the potential terms on which Lender would consider providing or arranging the loan described below. This is not an offer, agreement, or commitment by Lender to lend. Lender will not be bound to any agreement unless or until Lender's authorized representative signs definitive loan documentation stating that it constitutes the entire understanding and agreement of the parties as to the matters set forth therein. If the terms of a financing transaction are ultimately approved and agreed by Lender, the definitive loan documentation will contain other customary provisions, including, without limitation, representations and warranties, covenants, conditions, specified events of default and other provisions, all of which must be satisfactory to Lender in all respects.

Borrower:	City of South Miami, Florida (the "City")
Lender:	United Community Bank or United Community Public Finance, Inc., as designated in advance of closing
Loan:	Tax-Exempt Line of Credit in an amount up to $6,700,000 as outlined in the RFP.
Use of Proceeds:	The purpose of the LOC is to provide interim financing for projects authorized under the City's 2024 general obligation bond referendum. Specifically, the City will use the interim financing for culvert improvements within the City, bridge repairs over Twin Lake Canal and the purchase of land to be used as a park.
Security:	General Obligation of the City as outlined in the RFP.
Guarantor(s):	None
Maturity:	24 months from closing as outlined in the RFP.

Repayment:	Draw down facility. Interest will be paid monthly, on the 1st day of each month, commencing on March 1, 2026 or another agreed upon start date. Principal due at maturity. No prepayment penalty.
Interest Rate:	79% of (1 month Term SOFR + 100bps). Ability to term out the LOC for a period up to 5 years (as outlined in the RFP). The fixed rate will be based on the all-in variable rate above. Accrual Basis: 30/360 or another agreed upon basis.
Expenses and Fees:	None.
Financial and Other Covenants:	• Annual Financial Statements within 210 days of fiscal year end. • Annual budget within 60 days of adoption. *Or within a time period mutually agreed upon by the City and the Bank.
Conditions Precedent and Other Terms:	1. Borrower's Counsel Opinion: An opinion of Borrower's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, Lender and its counsel. 2. Bond Counsel Opinion: An approving opinion of bond counsel related to the loan in form and substance satisfactory to the Lender and for Tax-Exempt options, shall include, without limitation, an opinion delivered at the time of conversion that the interest rate on the loan is excludable from gross income for Federal income tax purposes. 3. Other Items: Lender shall have received such other documents, instruments, approvals or opinions as may be reasonably requested.
Lender's Legal Counsel:	Estimated lender legal fees for the closing of the loan will not exceed $6,500. All legal fees shall be paid by the Borrower whether or not the Loan described herein is closed.

Governing Law & Jurisdiction:	State of Florida
Municipal Advisor Disclosure:	Please note: (i) the transaction contemplated herein is an arm's length commercial transaction between Borrower and the Lender, (ii) in connection with such transaction, the Lender is acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent, or a fiduciary of Borrower, (iii) to the extent applicable, Bank is relying on the bank exemption in the Municipal Advisor Rules (or such other applicable exemptions, including as it relates to general information), (iv) Lender has not provided any advice or assumed any advisory or fiduciary responsibility in favor of Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto, (v) Lender has financial and other interests that differ from those of Borrower, and (vi) Borrower has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate (including any Municipal Advisors). Nothing herein is intended to serve as legal, tax or accounting advice. Borrower may be required to certify to the foregoing in a closing certificate. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.
Patriot Act:	Pursuant to the requirements of the Patriot Act, the Lender and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes name, address, tax identification number and other information regarding obligors that will allow the Lender to identify obligors in accordance with the Patriot Act, and the Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Lender and its affiliates.

Expiration Date:	This Term Sheet shall expire on 1/13/2026 unless a formal commitment letter has been issued prior to such date.

[Remainder of page intentionally blank.]

Exhibit "A"

BUSINESS IMPACT ESTIMATE [1]

Meeting Date: January 20, 2026	Agenda Item No.

Title of Proposed Ordinance:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

The City has completed negotiations with Regions Capital Advantage, Inc. and has secured a finalized term sheet for the Line of Credit in an amount not to exceed $6,700,000. The negotiated terms reflect the same priorities that guided the City's original solicitation, which are minimizing overall borrowing costs, preserving flexibility during the draw period, and avoiding fee structures that could penalize the City when borrowing needs fluctuate. Just as importantly, the final terms align with the City's near term cash flow planning while supporting timely implementation of projects authorized under the 2024 General Obligation Bond Referendum.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs:

The proposed ordinance would $0 *direct compliance costs to businesses if the ordinance is enacted*.

b. New Charges/Fees on Businesses Impacted:

The proposed ordinance *does not* impose a new fee or charge for which businesses will be financially responsible.

c. Estimate of Regulatory Costs:

The proposed ordinance changes *do not* present foreseeable or anticipated cost in regulatory expenses.

Good Faith Estimate of Number of Businesses Likely Impacted:

The estimated number of businesses likely to be impacted by the ordinance is estimated to be 0

[1] This Business Impact Estimate is provided to comply with the requirements of Section 166.041(4), Florida Statutes. Please note that this Business Impact Estimate may be revised following its initial posting as new information or feedback becomes available.

Any Additional Information:

None

Applicable Exemptions[2]:

This Business Impact Estimate is not required for ordinances that fall under the following exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation.

☐ The proposed ordinance relates to the issuance or refinancing of debt.

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.

☐ The proposed ordinance is an emergency ordinance.

☐ The proposed ordinance relates to procurement.

☐ The proposed ordinance is enacted to implement the following:

☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or

☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

Prepared By:
Name: Alfredo Riverol

Title: Chief Financial Officer

Date: December 4, 2025

Posted on City's Website:

Date of Posting: _____

[2] If one or more boxes are checked under this section, it indicates that the City has determined that a business impact estimate is not required by state law for the proposed ordinance, but the City is providing the business impact estimate as a courtesy.

FROM PAGE 1A

FLU

"This is something we deal with every year," said Dr. Mary Jo Trepka, an infectious disease epidemiologist at Florida International University.

"There are things that people can do to protect themselves and help protect others," she added, noting that people can get vaccinated, mask up if they want, stay home if sick and take flu medication to help with symptoms.

HOW MUCH FLU, COVID AND RSV IS THERE IN FLORIDA?

Florida is one of many states reporting "very high" levels of influenza-like illness, according to data from the U.S. Centers for Disease Control and Prevention. That means many people are experiencing cough, fever and sore throat — common symptoms of flu, the common cold, COVID and other respiratory illnesses.

There are "moderate" levels of flu and RSV viral activity in the state's wastewater, with "very low" levels of COVID-19, federal data shows. Experts use wastewater data to get an idea of what viruses are circulating in a community.

Remember, some people get sicker than others. Young children, seniors and people with preexisting health conditions, for example, are at higher risk for severe illness.

Florida ERs are seeing "very high" levels of people coming in with the flu, CDC data shows. ERs have seen "high" levels of RSV, but it appears to be decreasing. COVID-19 levels remain "very low" but appear to be increasing.

WILL WE SEE MORE FLU IN MIAMI AND THE REST OF SOUTH FLORIDA?

Baptist Health South Florida, the largest health system in the region, has seen more patients seeking care for flu-like symptoms compared to previous years, according to Dr. Ernesto Sanz, a medical director of Baptist Health urgent care centers. Broward Health, one of the public hospital systems in Broward County, also saw more patients sick with flu-like symptoms the last two months of 2025 compared to the previous year.

Most patients sick with the flu have been able to go home to recover, according to Sanz. Most have tested positive for influenza A, similar to the rest of the country. And unlike previous years, he hasn't seen a lot of people sick with COVID.

The other good news: There may be some brief relief for people in Miami-Dade County. Miami-Dade ER visits for influenza-like symptoms have recently begun to tick down. Baptist Health has also recently noticed a slight decrease in flu-related urgent care visits, according to Sanz.

However, it's too soon to know whether that decreasing trend will continue, according to doctors and public health experts. It's not uncommon for viruses to spread more easily after the holidays, when people go back to school and work after traveling and gathering for parties.

Plus, it is still flu and cold season after all, which means we can expect to see people coughing and sniffling for a while longer. Flu season typically runs to May.

U.S. FLU, COVID AND RSV UPDATE

- The CDC is describing this 2025-2026 flu season as "moderately severe," with more than 11 million reported cases of influenza, 120,000 flu-related hospitalizations and 5,000 flu-related deaths so far. Of those deaths, nine were children.
- A mutated form of the influenza A strain H3N2 known as clade K or subclade K is behind many of the reported flu cases in the U.S. this season. Subclade K caused a severe flu season in several other countries, too.
- "Seasonal influenza activity is elevated and continues to increase across the country," the CDC said in its Monday update. "RSV activity is elevated in many areas of the country with emergency department visits and hospitalizations increasing among children 0-4 years old. COVID-19 activity is low but increasing nationally."

DOES THE FLU VACCINE WORK AGAINST SUBCLADE K? IS THERE STILL TIME TO GET IT?

Influenza, like other viruses, constantly mutates. And the "K" variant that has gained ground in the country was identified months after scientists had selected the strains to include in this year's flu vaccine formulation.

Even so, the existing flu vaccine is expected to provide some protection against the new subclade K variant that is going around, according to Sood and Trepka.

And no, it's not too late to get the influenza vaccine, according to the public health experts.

The CDC has traditionally recommended flu vaccines for people six months and older to help reduce risk for severe illness, though that changed this week. Health officials on Monday announced they would be scaling back the number of recommended vaccines for kids from 17 total to just 11. The CDC, which is overseen by U.S. Secretary of Health and Human Services and vaccine skeptic Robert F. Kennedy Jr., now says flu vaccines should only be given to a child if a doctor recommends them.

Most health insurance plans, including Medicare and Medicaid, provide free flu vaccines at in-network providers. People without insurance can often get free or low-cost flu vaccines at local health departments and community health centers.

It takes about two weeks after getting the flu shot for the body to develop antibody protections against the virus.

FROM PAGE 3A

LAWSUIT

icaid benefits based on a finding of financial ineligibility, the person or persons to whom that decision applies, and the reasons for that decision. The reasons must be set forth in sufficient detail to allow the recipient to assess the accuracy of the decision and decide whether to challenge the determination."

"Although the state presented evidence that it intends to modify its notices in the future as part of its modernization project (of the computer system), it has no immediate plans to correct the serious flaws in the NOCAs (Notice of Case Actions) and offered no evidence as to what information would be included in the modernized NOCAs," the judge wrote. "As such, absent injunctive relief, the state will continue to violate the constitutional rights of the class members."

Howard rejected a request by the plaintiffs' attorneys to reinstate to the Medicaid program people who have lost benefits and not been reinstated. The state, however, will have to provide adequate notices to such people about why their benefits were terminated, which could lead to hearings about reinstatement.

The lawsuit names as defendants Department of Children and Families Secretary Taylor Hatch and Agency for Health Care Administration Secretary Shevaun Harris. While the Agency for Health Care Administration runs much of the Medicaid program, the Department of Children and Families makes eligibility determinations.

Public Notice

NOTICE OF PUBLIC HEARING CONCERNING THE ISSUANCE BY MIAMI-DADE COUNTY, FLORIDA OF ITS AVIATION COMMERCIAL PAPER NOTES IN ONE OR MORE SERIES AND SUB-SERIES

Miami-Dade County, Florida (the "County") intends to issue from time to time, in one or more series and sub-series, pursuant to a plan of finance, its Miami-Dade County, Florida Aviation Commercial Paper Notes, Series ____ (AMT) (series designation to be inserted at the time of issuance) and other debt obligations (collectively, the "CP Notes"), in a principal amount outstanding at any one time not exceeding $600,000,000. The CP Notes are being issued for the purpose of financing a portion of the cost of certain terminal, concourse, baggage handling system, aircraft gate, passenger loading bridge, runway, taxiway, airside apron, hanger, fueling, cargo, navigation, safety, transit, roadway, hotel, parking, and other improvements and airport-related capital projects approved by the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), including, without limitation, the acquisition of approximately 2.6 acres of industrial/commercial land and related buildings for airport use within 0.9 miles from the boundaries of Miami International Airport described below and approximately 60 acres of land for airport use abutting Miami Executive Airport. All such facilities and projects are or will be owned by the County and located at either **Miami International Airport**, which is bounded by N.W. 36th Street, LeJeune Road, Perimeter Road and Milam Dairy Road, in Miami-Dade County; **Opa-locka Executive Airport**, 14201 N.W. 42nd Avenue, in Opa-locka; **Miami Executive Airport**, 12800 S.W. 145th Avenue, in Miami-Dade County; **Homestead General Aviation Airport**, 28700 S.W. 217th Avenue, in Homestead; or **Dade-Collier Training and Transition Airport**, 54575 Tamiami Trail East, in Ochopee.

Please take notice that the Board will hold a public hearing at 9:30 a.m. or as soon thereafter as may be heard, on January 21, 2026 in the Commission Chambers, on the second floor of the Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida, at which time any person may be heard regarding the facilities or projects being financed and the proposed issuance of the CP Notes. The documents regarding the proposed issuance of the CP Notes and other public records regarding the facilities and the projects being financed are in the possession of the Miami-Dade County Aviation Department (the "Aviation Department") and may be examined at reasonable times during business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, at the office of the Aviation Department at Miami International Airport located at Miami International Airport, Concourse E, Terminal Building, 5th Floor, Miami, Florida. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at this hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including testimony and evidence upon which the appeal is based.

JUAN FERNANDEZ-BARQUIN, ESQ.,
CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

For legal ads online, go to **http://legalads.miamidade.gov**

CITY OF SOUTH MIAMI, FLORIDA
CITY COMMISSION MEETING
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s):

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MULTI-YEAR EMPLOYMENT CONTRACT WITH THE CITY MANAGER AND AUTHORIZING ITS EXECUTION ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A SPECIAL EXCEPTION APPLICATION PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE, FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE; PROVIDING FOR CONDITIONS, ENFORCEMENT OF CONDITIONS, CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A DEVELOPMENT AGREEMENT WITH ALTA DEVELOPMENT LLC (DEVELOPER), PACMISO 13 CORP AND GREC PINECREST, LLC (OWNERS) FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE, PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, CORRECTIONS, IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16 "PENSIONS", ARTICLE II "CITY PENSION PLAN", BY AMENDING SECTION 16-14 "PENSION BENEFITS AND RETIREMENT DATE"; BY AMENDING SECTION 16-19 "CONTRIBUTIONS"; BY AMENDING SECTION 16-21 "PURCHASE OF CREDITED SERVICE"; BY AMENDING SECTION 16-28 "DEFERRED RETIREMENT OPTION PLAN ("DROP")", IN ORDER TO EFFECTUATE THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RETROACTIVELY EXTENDING THE PREVIOUS MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the Commission with respect to this matter, such person must 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. 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.

ADA: To request a modification to a policy, practice or procedure or to request an auxiliary aide or service in order to participate in a City program, activity or event, you must on or before 4:00 p.m. 3 business days before the meeting (not counting the day of the meeting) deliver your request to the City Clerk by telephone: 305-663-6340, by mail at 6130 Sunset Drive, South Miami, Florida or email at npayne@southmiamifl.gov.

Nkenga A. Payne, CMC, FCRM
City Clerk

CITY OF SOUTH MIAMI
CITY COMMISSION MEETING
NOTICE OF LAND DEVELOPMENT CODE AMENDMENT FOR HEALTH CARE USES IN GENERAL RETAIL (GR)

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s) on first reading:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTION 20-3.3 "PERMITTED USE SCHEDULE," OF THE LAND DEVELOPMENT CODE TO ALLOW CERTAIN MEDICAL AND HEALTH CARE RELATED USES IN THE GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

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Nkenga A. Payne, CMC, FCRM
City Clerk

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	Finance Department
Item Type:	Ordinance
Agenda Section:	ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

Subject:
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-FINANCE DEPT.)

Suggested Action:

Attachments:
Memo_3_LOC_2026_-_Truist_Withdrawl.docx
Ordinance_Approving_G.O_Line_of_Credit_for_Various_Projects_v3.doc
South Miami - Series 2025 General Obligation Line of Credit RFP.pdf
South Miami LOC RFP Response Summary.pdf
Regions.pdf
Seacoast National Bank - Term sheet.pdf
Truist.pdf
United Community Bank - Term Sheet - 11-4-2025.pdf
Ad.pdf
Ad.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

To: The Honorable Mayor, Vice Mayor, and Members of the City Commission

From: Genaro "Chip" Iglesias, City Manager

Date: January 20, 2026

Subject: Second Reading of Ordinance to Select Truist Bank for a $6.7 Million Line of Credit Financing – Recommended for Withdrawal

After the deferral at the December 2, 2025, regular Commission meeting, and following further deliberations and discussions, the City is still recommending withdrawal of the ordinance at second reading that initially selected Truist Bank to provide the $6.7 million line of credit. While Truist offered the lowest indicative interest rate, the proposal included an unused fee of 19 basis points that would apply whenever utilization of the line falls below 50 percent. The City sought to have this fee removed during negotiations, but Truist continued to hold firm and would not eliminate the unused fee or modify the term.

Because this unused fee would create a recurring cost and reduce the long-term efficiency of the borrowing, City staff recommends withdrawing the ordinance and proceeding instead with Regions Bank, the second-ranked proposer. Regions did not include an unused fee and offered terms that better align with the City's financing strategy and anticipated project drawdowns. City staff have also successfully negotiated a term sheet with Regions, which is being presented for the Commission's consideration, together with the second reading of the $6.7 Million Line of Credit Financing authorization ordinance.

Attachments:

- Ordinance Truist
- Series 2025 General Obligation Line of Credit RFP
- PFM RFP Response Summary
- Proposals Submitted

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on July 18, 2024, the City Commission (the "Commission") of City of South Miami, Florida (the "City") adopted Resolution No. 097-24-16202 calling for a referendum (the "Referendum") in conjunction with a general election on November 5, 2024 to submit to the electorate of the City a bond referendum to decide whether the City should be authorized to issue not exceeding $65,000,000 in principal amount of general obligation bonds (the "Bonds"), in one or more series, for the purpose of acquiring, constructing, reconstructing, improving and equipping various capital improvements, real property, and infrastructure for Parks and Recreation, Public Works, and Public Safety (collectively, the "Projects"); and

WHEREAS, at such special election on November 5, 2024, the issuance of the Bonds was approved by the qualified electors of the City in accordance with the applicable laws of the State of Florida (the "State"); and

WHEREAS, the Commission desires to authorize the issuance of the first series of the Bonds in an amount not exceeding $6,700,000 (the "2026 Note") for the purpose of financing a portion of the costs of the Projects, including but not limited to culvert improvements, bridge repairs over the twin lake canal, and the acquisition of land for park development (collectively, the "2026 Project"), and paying costs of issuance of the 2026 Note; and

WHEREAS, pursuant to the Constitution and laws of the State, including, without limitation, Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, the City Charter (collectively, the "Act"), and the Referendum, the City is duly authorized to issue the 2026 Note and pledge the ad valorem taxes levied by the City to the payment of the 2026 Note; and

WHEREAS, on October 14, 2025, on behalf of the Commission, PFM Financial Advisors LLC, the financial advisor to the City (the "Financial Advisor") distributed a Request for Proposals with respect to the purchase from the City of the 2026 Note and providing a line of credit in connection therewith (the "Line of Credit"); and

WHEREAS, the City through its Financial Advisor received four proposals from certain financial institutions on November 4, 2025; and

WHEREAS, the Commission has determined that based upon the proposals and the recommendation of the Financial Advisor and the Chief Financial Officer, it is in the best interest of the City and its citizens to accept the proposal (the "Proposal") from Truist Bank (the "Purchaser") to purchase the 2026 Note and provide the Line of Credit, which Proposal is attached as "Exhibit A," the terms of which are hereby incorporated herein and made a part hereof; and

WHEREAS, the Commission finds that this Ordinance is in the best interest and welfare of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF CITY OF SOUTH MIAMI, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization of 2026 Note and Line of Credit. In accordance with the provisions of the Charter of City of South Miami, Florida, and Chapter 166, Florida Statutes, there is hereby authorized to be issued the 2026 Note, in an aggregate principal amount not to exceed $6,700,000, for the purpose of financing the 2026 Project and paying costs of issuance of the 2026 Note. The 2026 Note shall be designated "City of South Miami, Florida General Obligation Note, Series 2026," or such other designation as may be approved by supplemental resolution, shall be dated such date, shall be in such denomination, shall be stated to mature no later than seven and one-half (7.5) years from its dated date, and shall bear interest from its dated date at a rate or rates not exceeding the maximum rate permitted by law at the time of issuance of the 2026 Note, shall be subject to redemption at the option of the City at such times and prices, and shall have such other details, all as shall hereafter be determined by the Commission by supplemental resolution (the "2026 Note Resolution"). The Note shall be issued pursuant to the Line of Credit Agreement between the City and the Purchaser (the "Line of Credit Agreement"). The 2026 Note Resolution may be adopted and the 2026 Note may be issued, at any time after the effective date of this Ordinance.

Section 3. Authorization of Officials. The City Manager, the City Chief Financial Officer, the City Attorney as Bond Counsel to the City, and the Financial Advisor for the City are each hereby authorized to negotiate with the Purchaser for the purchase of the 2026 Note and with respect to the structure and terms of the 2026 Note, which will be in the form of a Line of Credit drawn down over time. The final structure and terms of the 2026 Note and the Line of Credit Agreement, as so agreed to by the City Manager, shall be set forth, and presented to the Commission, in the 2026 Note Resolution. The City Attorney as Bond Counsel to the City are hereby authorized to

draft documents and to do all other things necessary to accomplish the issuance and sale of the 2026 Note and the execution of the Line of Credit Agreement.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance 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 Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

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

PASSED on first reading on the __ day of _____, 2025.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2026.

ATTEST:

_____
CITY CLERK

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF

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

APPROVED:

_____
MAYOR

COMMISSION VOTE:
Mayor Javier Fernández:
Vice Mayor Brian Corey:
Commissioner Lisa Bonich:
Commissioner Steve Calle:
Commissioner Danny Rodriguez:

EXHIBIT A

PURCHASER'S PROPOSAL

CITY OF SOUTH MIAMI, FLORIDA
2025 LINE OF CREDIT
REQUEST FOR PROPOSALS
DATED OCTOBER 14, 2025

PFM Financial Advisors LLC ("PFM") is distributing this request for proposals (the "RFP") on behalf of the City of South Miami, Florida (the "City") to identify the institution that can provide the City with a Line of Credit (the "LOC") at the lowest overall borrowing cost and terms most favorable to the City, pursuant to certain conditions as determined by the City, in an aggregate principal amount of not to exceed **$6,700,000.** The City will not provide a debt service reserve fund for the LOC. The LOC will be a directly-placed loan to be held by the selected provider, and the City will not prepare any offering documents or commit to provide any continuing disclosure information specific to the LOC.

The purpose of the LOC is to provide interim financing for projects authorized under the City's 2024 general obligation bond referendum, approved by the City's voters in the amount of $65 million. Specifically, the City will use the interim financing for culvert improvements within the City, bridge repairs over Twin Lake Canal and the purchase of land to be used as a park.

A tentative calendar for the LOC is as follows:

October 14, 2025	RFP circulated
October 21, 2025	Questions related to RFP Due
November 4, 2025	**Responses due (2:00 p.m. ET)**
November 6, 2025	City staff reviews responses
January 6, 2026	City Commission Approval
On/prior to January 13, 2026	Closing

The City may, at its sole discretion, determine that none of the responses meet its goals and objectives and may elect to terminate or extend the evaluation process.

SUBMISSION REQUIREMENTS

An electronic copy of your response should be emailed to Alfredo Riverol, Chief Financial Officer (ARiverol@southmiamifl.gov) no later than **2:00 p.m. eastern time on November 4, 2025**. Please also send a copy of your response (via email) to the City's Financial Advisor, PFM, addressed to Pete Varona (varonap@pfm.com) and Sergio Masvidal (masvidals@pfm.com) by the submission deadline.

Any questions relating to the RFP must be submitted to PFM, addressed to Pete Varona (varonap@pfm.com) and Sergio Masvidal (masvidals@pfm.com) in writing no later than October 21, 2025.

The following describes the City's requirements in establishing the LOC:

1. Amounts: The City is requesting a LOC for an amount up to $6.7 million. The City may draw up to the maximum amount of the LOC. The City does not have a draw schedule in place at this time.

2. Structure: The City desires to have the flexibility to draw on the LOC for a period of twenty-four (24) months. At the end of the draw period, the City would prefer the option to convert the line of credit to a term loan with an amortization period of preferably 5 years, but no less than 3 years. Other options may be considered. That said, the City expects to refinance the LOC into long-term term-loan financing during or at the end of the draw period.

3. Interest Rate Options: The City requests a variable rate loan based on SIFMA, SOFR, or a similar publicly available index. Provide a quote for a tax-exempt LOC. Please detail provisions for setting the interest rate upon conversion to a term loan at the end of the draw period, if that option is offered.

   It is the preference of the City to avoid or minimize an unutilized fee. The City will give preference to responses that feature no, or minor unutilized fee options.

