



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

**Vice Mayor Walter Fajet, Ph. D.
Councilwoman Jacky Bravo**

**Councilman Bob Best
Councilman Victor Vazquez, Ph. D.**

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

CITY COUNCIL REGULAR MEETING AGENDA

Monday, June 13, 2022 – 7:00 p.m.

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

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Victor Vazquez
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Recognition of the MSSH men's baseball team and women's softball team for their accomplishments this year
 - B) Recognizing the City Hall Lobby Artist of the Month for June 2022 – Miami Springs Senior High School Students Mixed Media Composition Exhibition
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) May 23, 2022 – Regular Meeting
- 7. Reports from Boards & Commissions:**
 - A) Request by Councilwoman Bravo for an update from the Parks and Parkways Advisory Board on City entrance signs

8. Public Hearings:

A) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 150, “Zoning Code,” Article XIV, “Additional Regulations” Of The City’s Code Of Ordinances By Creating Section 150-46, “Murals,” To Define And Prohibit “Murals,” And Provide For Amortization Regulations For Existing Mural(S) In The City; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting A-1 Property Services Group, Inc. For The Miami Springs Golf And Country Club Roof Repairs Project Pursuant To Request For Proposals No. 03-21/22; Authorizing The Execution Of A Construction Contract In An Amount Not To Exceed \$79,028.52; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving A Third Extension Of The Lease Agreement With Westward Partners, LLC For A Police Department Substation At 274 Westward Drive; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida Providing For The Third Amendment To The Fiscal Year 2021-22 General Fund, Special Revenue Funds And Capital Projects Fund Budgets; And Providing For An Effective Date

10. Old Business: None.

11. New Business: None.

12. Other Business:

A) Report on state appropriations approved for Miami Springs for FY22-23

B) Update on Miami Dade County’s Rapid Transit Zone (RTZ) Ordinance

C) Update on Four-City Annexation Agreement Application

D) Update by City Manager William Alonso on Status from FDOT on Iron Triangle project.

E) Request by Councilman Vazquez to discuss Golf Carts in the City

F) Request by Vice Mayor Fajet to discuss parking fees

G) Discussion by Museum President Jaime Petralanda on using concession stand at Stafford Park for fundraising

13. Reports & Recommendations:

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

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, June 13, 2022 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

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

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

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

WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

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

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

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

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

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

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

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

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

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

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

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

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

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

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166

Sent: Tuesday, May 24, 2022 1:43 PM

To: Shannen M. Jaser <jasers@miamisprings-fl.gov>

Subject: june show

Good afternoon,

I have the next show ready. Below are all the student that participated and I am planning to invite the Vizcaya Museum Education and the Artist to our opening. Please let me know what date you have planned.

Remember that the last day of school for students this year is on June 8th.

- 1 Brayan Leyva
- 2 Tomas Vivoni Bonquito
- 3 Angeili Prieto
- 4 Genesis Lopez
- 5 Gabriela Gonzalez
- 6 Roselynn Rodriguez
- 7 Meris Perez-Crespo
- 8 Arianna Medina
- 9 Alizet Aragon
- 10 Aisha Cyprien
- 11 Cassandra Padron
- 12 Johnneisha Weems
- 13 Gabriela Larrinaga
- 14 Michelle Velazque
- 15 Kellie Diaz
- 16 Leticia De la hoz
- 17 Corey Davis
- 18 Emilio Matute
- 19 Elsy Moreno
- 20 Diago Scarrone
- 21 Destiny Harvin
- 22 Anthony Moreno
- 23 Cherie La Baut
- 24 Eddie Rodreiguez
- 25 Keila Levy
- 26 Alexander Cespedes
- 27 Tyrone Edwards
- 28 Angelick Graveran
- 29 Sophia Marichal

30 Julia Carvajal
31 Zaid Rugama
32 Christopher Pino
33 Ruth Gonzalez
34 Marianne Hernandez
35 Caleb O'Brien
36 Fernando Gonzalez
37 Greyson Hilton
38 Daphine Fuentes
39 Lizbeth Viera
40 Valerie Lorenzo
41 Lorena Hermelo
42 Emma Alfonso
43 Shantell Ashmeade

Recently, Miami Springs Art Classes took A field trip to Vizcaya Museum and Gardens. Thanks to Gabriella Roman, the new Education Director for Vizcaya. The students participated in three one-hour workshops. This show was created for the artwork produced for the mixed media workshop conducted by Shawna Moulton, a multidisciplinary artist and art educator based in South Florida.

The students were given a 5 x7 canvas board, their choice of a small intaglio, plaster mold, paper pulp in multiple colors, ink/pigments in multiple color, and acrylic paint in multiple colors. Each student had approximately one hour to create the compositions here on display. These students' skill levels range from beginner to advanced, in grades 9 through 12. If you are interested these works can be purchased at the conclusion of this exhibition for \$25.00 per piece.

Beth Goldstein, Department Chair

Miami Springs High

bethart@dadeschools.net





City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, May 23, 2022 7:00 p.m.

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

Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

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

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Walter Fajet, Ph.D.

Councilman Bob Best

Councilwoman Jacky Bravo

Councilman Victor Vazquez, Ph.D. (Absent)

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Police Captain Jimmy Deal

Recreation Director Omar Luna

Planning Director Chris Heid (via Zoom)

Public Works Director Lazaro Garaboa

2. **Invocation:** Offered by Vice Mayor Walter Fajet
Pledge of Allegiance: The audience participated in leading the pledge.

3. **Agenda / Order of Business**

4. **Awards & Presentations:**

A) Recognizing Optimist Club Essay Contest winner, Janessa Montilla; introduction by Jim Fulton

Mayor Mitchell welcomed Ms. Janessa Montilla to the meeting, the Mayor recognized Mr. James Fulton President of the Miami Springs/Virginia Gardens Optimist Club, who then provided an introduction of sixteen-year-old contest winner Ms. Montilla. Ms. Montilla read her winning essay on "How does an optimistic mindset change my tomorrow?" for the City Council. She also thanked the Mayor and City Council for recognizing her this evening.

B) Presentation of the Unit Citation Award to the Miami Springs Detective Bureau and Crime Suppression Team for the month of April 2022

Captain Jimmy Deal introduced the Lt. Frank Perez who then read the Staff Memo for the record indicating the successful achievements of the Detective Bureau and Crime Suppression Team. Officers of both units were present to receive their awards and recognition. Officers Barrios, Hall, Pacheco, Dweck, Quiroga, and Iribar thanked the Mayor and City Council for their continued support.

C) Presentation by National Fitness Campaign on the \$30,000 grant for developing and implementing a Fitness Court in the City

Mr. Mike Cole of National Fitness Campaign attended via Zoom. He congratulated the City for being awarded \$30,000 for a fitness court. He provided a PowerPoint and video presentation of other similar fitness court projects in other locations in the State of Florida. Also in attendance, Omar Luna the Recreation Director stated that one location for consideration is near the Golf Course by the walking path. Mr. Cole further answered the City Council's questions. The City Council gave general consensus for Staff to work with National Fitness Campaign on renderings of the proposed fitness court with the City Seal and estimated construction costs.

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

6. Approval of Council Minutes:

A) May 9, 2022 – Regular Meeting

Councilman Best moved to approve the minutes of the May 9, 2022 Regular Meeting. Vice Mayor Fajet seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, and Mayor Mitchell voting Yes.

7. Reports from Boards & Commissions: None at this time.

8. Public Hearings: None at this time.

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving Fire Alarm And Sprinkler System Inspection, Maintenance, And Repair Services From Johnson Controls Fire Protection LP In An Amount Not To Exceed \$17,000 For Fiscal Year 2021-22; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Playcore Wisconsin, Inc. D/B/A Gametime C/O Dominica Recreation Products, Inc. In An Amount Not To Exceed \$97,397.27 For The Purchase And Installation Of A New Playground Play Structure At Ragan Park Utilizing The Terms And Conditions Of The City Of Charlotte, North

Carolina, Contract No. 2017001134 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Metro Express, Inc. For Concrete Curbside/Sidewalk Repair Services On An As-Needed Basis In An Amount Not To Exceed \$50,000; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Chebere Appetite, Inc. D/B/A Sergio's Catering For The Provision Of Congregate And Home Delivered Meals For The City's Elderly Community In The Event Of An Emergency; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date.

E) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To A Pool Maintenance Services Agreement With Supreme Chemical And Pool Supply, Inc. In An Amount Not To Exceed \$25,427.70; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

F) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Distreebutors, Inc. For Planting Of Native And/Or Florida-Friendly Trees In An Amount Not To Exceed \$55,490; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

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

10. Old Business: None at this time.

11. New Business:

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 150, "Zoning Code," Article XIV, "Additional Regulations" Of The City's Code Of Ordinances By Creating Section 150-46, "Murals," To Define And Prohibit "Murals," And Provide For Amortization Regulations For Existing Mural(S) In The City; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

City Attorney Haydee Sera read the Ordinance by title on first reading. Mayor Mitchell opened the public hearing, there were no speakers at this time.

Vice Mayor Fajet moved to approve the Ordinance on first reading. Councilwoman Bravo seconded the motion which carried 3-1 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilwoman Bravo, and Mayor Mitchell voting Yes;

Councilman Best voting No.

City Attorney Haydee Sera announced that this item will be included as an item on the Local Planning Agency (LPA) agenda, where the City Council sits as the LPA for this item since it is a change to the City's current Zoning Code. She stated that this item will also be on second reading on June 13, 2022 on the regular City Council agenda at 7:00 p.m.

B) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Extending Zoning In Progress For Preparation And Evaluation Of Amendments To Chapter 150, "Zoning Code" For Murals; Providing For Authorization; And Providing For An Effective Date

City Attorney Haydee Sera read the Resolution by title for the record.

Vice Mayor Fajet moved to approve the Resolution as read. Councilwoman Bravo seconded the motion which carried 3-1 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilwoman Bravo, and Mayor Mitchell voting Yes; Councilman Best voting No.

12. Other Business:

A) Vice Mayor Fajet's request for consideration to discuss a Special Election Relating to an Amendment to City Charter Section 3.06(7) Regarding Terms of Office

Vice Mayor Fajet opened the discussion expressing how the City Council will be filling the vacancy that just occurred recently for Group IV, and is reminded on how he filled the vacancy that occurred in 2020 due to Councilwoman Mara Zapata resigning. He stated that the City called a Special Election in August 2020 for Group III, and he was duly elected to office. He also stated that according to the City's Charter, the seven months served before the next City General Election in April 2021, serves a full two-year term regardless of the previous election. He wanted to bring forward the consideration of amending the City's Charter to allow for a full term. The City Attorney stated that she will do some research on how other cities handle council vacancies; once that information is gathered the City Attorney will present the information for City Council direction.