4. Repayment Provisions: During the draw period, the City expects to pay interest only on a monthly basis. After the termination of the draw period, the City would either pay the LOC off, or if a term-loan option is available, make principal and interest payments, with the outstanding principal to be amortized over a period of not less than three (3) years. During the term loan period, principal and interest payments on the outstanding principal balance of the LOC will be fixed and calculated on a 30/360-day basis and will be paid semiannually on March 1 and September 1, beginning on the September 1 or March 1 after the conclusion of the draw period. Alternative payment frequencies (monthly, etc.) will be considered.

5. Prepayment Provisions: The LOC shall be prepayable with no prepayment penalty, in whole or in part at any time.

6. No Reserve: The City will not fund a debt service reserve to secure the LOC.

7. CUSIP: No CUSIP Numbers or ratings will be obtained with respect to the LOC.

8. Security: In each fiscal year while the LOC is outstanding there shall be assessed, levied and collected an ad valorem tax, without limitation as to rate or amount, on all taxable property within the corporate limits of the City (excluding exemptions as provided by applicable law), in addition to all other taxes, sufficient in amount to pay the principal of and interest on the LOC as the same shall become due and payable.

   The ad valorem tax assessed, levied and collected for the security and payment of the LOC shall be assessed, levied and collected in the same manner and at the same time as other taxes are assessed, levied and collected and the proceeds of said tax shall be applied solely to the payment of the principal of and interest on the LOC.

   The full faith, credit and taxing power of the City will be irrevocably pledged to the punctual payment of the principal of, interest on and prepayment premium, if any, with respect to the LOC as the same shall become due and payable.

   The Owner shall have a first lien on the ad valorem taxes pledged to secure the LOC (including the proceeds derived from the sale of tax certificates in the event of a delinquency in such payment of taxes) and the other monies, if any, on deposit in the funds and accounts created under the Bond Resolution, including all earnings thereon.

   The City will diligently enforce its right to receive tax revenues and will diligently enforce and collect such taxes. The City will not take any action that will impair or adversely affect its rights to levy, collect and receive said taxes, or impair or adversely affect in any manner the pledge made under the Bond Resolution or the rights of the Owner.

   To the extent the ad valorem revenues are comingled with other ad valorem revenues levied and collected to pay debt service on any other debt or obligation secured by or payable from ad valorem revenues, the City agrees to pay the principal of and interest on theLOC on a pro rata basis with any other debt or obligation secured by or payable from the total ad valorem revenues collected for such purpose. Please see **Exhibit A** for a summary of the City's finances.

9. Tax-Exemption: The City will enter into such covenants as shall be necessary, in the opinion of Bond Counsel, to assure compliance by the City with the Internal Revenue Code of 1986, as amended (the "Code"), and to qualify interest on the LOC for exclusion from gross income for federal income tax purposes as set forth in the opinion of Bond Counsel hereinafter mentioned. The City requests offers without capital adequacy or other interest rate adjustment language with respect to changes to tax law. The only interest rate adjustment provision the City will consider is one imposed as the result of a final, non-appealable ruling of the IRS or a court of competent jurisdiction declaring interest on the LOC to be includable in gross income of the holder thereof for federal income tax purposes and which results solely from the action or inaction of the City.

10. Loan documents: Loan documents, including the form of LOC agreement embodying the terms hereof and of the accepted proposal, shall be prepared by Bond Counsel for the City. Every effort shall be made to provide the Lender and its Counsel with drafts of the loan and closing documents for review and comment at least one week prior to closing.

11. Closing Documents: As a condition of closing the City shall deliver to the Lender the following:

A. An Opinion of Bond Counsel, substantially to the effect that: 1) the City is duly authorized and empowered under the laws of Florida to enter into the LOC; 2) the Ordinance and Resolution under which the LOC is authorized and secured have been duly adopted by the City Commission and authorize the issuance of the LOC; 3) interest on the LOC is not includible in gross income for Federal income tax purposes under Section 103(a) of the Code; and 4) the LOC agreement is a valid and binding obligation of the City enforceable in accordance with the terms thereof, subject to standard exceptions for bankruptcy, creditors' rights and equitable principles;

B. Such other documents, certificates and instruments as shall be required by Bond Counsel, to evidence compliance with, or to comply with, the provisions of the Code, and applicable regulations thereunder, with respect to the exclusion of interest payable on the LOC from gross income for federal income tax purposes.

12. Closing: It is anticipated that closing for the LOC shall occur on or before January 13, 2026. Closing shall occur at a time and place mutually acceptable to the City and the Lender. The award of the RFP by the City does not obligate the City to close on the LOC.

13. Rejection of Proposals: The City expressly reserves the right to reject any and all proposals received in connection with this Request for Proposals and thereafter to negotiate with any proposer or other bank. The basis for acceptance of any proposal shall be that which is in the best interest of the City as determined solely by the City.

14. Amendment: Any time before responses are due the City reserves the right to amend or modify this Request for Proposals. Prospective bidders would be alerted to any amendments via email.

15. Accredited Investor Letter: At closing, the financial institution providing the LOC may be required to execute and deliver to the City an accredited investor letter in form and substance reasonably satisfactory to the City and Bond Counsel.

INSTRUCTIONS TO PROPOSERS

1. Proposers shall thoroughly examine and be familiar with the proposal specifications. Failure of any Proposer to receive or examine this document shall in no way relieve any Proposer of obligations pertaining to this RFP or the subsequent contract.

2. Any changes or modifications to the proposal specifications can result in the rejection of the proposal as not being responsive to this RFP.

3. The responsibility for emailing the proposal to the City and PFM on or before the specified date and time will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by transmission of the proposal or a delay caused by any other occurrence.

4. The response deadline shall be strictly observed. Under no circumstances will a proposal delivered after the time specified be considered.

5. Proposers will not be allowed to withdraw or modify their proposals for a period of ninety (90) days after the opening time and date.

6. The City reserves the right to reject the proposal of any Proposer who has previously failed in the proper performance of a contract or to deliver on time other contracts similar in nature, or who is not in a position to perform properly under this RFP.

7. Federal, state, City and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

8. No successful Proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the City.

9. Changes to the RFP may be made by and at the sole discretion of the City.

10. Warranties - The Proposer, in submission of its proposal, warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.

11. Collusion - The Proposer, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a Proposal for the same subject matter of this RFP, or with the City. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

12. Discriminatory Vendor List - Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By responding to this RFP, Proposer represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

13. Public Entity Crimes - Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By

responding to this RFP, Proposer represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

14. Anti-Human Trafficking Affidavit: Upon execution of the Line of Credit Agreement, the Proposer shall certify that it is in compliance with Section 787.06, Florida Statutes.

15. Public Records - Proposer shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent an award of the RFP to Proposer is subject to the requirements in Section 119.0701, Florida Statutes, Proposer shall:

A. Keep and maintain public records required by the City to perform the services provided hereunder.

B. Upon request from the City's custodian of public records, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. 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 term of the resulting contract and following completion of the contract if Proposer does not transfer the records to the City.

D. Upon completion of the resulting contract, transfer, at no cost, to the City all public records in the possession of Proposer or keep and maintain public records required by the City to perform the service. If Proposer transfers all public records to the City upon completion of the contract, Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the contract, Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

OTHER INFORMATION

1. The City reserves the right to cancel the RFP, accept or reject, in whole or in part, any or all Proposals, to waive minor irregularities or technicalities in the Proposals or in the RFP process, to adjust the tentative schedule as needed, and to enter into negotiations with Proposers as determined to be in the best interests of the City. A minor irregularity is defined as a variation from the RFP terms and conditions which does not affect the price of the RFP, give a Proposer an unfair advantage over other Proposers, or adversely impact the interests of the City. There is no obligation on the part of the City to award the RFP to the Proposer offering the lowest price to the City. The City reserves the right to award the RFP to the firm whose Proposal is judged to be the most advantageous to the City and to be in the best interests of the City. The City shall be the sole judge of which Proposal is in the best interests of the City. The City reserves the right to

obtain and review any information deemed necessary to determine the ability of the Proposer to carry out its obligations required under this RFP or any subsequent contract, including but not limited to its relevant experience and qualifications, the quality of its past performance, the Proposer's current and prior compliance with all laws and regulations, its financial strength and capability to perform the requirements of this RFP.

2. In the event that the Proposer selected by the City does not execute a contract within a timeframe acceptable to the City, the City may give notice of intent to award the LOC to the next most qualified Proposer or to call for new proposals and may proceed to act accordingly.

3. The City will not be responsible and will have no liability whatsoever for any costs incurred by a Proposer in preparing or submitting its response to this RFP.

Proposal
South Miami, Florida – 2025 General Obligation Line of Credit

Interest Rate: State the method of calculating the variable rate (index and spread). If there is a fee related to any unused balance or an upfront commitment fee, please detail. If there are any applicable discounts related to the unused/unutilized fee in regard to the amount that is drawn, please detail this in your response.

The City is requesting quotes for a tax-exempt LOC.

Prepayment Provisions: The LOC must be prepayable with no prepayment penalty, in whole or in part at any time.

Other Fees & Expenses: Describe in detail all fees and expenses, including fees and expenses of the Bank's outside counsel, if any, which the City will be responsible to pay. All fees and expenses in excess of those stated in the proposal shall be the sole responsibility of the Lender and will not be paid or reimbursed by the City.

EXHIBIT A

Please see the City's most recent audit and below for additional information on the City's outstanding secured debt.

- City FY 2024 Audit: https://www.southmiamifl.gov/DocumentCenter/View/8278/2024-south-miami

CITY OF SOUTH MIAMI, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Funds				
	General Fund	American Rescue Plan Fund	Capital Improvements Program Fund	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES					
Taxes:					
Property taxes	$ 9,940,743	$ -	$ -	$ -	$ 9,940,743
Utility taxes	2,450,228	-	-	-	2,450,228
Business taxes	716,795	-	-	-	716,795
Franchise taxes	1,423,576	-	-	-	1,423,576
Licenses and permits	3,174,643	-	-	797,130	3,971,773
Intergovernmental	2,000,530	895,201	-	1,209,193	4,104,924
Charges for services	5,593,990	-	-	21,955	5,615,945
Fines and forfeitures	1,160,601	-	-	1,542	1,162,143
Rents and royalties	223,432	-	-	-	223,432
Grants, contributions and donations	338,063	-	-	76,560	414,623
Interest income	1,581,083	225,503	-	210,038	2,016,624
Miscellaneous	257,105	-	-	337,029	594,134
Total revenues	28,860,789	1,120,704	-	2,653,447	32,634,940
EXPENDITURES					
Current:					
General government	5,447,184	228,013	-	5,711	5,680,908
Public safety	9,410,322	-	-	82,533	9,492,855
Public works	4,289,995	61,530	-	345,901	4,697,426
Culture and recreation	2,984,317	13,915	-	24,951	3,023,183
Debt Service:					
Principal	60,463	-	-	891,000	951,463
Interest and other charges	3,779	-	-	158,734	162,513
Capital outlay	-	591,743	5,421,244	1,513,171	7,526,158
Total expenditures	22,196,060	895,201	5,421,244	3,022,001	31,534,506
Excess (deficiency) of revenues over (under) expenditures	6,664,729	225,503	(5,421,244)	(368,554)	1,100,434
OTHER FINANCING SOURCES (USES)					
Transfers in	150,000	-	7,950,166	940,842	9,041,008
Transfers out	(8,891,008)	-	-	(150,000)	(9,041,008)
Total other financing sources (uses)	(8,741,008)	-	7,950,166	790,842	-
Net change in fund balances	(2,076,279)	225,503	2,528,922	422,288	1,100,434
Fund balances - beginning	21,645,041	249,262	2,633,729	4,978,846	29,506,878
Fund balances - ending	$ 19,568,762	$ 474,765	$ 5,162,651	$ 5,401,134	$ 30,607,312

City of South Miami
$6,700,000 2025 Line of Credit

	Regions Capital Advantage, Inc.	Seacoast National Bank	Truist Bank	United Community Bank
Contact Information	Oscar Herrera 2800 Ponce de Leon Boulevard Coral Gables, FL 33134 305-244-4842 oscar.herrera@regions.com	Jacqueline Modia 1518 San Ignacio Ave Miami, FL 33146 305-666-8488 Jacqueline.Modia@SeacoastBank.com	Linda M. Neverson 515 East Las Olas Blvd, 7th Floor Ft. Lauderdale, Florida 33301 954-233-9727 Linda.Neverson@truist.com	Alex Johnston 110 Oakwood Drive, Suite 410 Winston Salem, NC 27103 743-333-5613 alex_johnston@ucbi.com
Draw Period Length	24 Months	24 Months	24 Months	24 Months
Term Out	Not to exceed 5 years	Not Provided	Advances outstanding shall convert to a Term Loan to be amortized over 5 year period payable in 10 equal semiannual installments accruing interest at a market Interest Rate to be determined at such time.	Up to 5 years; the fixed rate will be based on the all-in variable rate
Financing Type	Variable Rate Line of Credit	Variable Rate Line of Credit	Variable Rate Line of Credit	Variable Rate Line of Credit
Indicative Interest Rates ***Variable Rates used for rate calculations:*** ***Daily SOFR (as of 11/3/25)= 4.13%*** ***1 Mo SOFR (as of 11/4/25)= 3.984%***	Draw Period Floating Rate: 3.70% Fixed Rate Term Loan: 3.35%	5.09%	Option 1 - 3.64% Option 2 - 3.60%	4.15%
Calculation	Draw Period Floating Rate: 79% of 1-Month Term SOFR + 0.54% Fixed Rate Term Loan: Set on Conversion Date using a formula of 79% of 5-Year US Treasury, + 0.42%	1 Month SOFR + 90 bps	Option 1 - 79% of 1M Term SOFR + 0.48% Option 2 - 79% of Daily SOFR + 0.34%	79% of 1M Term SOFR + 100bps
Prepayment	During Draw Period: Prepayable without penalty After Conversion Date: Prepayable without penalty after 30 months from conversion date, only on an interest payment date. Partial prepayment applied in inverse order of maturities.	Not Noted in Proposal	Not Noted in Proposal	No prepayment penalty
Unutilized Fee	N/A	N/A	Unused fee: 0.19%, charged and payable quarterly in arrears. Fee Waiver: the Unused Fee shall be waived for each quarter where the utilization on the Line is greater than 50%	None
Bank Counsel Fee	Not to exceed $12,000	Not Provided	$15,000	$6,500
Other Conditions	- Loan initially as a draw-down loan, and advances shall not exceed 1 advance per month, each in a minimum amount of $500,000; Lender will allow a one-time draw of less than $500,000, to pay costs of issuance at the closing of the Loan. - During the Draw Period, interest will be payable monthly; upon conversion, principal and interest will be payable semiannually - Borrower agrees to reimburse the Lender for all such fees, costs, and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated.	- 24 month interest only with an option to convert balance to a term loan at where monthly principal and interest payments will based on a 60 amortization schedule. - Commitment Fee: 0.50% of initial loan amount - $5,000 term sheet fee due with signed letter; if bank grants final approval, fee credited to applicable loan fees at closing, but if bank grants approval and loan not accepted, fee is non-refundable - Within 60 days of closing, depository account to be opened and funded with a balance of $300,000	- Line may be drawn on or paid down on a non-revolving basis, with draws limited to no more than1 per month for an amount of no less than $100,000. If more frequent or smaller draws are needed by the Authority, this limit can be discussed and adjusted. - Bank Counsel fee shall be paid by the Borrower, whether or not the Loan closes	- All legal fees shall be paid by the Borrower whether or not the Loan closes

November 4, 2025

Alfredo Riverol, CFO
City of South Miami
6130 Sunset Drive
South Miami, FLORIDA 33143

Reference: Up to $6.7MM Tax-Exempt, Non-Bank Qualified Draw-Down Line of Credit & Term Loan

Dear Mr. Riverol:

Regions Capital Advantage, Inc. (the "Lender") is pleased to furnish this Term Sheet (this "Term Sheet") to the City of South Miami, Florida (the "Borrower"). This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by Lender or create any obligation whatsoever on Lender's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Capital Advantage, Inc.

Borrower:	City of South Miami, Florida
Lender:	Regions Capital Advantage, Inc.
Role of Lender:	The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer and the Borrower have been informed that the Issuer and the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Borrower, respectively, deem appropriate before acting on this Term Sheet or any such other information, materials or communications.
Privately Negotiated Line:	The Borrower acknowledges and agrees that the Lender is purchasing the Bond in evidence of a privately negotiated loan and in that connection the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number.

Rebecca Reynolds-Russell, SVP
Government & Institutional Banking - Florida
100 N Tampa St, Suite 3400, Tampa, FL 33602
407.310.6074 | rebecca.reynolds@regions.com

Oscar Herrera, SVP
Commercial Banking – Miami-Dade
2800 Ponce de Leon Boulevard, Coral Gables, FL 33134
305.244.4842 | oscar.herrera@regions.com

Purpose:	The proceeds of the Line will be used for a) interim financing for culvert improvements within the City, bridge repairs over Twin Lake Canal and the purchase of land to be used as a park, and b) the issuance costs associated with the Line (collectively, the "Project").
Amount:	Up to $6,700,000
Structure:	Non-Bank Qualified Tax-Exempt Loan evidenced by a Note (the "Note", "Loan" or the "Debt Instrument"). The Loan will initially be structured as a draw-down loan and advances under the Loan shall not exceed one advance per month, each in a minimum amount of $500,000, from initial closing of the Loan to the end of the end of the draw-down period "Draw Period"), as may be requested from the Borrower from time to time. Additionally, Lender will allow a one-time draw of less than $500,000, to pay costs of issuance at the closing of the Loan. The Lender shall not be obligated to fund advance requests submitted while the Borrower is in violation of any covenant or other terms mutually agreed between the Borrower and Lender. Note will bear interest at a floating rate and be interest-only during the Draw Period. The Draw Period will be from the Closing Date through a date prior to which Project has been completed and all project funds have been requested. The Draw Period will not exceed twenty-four (24) months. Consequently, at the end of the Draw Period the Loan will convert to a fully amortizing, fixed rate term loan with required principal payments as outlined in the Repayment section of this term sheet on a date agreed upon by the Lender and Borrower (the "Conversion Date"). The term out period shall not exceed five (5) years.
Draw Period:	Up to twenty-four (24) months from the Closing Date
Conversion Date:	On or before February 1, 2028.
Maturity Date:	Up to sixty (60) months from the Conversion Date. Maturity date must fall on a payment due date.

Internal Use

Interest Rate: The Line is a Tax-Exempt, Non-Bank Qualified Debt Instrument.

Draw Period Floating Rate of 79% of 1-Month Term SOFR, plus 0.54% (3.70%, indicative as of 11/3/25).

Fixed Rate Term Loan will be set at Conversion Date using a formula of 79% of 5-Year US Treasury, plus 0.42% (3.35%, indicative as of 11/3/25).

These rates are offered for illustrative purposes only and do not constitute a commitment by the Lender to lend at the indicative rates. The actual initial variable rate for the Line may be higher or lower depending on market conditions at the time the Line is closed. The variable interest rate on this Line is subject to change from time to time based on changes in an independent index which is the SOFR index for the applicable Interest Period, (the "Index"). The Index is not necessarily the lowest rate charged by the Lender on its loans. In the event that Lender shall have reasonably determined (which determination shall be conclusive absent manifest error) that, by reason of circumstances beyond Lender's reasonable control affecting the Index, the Index is unavailable or cannot be determined then Lender, in its sole discretion, will designate a substitute index and provide notice to Borrower of such substitute index. Thereafter, such alternate index shall be deemed to be and shall become the Index as that term is used in this term sheet.

"Term SOFR" means with respect to any Interest Period the forward-looking term rate based on SOFR for a period comparable to the term of such Interest Period as published by the Term SOFR Administrator (or as published by such other comparable financial information reporting service used by Lender, in its sole discretion, at the time such rate is determined) on the day that is two (2) SIFMA Business Days prior to the first day of such Interest Period (or if not so reported, then as determined by the Lender from another recognized source, in Lender's sole discretion), subject to any corrections published by the Term SOFR Administrator. In any event, Term SOFR will not be less than zero percent (0%) per annum.

"Interest Period" means each period commencing on the last day of the immediately preceding Interest Period and ending on the same day of the month that interest is due [insert one month/three months/six months] thereafter; provided (i) the first Interest Period shall commence on the date hereof and end on the first day thereafter that interest is due, (ii) any Interest Period that ends in a month for which there is no day which numerically corresponds to the last day of the immediately preceding Interest Period shall end on the last day of the month and (iii) any Interest Period that would otherwise extend past the maturity date of this Note shall end on the maturity date of this Note.

"SIFMA Business Day" means any day that is not (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"SOFR" means a rate per annum equal to the secured overnight financing rate administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"Term SOFR Administrator" means the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of Term SOFR selected by the Lender in its sole discretion).

Internal Use

"Payment Date" means the first Business Day of each month, beginning the first Business Day of the month immediately succeeding the delivery of the Notes, and continuing regularly and monthly thereafter until the Maturity Date; provided, however, that if the Master Indenture Note is redeemed prior to the Maturity Date in accordance with the Loan Agreement and the Master Indenture Note, then the final Payment Date is the Termination Date.

Default Rate: The interest rate otherwise applicable to the Debt Instrument plus 6%.

Repayment: During the Draw Period, interest will be payable monthly (calculated on the basis of a 30-day month and a 360-day year) and due on the first (1st) calendar day of each month, commencing February 1, 2026.

Upon conversion to the Fixed Rate Term Loan, principal and interest will be payable semiannually (calculated on the basis of a 30-day month and a 360-day year) and due on each on March 1 and September 1, beginning on the September 1 or March 1 after the Conversion Date.

All payments are due on the same calendar day of the month.

Late Fee: A late fee of five percent (5%) of the total payment due will be applied to Borrower's account if payment is not received within 10 days of the payment due date.

Prepayment: During the Draw Period, the Borrower may, on any date, pay in advance the entire unpaid principal amount of this Note or any lesser portion or portions thereof by paying to the Lender the principal amount to be prepaid, plus interest accrued on such principal amount to the date of such prepayment.

After the Conversion Date, the Borrower may prepay the Note without penalty commencing 30 months from the Conversion Date. Prepayment must be on an interest payment date. Partial prepayment applied in inverse order of maturities.

The Borrower's notice of its intent to prepay shall be irrevocable.

Facility Fee: None

Covenants: Usual and customary for this type of financing, including but not limited to the following:

(1) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender:

(i.) audited financial statements, within 240 days of the end of each of the Borrower's fiscal years; and

(ii.) annual budget, within 30 days of adoption.

Other Fees, Costs and Expenses: The Borrower will be responsible for all out-of-pocket fees, costs, and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches, and recordation) incurred in connection with the negotiation, execution, delivery, administration, and enforcement of the Line Documents. In consideration of the undertakings of the Lender hereunder and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs, and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated. Butler Snow will serve as Lender's Counsel at a fee not-to-exceed $12,000.

Security: In each fiscal year while the Loan is outstanding there shall be assessed, levied and collected an ad valorem tax, without limitation as to rate or amount, on all taxable property within the corporate limits of the City (excluding exemptions as provided by applicable law), in addition to all other taxes, sufficient in amount to pay the principal of and interest on the Loan as the same shall become due and payable.

The ad valorem tax assessed, levied and collected for the security and payment of the Loan shall be assessed, levied and collected in the same manner and at the same time as other taxes are assessed, levied and collected and the proceeds of said tax shall be applied solely to the payment of the principal of and interest on the Loan.

The full faith, credit and taxing power of the City will be irrevocably pledged to the punctual payment of the principal of, interest on and prepayment premium, if any, with respect to the Loan as the same shall become due and payable.

The Lender shall have a first lien on the ad valorem taxes pledged to secure the Loan (including the proceeds derived from the sale of tax certificates in the event of a delinquency in such payment of taxes) and the other monies, if any, on deposit in the funds and accounts created under the Bond Resolution, including all earnings thereon.

The City will diligently enforce its right to receive tax revenues and will diligently enforce and collect such taxes. The City will not take any action that will impair or adversely affect its rights to levy, collect and receive said taxes, or impair or adversely affect in any manner the pledge made under the Bond Resolution or the rights of the Lender.

To the extent the ad valorem revenues are comingled with other ad valorem revenues levied and collected to pay debt service on any other debt or obligation secured by or payable from ad valorem revenues, the City agrees to pay the principal of and interest on the Loan on a pro rata basis with any other debt or obligation secured by or payable from the total ad valorem revenues collected for such purpose.

Determination of Taxability: Upon the occurrence of a Determination of Taxability of the Line due to the action or inaction of the Borrower, the Borrower agrees to pay to the Lender a rate of interest from the date of Line funding that would provide the Lender with an after-tax yield on the then outstanding principal amount of this Line at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred.

Internal Use

Representations and Warranties:	Usual and customary for this type of financing.
Defaults:	Usual and customary for this type of financing.
Remedies:	The Lender shall have all rights and remedies set forth in the Line Documents, and available at law and in equity, for the enforcement thereof.
Legal Opinions:	As an additional condition precedent to the Lender making the Line, the Borrower shall provide, among other things, the following opinions to the Lender: an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Florida to issue the Debt Instrument and execute and deliver the Line Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Line Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Line Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Florida.
Transfer Provisions:	The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Line, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Line Documents to any person without the prior written consent of the Lender.
Disclaimer:	This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.
US Patriot Act:	The Borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Borrower further represents and warrants to the Lender that the Borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Internal Use

Confidentiality:	The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.
Waiver of Jury Trial:	To the extent permitted by applicable law, each of the Borrower and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Borrower and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Term Sheet, the Debt Instrument or any of the other Line Documents. This provision is a material inducement for the Lender's determination to make the Line and for the parties to enter into the Line Documents.
Governing Law:	State of Florida

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through December 3, 2025. After such date, terms, conditions, and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

EXHIBIT A

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out-of-pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

ACCEPTANCE:

Borrower does hereby agree to all provisions contained in Exhibit A.

Borrower Signature:

City of South Miami, Florida

By: _____

Name: _____

Title: _____

Date: _____

October 30,2025

City of South Miami
6130 Sunset Dr.
South Miami, FL 33143

Loan Request: Commercial Line of Credit for $6,700,000.00 to provide interim financing for projects authorized under the City's 2024 general obligation bon referendum.

Dear Mr. Riverol,

Seacoast National Bank ("Bank") is pleased to state our intent to offer financing subject to the satisfactory completion of the Bank's underwriting procedures, compliance with all applicable Bank policies, and in accordance with the attached proposed terms and conditions. These proposed terms shall expire without notification if this proposal is not accepted by you on or before November 12th, 2025 ("Expiration"). In addition, the loan must close by no later than January 13,2026.

The purpose of this letter is limited to an expression of the Bank's intent to qualify the loans in good faith, in accordance with the stated terms and conditions, and to provide you a timely indication of the Bank's position regarding your loan applications. Please be advised, however, that the terms and conditions stated in this letter may be changed in response to disclosures discovered during the underwriting process or changes in statutory or regulatory considerations relative to your loan requests. The issuance of this letter does not represent a final commitment for financing and in no way obligates the Bank to approve the loans in any form.

In order to proceed with your loan request, please review the proposed terms and conditions and, if acceptable, sign, date and return the original of this letter to the undersigned prior to Expiration as stated above with a $5,000 term sheet fee, to accompany the signed original of this letter. If the Bank grants final approval of your request in substantive accordance with the proposed terms and conditions as set forth in this letter, then the fee shall be credited to applicable loan fees at closing. If final approval is granted in substantive accordance with the proposed terms and conditions and you elect not to accept the loans, then these monies will become non-refundable, and you agree to the full retainage of the fees by the Bank. If the terms and conditions of the final approvals vary substantially from the terms and conditions set forth in this letter and you elect not to accept the loan, or should the loan be declined by the Bank, the fee will be fully refunded to you after payment of all third-party charges.

Seacoast National Bank is pleased to express our interest in your loan request and appreciates the opportunity to service your banking needs. Should you have questions or items of discussion regarding our proposal, please contact me directly at 305-398-8893.

Sincerely,

Jacqueline Modia
Jacqueline Modia
Commercial Leader
1518 San Ignacio Ave
Miami, FL 33146

I have reviewed and hereby accept the proposed terms and conditions stated in this letter.

BORROWER:

_____
City of South Miami

TERM SHEET
SEACOAST NATIONAL BANK

October 30,2025

Set forth below is a preliminary outline of terms that may be appropriate for your request. This is not a loan commitment or an agreement of any kind by Seacoast National Bank ("Bank"). Neither this term sheet nor any other discussions between us shall imply any obligation on the part of the Bank to continue to discuss or enter into any future agreement with respect to any financing. Notwithstanding the exchange of term sheets such as this one, or correspondence or discussions relating to financing, whether or not containing expressions suggesting an agreement or understanding, no such commitment or agreement will exist unless and until it is embodied in a formal document and executed specifically as a loan commitment or other agreement by an authorized officer of the Bank. This term sheet is transmitted CONFIDENTIALLY for the sole use of the individual(s) and entities shown herein, and it may not be forwarded or disclosed to others without the express consent of the Bank.

Borrower:	City of South Miami
Purpose:	Tax Exempt Commercial Line of Credit for $6,700,000.00 to provide interim financing for projects authorized under the City's 2024 general obligation bond referendum.
Loan Amount:	$6,700,000.00
Term / Maturity:	24 month draw period/ Remaining balance fully amortized over 60 months
Repayment:	24 month interest only with an option to convert balance to a term loan at where monthly principal and interest payments will based on a 60 amortization schedule.
Interest Rate:	1 Month SOFR plus 90 bps (current rate of 5.09%)
Commitment Fee:	0.50% of initial loan amount
Closing Expenses:	Borrower's bond counsel to prepare the loan closing package and bank counsel will provide oversight and review. Banks counsel fee will be passed along to the Borrower.

Prior to Closing Conditions:

1. City Commissions meeting minutes specifically outlining loan approval details as well as authorized parties that may sign the loan documents on behalf of the City of South Miami
2. Adoption of resolution authorizing the issuance of subject note

Financial Reporting Requirements Conditions:

1. Any Additional Financial information on the borrowing group that may be requested during final underwriting

Other Loan Conditions:

1. Borrower's to open a new depository account within 60 days of loan closing with a balance of $300,000

Confidentiality: This proposal and any and all information in any way relating to the proposal and/or closing of the transactions contemplated therein are strictly confidential and the Borrower may not disclose any information in any way relating to the same without the prior written consent of the Bank.

TRUIST

Linda M. Neverson
Senior Vice President
Specialized Industries & Institutional Finance
Government Banking

515 East Las Olas Blvd, 7th Floor
Ft. Lauderdale, Florida 33301
Office: 954.233.9727
Mobile: 305.452.0380
Linda.Neverson@truist.com

November 4, 2025

Sergio Masvidal
Managing Director
PFM
MasvidalS@PFM.com

Pete Varona
Senior Managing Consultant
PFM
VaronaP@PFM.com

Alfredo Riverol
Chief Financial Officer
City of South Miami
ARiverol@SouthMiamiFL.Gov

Re: Response to City of South Miami's ("Borrower" or "CRA") *Request for Proposals for a Nonrevolving Line of Credit*

Dear Sergio, Pete, and Alfredo:

Truist is pleased to respond to City of South Miami's *Request for Proposals for a Nonrevolving Line of Credit* with the attached summary of terms and conditions. We believe we have provided a proposal that focuses on those items of greatest importance to the City.

We believe our proposal offers:

- Competitive fixed pricing.
- A comprehensive solution that supports future financing needs.
- Speed of execution.

As a dedicated Relationship Manager with Truist, I bring experience working with various government entities. Additionally, Truist's specialized Government Banking team provides tailored cash management, treasury management and escrow services for governmental entities.

As you review the materials, please keep in mind a few benefits of banking with Truist:

- Truist's has extensive experience working with government entities, including structuring interim financing solutions, exampled by the following financings:
  - Manatee County, FL - $150,000,000, Nonrevolving Line to support Hurricane recovery efforts and bridge federal and state aid receipts.
  - City of Orlando, FL - $60,000,000, Nonrevolving Line to fund improvements to the Kia Center.
  - City of Daytona Beach, FL - $15,000,000, Nonrevolving Line to fund improvements to the Jackie Robinson Ballpark.
- Truist offers clients a diverse range of financial services to ensure flexibility. These services include bank and public bond financing, funding for infrastructure needs, vehicle and equipment leasing, financial risk management and working capital solutions.
- Financial strength. Truist is a well-capitalized institution that is ethically managed and generates strong operating results. Below are the current short-term and long-term ratings of Truist, including outlooks.

As of October 1, 2025	S&P	Moody's	Fitch	DBRS Morningstar
	Ratings (Long-Term / Short-Term)			
Bank Ratings				
Issuer	A / A-1	A3	A / F1	AA / R-1H
Deposits	No Rating	A1 / P-1	A+ / F1	AA
Senior Unsecured	A	A3	A	AA
Subordinated Debt	A-	(P) A3	A-	AAL
Ratings Outlook	Stable	Stable	Stable	Stable

Linda M. Neverson
Senior Vice President
Specialized Industries & Institutional Finance
Government Banking

515 East Las Olas Blvd, 7th Floor
Ft. Lauderdale, Florida 33301
Office: 954.233.9727
Mobile: 305.452.0380
Linda.Neverson@truist.com

On behalf of Truist Bank, I thank you for giving us the opportunity to grow our relationship with the City of South Miami. We believe the attached expresses our deep desire to continue a valued banking partnership. Please do not hesitate to reach out to me if you any questions regarding our proposal or if any of the terms and conditions do not fully meet the City's requirements.

Sincerely,

Linda Neverson

TRUIST

City of South Miami

Term Sheet

November 4, 2025

Truist Bank ("Bank"), on behalf of itself and its designated affiliate (the "Lender"), is pleased to submit the following summary of terms and conditions for discussion purposes only. The term sheet is non-binding and does not represent a commitment to lend. The term sheet is intended only as an outline of certain material terms of the requested financing and does not purport to summarize all of the conditions, covenants, representations, warranties, and other provisions that would be contained in any definitive documentation for the requested financing.

<table>
<tr><td>Borrower:</td><td>City of South Miami (the "City")</td></tr>
<tr><td>Lender:</td><td>Truist Commercial Equity, Inc.</td></tr>
<tr><td>Facility/Purpose / Description:</td><td>Tax-Exempt Line of Credit (the "Line"). The Line will provide interim funding for projects authorized under the City's 2024 General Obligation Bond Referendum, namely culvert improvements within the City, bridge repairs over Twin Lake Canal and the purchase of land to be used as a park.</td></tr>
<tr><td>Amount:</td><td>Up to $6,700,000.</td></tr>
<tr><td>Funding:</td><td>The Line may be drawn on or paid down on a non-revolving basis, with draws limited to no more than one (1) per month and for an amount of no less than $100,000. If more frequent or smaller draws are needed by the Authority, this limit can be discussed and adjusted.</td></tr>
<tr><td>Repayment:</td><td>Interest shall be due and payable on the first day of each month after a draw has been made. All principal and unpaid interest shall be due at maturity.</td></tr>
<tr><td>Interest Rate:</td><td>
<table>
<tr><th>Maturity Date</th><th>**Tax-Exempt Interest Rate</th></tr>
<tr><td>24 Months</td><td>(79% of 1M Term SOFR) + 0.48%</td></tr>
<tr><td>24 Months</td><td>(79% of Daily SOFR) + 0.34%</td></tr>
</table>
Accrual basis: Act/360.
The unused fee shall be 0.19%, which shall be charged and payable quarterly in arrears.
</td></tr>
</table>

	**The interest rate for the Loan will be subject to increase in the event of a Determination of Taxability. In no event will One-Month Term SOFR ever be less than 0.00%. No tax-exempt draws will be permitted if there shall be a determination of taxability.
Fee Waiver:	The Unused Fee shall be waived for each quarter where the utilization on the Line is greater than 50%.
Term-Out Provision:	In the event that the City does not pay the full amount of the Advances outstanding on or before the Maturity Date and the Maturity Date has not been extended, and there has been no default or Event of Default, at the Lender's sole discretion, the Advances outstanding shall convert to a Term Loan to be amortized over a five (5) year period payable in ten (10) equal semiannual installments accruing interest at a market Interest Rate to be determined at such time.
Underwriting Services:	Truist Securities provides underwriting services to similarly situated borrowers and would be able to serve as the Underwriter for the $65,000,000 in General Obligation Bonds that were approved by the City's voters, should the City wish for Truist Securities to serve in that capacity.
Security:	In each fiscal year while the Line is outstanding there shall be assessed, levied and collected an ad valorem tax, without limitation as to rate or amount, on all taxable property within the corporate limits of the City (excluding exemptions as provided by applicable law), in addition to all other taxes, sufficient in amount to pay the principal of and interest on the Line as the same shall become due and payable. The ad valorem tax assessed, levied and collected for the security and payment of the Line shall be assessed, levied and collected in the same manner and at the same time as other taxes are assessed, levied and collected and the proceeds of said tax, shall be applied solely to the payment of the principal of and interest on the Line. The full faith, credit and taxing power of the City will be irrevocably pledged to the punctual payment of the principal of, interest on and prepayment premium, if any, with respect to the Line as the same shall become due and payable. The Owner shall have a first lien on the ad valorem taxes pledged to secure the Line (including the proceeds derived from the sale of tax certificates in the event of a delinquency in such payment of taxes) and the other monies, if any, on deposit in the funds and accounts created under the Bond Resolution, including all earnings thereon. The City will diligently enforce its right to receive tax revenues and will diligently enforce and collect such taxes. The City will not take any action that will impair or adversely affect its rights to levy, collect and receive said taxes, or impair or adversely affect in any manner the pledge made under the Bond Resolution or the rights of the Owner. To the extent the ad valorem revenues are comingled with other ad valorem revenues levied and collected to pay debt service on any other debt or obligation secured by or payable from ad valorem revenues, the City agrees to pay the principal of and interest on the Line on a pro rata basis with any other debt or obligation

	secured by or payable from the total ad valorem revenues collected for such purpose.
Documentation:	All documentation shall appropriately structure the financing according to Federal and State statutes, subject to acceptable review by Lender and its counsel.
Covenants:	Usual and customary covenants, reporting requirements, representations and warranties and events of default, for transactions of this type, including, without limitation, the following financial covenants and reporting requirements: • Annual Financial Statements within 270 days of fiscal year end. • Annual budget within 30 days of adoption. • The default rate shall be Prime + 3%. • No further draws upon an Event of Default.
Conditions Precedent and Other Terms:	1. Borrower's Counsel Opinion: An opinion of Borrower's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, the Lender and its counsel. 2. Bond Counsel Opinion: For tax-exempt draws, an approving opinion of bond counsel related to the Loan in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the tax-exempt Loan is excludable from gross income for Federal income tax purposes. 3. Other Items: The Bank and the Lender shall have received such other documents, instruments, approvals, or opinions as may be reasonably requested.
Lender's Legal Counsel	The Lender's legal counsel will be Michael Wiener, Holland & Knight LLP. Not-to-exceed legal fees for the closing of the Loan(s) will be $15,000 and shall be paid by the Borrower, whether or not the Loan described herein is closed.
Governing Law & Jurisdiction:	State of Florida.
Confidentiality:	The terms of this Term Sheet are confidential and, except for disclosure on a confidential basis to Borrower's financial advisors, accountants, attorneys and other professional advisors retained by Borrower for use in connection with the proposed financing or as may be required by law, may not be disclosed in whole or in part by the Borrower or any such financial advisors, accountants, attorneys or other professional advisors to any other person or entity without Bank's prior written consent. If this Term Sheet is being delivered to a financial advisor or person other than the Borrower, by receipt and use by such advisor or other person in connection with the proposed transaction, such advisor or other person agrees to be bound by the confidentiality terms set forth above.
Municipal Advisor Disclosure:	The Bank is a regulated bank and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Rule, and in this term sheet is solely providing information regarding the terms under which it would make such a purchase for its own account. The Bank is not recommending an action or

	providing any advice to the Borrower and is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own interest. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.
Patriot Act:	Pursuant to the requirements of the Patriot Act, the Bank and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Bank and its affiliates.
Expiration Date:	This Term Sheet shall expire on November 18, 2025, unless a formal commitment letter has been issued prior to such date.

TRUIST

Truist Securities Public Finance Platform Overview

Origination

- #8 largest commercial bank in the U.S.
- $2.4BN in competitive par amount senior managed in 2025
- #7 ranked in sole managed competitive transactions in 2025
- $1.2BN in negotiated par amount senior managed in 2025
- #21 ranked in senior managed negotiated transactions in 2025

Syndicate

Truist's established bond distribution network consists of four distinct channels:

1. Institutional
2. E-Trading
3. Retail Coverage
4. Truist Balance Sheet

Sales, Trading, & Research

Since January 1, 2024, Truist…

- Traded over $97.9BN in tax-exempt and taxable paper for municipal issuers
- Traded over $2.9 BN of Florida bonds*
- Maintains tier one capital of $52.8BN to support clients' transactions**

Delivered Seamlessly As One Team

Our Team

- 15 municipal sales and trading professionals
  - Over 275 years combined industry experience
  - 11 capital market professionals have worked together for over a decade across Truist and at previous firms
- 18 investment banking professionals
  - Over 170 years combined industry experience
  - 3 bankers have worked together for 18+ years

Institutional and National Retail Sales

- 76 fixed income generalists located in 13 sales and trading office locations
- 250 key national buyers of municipal securities; 500+ account base
- 979 total wealth advisors across 18 states
- $129 billion in total wealth assets
- Full electronic trading platform for municipal bonds

Truist's Municipal Secondary Trading*

Industry	Volume Traded ($000s)	% of Total
General Municipal	46,285,122	44.11%
Transportation	13,713,310	13.07%
Hospital, Health, Retirement	7,933,364	7.56%
Education	19,209,716	18.31%
Utilities	14,493,397	13.81%
Other	3,293,454	3.14%
Total	**$104,928,363**	**100.00%**

Truist's Strong Capital Position ($000s)**

Total Equity Capital	$61,764,000
Total Capital (Tier 1 + Tier 2)	$57,739,000
Excess Net Capital	$52,287,580

Truist has an unrestricted allocation of capital to support public market credit solutions when underwriting new issues.

*Source: Truist Securities from 1/1/2024 – 10/14/2025
**Source: Truist 2Q 2025 Call Report

Case Study: CPS Energy

$615,720,000
City of San Antonio, Texas Electric and Gas Systems ("CPS Energy")
Junior Lien Revenue and Refunding Bonds
Aa3/A+/AA- (Series 2025A)

- Truist served as bookrunning senior manager on CPS Energy's (Aa3/A+/AA-) $615.72 million Variable Rate Junior Lien Revenue and Refunding, Series 2053A bond issuance in October 2025
- The transaction utilized a short-term fixed rate structure with a soft put feature to (i) finance capital improvements, (ii) refund certain outstanding obligations, (iii) pay the costs of issuance
- As a part of CPS Energy's ongoing capital improvement plan, the 2025A Put Bonds financed $350 million of new money projects

Transaction Highlights:

- Refinanced $262.64 million of outstanding put bonds at a yield of 3.08%
- Financed new money projects at a weighted average yield of 3.19% for a weighted average term of 4.75 years
  - Estimated debt service savings of approximately $25 million through 5 years(1)
- Represents the largest transaction of its kind in the municipal market in over 3 years – largest par put since May 2022

City of South Miami, Florida

Summary of Indicative Terms

11/4/2025

United Community Bank ("Bank"), on behalf of itself and any designated affiliate (individually and collectively, "Lender") is pleased to provide this Summary of Indicative Terms ("Term Sheet") for discussion. This Term Sheet is a basic outline of the potential terms on which Lender would consider providing or arranging the loan described below. This is not an offer, agreement, or commitment by Lender to lend. Lender will not be bound to any agreement unless or until Lender's authorized representative signs definitive loan documentation stating that it constitutes the entire understanding and agreement of the parties as to the matters set forth therein. If the terms of a financing transaction are ultimately approved and agreed by Lender, the definitive loan documentation will contain other customary provisions, including, without limitation, representations and warranties, covenants, conditions, specified events of default and other provisions, all of which must be satisfactory to Lender in all respects.

Borrower:	City of South Miami, Florida (the "City")
Lender:	United Community Bank or United Community Public Finance, Inc., as designated in advance of closing
Loan:	Tax-Exempt Line of Credit in an amount up to $6,700,000 as outlined in the RFP.
Use of Proceeds:	The purpose of the LOC is to provide interim financing for projects authorized under the City's 2024 general obligation bond referendum. Specifically, the City will use the interim financing for culvert improvements within the City, bridge repairs over Twin Lake Canal and the purchase of land to be used as a park.
Security:	General Obligation of the City as outlined in the RFP.
Guarantor(s):	None
Maturity:	24 months from closing as outlined in the RFP.

Repayment:	Draw down facility. Interest will be paid monthly, on the 1st day of each month, commencing on March 1, 2026 or another agreed upon start date. Principal due at maturity. No prepayment penalty.
Interest Rate:	79% of (1 month Term SOFR + 100bps). Ability to term out the LOC for a period up to 5 years (as outlined in the RFP). The fixed rate will be based on the all-in variable rate above. Accrual Basis: 30/360 or another agreed upon basis.
Expenses and Fees:	None.
Financial and Other Covenants:	• Annual Financial Statements within 210 days of fiscal year end. • Annual budget within 60 days of adoption. *Or within a time period mutually agreed upon by the City and the Bank.
Conditions Precedent and Other Terms:	1. Borrower's Counsel Opinion: An opinion of Borrower's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, Lender and its counsel. 2. Bond Counsel Opinion: An approving opinion of bond counsel related to the loan in form and substance satisfactory to the Lender and for Tax-Exempt options, shall include, without limitation, an opinion delivered at the time of conversion that the interest rate on the loan is excludable from gross income for Federal income tax purposes. 3. Other Items: Lender shall have received such other documents, instruments, approvals or opinions as may be reasonably requested.
Lender's Legal Counsel:	Estimated lender legal fees for the closing of the loan will not exceed $6,500. All legal fees shall be paid by the Borrower whether or not the Loan described herein is closed.

Governing Law & Jurisdiction:	State of Florida
Municipal Advisor Disclosure:	Please note: (i) the transaction contemplated herein is an arm's length commercial transaction between Borrower and the Lender, (ii) in connection with such transaction, the Lender is acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent, or a fiduciary of Borrower, (iii) to the extent applicable, Bank is relying on the bank exemption in the Municipal Advisor Rules (or such other applicable exemptions, including as it relates to general information), (iv) Lender has not provided any advice or assumed any advisory or fiduciary responsibility in favor of Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto, (v) Lender has financial and other interests that differ from those of Borrower, and (vi) Borrower has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate (including any Municipal Advisors). Nothing herein is intended to serve as legal, tax or accounting advice. Borrower may be required to certify to the foregoing in a closing certificate. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.
Patriot Act:	Pursuant to the requirements of the Patriot Act, the Lender and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes name, address, tax identification number and other information regarding obligors that will allow the Lender to identify obligors in accordance with the Patriot Act, and the Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Lender and its affiliates.

Expiration Date:	This Term Sheet shall expire on 1/13/2026 unless a formal commitment letter has been issued prior to such date.

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1 person airlifted to trauma center after car and Brightline collide

BY DEVOUN CETOUTE
AND BRITTANY WALLMAN
dcetoute@miamiherald.com
bwallman@miamiherald.com

A collision between a Brightline train and a car in North Miami left one person seriously injured and airlifted to a hospital, authorities said.

Around 4 p.m. Wednesday, Miami-Dade Fire Rescue was called to the collision near the 14100 block of Biscayne Boulevard. The injured person, who was not identified, was airlifted to a nearby trauma center.

News helicopters showed a Brightline train parked near the accident. A WPLG-Local 10 helicopter showed a mangled car on the side of the train tracks.

Since beginning test runs in 2017, Brightline trains have struck and killed 194 people in Florida, an investigation by the Miami Herald and WLRN found.

BRIGHTLINE TRAINS HAVE STRUCK AND KILLED 194 PEOPLE.

The vast majority were pedestrians or bike riders.

Brightline trains run from Miami to Orlando, but most of the crashes and deaths have occurred in South Florida. Of the 194 dead, 168 were in South Florida: 68 in Palm Beach County, 67 in Broward and 33 in Miami-Dade, reporters found.

Brightline trains have hit 174 vehicles since 2018, but many of those car drivers or passengers survived. In those crashes, 25 people died, 63 were injured and 104 people weren't hurt at all, the reporting team found. Some of them bailed out of their cars before the train hit.



DAVID SANTIAGO dsantiago@miamiherald.com

A Brightline train passes the scene of a collision between another Brightline train and a vehicle near the 14100 block of Biscayne Boulevard in North Miami on Wednesday.

FROM PAGE 3A

GIVING

"Part of my job is working with these other fantastic nonprofits in our community, because nobody could do this work alone," she said.

Santra Denis — executive director of the Miami Workers Center, which focuses on empowering workers and tenants in Miami-Dade County — said days like Give Miami Day are especially important for social-justice organizations, which often go underfunded.

The Miami Workers Center does "real systems justice work to ensure that people are not kicked out of their homes, to make sure that workers have their rights protected," Denis said.

The organization hoped to raise $15,000, which Denis said will go toward supporting "communities [that] are in crisis right now."

Each time the running total tallied another million dollars, the crowd erupted in cheers, lights flashed and DJ Khaled's "All I Do Is Win" blasted through the stadium.

Many nonprofits, including Buddy System MIA, were surprised on stage with special donations. The group, known for its community refrigerators and food-access programs, received a $39,000 gift from The Miami Foundation — enough to keep one refrigerator stocked for a year.

"It definitely empowers us to keep going with what we're doing, and it provides us with the funding that we need to thrive throughout the year," said Valentina Sabalza, Buddy System's director of programs.