B) Update from Miami Dade County League of Cities on proposed County Rapid Transit Zone ordinance (RTZ)

Mayor Mitchell provided an update stated that in May, the Miami-Dade League of Cities had provided municipalities with a revised version of County Vice Chairman Oliver Gilbert's Rapid Transit Zone (RTZ) ordinance and advised that he was going to submit to the County Commission on June 1st. She stated that the County Commissioner Sponsor is Commissioner Oliver Gilbert, sent it to the Miami-Dade League of Cities organization so that member municipalities have an opportunity to review and offer recommendations on improving the proposed ordinance. The League had one meeting in May with the cities and will be scheduling another

meeting to further discuss the new version of the RTZ. Mayor Mitchell stated Commissioner Gilbert had attended our August 9, 2021 Council meeting to answer questions and concerns from the community and at the meeting Commissioner Gilbert had stated that the RTZ would not apply to Miami Springs. Mayor Mitchell, stated that overall, the revised proposed ordinance currently is much better, but still needs clarification on various matters pertaining to Miami Springs. She stated that she and City Manager William Alonso and our City Attorneys are addressing those matters with the County and will keep the City Council and residents updated as this item progresses through the Miami-Dade County level.

C) Update on Annexation item scheduled to be on County calendar for June 8th

Mayor Mitchell explained that recently the City received notice by County Commissioner Sosa on the annexation process being released for consideration to the Commission Chairman's Policy Council on June 8th, where a resolution may be passed directing the County Attorney to develop an ordinance and interlocal agreement for the 4 Cities (Miami Springs, Virginia Gardens, Doral & Medley) Annexation Agreement application. The City Manager explained the process further, beyond the June 8th meeting, and that second reading on the item is expected in October. Mayor Mitchell encouraged members of City Council to attend the June 8 th meeting to represent the City's support on the Miami Springs annexation application.

D) Request by Mayor Mitchell to discuss Hurricane Preparedness

Mayor Mitchell reminded the Staff, Council and Community that hurricane season commences June 1st. Recently, the City updated the Hurricane Preparedness Manual and she encouraged the Council to obtain a hardcopy in the event that there is no power to access the manual electronically. She encouraged everyone to stock up for the upcoming season due to supply chain limitations, as it may be difficult to acquire certain supplies. City Manager Alonso stated that the Senior Center phone is important to have or to give to an elderly neighbor or friend in the community just in case for assistance.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso stated that on Saturday, June 4th there will be a Celebration of Life to honor former Councilwoman Jennifer Ator. Assistant City Manager Tammy Romero provided a verbal list of upcoming City meetings and events, which may also be found on the City's website.

C) City Council

Vice Mayor Fajet spoke on the Business and Economic Development Task Force membership and timeframe for reporting their recommendations in September.

Councilwoman Bravo will be looking at the RTZ Ordinance to become updated on the recent changes. She requested that the hurricane preparedness booklet be posted on the City's social media along with the Senior Center phone number

Councilman Best stated that the Miami Springs High School Boys Baseball and Girls Softball teams at the Regionals tournaments. He would like to have the teams come to the next Council Meeting for recognition and will coordinate with the City Clerk's Office on doing that. He then performed a short theatrical dialogue piece from Hamlet that he was a part of recently at the Pelican Playhouse, called "I Hate Shakespeare," by Steph DeFerie.

Mayor Mitchell stated that she and the City Manager hosted a breakfast last week, for potential sponsors for a variety of City outdoor activities such as pickle ball, racquetball courts and the fitness courts in order to promote healthy outdoor activities in the City. She stated that on Saturday the City held a food distribution event that was facilitated by Representative Avila's and Farm Share; she thanked Representative Avila for the continued dedication to the Miami Springs community. She stated that on also on Saturday, the Historical Museum celebrated the 144th Birthday of the City's founder, Glenn Curtiss.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:20 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 13th day of June, 2022.*

Maria Puente Mitchell, Mayor

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

71 iii. Abandonment. If the nonconforming mural is painted over or otherwise
72 obscured from view for more than three months, then it may not be
73 reinstalled.

74 d. Procedure for enforcement of amortization requirements. The amortization period
75 may only be enforced against properties that receive an amortization letter. Prior
76 to the city enforcing the amortization period against any mural owner, it shall be
77 the responsibility of the city manager or designee to serve notification of the
78 commencement of amortization regulations on the owners of nonconforming
79 murals.

80 e. Extension of the amortization period. An owner of a mural who desires a longer
81 amortization period shall file an application for extension with the office of the city
82 manager within 30 days of notification of the commencement of amortization
83 regulations. The application shall include a statement setting forth the property
84 address where the mural is located, the cost of the mural, the name of the artist
85 who created the mural, the date the mural was installed, or the cost and date of
86 the most recent renovation. An extension of the amortization period may be
87 granted if the city manager or designee finds that, with regard to the mural at
88 issue, the amortization period provided by this section is unreasonable. The city
89 manager or designee's decision may be appealed to the city council by the
90 applicant within 30 days of the determination, and may only be overturned for
91 abuse of discretion.

92 (3) Violations. In the event of a violation of this section, the city may employ all civil
93 penalties and remedies set forth by Article VIII of Chapter 32, as amended. This provision
94 is supplemental to all other remedies and penalties provided by law.

95 **Secs. 150-1467—150-153. - Reserved.**

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

99 **Section 4. Severability.** That the provisions of this Ordinance are declared to
100 be severable and if any section, sentence, clause or phrase of this Ordinance shall for
101 any reason be held to be invalid or unconstitutional, such decision shall not affect the
102 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
103 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
104 notwithstanding the invalidity of any part.

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

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

112 **PASSED ON FIRST READING** on the _____ day of _____, 2022, on a
113 motion made by _____ and seconded by _____.