FROM PAGE 3A

MIAMI

media on Sunday. That endorsement turned the local race into a "referendum on him in his own backyard," according to anti-Trump Republican political consultant Mike Madrid.

The chance for a rejection of Trump in a county that he flipped red in a presidential election for the first time in decades last year is especially appealing to Democrats.

"When you organize everywhere, you can win anywhere — including here in Florida, where Democrats are fighting to flip Miami's mayorship for the first time in nearly 30 years," Martin said.

It wouldn't be the first time Democrats use a mayoral race as evidence they still have a pulse in Florida: State party Chairwoman Nikki Fried pointed to Democrat Donna Deegan's win in Republican-led Jacksonville as a symbol of hope for the beleaguered party throughout the 2024 election cycle.

Michigan Gov. Gretchen Whitmer also attended a fundraiser for Higgins last month, but told the Miami Herald at the time that she was not formally working with the campaign.

Both mayoral candidates have publicly demurred about the partisan overtones of their campaigns, each insisting they're running for all of Miami, as national partisan stakes descend on the race.

"We welcome all support in this election as Commissioner Higgins continues to build on her strong momentum and enthusiastic community support," Higgins' campaign manager, Christian Ulvert, said in a statement to the Herald about the DNC investment.

FROM PAGE 3A

BILL

sion, whic starts on Jan. 13.

The medical-malpractice exception was written into law in 1990 as lawmakers and business groups feared a massive spike in medical-malpractice insurance.

Healthcare and insurance interests have since fought changes to the law.

On Wednesday, representatives of the Florida Medical Association, Associated Industries of Florida and the Florida Hospital Association spoke out against the House proposal, pointing to Florida's already high cost of medical-malpractice insurance and recent major settlements, like the nearly $71 million award out of Tampa in a stroke case.

Rep. Dana Trabulsy, R-Fort Pierce, is sponsoring the legislation again this year with co-sponsor Rep. Johanna Lopez, D-Orlando. Trabulsy said she thinks running the bill is "the right thing to do."

She said she's in "constant contact" with the governor's office, but intends to run the bill as it is now — without any caps on total damages. She has previously said that insurance rates didn't come down because of the current restrictions in law despite lawmakers' intentions.

People who have been blocked by the law say most attorneys won't take those cases because they can only get economic damages and the cost of mounting a case is too high — leaving them feeling like they have no access to a fair investigation.

Lauren Korniyenko, who ran into Florida's medical-malpractice exception after the death of her mother, said it makes "justice look accessible on paper while blocking it in practice."

"No one should lose their constitutional rights just by entering a Florida hospital," Korniyenko said Wednesday.

Korniyenko said she and other families were disappointed that the Legislature didn't push to override DeSantis' veto despite lawmakers' overwhelming support.

But she said it's only a matter of time until the law changes.

"The lobbyists are paid to be here, but we actually have skin in the game," she said.

CITY OF SOUTH MIAMI, FLORIDA
CITY COMMISSION MEETING
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, December 2, 2025, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s):

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MULTI-YEAR EMPLOYMENT CONTRACT WITH THE CITY MANAGER AND AUTHORIZING ITS EXECUTION ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, PROVIDING FOR RATIFICATION OF THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT FROM JUNE 22, 2025, TO JUNE 21, 2028, BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12 AND THE CITY OF SOUTH MIAMI; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A THREE (3) YEAR AGREEMENT WITH BENCHMARK ANALYTICS, LLC. FOR THE SOUTH MIAMI POLICE DEPARTMENT'S PERSONNEL MANAGEMENT, INTERNAL AFFAIRS, FIELD TRAINING, PERFORMANCE EVALUATION, AND EARLY-INTERVENTION SOFTWARE AT A TOTAL COST OF $39,000.00, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE-YEAR TERMS; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, SELECTING AND AWARDING A FRANCHISE AND AGREEMENT TO MAYA CATERING & EVENTS INC. FOR CONCESSIONAIRE OPERATION AND MANAGEMENT SERVICES AT PALMER PARK AND SOUTH MIAMI PARK FOR A FIVE-YEAR TERM, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. PR2025-14; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND TO ENTER INTO THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING A FRANCHISE AND COMPREHENSIVE AGREEMENT WITH SOMI PADEL CENTER, LLC PURSUANT TO SECTION 255.065, FLORIDA STATUTES, FOR A PADEL CENTER ON THE ROOFTOP OF THE CITY OF SOUTH MIAMI MUNICIPAL PARKING GARAGE; PROVIDING FOR THE REQUIRED STATUTORY FINDINGS AND AUTHORIZATIONS PRIOR TO EXECUTION OF THE COMPREHENSIVE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING A FRANCHISE AND JOINT USE AGREEMENT WITH SOMERSET ACADEMY INC., KNOWN AS SOMERSET ELEMENTARY AND MIDDLE SCHOOLS, FOR THE CONTINUED USE OF CERTAIN OUTDOOR FACILITIES AT MURRAY PARK DURING THE REGULAR SCHOOL YEAR AND INDOOR BASKETBALL GYMNASIUM AT THE GIBSON-BETHEL COMMUNITY CENTER FOR END OF THE SCHOOL YEAR AWARDS CEREMONY; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE JOINT USE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTION 20-3.3 "PERMITTED USE SCHEDULE," OF THE LAND DEVELOPMENT CODE TO ALLOW CERTAIN MEDICAL AND HEALTH CARE RELATED USES IN THE GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RETROACTIVELY EXTENDING THE PREVIOUS MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the Commission with respect to this matter, such person must 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. 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.

ADA: To request a modification to a policy, practice or procedure or to request an auxiliary aide or service in order to participate in a City program, activity or event, you must on or before 4:00 p.m. 3 business days before the meeting (not counting the day of the meeting) deliver your request to the City Clerk by telephone: 305-663-6340, by mail at 6130 Sunset Drive, South Miami, Florida or email at npayne@southmiamifl.gov.

Nkenga A. Payne, CMC, FCRM
City Clerk

PUBLIC HEARING OF THE MIAMI-DADE COUNTY PLANNING ADVISORY BOARD ON AMENDMENTS TO THE MIAMI-DADE COUNTY COMPREHENSIVE DEVELOPMENT MASTER PLAN

The Miami-Dade County Planning Advisory Board (PAB) acting as the County's Local Planning Agency will conduct a public hearing to address Application No**. CDMP20250013** to amend the Miami-Dade County Comprehensive Development Master Plan (CDMP). You are invited to appear and be heard with respect to the proposed amendment.

2:00 PM, Monday, December 1, 2025
County Commission Chambers
Stephen P. Clark Center
111 NW 1 Street
Miami, FL 33128

The following is the title of the PAB resolution and a summary of the application to be considered at the PAB meeting.

MAY 2025 CYCLE SMALL-SCALE AMENDMENT FOR TRANSMITTAL

RESOLUTION OF THE MIAMI-DADE COUNTY PLANNING ADVISORY BOARD ACTING AS THE LOCAL PLANNING AGENCY ISSUING RECOMMENDATIONS TO THE BOARD OF COUNTY COMMISSIONERS REGARDING TRANSMITTAL OF MAY 2025 APPLICATION NO. CDMP20250013 TO AMEND THE COMPREHENSIVE DEVELOPMENT MASTER PLAN

Application No. CDMP20250013 (Bluenest Development, LLC.)
Size: ±2.66 gross acres; **Location:** ±200 feet north of Quail Roost Drive (SR-994/SW 200 Street) between SW 125 Avenue and SW 124 Court. **Requests:** 1) Redesignate the application site on the CDMP Land Use Plan (LUP) map; **From**: "Low Density Residential" (2.5 to 6 dwelling units per gross acre); **To:** "Low-Medium Density Residential" (6 to 13 dwelling units per gross acre); 2) Add the proffered Declaration of Restrictions in the Restrictions Table in Appendix A of the CDMP Land Use Element, if accepted by the Board of County Commissioners.

This application is being processed concurrently with zoning Application No. Z2025000130, pursuant to section 2-116.1 (5) (a) of the Miami-Dade County Code.

INFORMATION ON THE APPLICATION can be found at the Department's website at: http://www.miamidade.gov/planning/cdmp-amendment-cycles.asp or you may call (305) 375-2835 for additional information.

How to Participate:
All interested parties may:

1. view a live broadcast of the PAB meeting in the lobby of the Stephen P. Clark Center, located on the first floor;
2. speak, where permissible, in the Miami-Dade Commission Chambers located on the second floor of the Stephen P. Clark Center; members of the public will be required to register to speak on the first floor and will be directed to the Commission Chambers at the appropriate time;
3. view a live broadcast on Miami-Dade Television;
4. view a live webcast at https://www.miamidade.gov/webcasting;
5. after the meeting, view an archived copy of the meeting at www.miamidade.gov/webcasting; or
6. if you are deaf or hard of hearing, you may join the meeting using Florida Relay Service by dialing 711 on your telephone.

Miami-Dade County provides equal access and equal opportunity in its programs, services and activities and does not discriminate on the basis of disability. **You may request materials in accessible format, a sign language interpreter, Communication Access Real-time Translation (CART) services**, and/or any other accommodation to participate in any County-sponsored program or meeting. TTY users may also call 711 (Florida Relay Service). **If you need a language interpreter** at the meeting, one can be provided for you at no charge. For any of these services, please contact Alain Donderiz at 305-372-6779 or 786-442-4778 or via email at Alain.Donderiz@miamidade.gov, at least five days in advance of the meeting to initiate your request.

MIAMI-DADE COUNTY

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FROM PAGE 1A

FLU

"This is something we deal with every year," said Dr. Mary Jo Trepka, an infectious disease epidemiologist at Florida International University.

"There are things that people can do to protect themselves and help protect others," she added, noting that people can get vaccinated, mask up if they want, stay home if sick and take flu medication to help with symptoms.

HOW MUCH FLU, COVID AND RSV IS THERE IN FLORIDA?

Florida is one of many states reporting "very high" levels of influenza-like illness, according to data from the U.S. Centers for Disease Control and Prevention. That means many people are experiencing cough, fever and sore throat — common symptoms of flu, the common cold, COVID and other respiratory illnesses.

There are "moderate" levels of flu and RSV viral activity in the state's wastewater, with "very low" levels of COVID-19, federal data shows. Experts use wastewater data to get an idea of what viruses are circulating in a community.

Remember, some people get sicker than others. Young children, seniors and people with preexisting health conditions, for example, are at higher risk for severe illness.

Florida ERs are seeing "very high" levels of people coming in with the flu, CDC data shows. ERs have seen "high" levels of RSV, but it appears to be decreasing. COVID-19 levels remain "very low" but appear to be increasing.

WILL WE SEE MORE FLU IN MIAMI AND THE REST OF SOUTH FLORIDA?

Baptist Health South Florida, the largest health system in the region, has seen more patients seeking care for flu-like symptoms compared to previous years, according to Dr. Ernesto Sanz, a medical director of Baptist Health urgent care centers. Broward Health, one of the public hospital systems in Broward County, also saw more patients sick with flu-like symptoms the last two months of 2025 compared to the previous year.

Most patients sick with the flu have been able to go home to recover, according to Sanz. Most have tested positive for influenza A, similar to the rest of the country. And unlike previous years, he hasn't seen a lot of people sick with COVID.

The other good news: There may be some brief relief for people in Miami-Dade County. Miami-Dade ER visits for influenza-like symptoms have recently begun to tick down. Baptist Health has also recently noticed a slight decrease in flu-related urgent care visits, according to Sanz.

However, it's too soon to know whether that decreasing trend will continue, according to doctors and public health experts. It's not uncommon for viruses to spread more easily after the holidays, when people go back to school and work after traveling and gathering for parties.

Plus, it is still flu and cold season after all, which means we can expect to see people coughing and sniffling for a while longer. Flu season typically runs to May.

U.S. FLU, COVID AND RSV UPDATE

- The CDC is describing this 2025-2026 flu season as "moderately severe," with more than 11 million reported cases of influenza, 120,000 flu-related hospitalizations and 5,000 flu-related deaths so far. Of those deaths, nine were children.
- A mutated form of the influenza A strain H3N2 known as clade K or subclade K is behind many of the reported flu cases in the U.S. this season. Subclade K caused a severe flu season in several other countries, too.
- "Seasonal influenza activity is elevated and continues to increase across the country," the CDC said in its Monday update. "RSV activity is elevated in many areas of the country with emergency department visits and hospitalizations increasing among children 0-4 years old. COVID-19 activity is low but increasing nationally."

DOES THE FLU VACCINE WORK AGAINST SUBCLADE K? IS THERE STILL TIME TO GET IT?

Influenza, like other viruses, constantly mutates. And the "K" variant that has gained ground in the country was identified months after scientists had selected the strains to include in this year's flu vaccine formulation.

Even so, the existing flu vaccine is expected to provide some protection against the new subclade K variant that is going around, according to Sood and Trepka.

And no, it's not too late to get the influenza vaccine, according to the public health experts.

The CDC has traditionally recommended flu vaccines for people six months and older to help reduce risk for severe illness, though that changed this week. Health officials on Monday announced they would be scaling back the number of recommended vaccines for kids from 17 total to just 11. The CDC, which is overseen by U.S. Secretary of Health and Human Services and vaccine skeptic Robert F. Kennedy Jr., now says flu vaccines should only be given to a child if a doctor recommends them.

Most health insurance plans, including Medicare and Medicaid, provide free flu vaccines at in-network providers. People without insurance can often get free or low-cost flu vaccines at local health departments and community health centers.

It takes about two weeks after getting the flu shot for the body to develop antibody protections against the virus.

FROM PAGE 3A

LAWSUIT

icaid benefits based on a finding of financial ineligibility, the person or persons to whom that decision applies, and the reasons for that decision. The reasons must be set forth in sufficient detail to allow the recipient to assess the accuracy of the decision and decide whether to challenge the determination."

"Although the state presented evidence that it intends to modify its notices in the future as part of its modernization project (of the computer system), it has no immediate plans to correct the serious flaws in the NOCAs (Notice of Case Actions) and offered no evidence as to what information would be included in the modernized NOCAs," the judge wrote. "As such, absent injunctive relief, the state will continue to violate the constitutional rights of the class members."

Howard rejected a request by the plaintiffs' attorneys to reinstate to the Medicaid program people who have lost benefits and not been reinstated. The state, however, will have to provide adequate notices to such people about why their benefits were terminated, which could lead to hearings about reinstatement.

The lawsuit names as defendants Department of Children and Families Secretary Taylor Hatch and Agency for Health Care Administration Secretary Shevaun Harris. While the Agency for Health Care Administration runs much of the Medicaid program, the Department of Children and Families makes eligibility determinations.

Public Notice

NOTICE OF PUBLIC HEARING CONCERNING THE ISSUANCE BY MIAMI-DADE COUNTY, FLORIDA OF ITS AVIATION COMMERCIAL PAPER NOTES IN ONE OR MORE SERIES AND SUB-SERIES

Miami-Dade County, Florida (the "County") intends to issue from time to time, in one or more series and sub-series, pursuant to a plan of finance, its Miami-Dade County, Florida Aviation Commercial Paper Notes, Series ____ (AMT) (series designation to be inserted at the time of issuance) and other debt obligations (collectively, the "CP Notes"), in a principal amount outstanding at any one time not exceeding $600,000,000. The CP Notes are being issued for the purpose of financing a portion of the cost of certain terminal, concourse, baggage handling system, aircraft gate, passenger loading bridge, runway, taxiway, airside apron, hanger, fueling, cargo, navigation, safety, transit, roadway, hotel, parking, and other improvements and airport-related capital projects approved by the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), including, without limitation, the acquisition of approximately 2.6 acres of industrial/commercial land and related buildings for airport use within 0.9 miles from the boundaries of Miami International Airport described below and approximately 60 acres of land for airport use abutting Miami Executive Airport. All such facilities and projects are or will be owned by the County and located at either **Miami International Airport**, which is bounded by N.W. 36th Street, LeJeune Road, Perimeter Road and Milam Dairy Road, in Miami-Dade County; **Opa-locka Executive Airport**, 14201 N.W. 42nd Avenue, in Opa-locka; **Miami Executive Airport**, 12800 S.W. 145th Avenue, in Miami-Dade County; **Homestead General Aviation Airport**, 28700 S.W. 217th Avenue, in Homestead; or **Dade-Collier Training and Transition Airport**, 54575 Tamiami Trail East, in Ochopee.

Please take notice that the Board will hold a public hearing at 9:30 a.m. or as soon thereafter as may be heard, on January 21, 2026 in the Commission Chambers, on the second floor of the Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida, at which time any person may be heard regarding the facilities or projects being financed and the proposed issuance of the CP Notes. The documents regarding the proposed issuance of the CP Notes and other public records regarding the facilities and the projects being financed are in the possession of the Miami-Dade County Aviation Department (the "Aviation Department") and may be examined at reasonable times during business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, at the office of the Aviation Department at Miami International Airport located at Miami International Airport, Concourse E, Terminal Building, 5th Floor, Miami, Florida. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at this hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including testimony and evidence upon which the appeal is based.

JUAN FERNANDEZ-BARQUIN, ESQ.,
CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

For legal ads online, go to **http://legalads.miamidade.gov**

CITY OF SOUTH MIAMI, FLORIDA
CITY COMMISSION MEETING
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s):

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MULTI-YEAR EMPLOYMENT CONTRACT WITH THE CITY MANAGER AND AUTHORIZING ITS EXECUTION ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A SPECIAL EXCEPTION APPLICATION PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE, FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE; PROVIDING FOR CONDITIONS, ENFORCEMENT OF CONDITIONS, CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A DEVELOPMENT AGREEMENT WITH ALTA DEVELOPMENT LLC (DEVELOPER), PACMISO 13 CORP AND GREC PINECREST, LLC (OWNERS) FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE, PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, CORRECTIONS, IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16 "PENSIONS", ARTICLE II "CITY PENSION PLAN", BY AMENDING SECTION 16-14 "PENSION BENEFITS AND RETIREMENT DATE"; BY AMENDING SECTION 16-19 "CONTRIBUTIONS"; BY AMENDING SECTION 16-21 "PURCHASE OF CREDITED SERVICE"; BY AMENDING SECTION 16-28 "DEFERRED RETIREMENT OPTION PLAN ("DROP")", IN ORDER TO EFFECTUATE THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RETROACTIVELY EXTENDING THE PREVIOUS MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

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Nkenga A. Payne, CMC, FCRM
City Clerk

CITY OF SOUTH MIAMI
CITY COMMISSION MEETING
NOTICE OF LAND DEVELOPMENT CODE AMENDMENT FOR HEALTH CARE USES IN GENERAL RETAIL (GR)

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s) on first reading:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTION 20-3.3 "PERMITTED USE SCHEDULE," OF THE LAND DEVELOPMENT CODE TO ALLOW CERTAIN MEDICAL AND HEALTH CARE RELATED USES IN THE GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

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Nkenga A. Payne, CMC, FCRM
City Clerk

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	City Manager
Item Type:	Ordinance
Agenda Section:	ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

Subject:
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. 3/5 (COMMISSIONER BONICH)

Suggested Action:

Attachments:
CA_Memo-AIPP_Ordinance.docx
Ordinance Amending Art In Public Places Requirements.DOCX
Exhibit_A-Ordinance_Amending_Art_In_Public_Places_Requirements.docx
Ad.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY ATTORNEY
INTER-OFFICE MEMORANDUM

TO:	The Honorable Mayor, Vice Mayor, and Members of the City Commission
FROM:	Lillian Arango and Tony Recio, City Attorneys
CC:	Genaro "Chip" Iglesias
DATE:	January 20, 2026 City Commission Meeting
SUBJECT:	AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

The accompanying Ordinance was prepared and placed on the agenda at the request of the City Commission.

On November 4, 2025, the City Commission discussed potential clarifications to the public component of art displayed under the Program to ensure that art is displayed in public areas and accessible to the public, and directed the City Attorney to prepare an ordinance clarifying that lobbies and other internal spaces are not eligible for public display of art under the Program. Additional changes are proposed based on the feedback received from Trust Fund Advisory Committee Members and staff.

The Ordinance was heard on First Reading on December 2, 2025 and approved with comments to better define the qualifications for persons appointed to the Trust Fund Advisory Committee. The Ordinance is being considered on Second Reading with changes in response to the Commmission's comments.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City of South Miami (the "City") Commission finds it periodically necessary to amend its Code of Ordinances (the "Code") in order to update regulations and procedures to maintain consistency with state law and to implement municipal goals and objectives; and

WHEREAS, Section 7-17 of the Code provides for art in public places for public construction projects and private construction projects that have components open to the public (the "Program"); and

WHEREAS, on November 4, 2025, the City Commission discussed potential clarifications to the public component of art displayed under the Program to ensure that art is displayed in public areas and accessible to the public, and directed the City Attorney to prepare an ordinance clarifying that lobbies and other internal spaces not accessible to the public are not eligible for public display of art under the Program; and

WHEREAS, the City Commission desires to amend Section 7-17 of the Code to clarify the Program's procedures in order to ensure that art is displayed in public areas relating to eligible art, including the Trust Fund Advisory Committee's composition, duties, and review process, , or publicly accessible areas ensure, and compliance and participation by the City and the private developers; and

WHEREAS, the City Commission held its first public hearing on the proposed Code amendments on December 2, 2025, and, having complied with the notice requirements in the Florida Statutes, approved the proposed amendments on first reading with modifications; and

WHEREAS, the City Commission has conducted a second duly noticed public hearing on the proposed Code amendments as required by law on January 20, 2026, and further finds the proposed changes to the Code are necessary and in the best interest of the City and the community.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. **Recitals Adopted.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

Section 2. **Code Amended.** Chapter 7 'Building," Section 7-17 "Art In Public Places" is hereby amended as set forth in Exhibit "A" attached hereto.

Section 3. **Corrections.** Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 4. **Severability.** If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. **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 6. **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the ____ day of _____ , 2025.

PASSED AND ADOPTED on second reading on the ____ day of_____, 2026.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF

COMMISSION VOTE:
Mayor Javier Fernández:
Vice Mayor Brian Corey
Commissioner Lisa Bonich:
Commissioner Steve Calle:
Commissioner Danny Rodriguez:

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

Exhibit A[1]

Sec. 7-17. Art in public places.

(a) This section is known, and may be cited, as the "South Miami Art in Public Places Ordinance."

(b) Definitions. The following terms are hereby defined for this section:

(1) *City facility* means any building above-ground, that is owned by the City or any of its agencies, and/or private development built on City-owned land.

(2) *Construction cost* means and includes the cost of the entire construction of the project subject to the program, as disclosed on the master building permit and confirmed by the City's Building Official.

(3) *Trust Fund* or *South Miami Art in Public Places Trust Fund* is a distinct fund that has been established to receive dedicated revenues for deposit in an interest bearing account, which can only be spent in connection with the acquisition, display, and maintenance of public art within the City of South Miami and Program administration.

(4) *Trust Fund Advisory Committee ~~(the "~~* or *Committee")* means ~~an ad hoc~~ the advisory committee established pursuant to subsection (m) of this section. ~~comprised of any participating representatives from the Perez Art Museum, Lowe Art Museum, Bass Museum, Institute of Contemporary Art, Rubell Museum, and the Patricia and Phillip Frost Art Museum, which shall review and advise the City Commission regarding artwork proposed for a city facility or a non-municipal building subject to the program.~~

(5) *Works of Art* means the application of skill and taste to production of tangible objects, according to aesthetic principles, including, but not limited to, paintings, sculptures, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs, lighting designs and drawings. Works of Art are to be created by professional artists in the visual arts with established and or emerging practices and a track record of creating works accessioned in public and or private collections.

(c) Purpose. The City of South Miami has adopted a municipal program providing for the acquisition, display, and maintenance of public art, as contemplated by section 2-11.15 of the Miami-Dade County Code of Ordinances entitled "Works of Art in Public Places," as it may be amended from time to time. It is the purpose of this section to establish a formal city requirement for the display, funding, acquisition, commissioning and maintenance of public art. This requirement, and the policies and procedures that implement it, are referred to as the City of South Miami Art in Public Places Program (program).

(d) Intent. It is the intention of this Program to preserve the City's heritage; to enhance its character and identity; to contribute to economic development and tourism; to revitalize urban space with cultural meaning, aesthetic quality and uniqueness; to add beauty and interest in

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline. Changes made at second reading are indicated with dark highlighted thick underline and ~~strikethrough with thick underline.~~

those spaces visible to the public; and to increase opportunities for the public to experience and participate in the arts through the acquisition, display, and installation of world-class art in publicly accessible areas.

(e) Trust Fund Established. The Trust Fund is hereby established into which funds shall be deposited pursuant to this section.

(1) Upon receipt of funds as described herein, the City's department of finance shall deposit such funds into the Trust Fund.

(2) The Trust Fund Program shall be managed, administered, and maintained by the City Commission.

(3) The Trust Fund shall be used solely for public art in connection with the Program for new or existing public spaces and City facilities, implementation of this section, repair and maintenance of any works of art acquired under this section, and the Trust Fund's administrative support.

(4) Due to the cost it requires to manage the Trust Fund, the City will utilize no more than five (5) percent of the Trust Fund for administrative costs, including, but not limited to, program administrative costs, insurance costs.

(5) Expenditure of funds and any actions in furtherance of the expenditure shall be consistent with this section, and all applicable criteria and guidelines set forth in the Program; shall comply with City procedures and laws for the acquisition of goods and services; and shall be approved within the annual budget by the City Commission.

(f) Applicability of Program; Exemptions.

(1) Applicability. Except where exempted below, the Program applies to municipal and non-municipal construction projects with a construction cost of one million dollars ($1,000,000.00) or more. The minimum requirements for City Facilities are governed by the Miami-Dade County Code as amended, Section 2-11.15, which requires not less than one and one-half (1.5) percent of the construction cost of new City Facility be devoted towards the acquisition, display, repair, and maintenance of public art. The provisions in this section are supplemental to and generally more restrictive than Miami-Dade County Code provisions. If the Miami-Dade County Code provisions relating to new City Facilities are not enforced by the City, Miami-Dade County may enforce those provisions. Should a conflict arise between the provisions of this section and Miami-Dade County Code, the more restrictive will apply. A commercial property owner who is not subject to the Program may opt into the Program by submitting proposed public art to the Committee; provided the Program's requirement that the art have a value of one and one-half (1.5) percent of the construction cost does not apply.

(2) Exemptions. The Program shall not apply to:

a. New construction, additions, and modifications to single-family detached residences.

b. Tenant improvements entirely within the footprint of an existing building that do not: (i) involve a substantial renovation involving structural elements of the building or (ii) substantially modify the exterior of a building.

c. Construction projects, which are required to pay a public art fee pursuant to other applicable Miami-Dade County regulations, provided payment has been made and an official letter of compliance from Miami-Dade art in public places is documented and approved to the City Manager's satisfaction

(g) Program Contributions, Public Contributions, and Program Fees; Trust Fund Requirements.

(1) Program Contribution. Except where waived pursuant to sub-section 7-17(h), the developer of any non-municipal construction project subject to the Program must acquire, erect, display, and maintain a Work or Works of Art in a publicly accessible ~~or publicly visible~~ space within the construction project. The Work or Works of Art must have a value equal to at least one and one-half (1.5) percent of the construction cost for the construction project, unless a waiver is granted for a portion of the value under sub-section 7-17(h). Compliance with this requirement is subject to:

~~a. The valuation of the Work or Works of Art must be performed and submitted in writing by a U.S. certified art appraiser. The cost of such appraisal shall be borne solely by the developer and is exclusive of the valuation of the Work(s) of Art.~~

~~b.~~ a. *Committee Review*.

(i) Prior to the developer's acquisition or display of any proposed Work or Works of Art, ~~The~~ the Work or Works of Art shall be submitted to the Committee for review~~ed by the Committee to~~ and recommendation as to ~~determine~~ whether the proposed Work of Art qualifies for the Program subject to the following Selection Criteria:

~~(i)~~ 1. Work(s) of Art shall be located in exterior areas that are open and accessible to ~~or viewable by~~ the public such as plazas, exterior walls, and street fronts ~~places of public accommodation~~.

~~(ii)~~ 2. Work(s) of Art should be a high quality example of the work of a particular artist or recognized artistic style.

~~(iii)~~ 3. Work(s) of Art should reflect enduring artistic concepts, not transitory ones.

~~(iv)~~ 4. Work(s) of Art should reflect the cultural and ethnic diversity of the City without deviation from a standard of excellence, and advance the purpose and intent of this section.

~~(v)~~ 5. Work(s) of Art shall be appropriate for their location, composed of materials that are sensible in light of environmental conditions at the location, and capable of being maintained by the owner.

(Collectively, the above criteria shall be referred to as the "Selection Criteria.")

(ii) In making their ~~determination~~ recommendation, the Committee may ~~attach~~ propose conditions regarding modifications to location, directional orientation, maintenance requirements, structural requirements, materials, and the like to minimize maintenance costs and deterioration of the Work of Art.

(iii) The Committee's ~~determination~~ recommendation that the Work of Art meets the Selection Criteria, ~~and~~ including any proposed conditions, and that it qualifies for the Program shall be ~~final~~ presented to the City Manager for final decision

which shall be issued in writing and may include reasonable conditions. The City Manager shall approve the Work of Art, except upon identifying a compelling public interest. If the Committee's recommendation is ~~determines~~ that the proposed Work of Art does not meet the Selection Criteria, the City Manager shall approve, approve with conditions, or deny the Work of Art within 15 days. Any condition or denial by the City Manager ~~that determination~~ may be appealed to the City Commission within 15 days who shall hold a de novo public hearing to consider the Selection Criteria, the Committee's ~~decision~~ recommendation, the City Manager's decision, and any evidence provided by the developer.

b. *Valuation*. The valuation of the Work or Works of Art must be performed and submitted in writing by a U.S. certified art appraiser. The cost of such appraisal shall be borne solely by the developer and is exclusive of the valuation of the Work(s) of Art

c. *Restrictive Covenant Condition*. As a condition of building permit, the owner shall execute and record a Declaration of Restrictive Covenants on the property, in form and substance acceptable to the City Attorney, providing for, at a minimum, the continuing maintenance of the Work of Art and the public area where the Work of Art is displayed, including litter control, rust protection and mitigation, and prompt remediation of vandalism where it occurs. The minimum term of the Declaration of Restrictive Covenants shall be ten (10) years and shall be automatically extended for successive ten-year periods for the life of the development project.

(2) Fund requirements. The Program will be funded through public contributions from the City for municipal construction projects (public contribution) whether the City Facility is constructed directly by the City or through a public-private partnership where the City retains ownership of the land, and through Program fees where a Program Contribution is waived pursuant to subsection 7-17(h). The Trust Fund will be administered by the City Manager under the direction of the City Commission.

(3) The fee and the public contribution are both based on the construction cost and in each case, the fee or contribution shall be equal to one and one-half (1.5) percent of the construction cost of the project. These funds will be deposited in the Trust Fund and the principal and any earned interest may only be used for the purposes outlined in the Program. Persons or entities other than those required to make payments to the Trust Fund pursuant to this section may make a voluntary donation to the Trust Fund by specifying the use of such donation.

(h) Waiver. A developer of a non-municipal construction project may petition the City Commission to waive the art in public places Program Contribution requirement by providing one (1) or more of the following:

(1) Donation of Works of Art. Acquiring or commissioning a Work or Works of Art to be donated to the City, with credit given against the Program Contribution or other type of waiver in an amount equal to the appraised value Such Work or Works of Art shall be incorporated within public property determined to be suitable by the City Manager, in his/her sole discretion, after consideration of the recommendation of the Committee. The Work or Works of Art shall be subject to the following:

a. The Work of Art shall be acquired, erected, and displayed at the sole expense of the developer.

b. The valuation of the Work or Works of Art must be performed and submitted in writing by a U.S. certified art appraiser prior to approval by the City Commission. The cost of such appraisal shall be borne solely by the developer and is exclusive of the valuation of the Work(s) of Art.

c. The artwork and location shall be reviewed by the Committee to make a recommendation to the City Commission of the extent to which the proposed Work of Art meets the Selection Criteria, and the following:

1. Appropriateness to the city construction project or existing site.

2. Maintenance requirements.

3. Likeliness that the artist can complete the work within available funding.

4. History of the artist in terms of completion of works on time.

5. Estimated budget for the art at such location, if provided by City Manager.

(Collectively, the above criteria shall be referred to as the "Practical Criteria.")

d. As a condition of building permit for any project obtaining a waiver pursuant to this subsection, the owner shall execute and record a Declaration of Restrictive Covenants on the property where the construction project is located, in form and substance acceptable to the City Attorney, providing for, at a minimum, the continuing maintenance of the Work of Art, including litter control, rust protection and mitigation, and prompt remediation of vandalism where it occurs. The minimum term of the Declaration of Restrictive Covenants shall be ten (10) years and shall be automatically extended for successive ten-year periods for the life of the development project.

(2) Payment of Program Fees. Prior to issuance of a building permit, the owner/developer shall pay: (i) for projects with a construction cost of less than ten million dollars ($10,000,000.00), one (1) percent of the construction cost to the Trust Fund and one-half (0.5) percent of the construction cost to right-of-way beautification and placemaking enhancements; or (ii) for projects with a construction cost of ten million dollars ($10,000,000.00) or more, three-quarters (0.75) of a percent of the construction cost to the Trust Fund and three-quarters (0.75) of a percent of the construction cost to right-of-way beautification and placemaking enhancements. Funds contributed to the City for right-of-way beautification or placemaking may be spent by the City on right-of-way enhancements including, but not limited to, landscaping, hardscape, street lighting, painting, signage, and street furniture, at the City Commission's option;

(3) Historic Preservation. With the positive recommendation of the Historic Preservation Board, causing the purchase, designation, restoration, or perpetual maintenance of significant buildings and structures in an amount equal to or greater than the amount of the art in public places fee that otherwise would be required provided they have been designated as historic by the city's historic preservation board; or

(4) Parks and Open Space Donation. With the positive recommendation of the City Manager, causing the purchase of parcels, identified by the City Manager as desirable for the city's parks and open space, in an amount equal to or greater than the amount of the art in public places fee that otherwise would be required and donating such parcels to the city.

(i) In extraordinary circumstances, upon a showing of a unique hardship that is not otherwise addressed in this section, a developer may seek an adjustment of the requirements of this section. The request for adjustment will be made to the City Commission, after obtaining a recommendation from the Committee and City manager. The determination of the City Commission as to whether to exercise its discretion to grant an adjustment in extraordinary circumstances is final and not subject to further reconsideration, review, or appeal.

(j) Procedures for Selection.

(1) Selection of Locations. The Committee shall evaluate each proposed city construction project to determine its suitability as a site for Works of Art. In making its determination, the following factors will be considered:

a. Appropriateness of the city construction project as a site for works of art.

b. Physical layout of the city construction project.

c. Visibility and accessibility to the public.

(2) Additionally, the Committee shall establish a list of existing city-owned sites it considers appropriate sites for Works of Art. The criteria in subsection (a) of this section shall be used in evaluating potential sites.

(3) The acquisition, removal, and/or relocation of Works of Art, shall be in accordance with the criteria set forth in this section and any art in public places master plan approved by resolution of the Commission.

(4) Works of Art funded by the Trust Fund shall be selected according to the following procedure:

a. When the Committee recommends a particular city construction project or existing public property as being appropriate for a Work of Art, the committee shall also recommend to the Commission one (1) of the following means of obtaining the Works of Art:

1. *Open entry competition.* Through appropriate advertisement all artists are invited to enter into competition for a commission to create a Work of Art for the site. The amount to be paid for the Work(s) of Art shall be determined by the Commission after considering the Committee's recommendation. Artists may be asked to submit slides of their past work, resumes, letters of intent related to the specific project or specific proposals for the project under review.

2. *Limited entry competition.* A limited number of artists are invited to compete as set forth in subsection (a)(1) of this section.

3. *Direct selection of the artist.* An artist or several artists may be selected to develop a proposal for the project or produce the desired Work(s) of Art.

4. *Direct purchase of existing Works of Art.* A completed Work of Art is purchased. No more than ten (10) percent of the costs of the Work of Art may go to a dealer or agent.

b. In the case of a limited competition or a direct selection, an artist may be asked to develop a proposal for a specific project. If asked to develop a proposal, an artist may be paid a proposal fee on the basis of an approved fee schedule. This schedule shall be determined by the Committee after consultation and approval by the City Manager and shall consist of a sliding schedule based upon the total project commission. However, in general no more than five (5) percent of the total art in public places allocation for a project should be paid in proposal fees to artists.

c. City Manager Recommendation. Alternatively, the City Manager shall advise the Committee of a proposed location and budget estimate for a Work of Art or a series of Works of Art at the location of the public project. The Committee shall review the proposed location and budget and shall propose one (1) or more Works of Art in the manner set forth in this section.

d. In recommending a Work or Works of Art to the Commission for purchase with Trust Fund monies, the Committee shall evaluate the extent to which the Work(s) of Art meet the Selection Criteria and Practical Criteria in light of the particular location under consideration. Any member of the Committee, or the Committee as a whole, may provide contextual analysis setting forth the reasons supporting its evaluation.

(5) Reasonable expenses incurred by the Committee may be reimbursed from the Trust Fund with the approval of the City Manager, as administrative costs of administering the Trust Fund.

(6) Selection. The City Commission shall review the proposal(s) of the Committee and any supporting information and shall adopt a resolution to select the Work or Works of Art and authorize (i) the City Manager to negotiate and acquire the Work or Works of Art, (ii) authorize the expenditure of funds from the Trust Fund for acquisition and display of the Work or Works of Art, and (iii) authorize a continuing expenditure of funds for maintenance of the Work of Works of Art. All agreements made pursuant to this article shall be authorized by the City Commission.

(7) Where the selected work of art requires construction management, construction shall be managed by the City Manager's designee.

(k) The City may alternatively, by written resolution, engage Miami-Dade County Art in Public Places Program to provide on a fee basis, services of the county's committee for the selection of art in public places commissions and or acquisitions and for the project management deemed necessary for the successful implementation of an artwork commission.

(l) Accounting. The City manager must submit an expense detail of monies spent or forecasted expenditures from the Trust Fund to the City Commission within the proposed budget process.

(m) Trust Fund Advisory Committee; Composition; Appointment; Qualifications; Duties; Meetings.

(1) Composition. The Committee shall consist of at least three (3) participating representatives which may be designated by any of the following institutions: Pérez Art Museum Miami (PAMM), Lowe Art Museum, Bass Museum of Art, Institute of Contemporary Art, Rubell Museum, and the Patricia and Phillip Frost Art Museum. If fewer than three representatives from these institutions are designated, the City Commission shall appoint additional members, by majority vote, to ensure a minimum of three members comprise the Committee.

(2) Qualifications. Members appointed by the City Commission shall possess a high degree of competence in art history, architecture, sculpture, painting, artistic structural design, or other appropriate artistic media suitable for public display or integration into public places, as demonstrated by evidence of a bachelors, masters', or doctorate degree in fine arts, and at least five (5) years' employment experience as an art curator, art historian, art therapist, or fine arts professor at a museum, gallery, endowed institution, or university. The term of members appointed by the City Commission shall be two years.

(3) Duties. The Committee shall:

a. review Works of Art proposed for non-municipal construction projects subject to the Program;

b. evaluate works according to the Selection Criteria set forth in subsection (g); and

c. advise the City Manager and City Commission as provided in this section.

(4) Meeting. The Committee shall meet on an as-needed basis.

FROM PAGE 1A

FLU

"This is something we deal with every year," said Dr. Mary Jo Trepka, an infectious disease epidemiologist at Florida International University.

"There are things that people can do to protect themselves and help protect others," she added, noting that people can get vaccinated, mask up if they want, stay home if sick and take flu medication to help with symptoms.

HOW MUCH FLU, COVID AND RSV IS THERE IN FLORIDA?

Florida is one of many states reporting "very high" levels of influenza-like illness, according to data from the U.S. Centers for Disease Control and Prevention. That means many people are experiencing cough, fever and sore throat — common symptoms of flu, the common cold, COVID and other respiratory illnesses.

There are "moderate" levels of flu and RSV viral activity in the state's wastewater, with "very low" levels of COVID-19, federal data shows. Experts use wastewater data to get an idea of what viruses are circulating in a community.

Remember, some people get sicker than others. Young children, seniors and people with preexisting health conditions, for example, are at higher risk for severe illness.

Florida ERs are seeing "very high" levels of people coming in with the flu, CDC data shows. ERs have seen "high" levels of RSV, but it appears to be decreasing. COVID-19 levels remain "very low" but appear to be increasing.

WILL WE SEE MORE FLU IN MIAMI AND THE REST OF SOUTH FLORIDA?

Baptist Health South Florida, the largest health system in the region, has seen more patients seeking care for flu-like symptoms compared to previous years, according to Dr. Ernesto Sanz, a medical director of Baptist Health urgent care centers. Broward Health, one of the public hospital systems in Broward County, also saw more patients sick with flu-like symptoms the last two months of 2025 compared to the previous year.

Most patients sick with the flu have been able to go home to recover, according to Sanz. Most have tested positive for influenza A, similar to the rest of the country. And unlike previous years, he hasn't seen a lot of people sick with COVID.

The other good news: There may be some brief relief for people in Miami-Dade County. Miami-Dade ER visits for influenza-like symptoms have recently begun to tick down. Baptist Health has also recently noticed a slight decrease in flu-related urgent care visits, according to Sanz.

However, it's too soon to know whether that decreasing trend will continue, according to doctors and public health experts. It's not uncommon for viruses to spread more easily after the holidays, when people go back to school and work after traveling and gathering for parties.

Plus, it is still flu and cold season after all, which means we can expect to see people coughing and sniffling for a while longer. Flu season typically runs to May.

U.S. FLU, COVID AND RSV UPDATE

- The CDC is describing this 2025-2026 flu season as "moderately severe," with more than 11 million reported cases of influenza, 120,000 flu-related hospitalizations and 5,000 flu-related deaths so far. Of those deaths, nine were children.
- A mutated form of the influenza A strain H3N2 known as clade K or subclade K is behind many of the reported flu cases in the U.S. this season. Subclade K caused a severe flu season in several other countries, too.
- "Seasonal influenza activity is elevated and continues to increase across the country," the CDC said in its Monday update. "RSV activity is elevated in many areas of the country with emergency department visits and hospitalizations increasing among children 0-4 years old. COVID-19 activity is low but increasing nationally."

DOES THE FLU VACCINE WORK AGAINST SUBCLADE K? IS THERE STILL TIME TO GET IT?

Influenza, like other viruses, constantly mutates. And the "K" variant that has gained ground in the country was identified months after scientists had selected the strains to include in this year's flu vaccine formulation.

Even so, the existing flu vaccine is expected to provide some protection against the new subclade K variant that is going around, according to Sood and Trepka.

And no, it's not too late to get the influenza vaccine, according to the public health experts.

The CDC has traditionally recommended flu vaccines for people six months and older to help reduce risk for severe illness, though that changed this week. Health officials on Monday announced they would be scaling back the number of recommended vaccines for kids from 17 total to just 11. The CDC, which is overseen by U.S. Secretary of Health and Human Services and vaccine skeptic Robert F. Kennedy Jr., now says flu vaccines should only be given to a child if a doctor recommends them.

Most health insurance plans, including Medicare and Medicaid, provide free flu vaccines at in-network providers. People without insurance can often get free or low-cost flu vaccines at local health departments and community health centers.

It takes about two weeks after getting the flu shot for the body to develop antibody protections against the virus.

FROM PAGE 3A

LAWSUIT

icaid benefits based on a finding of financial ineligibility, the person or persons to whom that decision applies, and the reasons for that decision. The reasons must be set forth in sufficient detail to allow the recipient to assess the accuracy of the decision and decide whether to challenge the determination."

"Although the state presented evidence that it intends to modify its notices in the future as part of its modernization project (of the computer system), it has no immediate plans to correct the serious flaws in the NOCAs (Notice of Case Actions) and offered no evidence as to what information would be included in the modernized NOCAs," the judge wrote. "As such, absent injunctive relief, the state will continue to violate the constitutional rights of the class members."

Howard rejected a request by the plaintiffs' attorneys to reinstate to the Medicaid program people who have lost benefits and not been reinstated. The state, however, will have to provide adequate notices to such people about why their benefits were terminated, which could lead to hearings about reinstatement.

The lawsuit names as defendants Department of Children and Families Secretary Taylor Hatch and Agency for Health Care Administration Secretary Shevaun Harris. While the Agency for Health Care Administration runs much of the Medicaid program, the Department of Children and Families makes eligibility determinations.

Public Notice

NOTICE OF PUBLIC HEARING CONCERNING THE ISSUANCE BY MIAMI-DADE COUNTY, FLORIDA OF ITS AVIATION COMMERCIAL PAPER NOTES IN ONE OR MORE SERIES AND SUB-SERIES

Miami-Dade County, Florida (the "County") intends to issue from time to time, in one or more series and sub-series, pursuant to a plan of finance, its Miami-Dade County, Florida Aviation Commercial Paper Notes, Series ____ (AMT) (series designation to be inserted at the time of issuance) and other debt obligations (collectively, the "CP Notes"), in a principal amount outstanding at any one time not exceeding $600,000,000. The CP Notes are being issued for the purpose of financing a portion of the cost of certain terminal, concourse, baggage handling system, aircraft gate, passenger loading bridge, runway, taxiway, airside apron, hanger, fueling, cargo, navigation, safety, transit, roadway, hotel, parking, and other improvements and airport-related capital projects approved by the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), including, without limitation, the acquisition of approximately 2.6 acres of industrial/commercial land and related buildings for airport use within 0.9 miles from the boundaries of Miami International Airport described below and approximately 60 acres of land for airport use abutting Miami Executive Airport. All such facilities and projects are or will be owned by the County and located at either **Miami International Airport**, which is bounded by N.W. 36th Street, LeJeune Road, Perimeter Road and Milam Dairy Road, in Miami-Dade County; **Opa-locka Executive Airport**, 14201 N.W. 42nd Avenue, in Opa-locka; **Miami Executive Airport**, 12800 S.W. 145th Avenue, in Miami-Dade County; **Homestead General Aviation Airport**, 28700 S.W. 217th Avenue, in Homestead; or **Dade-Collier Training and Transition Airport**, 54575 Tamiami Trail East, in Ochopee.

Please take notice that the Board will hold a public hearing at 9:30 a.m. or as soon thereafter as may be heard, on January 21, 2026 in the Commission Chambers, on the second floor of the Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida, at which time any person may be heard regarding the facilities or projects being financed and the proposed issuance of the CP Notes. The documents regarding the proposed issuance of the CP Notes and other public records regarding the facilities and the projects being financed are in the possession of the Miami-Dade County Aviation Department (the "Aviation Department") and may be examined at reasonable times during business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, at the office of the Aviation Department at Miami International Airport located at Miami International Airport, Concourse E, Terminal Building, 5th Floor, Miami, Florida. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at this hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including testimony and evidence upon which the appeal is based.

JUAN FERNANDEZ-BARQUIN, ESQ.,
CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

For legal ads online, go to **http://legalads.miamidade.gov**

CITY OF SOUTH MIAMI, FLORIDA
CITY COMMISSION MEETING
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s):

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MULTI-YEAR EMPLOYMENT CONTRACT WITH THE CITY MANAGER AND AUTHORIZING ITS EXECUTION ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A SPECIAL EXCEPTION APPLICATION PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE, FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE; PROVIDING FOR CONDITIONS, ENFORCEMENT OF CONDITIONS, CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A DEVELOPMENT AGREEMENT WITH ALTA DEVELOPMENT LLC (DEVELOPER), PACMISO 13 CORP AND GREC PINECREST, LLC (OWNERS) FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE, PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, CORRECTIONS, IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16 "PENSIONS", ARTICLE II "CITY PENSION PLAN", BY AMENDING SECTION 16-14 "PENSION BENEFITS AND RETIREMENT DATE"; BY AMENDING SECTION 16-19 "CONTRIBUTIONS"; BY AMENDING SECTION 16-21 "PURCHASE OF CREDITED SERVICE"; BY AMENDING SECTION 16-28 "DEFERRED RETIREMENT OPTION PLAN ("DROP")", IN ORDER TO EFFECTUATE THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RETROACTIVELY EXTENDING THE PREVIOUS MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the Commission with respect to this matter, such person must 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. 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.

ADA: To request a modification to a policy, practice or procedure or to request an auxiliary aide or service in order to participate in a City program, activity or event, you must on or before 4:00 p.m. 3 business days before the meeting (not counting the day of the meeting) deliver your request to the City Clerk by telephone: 305-663-6340, by mail at 6130 Sunset Drive, South Miami, Florida or email at npayne@southmiamifl.gov.

Nkenga A. Payne, CMC, FCRM
City Clerk

CITY OF SOUTH MIAMI
CITY COMMISSION MEETING
NOTICE OF LAND DEVELOPMENT CODE AMENDMENT FOR HEALTH CARE USES IN GENERAL RETAIL (GR)

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s) on first reading:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTION 20-3.3 "PERMITTED USE SCHEDULE," OF THE LAND DEVELOPMENT CODE TO ALLOW CERTAIN MEDICAL AND HEALTH CARE RELATED USES IN THE GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

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Nkenga A. Payne, CMC, FCRM
City Clerk

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	Planning & Zoning Department
Item Type:	Ordinance
Agenda Section:	ORDINANCE(S) FIRST READING(S) PUBLIC HEARING(S)

Subject:
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTION 20-3.3 "PERMITTED USE SCHEDULE," OF THE LAND DEVELOPMENT CODE TO ALLOW CERTAIN MEDICAL AND HEALTH CARE RELATED USES IN THE GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)

Suggested Action:

Attachments:
Medical_Office_CM_Memo_-_01-10-2026.docx
Ordinance General Retail Permitted Uses - CAv1.docx
4CB8259-Exhibit A-Ordinance-GR Permitted Uses_REV.docx
Healthcare_Use_Business_Impact_Estimate_Form.docx
Ad.pdf

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor, Vice Mayor, and Members of the City Commission

FROM: Genaro "Chip" Iglesias, City Manager

DATE: January 20, 2026

SUBJECT: Ordinance amending Section 20-3.3(D) of the Land Development Code, to permit medical and health care related uses in the General Retail (GR) zoning District.