114 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2022,
115 on a motion made by _____ and seconded by _____. Upon being put to a
116 roll call vote, the vote was as follows:

- 117 Vice Mayor Dr. Walter Fajet _____
- 118 Councilman Bob Best _____
- 119 Councilwoman Jacky Bravo _____
- 120 Councilman Dr. Victor Vazquez _____
- 121 Mayor Maria Puente Mitchell _____

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MARIA PUENTE MITCHELL
MAYOR

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128 ATTEST:

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ERIKA GONZALEZ, MMC
CITY CLERK

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

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

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AGENDA MEMORANDUM

Meeting Date: 6/13/2022

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

Via: William Alonso, City Manager/Fin. Director

From: Zuzell E. Murguido, Senior Procurement Officer

Subject: RFP 03-21/22 Miami Springs Golf and Country Club Roof Repairs (Award Contract)

RECOMMENDATION: Recommendation by Finance- Professional Services that Council award City RFP 03-21/22 for Miami Springs Golf and Country Club Roof Repairs, to A-1 Property Services Group, Inc., the lowest responsive-responsible bidder and authorize the execution of a contract (attached), in the amount not to exceed \$79,028.52, for partial roof replacement at the Golf and Country Club and maintenance buildings, pursuant to Section §31.11 (E)(1) of the City Code, as funds were budgeted in the FY 21/22 budget in the amount of \$97,850.00 funded with ARPA funds.

DISCUSSION: The City advertised a Request for Proposals (RFP) for Miami Springs Golf and Country Club Roof Repairs, for proposers to provide bids for the scope of work which consisted of the replacement of multiple roofs located at the Miami Springs Golf and Country Club and the maintenance buildings within the property grounds.

On March 16, 2022 the City advertised this RFP through the Daily Business review, posted on DemandStar, as well as on the Cities web page and on the Cities message board located in the lobby. In addition, we notified 28 potential contractors of the opportunity to bid. The City received two (2) responses (Price Proposals attached) from the following companies: A-1 Property Services Group, Inc., at \$79,028.52 and from Full Cover Roofing Systems, Inc., at \$202,955.00.

Responses were evaluated by Zuzell Murguido, Senior Procurement Officer (bid evaluation sheet and references attached), and some key points that were considered were Scope of Services Plan, proposer's qualifications, references and cost. A-1 Property Services Group, Inc., was the lowest responsive-responsible bidder with the lowest cost of \$79,028.52. Due to the location and nature of this project, this entire project must be completed within (90) calendar days from the commencement date stated in the Notice to Proceed and final completion thirty (30) calendar days from substantial completion, which will be approximately at the end of September 2022, provided that materials are available to complete the job.

An alternate bid was requested, to repair and replace one of the areas of the roof on the main Golf and Country Club, but due to budgetary constraints and the anticipated amount this project shall cost, the City will be issuing a solicitation in the future to repair and replace this roof at a later time. The proposal received on this item by A-1 Property Services Group, Inc., proposed a fixed amount of \$93,631.50 for this repair.

FISCAL IMPACT: None, if alternate bid is not chosen.

Submission Date and Time: 6/1/2022 3:25 PM

<p style="text-align: center;"><u>Submitted by:</u></p> <p>Department: <u>Finance</u></p> <p>Prepared by: <u>Zuzell Murguido</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p style="text-align: center;"><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p style="text-align: center;"><u>Funding:</u></p> <p>Dept./ Desc.: _____</p> <p>Account No.: _____</p> <p>Amount previously approved: \$ _____</p> <p style="text-align: right;">Current request: \$ <u>79,028.52</u></p> <p style="text-align: right;">Total vendor amount: \$ <u>79,028.52</u></p>
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PRICE PROPOSALS

ATTACHMENT "2"

FORM 12
PRICE PROPOSAL

Price Proposal for Work Performed Pursuant to Section 2 (Services) for Roof's "A, B, C, D and E"

Roof A, & B – GAF EverGuard TPO Single Ply Roofing Systems over Poured Gypsum Decks

Roof A (Fixed Amount): \$ 5,065. $\frac{76}{xx}$
Roof B (Fixed Amount): \$ 27,846. $\frac{07}{xx}$

Roof E & C - GAF EverGuard TPO Single Ply Roofing Systems over Concrete Decks

Roof E (Fixed Amount): \$ 29,422. $\frac{43}{xx}$
Roof C (Fixed Amount): \$ 3,861. $\frac{69}{xx}$

Roof D - Polyglass Self-Adhered Roof System over Wood Decks

Roof D (Fixed Amount): \$ 12,832. $\frac{57}{xx}$

Alternate Roof:

Roof F: GAF EverGuard TPO Single Ply Roofing Systems with Polyiso Insulation over Poured Gypsum Decks

Roof F (Fixed Amount): \$ 93,631. $\frac{50}{xx}$

Total with out Alternate 79,028.52 Total with Alternate 172,660.00

The fixed amount shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

The undersigned attests to his/her authority to submit this 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 Proposal 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 proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: A1 Property Services Group Inc.

Authorized Signature:  Title: CEO

Print or Type Name: Yosvany Madruga Date: 5/7/22

GAF - Qualifications Attached.