RECOMMENDATION:

Approval to amend the City's Permitted Use Schedule, Section 20-3.3(D) of the LDC, to permit medical and health care related uses in the General Retail ("GR") zoning district.

BACKGROUND:

Currently, most healthcare-related uses are listed in the City's Permitted Use Schedule, Section 20-3.3(D) of the Land Development Code ("LDC"). At its October 21, 2025, meeting, the City Commission discussed the regulations governing the "General Retail" zoning district, specifically as they relate to permitted uses within that district. During that discussion, the Commission considered the possibility of amending the use schedule to allow medical offices—and potentially other health-related offices—as either permitted or special uses within the General Retail district.

ANALYSIS:

The General Retail (GR) District includes properties located along the south side of Bird Road and the south side of U.S. 1. Currently, permitted uses within the district include dental offices, massage therapy establishments, veterinary clinics, and urgent care facilities. However, other health-related uses—such as medical offices, acupuncturists, and psychologists—are not presently permitted.

The proposed draft ordinance would allow these additional health-related uses as permitted uses by right. This amendment would better align the GR District with the Commercial Retail and Office land use designation, which is intended to accommodate commercial uses as permitted under the Land Development Code ("LDC"). Additionally, this change would ensure continued consistency with Future Land Use Objective 5.3 (Support Bird Road Commercial Area) and Objective 5.4 (Support U.S. 1 Commercial Area).

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTION 20-3.3 "PERMITTED USE SCHEDULE," OF THE LAND DEVELOPMENT CODE TO ALLOW CERTAIN MEDICAL AND HEALTH CARE RELATED USES IN THE GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provides municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City of South Miami ("City") has adopted a Land Development Code (the "LDC") to promote the health, safety, community acceptable standard of morals, and general welfare of the residents of the City through the stated regulations of this LDC; and

WHEREAS, the City Commission finds it periodically necessary to amend the LDC in order to update regulations and procedures to implement planning goals and objectives; and

WHEREAS, the City has established the General Retail District (GR) to delineate areas which permit a broad range of retail uses are permitted along with compatabile office uses; and

WHEREAS, current regulations for GR do not allow medical office uses, however, medical office uses are permitted in the Specialty Retail (SR) district which formerly applied in much of the SoMi District area; and

WHEREAS, on October 21, 2025, the City Commission discussed the "General Retail" zoning district regulations and amendments to provide for medical offices, and potentially other health-related offices, as a permitted or special use in the GR district; and

WHEREAS, the City Commission desires to amend Section 20-3.3, "Permitted Use Schedule," to allow for medical and other health related office uses in the GR district; and

WHEREAS, on December 9, 2025,the Planning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and unanimously recommended approval to the City Commission; and

WHEREAS, on _____, the City Commission approved the ordinance on first reading; and

WHEREAS, on _____, the City Commission conducted a duly noticed public hearing as required by law and approved the ordinance on second reading; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest and welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AS FOLLOWS:[1]

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

Section 2. Amending Section 20-3.3 of the LDC. Section 20-3.3, "Permitted Use Schedule," of the LDC is hereby amended to read as set forth in Exhibit "A."

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final Ordinance for signature.

Section 4. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. 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 6. Implementation. The City Manager is hereby authorized to take any and all necessary action to implement the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED on first reading on the ____ day of _____ , 2026.

PASSED AND ADOPTED on second reading on the ____ day of_____, 2026.

ATTEST:	APPROVED:
_____	_____
CITY CLERK	MAYOR
READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND	COMMISSION VOTE: Mayor Javier Fernández:

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Modifications proposed by the Planning Board are shaded in grey. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline. Modifications made at second reading are shaded in dark grey.

EXECUTION THEREOF

Vice Mayor Brian Corey
Commissioner Lisa Bonich:
Commissioner Steve Calle:
Commissioner Danny Rodriguez:

_____

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

Exhibit A[1]

20-3.3 – Permitted Use Schedule

* * *

SECTION 20-3.3(D)
PERMITTED USE SCHEDULE

P	=	PERMITTED BY RIGHT
S	=	PERMITTED AS SPECIAL USE
COND	=	SPECIAL USE CONDITIONS (See Section 20-3.4)
OFF-STREET PARKING	=	OFF-STREET PARKING REQUIREMENTS (See Section 20-4.4(B) and as modified by Article VIII to TODD parking)
X	=	No conditions were adopted

USE TYPE	RS-1	RS-2	RS-3	RS-4	RS-5	RT-6	RT-9	RT-18	LRM-18	RM-24	RO	LO	MO	NR	SR	GR	MUAH	TODD-MU-4	TODD-MU-5	TODD-MU-6	TODD-MUM	TODD-PI	TODD-PR	H	PI	R	PR	DS	COND	OFF-STREET PARKING
Planned Unit Development Residential Uses	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S							S				S	8	
Adult Family Care Home	S	S	S	S	S	S	S	S	S	S	S																		13	1
Assisted Living Facility (ALF)																	S	S	S	S										18
Accessory Dwelling Unit (ADU)								P																						
Boardinghouse												P	P		P		P	P	P	P	P									17
Dwelling, Single Family	P	P	P	P	P	P	P	P	P	P	S																		17	1
Dwelling, Tourist												P	P		P		P	P	P	P	P									3
Dwelling, Townhouse						P	P	P	P	S					P		P	P	P	P	P								17	2
Dwelling, Duplex ~~Two-Family~~						P	P	P	P	S							P												17	1
Dwelling, Multifamily									P	S					P		P	P	P	P	P							P	17	3
Community Residential Home, 7 or more								P	P	P							P	P	P										13	1
Group Home I Licensed (6 or less)	S	S	S	S	S	S	S	S	S	S	S							S	S	S	S								15	1
Group home II Licensed (6 or less)	S	S	S	S	S	S	S	S	S	S	S							S	S	S	S								15	1
Home-Based Business Accessory to a dwelling unit [4]	P	P	P	P	P	P	P	P	P	P	P		P		P		P	P	P	P	P	P								
Live-Work [5]								P										S	S	S	S								~~27, 28~~	
PUBLIC AND INSTITUTIONAL USES																														
Adult Day Care Facility																				S	S									11
Child Care Facility (7 or more children)									S	S	S	S	S	S	S		S	P	P	S	S	P		S	P	P			23	10
Community Facilities																											P			
Community Garden																		S	S	S	S	S	S						25	
Continuing Care Retirement Community																													13	18
Early Childhood Child Care, Pre-K, Pre-School													P	P	P			P	P	S										11
Fraternal Organization or Private Club									S	S	S	S	S		P			P	P	P	P	S			S			P	2	7
Governmental Administration													P		P		P	P	P	P	P	P	P		P		P	P		10
Hospital																								S					14	5
Mobile Pet Grooming Service	P	P	P	P	P	P	P		P	P																			-	-
Museum, Library, or Art Gallery												P	P		P	P	P	P	P	P	P	P			P			P		12
Nursing Home / Skilled Nursing Facility																		P	P	P	P				P				13	18
Greenway, Park, Plaza, or Playground, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P		P		P	P		
Social Services Agency											S	S	S	S	S			S	S	S	S	S			S			S		10
EDUCATIONAL USES																														

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School, Elementary or Secondary												S		S		S	S	S	S				S				23	12
School (ancillary to principal use), Church																								P				12
School, Private or Charter												S		S			S	S	S		S						23	12
School, Vocational												S		S			S	S	S	S	S						23	12
RELIGIOUS USES																												
Church, Temple, Synagogue or Mosque									S	S	S	S	S								S				P			1	6

9

USE TYPE	RS-1	RS-2	RS-3	RS-4	RS-5	RT-6	RT-9	RT-18	LRM-18	RM-24	RO	LO	MO	NR	SR	GR	MUAH	TODD-MU-4	TODD-MU-5	TODD-MU-6	TODD-MUM	TODD-PI	TODD-PR	H	PI	R	PR	DS	COND	OFF-STREET PARKING
BUSINESS AND PROFESSIONAL SERVICES																														
Accessory Medical Services																		P	P	P	P			S					18	7
Accounting and Auditing Services											P	P	P		P		P	P	P	P	P							P		10
Acupuncturist											P	P	P		P	P	P	P	P	P	P							P		9
Advanced Registered Nurse Practitioner											P	P	P					P	P	P	P									9
Advertising Agency											P	P	P		P		P	P	P	P	P							P		10
Animal Hospital or Veterinarian													S			S		S	S	S									21	12
Architectural Services											P	P	P		P		P	P	P	P	P							P		10
Automobile Parking Structure																		P	P	P	P							P		
Automobile Rental Agency																S				S								P	22	11**
Automobile Repair and Body Shop																				S										11
Automobile Repair																				S										11
Automobile Upholstery and Top Shop																				S										11
Automobile Washing / Detailing Operations																				S									10	11
Bank or Savings Institutions, Mortgage Banking / Mortgage Brokerage												P	P		P	P	P		P	P	P							P		11
Beauty or Barber Shop (includes nail/skin care as accessory or as separate establishment)											P	P	P	P	P	P	P	P	P	P	P	P						P	10	11
Bed and Breakfast															P		P	P	P	P										4
Billiard Parlor																				S								P		11
Bowling Alley or Skating Rink																S				S								P	11	16
Bowling Alley /Restaurant /Entertainment Center															S		S			S	S							P		16
Building Contractors Office												P	P		P		P	P	P	P	P							P		10
Carpet Cleaning Service																				S										11
Catering Services																				P	P							P		11
Chiropractic Office or Clinic											P	P	P	P	P		P	P	P	P	P			S						9
Counseling Services											P	P	P	P	P	P	P	P	P	P	P							P		10
Contractor Plant and Storage																														14
Computer Supplies and Services												P	P		P	P	P	P	P	P	P							P		11
Credit Reporting Services												P	P		P		P	P	P	P	P							P		10
Dentist Office in the GR District, no more than one dentist office per building and limited to 15% of total building gross floor area											P	P	P	P	P	P	P	P	P	P	P		P			P			9	11
Dry Cleaning Substation (no processing)												S	S	P	P	P	P	P	P	P	P							P	16	11
Dry Cleaning Plant															S	S	S	S	S	S									7	11
Employment Agency												P	P		P		P	P	P	P	P							P		10
Engineering Services											P	P	P		P		P	P	P	P	P							P		10
Film Processing Substation												S	S	P	P		P	P	P	P	P								16	11
Funeral Home												S	S																3	11
Hotel or Motel												P	P		P		P	P	P	P	P							P		4
Insurance Agency											P	P	P	P	P		P	P	P	P	P							P		10
Interior Decorator, Showroom and Sales												P	P		P		P	P	P	P	P							P		10
Interior Decorator, Office Only												P	P		P		P	P	P	P	P							P		10
Investigative Services											P	P	P		P		P	P	P	P	P							P		10
Investment and Tax Counseling											P	P	P		P		P	P	P	P	P							P		10

USE TYPE	RS-1	RS-2	RS-3	RS-4	RS-5	RT-6	RT-9	RT-18	LRM-18	RM-24	RO	LO	MO	NR	SR	GR	MUAH	TODD-MU-4	TODD-MU-5	TODD-MU-6	TODD-MUM	TODD-PI	TODD-PR	H	PI	R	PR	DS	COND	OFF-STREET PARKING
Laboratory, Medical or Dental											P	P	P		P		P	P	P	P	P			P						9
Laundromat														P	P		P	P	P	P										11
Law Office											P	P	P		P		P	P	P	P	P							P		10
Lawn Maintenance Services																														11
Learning Centers or Educational Facilities																												P		10
Loan or Finance Agency											P	P		P		P	P	P	P	P								P		10
Mail and Parcel Center												P	P	P	P	P	P	P	P	P	P							P		10
Market Research Services											P	P	P		P		P	P	P	P	P							P		10
Massage Therapist											P	P	P	P	P	P	P	P	P	P	P							P		9
Medical Office											P	P	P		P	P	P	P	P	P	P			P						9
Messenger or Courier Services												P	P		P		P	P	P	P	P							P		11
Mobile Automobile Wash / Wax Service											S	S	S	S	S	S	S	S	S	S	S	S		S				P	20	na
Notary Public											P	P	P	P	P		P	P	P	P	P							P		10
Office, Business or Professional * 50% of ground floor square footage must be retail uses.											P	P	P		P	P*	P	P	P	P	P							P		10
Opticians or Optical Goods											P	P	P		P		P	P	P	P	P			P				P		9
Personal Skills Instruction Studio****											P	P	P	P	P	P	P	P	P	P	P							P		10
Photographic Studio											P	P	P		P		P	P	P	P	P							P		11
Physical Fitness Facility****											S	S	S		P		P	P	P	P	P							P	25	11
Physical Therapist											P	P	P	P	P			P	P	P	P							P		9
Picture Framing Store															P		P	P	P	P	P							P		11
Planning and Zoning Consultant											P	P	P		P		P	P	P	P	P							P		10
Psychologist											P	P	P			P	P	P	P	P	P									9
Public Relations Services											P	P	P		P		P	P	P	P	P							P		10
Quick Printing												P	P	P	P	P	P	P	P	P	P							P		11
Radio and Television Repair Shop																				P	P									11
Real Estate Agency											P	P	P	P	P		P	P	P	P	P							P		10
Reproduction and Stenographic Services												P	P		P		P	P	P	P	P							P		11
Research and Development, Incubator												P	P							P										14
Reupholstery and Furniture Repair																			S	S										12
Shoe Repair Shop														P	P		P	P	P	P	P							P		11
Stock Brokerage											P	P	P		P		P	P	P	P	P									10
Tailor or Seamstress															P		P	P	P	P	P							P		11
Tanning Studio															P		P			P	P							P		11**
Telephone Answering Service											P	P	P		P		P	P	P	P	P									11
Tutorial Services											P	P	P		P		P	P	P	P	P							P		11
Auditorium, Theater or Cinema															P		P	P	P	P								P		15
Travel Agency												P	P	P	P		P	P	P	P	P							P		10
Watch and Clock Sales and Repair															P	P	P	P	P	P	P							P		11
RETAIL AND WHOLESALE TRADE																														
Air Conditioning Sales and Service																P				P										11
Antique or Curio Shop															P	P	P	P	P	P	P							P		11
Automobile Accessories and Parts																S				P									X	11
Automobile Dealer																S													9	11
Automobile Showroom																												P[2]		11
Bait and Tackle Shop																P														11
Bakery															P	P	P	P	P	P	P							P		11
Bicycle Sales and Service															P	P	P	P	P	P	P							P		11
Boat Dealer																S													9	11
Book or Stationery Store												S	S		P	P	P	P	P	P	P							P	16	11
Business Machine Sales and Service															P	P	P	P	P	P	P							P		11
Camera and Photo Supply Store												S	S		P	P	P	P	P	P	P							P	16	11
Carpeting and Flooring Sales															P	P	P	P	P	P	P							P		11
Clothing or Apparel Store (new only)															P	P	P	P	P	P	P							P		11

USE TYPE	RS-1	RS-2	RS-3	RS-4	RS-5	RT-6	RT-9	RT-18	LRM-18	RM-24	RO	LO	MO	NR	SR	GR	MUAH	TODD-MU-4	TODD-MU-5	TODD-MU-6	TODD-MUM	TODD-PI	TODD-PR	H	PI	R	PR	DS	COND	OFF-STREET PARKING
Confectionary or Ice Cream Parlor												S	S	P	P	P	P	P	P	P	P							P	16	8
Consumer Electronics or Music Store															P	P	P	P	P	P	P							P		11
Cosmetics Store															P	P	P	P	P	P	P							P		11
Dairy Products Store														P	P	P	P	P	P	P	P							P		8
Deli														P	P	P	P	P	P	P	P							P		8
Department of dry Gods Store															P	P	P	P	P	P	P							P		12
Drinking Place, Bar / Lounge												S	S		S	S	P	P	P	P	P							P	16	7
Drug or Sundry Store - Not selling prescription drugs												S	S	P	P	P	P	P	P	P	P								16	11
Drug, Pharmacy or Sundry Stores selling prescription drugs and Medical Marijuana Retail Center												S	S	S	S	S	S	S	S	S	S							S	24	9
Fabric or Drapery Shop															P	P	P	P	P	P	P							P		11
Florist												S	S	P	P	P	P	P	P	P	P							P	16	11
Gasoline Service Station																S													5	11
Grocery Store (over 4,000 sf gfa)															P	P	P	P	P	P	P							P		8
Gift, Novelty or Souvenir Shop												S	S		P	P	P	P	P	P	P							P	16	11
Glass and Mirror Sales and Services																P				P	P									11
Hardware Store															P	P	P	P	P	P	P							P		11
Heavy Machinery Sales, Rental and Services																														11
Hobby, Toy or Game Shop												S	S		P	P	P	P	P	P	P							P	16	11
Household Appliance Store															P	P	P	P	P	P	P							P		11
Home Furniture or Furnishings Store															P	P	P	P	P	P	P							P		11
Jewelry Store												S	S		P	P	P	P	P	P	P							P	16	11
Lawn and Garden Supplies																P														11
Lawnmower Sales and Services																P														11
Lighting Fixtures Store															P	P	P	P	P	P	P							P		11
Liquor or Package Store															S	S	P	S	S	S	P							S		11
Luggage or Leather Goods Store															P	P	P	P	P	P	P							P		11
Lumber and Building Materials Store																														11
Microbrewery / Brew Pub [3]																		P	P	P	P									
Mobile Food Vendors																				P								P	*	Na
Motorcycle Dealer																S				S								P	9	11
Neighborhood Convenience Store																			***	***	***								26	11
Newsstand												S	S	P	P	P	P	P	P	P	P							P	16	11
Office Supplies												S	S		P	P	P	P	P	P	P							P	16	11
Paint, Glass and Wallpaper Store															P	P	P	P	P	P	P									11
Pet Sales or Grooming Services															P	P	P	P	P	P	P							P		11
Plant Nursery or Greenhouse																P														11
Plumbing Fixture Sales																P				P										11
Poultry, Meat or Seafood Market															P	P	P	P	P	P	P							P		11
Recreational Vehicle Dealer																S													9	11
Restaurant, Accessory												S	S							P	P							P	16	Na
Restaurant, Convenience																S				P	P							P	4a	7
Restaurant, General														P	P	P	P	P	P	P	P							P		7
Restaurant, Walk-Up														P	P		P	P	P	P	P							P		7
Sewing, Needlework or Piece Goods Store															P	P	P	P	P	P										11
Shoe Store															P	P	P	P	P	P	P							P		11
Sporting Goods Store															P	P	P	P	P	P	P							P		11
Tea Room															P	P	P			P	P							P		12
Tobacco Shop												S	S	P	P	P	P	P	P	P	P							P	16	11
Used Merchandise Store: Consignment Goods															S	S	S	S	S	P								S	6	11
Used Merchandise Store: Secondhand Goods																S				S									6	11

USE TYPE	RS-1	RS-2	RS-3	RS-4	RS-5	RT-6	RT-9	RT-18	LRM-18	RM-24	RO	LO	MO	NR	SR	GR	MUAH	TODD-MU-4	TODD-MU-5	TODD-MU-6	TODD-MUM	TODD-PI	TODD-PR	H	PI	R	PR	DS	COND	OFF-STREET PARKING
Used Merchandise Store: Vehicle Parts																				S									6	11
Variety Store															P	P	P	P	P	P									P	11
Wholesale Sales and Storage																														13
TRANSPORTATION, WAREHOUSING AND COMMUNICATIONS																														
Radio and TV Broadcasting Station												P	P		P	P	P	P	P	P							P			12
Bus, Transit, Taxi, Limousine, or On-Demand Vehicles Service Facility															P	P		P	P	S										12
Food Storage Locker																														12
Material Storage Yard																													12	
Parking Lot, Commercial														P		P	P		P	P	P	P			P			P		
Storage Garage																														14
Transfer and Moving Company																														14
Vehicle and Truck Storage																														14
Public Warehousing and Storage																				S										14
MANUFACTURING AND INTENSIVE USES																														
Apparel Products																				S										14
Artist Studio																				S									28	14
Cabinet Making and Millwork																				S										14
Food Products (no abattoir)																				S										14
Furniture and Fixtures																				S										14
Machine Shop																				S										14
Ornamental Metalwork Shop																				S										14
Paint and Allied Products																				S										14
Printing, Publishing or Bookbinding																				S										14
Sign Painting and Lettering Shop																				S										14
Small Scale and Custom Manufacturing Business																				S									28	14
Stone Cutting and Processing																														14
Tire Vulcanizing and Retreading																														14
Upholstery Shop																				S										14

* * *

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: January 20, 2026	Agenda Item No. ____

Ordinance Title:
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTION 20-3.3 "PERMITTED USE SCHEDULE," OF THE LAND DEVELOPMENT CODE TO ALLOW CERTAIN MEDICAL AND HEALTH CARE RELATED USES IN THE GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served
The ordinance proposes to amend the City's Permitted Use Schedule, Section 20-3.3(D) of the Land Development Code (LDC) to permit medical and health care related uses in the City's General Retail (GR) zoning district. The uses to be added to the GR district include medical offices, acupuncturists, and psychologists which are all currently not permitted.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:
There will be no direct business compliance costs.

b. New Charges/Fees on Businesses Impacted:
No new fees or charges will be created and/or incurred by adopting this ordinance.

c. Estimate of Regulatory Costs:
There are no regulatory costs associated with this ordinance

Good Faith Estimate of Number of Businesses Likely Impacted:
There will be zero impact on businesses.

Any Additional Information:

[1] Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement, including but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

FROM PAGE 1A

FLU

"This is something we deal with every year," said Dr. Mary Jo Trepka, an infectious disease epidemiologist at Florida International University.

"There are things that people can do to protect themselves and help protect others," she added, noting that people can get vaccinated, mask up if they want, stay home if sick and take flu medication to help with symptoms.

HOW MUCH FLU, COVID AND RSV IS THERE IN FLORIDA?

Florida is one of many states reporting "very high" levels of influenza-like illness, according to data from the U.S. Centers for Disease Control and Prevention. That means many people are experiencing cough, fever and sore throat — common symptoms of flu, the common cold, COVID and other respiratory illnesses.

There are "moderate" levels of flu and RSV viral activity in the state's wastewater, with "very low" levels of COVID-19, federal data shows. Experts use wastewater data to get an idea of what viruses are circulating in a community.

Remember, some people get sicker than others. Young children, seniors and people with preexisting health conditions, for example, are at higher risk for severe illness.

Florida ERs are seeing "very high" levels of people coming in with the flu, CDC data shows. ERs have seen "high" levels of RSV, but it appears to be decreasing. COVID-19 levels remain "very low" but appear to be increasing.

WILL WE SEE MORE FLU IN MIAMI AND THE REST OF SOUTH FLORIDA?

Baptist Health South Florida, the largest health system in the region, has seen more patients seeking care for flu-like symptoms compared to previous years, according to Dr. Ernesto Sanz, a medical director of Baptist Health urgent care centers. Broward Health, one of the public hospital systems in Broward County, also saw more patients sick with flu-like symptoms the last two months of 2025 compared to the previous year.

Most patients sick with the flu have been able to go home to recover, according to Sanz. Most have tested positive for influenza A, similar to the rest of the country. And unlike previous years, he hasn't seen a lot of people sick with COVID.

The other good news: There may be some brief relief for people in Miami-Dade County. Miami-Dade ER visits for influenza-like symptoms have recently begun to tick down. Baptist Health has also recently noticed a slight decrease in flu-related urgent care visits, according to Sanz.

However, it's too soon to know whether that decreasing trend will continue, according to doctors and public health experts. It's not uncommon for viruses to spread more easily after the holidays, when people go back to school and work after traveling and gathering for parties.

Plus, it is still flu and cold season after all, which means we can expect to see people coughing and sniffling for a while longer. Flu season typically runs to May.

U.S. FLU, COVID AND RSV UPDATE

- The CDC is describing this 2025-2026 flu season as "moderately severe," with more than 11 million reported cases of influenza, 120,000 flu-related hospitalizations and 5,000 flu-related deaths so far. Of those deaths, nine were children.
- A mutated form of the influenza A strain H3N2 known as clade K or subclade K is behind many of the reported flu cases in the U.S. this season. Subclade K caused a severe flu season in several other countries, too.
- "Seasonal influenza activity is elevated and continues to increase across the country," the CDC said in its Monday update. "RSV activity is elevated in many areas of the country with emergency department visits and hospitalizations increasing among children 0-4 years old. COVID-19 activity is low but increasing nationally."

DOES THE FLU VACCINE WORK AGAINST SUBCLADE K? IS THERE STILL TIME TO GET IT?

Influenza, like other viruses, constantly mutates. And the "K" variant that has gained ground in the country was identified months after scientists had selected the strains to include in this year's flu vaccine formulation.

Even so, the existing flu vaccine is expected to provide some protection against the new subclade K variant that is going around, according to Sood and Trepka.