ATTACHMENT "2"

FORM 12
PRICE PROPOSAL

Price Proposal for Work Performed Pursuant to Section 2 (Services) for Roof's "A, B, C, D and E"

Roof A, & B – GAF EverGuard TPO Single Ply Roofing Systems over Poured Gypsum Decks

Roof A	(Fixed Amount):	\$ <u>20,670.00</u>
Roof B	(Fixed Amount):	\$ <u>65,409.00</u>

Roof E & C - GAF EverGuard TPO Single Ply Roofing Systems over Concrete Decks

Roof E	(Fixed Amount):	\$ <u>70,708.00</u>
Roof C	(Fixed Amount):	\$ <u>3,841.00</u>

Roof D - Polyglass Self-Adhered Roof System over Wood Decks

Roof D	(Fixed Amount):	\$ <u>42,327.00</u>
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Alternate Roof:

Roof F: GAF EverGuard TPO Single Ply Roofing Systems with Polyiso Insulation over Poured Gypsum Decks

Roof F	(Fixed Amount):	\$ <u>136,394.00</u>
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The fixed amount shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

The undersigned attests to his/her authority to submit this 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 Proposal 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 proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: Fullcover Roofing Systems, INC

Authorized Signature:  _____

Title: President

Print or Type Name: Samy Elarja

Date: 5/5/2022

BID EVALUATION

5/23/2022 - 5/30/2022														
Title: RFP 03-21/22 - Miami Springs Golf and Country Club Roof Repairs														
Name of Bidder	Responsive/ Non-Responsive	Letter of Intent	Proposal Amount	Three (3) References - Form 9 & 3 Reference Letters	Years of Experience in field	Industry Licensing Board/LBT/Certifications	Certificate of Liability Insurance	Project Implementation Strategy	Bid Security / Bid Bond	IRS FORM W-9	Price Proposal	Submitted (1) physical hardcopy original	Additional Comments	Signed Required RFP Documents
													Form	
													E-bid Complete Package	✓
													Response Checklist Form	✓
													Company Qualifications Questionnaire	✓
													Certificate of Authority	✓
													Acknowledgement of Agenda	✓
													Single Execution Affidavits	✓
													Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts	✓
													Dispute Disclosure	✓
													Key Staff & Proposed Subcontractors	✓
													References	✓
													E-Verify Affidavit	✓
													IRS Form W-9	✓
													Price Proposal	✓
													Bid Security / Bid Bond	✓
													Performance Bond	✓
													Form	
													E-bid Complete Package	✓
													Response Checklist Form	✓
													Company Qualifications Questionnaire	✓
													Certificate of Authority	✓
													Acknowledgement of Agenda	✓
													Single Execution Affidavits	✓
													Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts	✓
													Dispute Disclosure	✓
													Key Staff & Proposed Subcontractors	✓
													References	✓
													E-Verify Affidavit	✓
													IRS Form W-9	✓
													Price Proposal	✓
													Bid Security / Bid Bond	✓
													Performance Bond	✓
A-1 Property Services, Inc.	Responsive	Yes	Roof A,B,C,D and E \$79,028.52 (Alternate Roof "F") \$83,631.60 Combined Total: \$172,660.02	Form 9 -(Yes) 3 Reference Letters - (No)	15 years	Yes	Yes	No	Yes	Yes	Yes	Yes		
Full Cover Roofing Systems, Inc.	Responsive	No	Roof A,B,C,D and E \$202,955.00 (Alternate Roof "F") \$136,394 Combined Total: \$339,349	Form 9 - (No) 3 Reference Letter - (Yes)	8 years	No	No	No	Yes	Yes	Yes	Yes		

REFERENCES



City of Miami Springs

Bid References Evaluation for RFP 03-21/22 for Miami Springs Golf and Country Club Roof Repairs

Company Name:	Jackson Memorial Hospital. East Tower	
Project Name:	Miami Springs Golf and Country Club Roof Repairs	
Vendor in Review:	A-1 Property Services Group, Inc.	
Contact Person/ Title:	Herminio Pulido	
Phone Number:	786-860-9496	
E-mail Address:	herminio.pulido@jhsmiami.org	
	YES	NO
Did they perform satisfactorily to the work that was asked of them?	✓	
Was their responsiveness with any demands in a timely manner?	✓	
Were there any change orders on the project? If so, why?		✓
Explain:		
What is your overall satisfaction with this company? (i.e.-Satisfactory, un-satisfactory, no comments)	Satisfactory	
Comments:		



City of Miami Springs

Bid References Evaluation for RFP 03-21/22 for Miami Springs Golf and Country Club Roof Repairs

Company Name:	Jackson Memorial Hospital. Labor and Delivery	
Project Name:	Miami Springs Golf and Country Club Roof Repairs	
Vendor in Review:	A-1 Property Services Group, Inc.	
Contact Person/ Title:	Richard Eriman	
Phone Number:	954-649-7400	
E-mail Address:	Richard.erisman@jhsmiami.org	
	YES	NO
Did they perform satisfactorily to the work that was asked of them?	✓	
Was their responsiveness with any demands in a timely manner?	✓	
Were there any change orders on the project? If so, why?		✓
Explain:		
What is your overall satisfaction with this company? (i.e.-Satisfactory, un-satisfactory, no comments)		
Comments:		



City of Miami Springs

Bid References Evaluation for RFP 03-21/22 for Miami Springs Golf and Country Club Roof Repairs

Company Name:	Jackson Memorial Hospital. ACC West	
Project Name:	Miami Springs Golf and Country Club Roof Repairs	
Vendor in Review:	A-1 Property Services Group, Inc.	
Contact Person/ Title:	Herminio Pulido	
Phone Number:	786-860-9496	
E-mail Address:	Herminio.pulido@jhsmiami.org	
	YES	NO
Did they perform satisfactorily to the work that was asked of them?	✓	
Was their responsiveness with any demands in a timely manner?	✓	
Were there any change orders on the project? If so, why?		✓
Explain:		
What is your overall satisfaction with this company? (i.e.-Satisfactory, un-satisfactory, no comments)		
Comments: Project is on going at 95% Completion with not delays.		