And no, it's not too late to get the influenza vaccine, according to the public health experts.

The CDC has traditionally recommended flu vaccines for people six months and older to help reduce risk for severe illness, though that changed this week. Health officials on Monday announced they would be scaling back the number of recommended vaccines for kids from 17 total to just 11. The CDC, which is overseen by U.S. Secretary of Health and Human Services and vaccine skeptic Robert F. Kennedy Jr., now says flu vaccines should only be given to a child if a doctor recommends them.

Most health insurance plans, including Medicare and Medicaid, provide free flu vaccines at in-network providers. People without insurance can often get free or low-cost flu vaccines at local health departments and community health centers.

It takes about two weeks after getting the flu shot for the body to develop antibody protections against the virus.

FROM PAGE 3A

LAWSUIT

icaid benefits based on a finding of financial ineligibility, the person or persons to whom that decision applies, and the reasons for that decision. The reasons must be set forth in sufficient detail to allow the recipient to assess the accuracy of the decision and decide whether to challenge the determination."

"Although the state presented evidence that it intends to modify its notices in the future as part of its modernization project (of the computer system), it has no immediate plans to correct the serious flaws in the NOCAs (Notice of Case Actions) and offered no evidence as to what information would be included in the modernized NOCAs," the judge wrote. "As such, absent injunctive relief, the state will continue to violate the constitutional rights of the class members."

Howard rejected a request by the plaintiffs' attorneys to reinstate to the Medicaid program people who have lost benefits and not been reinstated. The state, however, will have to provide adequate notices to such people about why their benefits were terminated, which could lead to hearings about reinstatement.

The lawsuit names as defendants Department of Children and Families Secretary Taylor Hatch and Agency for Health Care Administration Secretary Shevaun Harris. While the Agency for Health Care Administration runs much of the Medicaid program, the Department of Children and Families makes eligibility determinations.

Public Notice

NOTICE OF PUBLIC HEARING CONCERNING THE ISSUANCE BY MIAMI-DADE COUNTY, FLORIDA OF ITS AVIATION COMMERCIAL PAPER NOTES IN ONE OR MORE SERIES AND SUB-SERIES

Miami-Dade County, Florida (the "County") intends to issue from time to time, in one or more series and sub-series, pursuant to a plan of finance, its Miami-Dade County, Florida Aviation Commercial Paper Notes, Series ____ (AMT) (series designation to be inserted at the time of issuance) and other debt obligations (collectively, the "CP Notes"), in a principal amount outstanding at any one time not exceeding $600,000,000. The CP Notes are being issued for the purpose of financing a portion of the cost of certain terminal, concourse, baggage handling system, aircraft gate, passenger loading bridge, runway, taxiway, airside apron, hanger, fueling, cargo, navigation, safety, transit, roadway, hotel, parking, and other improvements and airport-related capital projects approved by the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), including, without limitation, the acquisition of approximately 2.6 acres of industrial/commercial land and related buildings for airport use within 0.9 miles from the boundaries of Miami International Airport described below and approximately 60 acres of land for airport use abutting Miami Executive Airport. All such facilities and projects are or will be owned by the County and located at either **Miami International Airport**, which is bounded by N.W. 36th Street, LeJeune Road, Perimeter Road and Milam Dairy Road, in Miami-Dade County; **Opa-locka Executive Airport**, 14201 N.W. 42nd Avenue, in Opa-locka; **Miami Executive Airport**, 12800 S.W. 145th Avenue, in Miami-Dade County; **Homestead General Aviation Airport**, 28700 S.W. 217th Avenue, in Homestead; or **Dade-Collier Training and Transition Airport**, 54575 Tamiami Trail East, in Ochopee.

Please take notice that the Board will hold a public hearing at 9:30 a.m. or as soon thereafter as may be heard, on January 21, 2026 in the Commission Chambers, on the second floor of the Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida, at which time any person may be heard regarding the facilities or projects being financed and the proposed issuance of the CP Notes. The documents regarding the proposed issuance of the CP Notes and other public records regarding the facilities and the projects being financed are in the possession of the Miami-Dade County Aviation Department (the "Aviation Department") and may be examined at reasonable times during business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, at the office of the Aviation Department at Miami International Airport located at Miami International Airport, Concourse E, Terminal Building, 5th Floor, Miami, Florida. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at this hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including testimony and evidence upon which the appeal is based.

JUAN FERNANDEZ-BARQUIN, ESQ.,
CLERK OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

For legal ads online, go to **http://legalads.miamidade.gov**

CITY OF SOUTH MIAMI, FLORIDA
CITY COMMISSION MEETING
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s):

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MULTI-YEAR EMPLOYMENT CONTRACT WITH THE CITY MANAGER AND AUTHORIZING ITS EXECUTION ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A SPECIAL EXCEPTION APPLICATION PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE, FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE; PROVIDING FOR CONDITIONS, ENFORCEMENT OF CONDITIONS, CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, [APPROVING/DENYING] A DEVELOPMENT AGREEMENT WITH ALTA DEVELOPMENT LLC (DEVELOPER), PACMISO 13 CORP AND GREC PINECREST, LLC (OWNERS) FOR A LARGE SCALE DEVELOPMENT PROJECT FOR THE MULTI-FAMILY RESIDENTIAL PROJECT KNOWN AS "SOMI WALK SOUTH MIAMI" ON THE 1.01-ACRE DEVELOPMENT SITE LOCATED AT 5959 SW 71 STREET AND 7090 SW 59 PLACE, PURSUANT TO SECTION 20-8.7 OF THE CITY OF SOUTH MIAMI LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION, CORRECTIONS, IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF TRUIST BANK TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH TRUIST FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY OF SOUTH MIAMI, FLORIDA NOT TO EXCEED $6,700,000 FOR THE PURPOSE OF FINANCING THE COSTS OF CULVERT IMPROVEMENTS, BRIDGE REPAIRS OVER THE TWIN LAKE CANAL, AND THE ACQUISITION OF LAND FOR PARK DEVELOPMENT, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; APPROVING THE SELECTION OF REGIONS CAPITAL ADVANTAGE, INC. TO PURCHASE THE NOTE AND PROVIDE A LINE OF CREDIT IN CONNECTION THEREWITH; AUTHORIZING THE CITY MANAGER AND CITY OFFICIALS TO NEGOTIATE WITH REGIONS CAPITAL ADVANTAGE, INC. FOR PURCHASE OF THE NOTE AND THE TERMS OF THE LINE OF CREDIT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 16 "PENSIONS", ARTICLE II "CITY PENSION PLAN", BY AMENDING SECTION 16-14 "PENSION BENEFITS AND RETIREMENT DATE"; BY AMENDING SECTION 16-19 "CONTRIBUTIONS"; BY AMENDING SECTION 16-21 "PURCHASE OF CREDITED SERVICE"; BY AMENDING SECTION 16-28 "DEFERRED RETIREMENT OPTION PLAN ("DROP")", IN ORDER TO EFFECTUATE THE PENSION RELATED PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3294, FOR THE BARGAINING UNIT DEFINED IN PUBLIC EMPLOYEES RELATIONS COMMISSION CERTIFICATION 12; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING CHAPTER 7 "BUILDING," SECTION 7-17 "ART IN PUBLIC PLACES," OF THE CODE OF ORDINANCES TO MODIFY THE ART IN PUBLIC PLACES PROGRAM PROCEDURES; PROVIDING FOR CORRECTIONS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RETROACTIVELY EXTENDING THE PREVIOUS MORATORIUM ON THE ENFORCEMENT OF SECTION 20-3.6(W) OF THE CITY'S LAND DEVELOPMENT CODE RELATING TO RESIDENTIAL REQUIREMENTS FOR SOLAR PHOTOVOLTAIC SYSTEMS; PROVIDING FOR IMPLEMENTATION; SEVERABILITY; CONFLICTS; CORRECTIONS, AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the Commission with respect to this matter, such person must 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. 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.

ADA: To request a modification to a policy, practice or procedure or to request an auxiliary aide or service in order to participate in a City program, activity or event, you must on or before 4:00 p.m. 3 business days before the meeting (not counting the day of the meeting) deliver your request to the City Clerk by telephone: 305-663-6340, by mail at 6130 Sunset Drive, South Miami, Florida or email at npayne@southmiamifl.gov.

Nkenga A. Payne, CMC, FCRM
City Clerk

CITY OF SOUTH MIAMI
CITY COMMISSION MEETING
NOTICE OF LAND DEVELOPMENT CODE AMENDMENT FOR HEALTH CARE USES IN GENERAL RETAIL (GR)

Notice is hereby given that the City Commission will hold a public hearing on **Tuesday, January 20, 2026, at 7:00 p.m.** at **South Miami City Hall Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143**, to consider the following public hearing item(s) on first reading:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTION 20-3.3 "PERMITTED USE SCHEDULE," OF THE LAND DEVELOPMENT CODE TO ALLOW CERTAIN MEDICAL AND HEALTH CARE RELATED USES IN THE GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

Commission members will participate in Chambers or by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (https://zoom.us/j/3056636338), by phone by calling +1-786-635-1003 and entering Meeting ID: 3056636338 when prompted, or in person in the Commission Chambers, and where their appearance will be broadcast on the Zoom platform, and where they can participate.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the Commission with respect to this matter, such person must 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. 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.

ADA: To request a modification to a policy, practice or procedure or to request an auxiliary aide or service in order to participate in a City program, activity or event, you must on or before 4:00 p.m. 3 business days before the meeting (not counting the day of the meeting) deliver your request to the City Clerk by telephone: 305-663-6340, by mail at 6130 Sunset Drive, South Miami, Florida or email at npayne@southmiamifl.gov.

Nkenga A. Payne, CMC, FCRM
City Clerk

CITY COMMISSION Agenda Item Report

Meeting Date:	January 20, 2026
Submitted By:	Nkenga Payne
Submitted Department:	Planning & Zoning Department
Item Type:	Ordinance
Agenda Section:	ORDINANCE(S) FIRST READING(S)

Subject:
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTIONS 20-2.3 "DEFINITIONS," 20-3.5 "DIMENSIONAL REQUIREMENTS," 20-3.6 "SUPPLEMENTAL REGULATIONS," AND 20-4.5.1 "TREE PROTECTION" TO REVISE REGULATIONS RELATING TO SINGLE-FAMILY DEVELOPMENT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE. 3/5 (CITY MANAGER-DEVELOPMENT SERVICES DEPT.)

Suggested Action:

Attachments:
4CO2671-Staff_Memo_-_Ordinance_Amending_Single_Family_Residential_Development_Regulations_-.docx
Ordinance_Amending_Single_Family_Residential_Development_Regulations-First_Reading_January_20.docx
Single-Family_Regs_Business_Impact_Estimate_Form.docx

CITY OF SOUTH MIAMI
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor, Vice Mayor, and Members of the City Commission

FROM: Genaro "Chip" Iglesias, City Manager

DATE: January 20, 2026

SUBJECT: Amendments to Single Family Regulations

RECOMMENDATION:
Approval of the proposed ordinance as outlined, below.

BACKGROUND:
At their regular meeting on October 21, 2025, the City Commission held a discussion on possible updates to the Land Development Code (LDC) regulations that govern single-family residential development. As part of that discussion, they discussed the following items:

- Increase the height of single-family homes to better correspond to increasing flood elevation requirements
- Modify the calculation of floor area and building coverage
- Provide regulations for privacy walls internal to the property; and
- Provide for an administrative adjustment mechanism to modify setbacks in connection with tree preservation; and

After discussing the items, the City Commission directed staff to prepare legislation to address these items that were discussed.

REQUEST:
The City is requesting approval to amend Sections 20-2.3, 20-3.5, 20-3.6, and 20-4.5.1 of the LDC to update the regulations affecting single-family residential development.

ANALYSIS:
At their December 9, 2025, meeting, the Planning Board reviewed the item and voted to defer it so that Staff could make changes to the proposed legislation. In response to those comments, Staff has made the following changes to the ordinance:

Building Height, Building Coverage, & FAR

- The proposal that was discussed by City Commission included changing the permissible height of single-family homes in all single-family zoning districts from 25 ft. above grade to 30 ft. above grade. The purpose of the change is to accommodate the trend toward increasing finished floor elevations (FFE) that are above grade to address flooding potential. This will also alleviate delay in permitting many single-family projects as architects often use FFE as the datum for building height with the resulting building heights that are one to 2-feet too high. The change will accommodate the trend for increasing freeboard in new home design.
- The proposal that was discussed by City Commission for changing the method of calculating floor areas by the interior of exterior walls instead of the exterior or exterior walls has been substituted with the net effect on building areas incorporated into the minimum building coverage requirements. (For example, for a 2,000 sq. ft. building, the effect of excluding the exterior perimeter walls is a reduction of 149 sq. ft., and providing a benefit of 7.5% additional building area. For a 4,000 sq. ft. home, the effect is a 5.3% benefit.) In keeping with the City Commission request, the additional area is incorporated into the building coverage percentages.
- The proposal that was discussed by City Commission for changing building coverage and FAR for 2-story homes, as proposed effects RS-3, RS-4 and RS-5 zoning districts, and substandard lots between 5,000 and 6,000 sq. ft. It does not affect RS-2, and RS-1 or notes in the code concerning substandard lots below 5,000 sq. ft. The effect of the changes that were proposed by Commission for analysis add between 200 and 224 sq. ft. depending on lot size. The effects of these increases have been incorporated at minimum into the building coverages in the proposed ordinance.
- Staff notes that having a separate table in the zoning code for two story homes from the 1-story home table, and that the 2-story home table is complicated by incremental requirements for the RS-2 building coverage and FAR is complicated for applicants, and additional time is often wasted in permitting. Staff respects the intent of the code to address a wide range of building size potentials in the RS-2 zoning district due to the wide range of lot areas; however, noting that RS-2 lots account for only 11% of the 2,890 single family lots in the City, it would be beneficial to simplify this approach and provide an easy to understand code for the rest of the 89% of single-family lots in South Miami. The Staff recommendation is to reincorporate the 2-story table into the 1-story home dimensional requirements table and use this amendment opportunity to greatly simplify the requirements by removing the Sec 20-3.6H table altogether and incorporate the requirements into the table of Sec. 20-3.5E.
- The impervious area in the proposed table is not changed anywhere and remains the ultimate limit or construction on any single-family lot. The policy that is already in place in the code to slightly constrain the impervious area for 2-story construction, compared to 1-story construction has been retained. The effect is to provide more green space and permeable area in the City as the trend of redevelopment toward more 2-story homes continues. (The overall pattern is that 2-story construction is permitted 2.5% to 10% less than 1-story construction throughout the range of zoning categories and lot sizes.

- FAR is currently used for controlling the building size of 2-story homes. The use of FAR for 2-story homes contravenes the City's definition of FAR, where FAR is to be applied only to non-residential floor area. Staff finds that changing the definition of FAR to accommodate 2-story home regulation would be complicated and may cause unintended consequences where FAR is applied to regulate mixed-use projects. The changes proposed replace FAR with the use of 1st-floor building coverage, which is already in the code, and the addition of 2nd-floor building coverage for 2-story home construction. The metrics have kept the same proportionality in the existing code (about 50% of first floor) and also have been calculated to work with the 1st floor coverage requirements to achieve the Commission recommendations for RS-3, RS-2, and RS-1. This metric will also be analyzed for use as a bonus in the forthcoming sustainability ordinance to allow additional 2nd story construction without affecting permeable area.
- The extensive RS-2 criteria for building coverage and FAR (now expressed as the sum of 1st floor coverage and 2nd floor coverage) have been collapsed into 4 ranges, noting that 89% of RS-2 lots are between 15,000 and 25,000 sq. ft.
- Notes f and g under Table 20-3.5E in the existing code provide greater permissible building area as relief for lots of record below 2,000 sq. ft. and for 3,000 sq.ft. but are silent for lots from 3,000 sq. ft. to 5,000 sq. ft. The notes are expanded to include all substandard lots under 6,000 sq. ft. (There are 223 such lots in the property appraiser database, with 137 between 5,000 and 6,000 sq. ft., and 65 in the between 4,000 and 5,000 sq. ft.)

The table below incorporated Table 20-3.6(H) into Table 20-3.5(E) and then shows all material changes in blue underline and red cross-through format to make clear the actual material, numerical changes. In the ordinance, Table 20-3.6(H) has been completely deleted, and Table 20-3.5E has been completely replaced.

Section 20-3.5E
DIMENSIONAL REQUIREMENTS
SINGLE-FAMILY RESIDENTIAL DISTRICTS~~– ONE-STORY~~

	RS-1	RS-2	RS-3	RS-4	RS-5
Min. Lot Size:					
Net Lot Area (sq. ft.)	40,000	15,000	10,000	6,000	6,000
Minimum Lot Frontage (ft.)	125	100	75	60	50
Min. Yard Setbacks (ft.):					
Front[c, h]	50	35	25	25	25
Rear[d, h]	25	25	25	25	25
Side (Interior)[a, e]	12.5	10	7.5	7.5[b]	7.5[b]
Side (Street)	25	20	20	15	15
Max. Building Height (ft.)	30~~25~~	30~~25~~	30~~25~~	30~~25~~	30~~25~~
One-Story Homes:					
Max. Impervious Coverage (% of net lot)	40	50	50	55[g]	55
Max. Building Coverage (% of net lot)	20	30	35	35[f]	32.5
Two-Story Homes:					
Max. Impervious Coverage (% of net lot)	40	45% lots up to 30,000 s.f. 40% lots greater than 30,000 s.f. area	47.5	50	50
Max. Building 1st Floor Coverage (gross 1st floor area as percent of net lot)	20	30% lots up to 20,000 s.f 28% lots 20,000 – 24,999 s.f. area. 26% lots 25,000 – 29,999 s.f. area. 24% lots greater than 30,000 s.f. area. ~~Lots 15,000 + 0.300~~ ~~Lots 16,000 + 0.296~~ ~~Lots 17,000 + 0.292~~ ~~Lots 18,000 + 0.288~~ ~~Lots 19,000 + 0.284~~ ~~Lots 20,000 + 0.280~~	30	35~~30~~	35~~30~~

	RS-1	RS-2	RS-3	RS-4	RS-5
		~~Lots 21,000 + 0.276~~ ~~Lots 22,000 + 0.272~~ ~~Lots 23,000 + 0.268~~ ~~Lots 24,000 + 0.264~~ ~~Lots 25,000 + 0.260~~ ~~Lots 26,000 + 0.256~~ ~~Lots 27,000 + 0.252~~ ~~Lots 28,000 + 0.248~~ ~~Lots 29,000 + 0.244~~ ~~Lots 30,000 + 0.240~~ ~~Lots 31,000 + 0.236~~ ~~Lots 32,000 + 0.232~~ ~~Lots 33,000 + 0.228~~ ~~Lots 34,000 + 0.224~~ ~~Lots 35,000 + 0.220~~ ~~Lots 36,000 + 0.216~~ ~~Lots 37,000 + 0.212~~ ~~Lots 38,000 + 0.208~~ ~~Lots 39,000 + 0.204~~			
Max. Building 2nd Floor Coverage (gross 2nd floor area as percent of net lot)	10	15% lots up to 20,000 s.f 14% for lots 20,000 – 24,999 s.f. 13% for lots 25,000 – 29,999 s.f. 12% for lots greater than 30,000 s.f.	20	20	20
~~Max. FAR~~	~~0.300~~	~~Lots 15,000 + 0.450~~ ~~Lots 16,000 + 0.444~~ ~~Lots 17,000 + 0.438~~ ~~Lots 18,000 + 0.432~~	~~0.450~~	~~Lots 6,000 + 0.525~~ ~~Lots 7,000 + 0.500~~ ~~Lots 8,000 + 0.475~~ ~~Lots 9,000 + 0.450~~	~~Lots 6,000 + 0.525~~ ~~Lots 7,000 + 0.500~~ ~~Lots 8,000 + 0.475~~ ~~Lots 9,000 + 0.450~~

	RS-1	RS-2	RS-3	RS-4	RS-5
		~~Lots 19,000 + 0.426~~ ~~Lots 20,000 + 0.420~~ ~~Lots 21,000 + 0.414~~ ~~Lots 22,000 + 0.408~~ ~~Lots 23,000 + 0.402~~ ~~Lots 24,000 + 0.396~~ ~~Lots 25,000 + 0.390~~ ~~Lots 26,000 + 0.384~~ ~~Lots 27,000 + 0.378~~ ~~Lots 28,000 + 0.372~~ ~~Lots 29,000 + 0.366~~ ~~Lots 30,000 + 0.360~~ ~~Lots 31,000 + 0.354~~ ~~Lots 32,000 + 0.348~~ ~~Lots 33,000 + 0.342~~ ~~Lots 34,000 + 0.336~~ ~~Lots 35,000 + 0.330~~ ~~Lots 36,000 + 0.324~~ ~~Lots 37,000 + 0.318~~ ~~Lots 38,000 + 0.312~~ ~~Lots 39,000 + 0306~~			

The Planning Board reviewed the ordinance on January 13, 2026, and voted 4-0 to recommend approval subject to changes limiting the height to 25 feet between finished floor elevation and the roof, and limiting the flexibility afforded by the setback adjustment provided to preserve specimen trees. While the height provision was incorporated into the first reading version of the ordinance, the proposals to modify the tree preservation administrative adjustment section were not included as they had the potential to inadvertently frustrate the tree preservation objective of the provision.

ATTACHMENTS:

- Draft Ordinance
- Legal Ad

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTIONS 20-2.3 "DEFINITIONS," 20-3.5 "DIMENSIONAL REQUIREMENTS," 20-3.6 "SUPPLEMENTAL REGULATIONS," AND 20-4.5.1 "TREE PROTECTION" TO REVISE REGULATIONS RELATING TO SINGLE-FAMILY DEVELOPMENT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provides municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Commission of the City of South Miami ("City") finds it periodically necessary to amend its Land Development Code (the "LDC") to update regulations and procedures to maintain consistency with state law, implement municipal goals and objectives, clarify regulations, and address specific issues and needs that may arise; and

WHEREAS, the City Commission, at its October 21, 2025 regular meeting, discussed certain updates to regulations affecting single family residential development, including (i) increasing the height of single-family homes to better correspond to increasing flood elevation requirements; (ii) modifying the calculation of floor area and building coverage; (iii) providing regulations for privacy walls internal to the property; and (iv) providing for an administrative adjustment mechanism to modify setbacks in connection with tree preservation; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to amend Sections 20-2.3, 20-3.5, 20-3.6, and 20-4.5.1 of the LDC to update and reorganize applicable regulations for single family development including (i) increasing the height of single-family homes to better correspond to increasing flood elevation requirements; (ii) modifying building coverage limitations at the first and second floors; (iii) clarifying the open terrace exception to floor area; (iv) clarifying the building coverage calculation; (v) clarifying the types of allowable encroachments into setbacks; (vi) providing regulations for privacy walls internal to the property; and (vi) providing for an administrative adjustment mechanism to modify setbacks in connection with tree preservation; and

WHEREAS, on January 13, 2026, the Planning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and voted 4-0 to recommend approval to the City Commission subject to modifications providing for a maximum height of 25 feet from finished floor elevation to the roof, and further restricting development of homes that rely on setback modifications to preserve specimen trees; and

WHEREAS, on _____, 2026, the City Commission approved the ordinance on first reading; and

WHEREAS, on _____, 2026, the City Commission conducted a duly noticed public hearing as required by law and approved the ordinance on second reading; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AS FOLLOWS:[1]

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

Section 2. Amending Section 20-2.3 of Article II "Definitions" of the LDC. Article II "Definitions", Section 20-2.3 is hereby amended to read as follows:

ARTICLE II. DEFINITIONS.

* * *

Section 20-2.3 – Definitions.

* * *

Floor area, gross. Shall mean the total horizontal area of the several floors of a building, measured from the exterior faces of exterior walls or from the centerline of walls separating two attached buildings. In particular, gross floor area shall include all spaces designed or intended for:

a. Any permitted use or activity.

b. Elevator shafts or stairwells at each floor.

c. Mechanical equipment rooms and penthouses.

d. Interior halls, interior balconies or mezzanines.

e. ~~Enclosed t~~ Portions of terraces, breezeways or porches that are ~~or portions thereof,~~ bounded by walls on three sides.

~~f.~~ Accessory buildings or structures.

f. ~~g.~~ Attics or basements (with headroom of seven (7) feet or more).

However, gross floor area shall not include space used for:

a. Enclosed off-street parking spaces.

b. Accessory water tanks or cooling towers.

c. Uncovered steps and exterior balconies.

d. Open or semi-enclosed gardens or atriums.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline and are highlighted in grey. Modifications made at second reading are shaded in dark grey.

e. ~~Open t~~ Portions of t~~T~~erraces, breezeways or porches~~, or portions thereof,~~ bounded by walls on two or less sides.

f. Portions of a~~A~~ttics or basements ~~(~~with headroom of less than eight~~seven~~ (7~~8~~) feet~~).~~

* * *

Section 3. Amending Sections 20-3.5 and 20-3.6 of Article III "Zoning Regulations" of the LDC. Article III "Zoning Regulations", Sections 20-3.5 and 20-3.6 are hereby amended to read as follows:

ARTICLE III. ZONING REGULATIONS.