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING A-1 PROPERTY SERVICES GROUP, INC. FOR THE MIAMI SPRINGS GOLF AND COUNTRY CLUB ROOF REPAIRS PROJECT PURSUANT TO REQUEST FOR PROPOSALS NO. 03-21/22; AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT IN AN AMOUNT NOT TO EXCEED \$79,028.52; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 16, 2022, the City of Miami Springs (the “City”) issued Request for Proposals No. 03-21/22 (the “RFP”) for construction of the City Golf and Country Club Roof Repairs Project (the “Project”); and

WHEREAS, the RFP was advertised in the *Daily Business Review*, posted on DemandStar, as well as on the City’s website and City lobby; and

WHEREAS, two sealed bids were received by the RFP deadline; and

WHEREAS, A-1 Property Services Group, Inc. (the “Contractor”) was the lowest, most responsive and responsible bidder, with a bid submittal totaling \$79,028.52; and

WHEREAS, pursuant to the RFP competitive selection process and the recommendation of the City Manager, the City Council desires to select the Contractor to construct the Project and authorize the City Manager to execute a Construction Contract with the Contractor in an amount not to exceed \$79,028.52, in substantially the form attached hereto as Exhibit “A”; and

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

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

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

Section 2. Selection. That the City Council hereby selects the Contractor to construct the Project pursuant to the RFP.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to enter into a Construction Contract with the Contractor in an amount not to

exceed \$79,028.52, in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, content, and legal sufficiency.

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

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

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 13th day of June, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

DRAFT CONTRACT

EXHIBIT A

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this “Contract”) is made this _____ day of _____, 2022 (the “Effective Date”) by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and _____, a Florida **[insert entity type]** (the “Contractor”).

WHEREAS, the City has identified a need to perform repairs and replacement of the roof at the Miami Springs Golf and Country Club located at 650 Curtiss Parkway, Miami Springs, Florida 33166 (the “Project”); and

WHEREAS, the City issued Request for Proposals 03-21/22 (which RFP is incorporated by reference as though fully set forth herein) seeking bids to perform the Project and Contractor submitted a bid for the Project (“Bid”), which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items (“Pricing”) attached hereto as **Exhibit “A”**; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the City that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. SCOPE OF WORK

1.1. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the “Work” or the “Project”) including, without limitation as described in the approved plans, drawings and/or specifications to be prepared by _____ (the “City’s Project Consultant”) (the “Plans”), the Contractor’s Bid attached hereto as **Exhibit “A”**, and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

**CITY OF MIAMI SPRINGS GOLF AND COUNTRY CLUB
ROOF REPAIRS AND REPLACEMENT**

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the City Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to City of all required documents and after execution of this Contract.

- 2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within ninety (90) calendar days from the date specified in the Notice to Proceed (“Contract Time”)**. Substantial Completion shall be defined for this purpose as the date on which City receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within one hundred twenty (120) calendar days from the date specified in the Notice to Proceed (“Final Completion Time”)**. The Final Completion date is defined as the date agreed to by the City when all Work has been completed in accordance with the Contract Documents and Contractor has delivered to City all documentation required herein.
- 2.3. Upon failure of Contractor to complete the Contract within the Final Completion Time, Contractor shall pay to City the sum of Three Hundred Dollars (\$300.00) for each calendar day after the expiration of the Final Completion Time until the Contractor achieves Final Completion and the Project is in a state of readiness for final payment to the Contractor. These amounts are not penalties but are liquidated damages payable by Contractor to City for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by City as a consequence of Contractor’s delay and failure of Contractor to complete the Contract on time.
- 2.4. City is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to City by Contractor exceeds monies due Contractor from City, Contractor shall be liable and shall immediately upon demand by City pay to City the amount of said excess.

3. CONTRACT PRICE

- 3.1. City shall pay to Contractor for the performance of the Work for actual work completed in an amount not to exceed \$_____ in accordance with the Contractor’s Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit “A”. This sum (“Contract Price”) shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.
- 3.2. City shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor’s Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the City shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications

Exhibit A -

for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the City or City's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as City shall determine or City may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by City until final completion and acceptance of the Work by City. In the event there is a dispute between Contractor and City concerning a Pay Application, dispute resolution procedures shall be conducted by City commencing within 45 days of receipt of the disputed Payment Application. The City shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

- 3.3. Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.
- 3.4. The payment of any Application for Payment by the City, including the final request for payment, does not constitute approval or acceptance by the City of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the City's rights hereunder or at law or in equity.
- 3.5. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the City, and upon receipt of consent by any surety, City shall pay the remainder of the Contract Price (including Retainage) as recommended by the City's Project Consultant and Building Official. Final payment is contingent upon receipt by City from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.
- 3.6. This Contract is subject to the conditions precedent that: (i) City funds are available and budgeted for the Contract Price; (ii) the City secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the City Council relative to the Project; and (iii) City Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

4. CONTRACT DOCUMENTS

- 4.1. The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall

govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

5. **INDEMNIFICATION**

5.1. Contractor shall defend, 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, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

6. **INSURANCE AND BONDS**

6.1. **Insurance**

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by City and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or

insurance. The 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 Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

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

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

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

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of City and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the City with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is

as required by this Contract. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

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

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

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the City, prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to City the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by City and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. 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 is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor'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

Contractor 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 City.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the City to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.

- 7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.1.1.7. Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.1.2. Contractor warrants the following:

- 7.1.2.1. Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.
- 7.1.2.2. Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the City has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.
- 7.1.2.3. Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or City. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including City building permits. City building permit fees are waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

8. DEFAULT AND TERMINATION

- 8.1.** If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, City may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed monies due Contractor from City, Contractor shall be liable and shall pay to City the amount of said excess promptly upon demand therefore by City. In the event it is adjudicated that City was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by City for convenience as described below.
- 8.2.** This Contract may be terminated by the City for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the City. In such event, the Contractor shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9. MISCELLANEOUS

- 9.1. No Assignment.** Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City Manager.
- 9.2. Contractor's Responsibility for Damages and Accidents.**
- 9.2.1.** Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by City and shall promptly repair any damage done from any cause.

9.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by City, Contractor shall replace same without cost to City.

9.3. Defective Work. Warranty and Guarantee.

9.3.1. City shall have the authority to reject or disapprove Work which the City finds to be defective. If required by the City, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the City or its designee, City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

9.3.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the City prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to City all material and equipment warranties upon completion of the Work hereunder.

9.3.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4. Legal Restrictions; Hours of Work; Traffic Provisions.

9.4.1. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the City or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the City

Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the City.

9.5. Examination and Retention of Contractor's Records.

9.5.1. The City or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

9.5.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of City providing for retention and audit of records.

9.5.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4. The City may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the City Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

9.6. **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by City. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the City, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the City.

9.7. Authorized Representative.

9.7.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to City to represent and act for Contractor and shall inform City, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep City informed of

any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

- 9.7.2.** The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the City. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the City, Contractor shall replace the unacceptable personnel with personnel acceptable to the City.
- 9.8. Taxes.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.
- 9.9. Utilities.** Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to City. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.
- 9.10. Safety.** Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. City shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.
- 9.11. Cleaning Up.** Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by City at Contractor's expense.

- 9.12. **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 9.13. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 9.14. **Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.
- 9.15. **Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.
- 9.16. **Payment to Sub-Contractors; Certification of Payment to Subcontractors:** The term “subcontractor”, as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the City. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete and accepted by the City.
- 9.17. **Liens.** Contractor shall not permit any mechanic’s, laborer’s or materialmen’s lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, City shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, City shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay City ’s reasonable attorneys’ fees and costs incurred in connection therewith.
- 9.18. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

9.19. Waiver of Jury Trial. CITY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

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

9.21. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

9.22. Ownership and Access to Records and Audits.

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

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

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

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

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

9.22.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.22.7. Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the City.

9.22.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, CITY CLERK, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, gonzaleze@miamisprings-fl.gov.

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

9.23.1. First Priority: Change Orders with later date taking precedence;

9.23.2. Second Priority: This Base Agreement;

9.23.3. Third Priority: Exhibit C, “Interim Final Rule”;

- 9.23.4. Fourth Priority: Exhibit D, “U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019)”;
- 9.23.5. Fifth Priority: Exhibit G, “American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement”;
- 9.23.6. Sixth Priority: Exhibit E, “Assurances of Compliance with Title VI of the Civil Rights Act of 1964”;
- 9.23.7. Seventh Priority: Exhibit F, “Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions”;
- 9.23.8. Eighth Priority: Exhibit A-1, “City of Miami Springs Public Works Department Plans”;
- 9.23.9. Ninth Priority: Exhibit C, “Notice to Proceed”; and
- 9.23.10. Tenth Priority: City of Miami Springs Request for Proposals No. 03-20/21;
- 9.23.11. Eleventh Priority: Exhibit A, “Contractor’s Proposal.”

10. SPECIAL CONDITIONS

10.1. The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

10.2. Preliminary Steps.

10.2.1. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the City, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

10.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

10.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or City as applicable. This initial schedule shall establish the baseline schedule for the Project.

10.4. Schedule of Values. “INTENTIONALLY OMITTED”

10.5. Construction Photographs. “INTENTIONALLY OMITTED”

10.6. Staging Site.

10.6.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the City.

10.6.2. The City at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the City, the City assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

10.6.3. Parking. No parking is permitted at a City-provided staging site without the prior written approval of the City.

10.7. Project Signage. "INTENTIONALLY OMITTED"

10.8. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

10.9. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and City laws, rules and regulations. No materials will be stored on-site without the prior written approval of the City.

10.10. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The City may require an adjustment in price based on any proposed substitution.

10.11. Unsatisfactory Personnel.

10.11.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

10.11.2. The City may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the City within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The City will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

10.12. Contract Modification.

10.12.1. Change Orders.

10.12.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the City reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the City. The City reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order (“CO”) approved in advance, and issued in accordance with provisions of the Contract Documents.

10.12.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order (“RCO”) in a form approved by the City, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The City may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor’s acknowledgement that the changes included in an RCO will not affect the project schedule.

10.12.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties.

10.12.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the City reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the City directs the Contractor to proceed on a time and materials basis, the Contractor

must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the City.

10.12.2. Extension of Contract Time.

10.12.2.1. If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

10.12.2.1.1. The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

10.12.2.1.2. The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

10.12.2.1.3. The Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

10.12.2.1.4. The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

10.12.3. Continuing the Work

10.12.3.1. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with City, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10.13. As-Built Drawings.-“INTENTIONALLY OMITTED”

10.14. Specifications and Addenda: Legibly mark each section to record:

10.14.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

10.14.2. Changes made by Project Consultant’s written instructions or by Change Order.

10.15. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

10.16. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and

clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

10.17. Maintenance of Traffic. Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the City with a proposed MOT plan for review. The City may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

10.18. Hurricane Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the City, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

10.19. Mandated Federal Contract Conditions. In connection with the performance of this Contract, Contractor acknowledges that compensation for the Work performed under this Contract shall be partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, without limitation:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable;
- ii. Interim Final Rule, attached hereto as Exhibit "C";

- iii. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019), attached hereto as Exhibit “D”;
- iv. Assurances of Compliance with Title VI of the Civil Rights Act of 1964, attached hereto as Exhibit “E”; and
- v. Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, attached hereto as Exhibit “F”;
- vi. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement, attached hereto as Exhibit “G.”