* * *

Section 20-3.5 – Dimensional Requirements.

* * *

(C) *Dimensional Requirement Tables.*

(1) The use of land and the erection of buildings and other structures on land shall be subject to the dimensional requirements of the applicable zoning district in this Section 20-3.5~~, as reflected on the four (4) tables labeled "Dimensional Requirements, Single-Family Residential Districts, One-Story" (Section 20-3.5(E)) or "Dimensional Requirements, Single-Family Residential Districts, Two-Story" (Section 20-3.5(H)), "Dimensional Requirements, Attached Single-Family and Multi-family Residential Districts" (Section 20-3.5(F)), and "Dimensional Requirements, Nonresidential Districts" (Section 20-3.5(G))~~.

(2) There shall be no variation or deviation from such dimensional requirements except where expressly allowed by this Code.

(3) Minimum and maximum dimensional requirements for permitted uses within a PR or PI use district shall be the same as those listed in the following tables for uses within the most restrictive use district located adjacent to the subject PR or PI property.

(D) *Properties Within One Hundred (100) Feet of RM-18 or Lower Density Districts.*

(1) Except where otherwise provided in regulations applicable to a specific zoning district, the maximum height of any new building or any vertical addition to an existing building located in RM-24 or more intense district and within one hundred (100) feet of RM-18 or lower density districts shall be limited to two (2) stories.

(2) Properties or projects constructed under a City-approved Planned Unit Development Site Plan or projects subject to Development Agreements during the period that the Agreement is in effect, shall not be subject to the provisions of this section. In no case shall a project be rebuilt which exceeds the height, setback or density that was set forth in the Development Agreement or applicable Planned Unit Development Site Plan.

(3) Properties presently existing and actually built on the effective date of this ordinance shall be grandfathered in and exempted from the provisions of this section and allowed to be rebuilt to the same height if they are destroyed by an act of God or other natural disaster.

(E) Dimensional Requirements, Single-Family Residential.

~~Section 20-3.5E~~

~~DIMENSIONAL REQUIREMENTS~~

~~SINGLE-FAMILY RESIDENTIAL DISTRICTS - ONE-STORY~~

		~~RS-1~~	~~RS-2~~	~~RS-3~~	~~RS-4~~	~~RS-5~~
~~Min. Lot Size~~						
~~Net Area (sq. ft.)~~		~~40,000~~	~~15,000~~	~~10,000~~	~~6,000~~	~~6,000~~
~~Frontage (ft.)~~		~~125~~	~~100~~	~~75~~	~~60~~	~~50~~
~~Min. Yard Setbacks (ft.)~~						
~~Front[c, h]~~		~~50~~	~~35~~	~~25~~	~~25~~	~~25~~
~~Rear[d, h]~~		~~25~~	~~25~~	~~25~~	~~25~~	~~25~~
~~Side (Interior)[a, e]~~		~~12.5~~	~~10~~	~~7.5~~	~~7.5[b]~~	~~7.5[b]~~
~~Side (Street)~~		~~25~~	~~20~~	~~20~~	~~15~~	~~15~~
~~Max. Building Height (ft.)~~		~~25~~	~~25~~	~~25~~	~~25~~	~~25~~
~~Max. Building Coverage (%)~~	~~First Floor~~	~~20~~	~~30~~	~~35~~	~~35[f]~~	~~32.5~~
~~Max. Impervious Coverage (%)~~		~~40~~	~~50~~	~~50~~	~~55[g]~~	~~55~~

(1) Development Regulations Table.

	RS-1	RS-2	RS-3	RS-4	RS-5
Min. Lot Size:					
Net Lot Area (sq. ft.)	40,000	15,000	10,000	6,000	6,000
Minimum Lot Frontage (ft.)	125	100	75	60	50
Min. Yard Setbacks (ft.):					
Front[c, h]	50	35	25	25	25
Rear[d, h]	25	25	25	25	25
Side (Interior)[a, e]	12.5	10	7.5	7.5[b]	7.5[b]

Side (Street)	25	20	20	15	15
Max. Building Height (ft.)	30[j]	30[j]	30[j]	30[j]	30[j]
One-Story Homes:					
Max. Impervious Coverage (% net lot)	40%	50%	50%	55%[g]	55%
Max. Building Coverage (% of net lot)	20%	30%	35%	35%[f]	32.5%
Two-Story Homes:					
Max. Impervious Coverage (% of net lot)	40%	45% lots up to 30,000 s.f. 40% lots greater than 30,000 s.f. area	47.5%	50%	50%
Max. Building 1st Floor Coverage (gross 1st floor area, percent of net lot)	20%	30% lots up to 20,000 s.f 28% lots 20,000 – 24,999 s.f. 26% lots 25,000 – 29,999 s.f. 24% lots greater than 30,000 s.f. area	30%	35%	35%
Max. Building 2nd Floor Coverage (gross 2nd floor area, percent of net lot)	10%	15% lots up to 20,000 s.f 14% lots 20,000 – 24,999 s.f. 13% lots 25,000 – 29,999 s.f. 12% lots greater than 30,000 s.f.	20%	20%	20%

[a] Cumulative width of both side yards may not be not less than twenty percent (20%) of total lot width.

[b] Except that additions to existing structures may have five (5) feet interior side setbacks where any portion of the building already has a five-foot setback.

[c] Except that a lot of record with a depth of ninety (90) feet or less may have a front setback of twenty (20) feet.

[d] Except that a lot of record with a depth of eighty (80) feet or less and a lot frontage of thirty-five (35) feet or less may have a rear setback of twenty (20) feet. A lot of record with a depth of sixty-five (65) feet or less may have a rear setback of fifteen (15) feet.

[e] Except that a lot of record with a frontage of forty (40) feet or less may have a side (interior) setback of five (5) feet.

[f] Except that a lot of record with an area two thousand (2,000) square feet or less may have a maximum building coverage of fifty percent (50%). A lot of record with an area of two thousand one (2,001) to six ~~three~~ thousand (6~~3~~,000) square feet may have a maximum building coverage of forty percent (40%).

[g] Except that a lot of record with an area of two thousand (2,000) square feet or less may have a maximum impervious coverage of seventy-five percent (75%). A lot of record with an area of two thousand one (2,001) to six ~~three~~ thousand (6~~3~~,000) square feet may have a maximum impervious coverage of sixty percent (60%).

[h] Except as may be modified for all lots through the Sustainable Development incentive program or to preserve existing trees as set forth in section 4.5.1.

[i] May be increased through the Sustainable Development incentive program.

[j] The maximum height from finished floor elevation to the highest point of a flat roof or parapet, or the highest point of a mansard roof, or the average height between the high and low points of a pitched roof

(2) Special dimensional requirements and performance standards for two-story single-family structure and two-story additions.

(a) *Performance Standards.* The performance standard set forth in this section will limit the development of two-story residential homes in the single family residential districts: RS-1, RS-2, RS-3, RS-4 and RS-5 in order to preserve and enhance the neighborhood character through architectural designs that are consistent and responsive to the individual context of the city architecturally diverse neighborhoods.

(1) *Building Site.* The development of two-story residential homes shall be constructed on a lot that is suitable for residential development, provides adequate setbacks and the necessary infrastructure to support the development.

(2) *Landscape Requirements.* A minimum of fifty percent (50%) of the entire front yard area shall be green space. All yard areas shall be landscaped with trees and drought resistant native vegetation, as necessary, to enhance privacy from abutting properties. The landscaped open space required by this section shall consist of pervious landscaped area and shall not consist of any paved or otherwise impervious areas. The minimum height of new trees for two-story homes shall be eighteen (18) feet.

(3) *Yard Setback Requirements.* No building or structure, or any part thereof, including covered porches or terraces, but not including uncovered steps, projections shall be erected at a lesser distance from the front, side or rear line of any building site than the front, side or rear setback distance, respectively, prescribed and established herein for such building site. Nothing herein shall prohibit a building or structure from having more than the minimum required setbacks. Setbacks for two-story buildings shall be as follows:

Existing Lot Frontage (ft.)	First Floor Interior Side Setback[a]	Second Floor Interior Side Setback[b]
Less than 40	5.0	5.0
40—44	5.0	7.5
45—49	7.5	9.0
50—54	7.5	10.0
55—59	7.5	11.0
60—64	7.5	12.0
65—69	8.5	13.0
70—74	9.5	14.0
75—+	10.0	15.0

[a] Except that additions to existing structures may have five (5) feet interior side setbacks where any portion of the building already has a five-foot setback.

[b] For pre-existing improved lots of record in RS-3 or RS-4 districts, that are fifty (50) feet or less in lot width, the second floor setback must be the same as the first floor setback.

(F) Dimensional Requirements, Attached Single-Family and Multi-family Residential Districts.

~~Section 20-3.5F~~
~~DIMENSIONAL REQUIREMENTS~~
~~ATTACHED SINGLE-FAMILY AND~~
~~MULTI-FAMILY RESIDENTIAL DISTRICTS~~

* * *

(G) Dimensional Requirements, Nonresidential Districts.

~~Section 20-3.5G~~
~~DIMENSIONAL REQUIREMENTS~~
~~NONRESIDENTIAL DISTRICTS~~

* * *

~~Section 20-3.5H~~
~~DIMENSIONAL REQUIREMENTS~~
~~SINGLE-FAMILY RESIDENTIAL DISTRICTS - TWO-STORY~~

~~Requirement~~		~~RS-1~~	~~RS-2~~	~~RS-3~~	~~RS-4~~	~~RS-5~~
~~Min. Lot Size~~						
~~Net Area (sq. ft.)~~		~~40,000~~	~~15,000~~	~~10,000~~	~~6,000~~	~~6,000~~
~~Frontage (ft.)~~		~~125~~	~~100~~	~~75~~	~~60~~	~~50~~
~~Min. Yard Setbacks (ft.)~~						
~~Front[b, e]~~		~~50~~	~~35~~	~~25~~	~~25~~	~~25~~
~~Rear[c, e]~~		~~25~~	~~25~~	~~25~~	~~25~~	~~25~~
~~Side (Interior)[a, d, e]~~	~~For structures 12' or less in height, as measured from the first floor elevation~~	~~Refer to Table 1~~				
	~~Portion of structure above 12' high as measured from the first floor finished elevation.~~	~~Refer to Table 1~~				

Side (Street) - First Story	25	20	20	15	15
Side (Street) - Second Story	25	25	25	15	15
Max. Building Height					
Stories	2	2	2	2	2
Feet	25	25	25	25	25
Max. Building Coverage (%) - First Floor	Refer to Table 2				
Max. Impervious Coverage (%)	Refer to Table 2				
Max. Floor Area Ratio (%) - Second floor	Refer to Table 2				

[a] Cumulative width of both side yards may not be less than twenty percent (20%) of total lot width.

[b] Except that a lot of record with a depth of ninety (90) feet or less may have a front setback of twenty (20) feet.

[c] Except that a lot of record with a depth of eighty (80) feet or less and a lot frontage of thirty-five (35) or less may have a rear setback of twenty (20) feet.

[d] Except that a lot of record with a frontage of forty (40) feet or less may have a side (interior) setback of five (5) feet.

Special dimensional requirements and performance standards for two-story single family structure and two-story additions.

(A) *Purpose.* The purpose of this ordinance is to establish special dimensional requirements and performance standards to regulate two-story single family structures and two-story additions within the residential zoning districts: "RS-1" Estate Residential, "RS-2" Semi-Estate Residential, "RS-3" Low Density Single-Family Residential, "RS-4" Single-Family Residential and "RS-5" Single-Family Residential (fifty-foot lots) of the City of South Miami.

(B) *Applicability.* The requirements of this Section shall be in addition to each and every other requirement of the City of South Miami Land Development Code (Code), and in the case of conflict, the provision of this section shall control.

(C) *Performance Standards.* The performance standard set forth in this section will guide the development of two-story residential homes in the single family residential districts: RS-1, RS-2, RS-3, RS-4 and RS-5. The performance standards are necessary in order to address yard setbacks, open space, adequate landscaping, plan review process, and existing character of the residential neighborhoods in the City of South Miami. By implementing these standards the city will be able to preserve and enhance

the neighborhood character through architectural designs that are consistent and responsive to the individual context of the city architecturally diverse neighborhoods.

(1) *Building Site*. The development of two-story residential homes shall be constructed on a lot that is suitable for residential development, provides adequate setbacks and the necessary infrastructure to support the development.

(2) *Minimum Lot Size*. The minimum lot size for residential homes shall be subject to the dimensional requirements set forth in the Land Development Code table labeled "Dimensional Requirements Single-Family Residential District Two Story" Section 20-3.5(H). For irregular shaped lots, the average lot width rather than the frontage width shall be used at the discretion of the Planning Director.

(3) *Yard Setback Requirements*. No building or structure, or any part thereof, including covered porches or terraces, but not including uncovered steps, projections shall be erected at a lesser distance from the front, side or rear line of any building site than the front, side or rear setback distance, respectively, prescribed and established herein for such building site. Nothing herein shall prohibit a building or structure from having more than the minimum required setbacks.

(a) *Side Setbacks (Interior)*. Refer to Table 1: "Proposed Preliminary Minimum Side Yard Setbacks."

Side yards shall be measured from the closest point of the structure's vertical outside wall to the side lot line, on a bearing parallel to the front lot line, at ground level.

TABLE 1
New Two-Story Single Family Residential and
Second Story Additions
Minimum Setbacks Requirements
(Interior Lot)

Existing Lot Frontage (ft.)	First Floor Interior Side Setback[a]	Second Floor Interior Side Setback[b]
Less than 40	5.0	5.0
40 – 44	5.0	7.5
45 – 49	7.5	9.0
50 – 54	7.5	10.0
55 – 59	7.5	11.0
60 – 64	7.5	12.0
65 – 69	8.5	13.0
70 – 74	9.5	14.0
75 – +	10.0	15.0

[a] Except that additions to existing structures may have five (5) feet interior side setbacks where any portion of the building already has a five-foot setback.

[b] For pre-existing improved lots of record in RS-3 or RS-4 districts, that are fifty (50) feet or less in lot width, the second floor setback must be the same as the first floor setback.

(b) *Front Setback.* The minimum front setback shall be consistent with the dimensional requirements reflected on the Land Development Code table labeled "Dimensional Requirements Single-Family Residential District Two Story" (Section 20-3.5(H)).

(c) *Side Setbacks (Street).* The minimum side setback (street) for structure that abuts a street shall be consistent with the dimensional requirements reflected on the Land Development Code table labeled "Dimensional Requirements Single-Family Residential District Two Story" (Section 20-3.5(H)).

(d) *Rear Setback.* The minimum rear setback of twenty-five (25) feet shall be maintained and required on principle buildings in the single-family residential district, as reflected on the Land Development Code table labeled "Dimensional Requirements Single-Family Residential District Two Story" (Section 20-3.5(H)).

(4) *Building Height Limit.* No single-family residential home shall be built in the City of South Miami that is more than two (2) stories in height. The maximum building height for two-story homes shall not exceed twenty-five (25) feet.

(5) *Maximum Building Coverage.* The maximum building coverage permitted for a two-story single family residence shall be determined for for each application by using the dimensional requirements set forth in Table 2, Section (C)12, Development Standards.

(6) *Maximum Impervious Coverage.* The maximum impervious coverage permitted for a two-story single-family residence shall be determined for each application by using the dimensional requirements set forth in Table 2, Section (C)12, Development Standards.

(7) *Maximum Floor Area Ratio.* The maximum floor area ratio permitted for a two-story single-family residence shall be determined for each application by using the dimensional requirements set forth in Table 2, Section (C)12, Development Standards.

(8) *Landscape Requirements.* A minimum of fifty percent (50%) of the entire front yard area shall be green space. All yard areas shall be landscaped with trees and drought resistant native vegetation, as necessary, to enhance privacy from abutting properties. The landscaped open space required by this section shall consist of pervious landscaped area and shall not consist of any paved or otherwise impervious areas. The minimum height of new trees for two-story homes shall be eighteen (18) feet.

(9) *Development Standards.* The development standards are based on percentage of lot size consistent with the table provided below. The lot size that does not exactly match table 2 shall be rounded up to the next highest lot size in order to determine the appropriate lot size.

TABLE 2
New Two-Story Single-Family Residential and Second Story Additions
Percentage Requirements for Maximum Building Coverage,
Impervious Coverage and FAR

Lot Size (sq. ft.)	Maximum Building Coverage	Maximum Impervious Coverage (% of Lot Area)	Maximum Floor Area Ratio
2,000	0.500	75%	0.900
3,000	0.400	50%	0.650
4,000	0.400	50%	0.650

5,000	0.300	50%	0.550
6,000	0.300	50%	0.525
7,000	0.300	50%	0.500
8,000	0.300	50%	0.475
9,000	0.300	50%	0.450
10,000	0.300	47.5%	0.450
11,000	0.300	47.5%	0.450
12,000	0.300	47.5%	0.450
13,000	0.300	47.5%	0.450
14,000	0.300	47.5%	0.450
15,000	0.300	47.5%	0.450
16,000	0.296	45%	0.444
17,000	0.292	45%	0.438
18,000	0.288	45%	0.432
19,000	0.284	45%	0.426
20,000	0.280	45%	0.420
21,000	0.276	45%	0.414
22,000	0.272	45%	0.408
23,000	0.268	45%	0.402
24,000	0.264	45%	0.396
25,000	0.260	45%	0.390
26,000	0.256	45%	0.384
27,000	0.252	45%	0.378
28,000	0.248	45%	0.372

29,000	0.244	45%	0.366
30,000	0.240	40%	0.360
31,000	0.236	40%	0.354
32,000	0.232	40%	0.348
33,000	0.228	40%	0.342
34,000	0.224	40%	0.336
35,000	0.220	40%	0.330
36,000	0.216	40%	0.324
37,000	0.212	40%	0.318
38,000	0.208	40%	0.312
39,000	0.204	40%	0.306
40,000+	0.200	40%	0.300

311

312

313 TABLE 2
314 New Two-Story Single-Family Residential and Second Story Additions
315 Percentage Requirements for Maximum Building Coverage,
316 Impervious Coverage and FAR

Lot Size (sq. ft.)	Maximum Building Coverage	Maximum Impervious Coverage[a] (% of Lot Area)	Maximum Floor Area Ratio[a]
2,000	0.500	75%	0.900
3,000	0.400	50%	0.650
4,000	0.400	50%	0.650
5,000	0.300	50%	0.550
6,000	0.300	50%	0.525

7,000	0.300	50%	0.500
8,000	0.300	50%	0.475
9,000	0.300	50%	0.450
10,000	0.300	47.5%	0.450
11,000	0.300	47.5%	0.450
12,000	0.300	47.5%	0.450
13,000	0.300	47.5%	0.450
14,000	0.300	47.5%	0.450
15,000	0.300	47.5%	0.450
16,000	0.296	45%	0.444
17,000	0.292	45%	0.438
18,000	0.288	45%	0.432
19,000	0.284	45%	0.426
20,000	0.280	45%	0.420
21,000	0.276	45%	0.414
22,000	0.272	45%	0.408
23,000	0.268	45%	0.402
24,000	0.264	45%	0.396
25,000	0.260	45%	0.390
26,000	0.256	45%	0.384
27,000	0.252	45%	0.378
28,000	0.248	45%	0.372
29,000	0.244	45%	0.366
30,000	0.240	40%	0.360
31,000	0.236	40%	0.354
32,000	0.232	40%	0.348

~~33,000~~	~~0.228~~	~~40%~~	~~0.342~~
~~34,000~~	~~0.224~~	~~40%~~	~~0.336~~
~~35,000~~	~~0.220~~	~~40%~~	~~0.330~~
~~36,000~~	~~0.216~~	~~40%~~	~~0.324~~
~~37,000~~	~~0.212~~	~~40%~~	~~0.318~~
~~38,000~~	~~0.208~~	~~40%~~	~~0.312~~
~~39,000~~	~~0.204~~	~~40%~~	~~0.306~~
~~40,000+~~	~~0.200~~	~~40%~~	~~0.300~~

(H) Dimensional, Landscape and Parking Requirements, Townhouse Residential.

~~Section 20-3.5I~~
~~DIMENSIONAL, LANDSCAPE AND PARKING REQUIREMENTS~~
~~TOWNHOUSE RESIDENTIAL RT-18 DISTRICT~~

* * *

Section 20-3.6 – Dimensional Requirements.

* * *

(B) *Yard Encroachments.*

* * *

(3) Ordinary projections of sills, belt courses, roof overhangs, window air-conditioning units, chimneys, cornices, ~~cantilevers~~ and ornamental features that do not contain habitable space may project up to thirty-six (36) inches into required yard setback areas.

* * *

(8) Privacy walls. For single-family residential development, privacy walls are permitted in the area between an exterior building wall and the side or rear property line at a maximum height of six (6) feet and a maximum length of 50% of the length of the exterior wall fronting the affected setback area. Privacy walls shall be located a minimum of five (5) feet from any side or rear property line. The area between the exterior building wall and the privacy wall shall be open on at least one side and shall not be enclosed with roof.

(C) *Building Coverage.*

(1) In computing permissible building coverage for each floor, net lot area shall be divided by the gross floor area as defined in Section 20-2.3 "floor area, gross" for each floor~~. into the total of the following components:~~

~~(a) Total building area on the ground floor, including all porches, steps and balconies; and~~

~~(b) Total building area of accessory buildings or other structures on the property;~~

~~(2) The resulting number shall be multiplied by one hundred (100) to yield lot coverage as a percentage and divided into the net lot area.~~

Section 4. Amending Sections 20-4.5.1 of Article IV "Other Regulations" of the LDC. Article IV "Other Regulations", Section 20-4.5.1 is hereby amended to read as follows:

ARTICLE IV. OTHER REGULATIONS.

* * *

Section 20-4.5.1 – Tree Protection.

* * *

P. Notwithstanding setback requirements and the variance process elsewhere in this Land Development Code, upon a finding that a reduction of applicable setbacks or proposed single-family residential property will facilitate the preservation of an existing specimen tree, the Development Services Director may administratively reduce any otherwise applicable setbacks for a single-family residential property by up to 50% of the required setback. Prior to approval, the Director shall present the proposed site plan and proposed setback modification to the Design Review Board for their recommendation as part of the site plan review process set forth in Section 20-5.11(B). The property owner shall commit by covenant, running with the land and applicable to subsequent owners, to (i) maintain the specimen tree for a minimum period of twenty (20) years following issuance of the certificate of occupancy for the home; and, (ii) in the event the specimen tree is removed or dies within the twenty-year period for any reason other than in connection with an emergency declaration by the City, within 90 days of the specimen tree's removal, the property owner shall plant trees with a total diameter equal to twice the number of inches of the DBH of the specimen tree, with at least one tree having a DBH of 8 inches at time of planting. For any mitigation DBH that cannot be accommodated on the property, the property owner shall, within 90 days of the specimen tree's removal, contribute to the City's Tree Trust Fund the sum of one thousand dollars ($1,000.00) per inch DBH required as mitigation but not accommodated on the property.

* * *

Section 5. **Corrections.** Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final Ordinance for signature.

Section 6. **Severability.** If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **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 8. **Implementation.** That the City Manager and City Attorney are authorized to take any and all actions necessary to implement this ordinance.

Section 9. **Effective Date.** This Ordinance shall become effective immediately upon adoption.

PASSED on first reading on the ____ day of _____, 2026.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2026.

ATTEST:

_____
CITY CLERK

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF

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

APPROVED:

_____
MAYOR

COMMISSION VOTE:
Mayor Javier Fernández:
Vice Mayor Brian Corey:
Commissioner Lisa Bonich:
Commissioner Steve Calle:
Commissioner Danny Rodriguez:

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: January 20, 2026	Agenda Item No. ____

Ordinance Title:
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, AMENDING SECTIONS 20-2.3 "DEFINITIONS," 20-3.5 "DIMENSIONAL REQUIREMENTS," 20-3.6 "SUPPLEMENTAL REGULATIONS," AND 20-4.5.1 "TREE PROTECTION" TO REVISE REGULATIONS RELATING TO SINGLE-FAMILY DEVELOPMENT; PROVIDING FOR CORRECTIONS; SEVERABILITY; CONFLICTS; IMPLEMENTATION; AND AN EFFECTIVE DATE.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served
The ordinance proposes to amend certain dimensional regulations pertaining to single-family residential structures. The changes include but are not limited to changes to the maximum building height, and how lot coverage is calculated for two-story residential structures.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:
Because the regulations only pertain to residential properties, there will be no direct economic impact on private/for profit businesses.

b. New Charges/Fees on Businesses Impacted:
Because the proposed ordinance changes dimensional regulations pertaining to single-family residential structures, no new charges/fees will be created. Businesses will not be impacted by this ordinance.

c. Estimate of Regulatory Costs:
There are no regulatory costs associated with this ordinance

Good Faith Estimate of Number of Businesses Likely Impacted:
There will be zero impact on businesses as the ordinance amends regulations pertaining to single-family residential properties.

Any Additional Information:

[1] Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement, including but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).