10.19.1. Employment Standards.

10.19.1.1. Contractor shall implement and keep records of a local hire program that prioritizes and promotes the employment of workers located within the City and Miami-Dade County. Specifically, such local hire program shall employ individuals and subcontractors in accordance with the following priority levels:

- a. First priority: City residents and subcontractors;
- b. Second priority: Miami-Dade County residents and subcontractors; and
- c. Third priority: Other individuals and subcontractors.

Contractor shall provide documentation, reports, and records demonstrating compliance with the local hire program to the City prior to commencement of the Work.

10.19.1.2. Contractor is strongly encouraged to offer wages at or above the prevailing wage rate and to encourage subcontractors to offer wages at or above the prevailing wage rate.

10.19.2. Title VI Requirements. Contractor acknowledges that the City has certified or will certify compliance with Title VI of the Civil Rights Act of 1964, in the form attached hereto as Exhibit “F,” to the U.S. Department of the Treasury. Towards that end, Contractor shall ensure that performance of work in connection with this Contract follows the certifications contained in Exhibit F, and shall also adhere to the following provisions:

10.19.2.1. The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Contract.

10.19.2.2. Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Contract.

10.19.3. Americans with Disabilities Act Requirements. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Contract.

10.19.4. Age Discrimination Act of 1975. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Contract.

10.19.5. Protections for Whistleblowers.

10.19.5.1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

10.19.5.2. The list of persons and entities referenced in the paragraph above includes the following:

- i. A Member of Congress or a representative of a committee of Congress.
- ii. An Inspector General.
- iii. The Government Accountability Office.
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- v. An authorized official of the Department of Justice or other law enforcement agency.
- vi. A court or grand jury.
- vii. A management official or other employee of the contractor, subcontractor, the State of Florida, or the City who has the responsibility to investigate, discover, or address misconduct.

10.19.5.3. The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10.19.6. Seat Belts Required. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

10.19.7. Texting While Driving Ban. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

10.19.8. Publication. Contractor shall obtain approval from the City in writing prior to issuing any publications in connection with this Contract. If approved by the City, the Contractor shall include the following language in any and all publications issued:

“This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to the City of Miami Springs by the U.S. Department of the Treasury.”

10.20. **Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).** In accordance with the Interim Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

10.20.1. Equal Employment Opportunity Compliance. During the performance of this Contract, the Contractor agrees as follows:

(2) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
- b. layoff or termination;
- c. rates of pay or other forms of compensation; and
- d. selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (4) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (5) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- (7) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (8) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
- (9) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.20.2. Contract Work Hours and Safety Standards Act Compliance. During the performance of this Contract, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

10.20.2.1. *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

10.20.2.2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

10.20.2.3. *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

10.20.2.4. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and

also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

10.20.3. Clean Air Act Compliance. During the performance of this Contract, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

10.20.3.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

10.20.3.2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

10.20.3.3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Contract.

10.20.4. Federal Water Pollution Control Act Compliance. During the performance of this Contract, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

10.20.4.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

10.20.4.2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

10.20.4.3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Contract.

10.20.5. Suspension and Debarment Compliance. During the performance of this Contract, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

10.20.5.1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

10.20.5.2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

10.20.5.3. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10.20.5.4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.20.5.5. Contractor certifies that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
- iv. Have not, within a five (5)-year period preceding this Contract, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Contract as to why not.

10.20.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). During the performance of this Contract, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

10.20.6.1. No Funds received by the Contractor under this Contract have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or 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.

- 10.20.6.2. If any monies, other than Funds received by Contractor under this Contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 10.20.6.3. The Contractor shall require that 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 such sub-recipients shall certify and disclose accordingly.
- 10.20.6.4. 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 the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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.
- 10.20.7. Procurement of Recovered Materials. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.
- Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- 10.20.8. Domestic Preferences for Procurements. To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, "Domestic preferences for procurements."
- 10.20.9. 2 CFR Subpart F – Audit Requirements. Contractor shall assist the City in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Interim Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.
- 10.20.9.1. Contractor shall assist the City in complying with the Federal Audit Provisions by providing the City, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting

documentation, and other information relating to the performance of the Contract or the Work (“Documentation”) necessary to complete federal audits. Contractor shall promptly assist the City in the event Documentation must be supplemented to address audit findings or other federal inquiries.

10.20.9.2. Contractor shall keep all Documentation up-to-date throughout the performance of this Contract and the Work. Contractor shall provide the City with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the City in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

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

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

CITY OF MIAMI SPRINGS

CONTRACTOR

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____

Name: _____

Attest:

Title: _____

By: _____
Erika Gonzalez, MMC
City Clerk

Entity: _____

Approved as to form and legal sufficiency:

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

Addresses for Notice:

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

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs City Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
hsera@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT A-1

City's Roof Plans "A", "B" and "C" and "F"



EXHIBIT A-2

City's Roof Plans "D and E"



NOTICE TO PROCEED

Dated: _____, 20__

To: **[CONTRACTOR NAME]**

Project Name: CITY OF MIAMI SPRINGS GOLF AND COUNTRY CLUB ROOF PROJECT

Contract No.: _____

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 20___. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 20___ and _____, 20___, ___/___ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the City (___ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

CITY OF MIAMI SPRINGS

By: _____
William Alonso, CPA, CGFO
City Manager

ACCEPTANCE OF NOTICE TO PROCEED

[CONTRACTOR NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
Interim Final Rule

Interim Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

Equal Employment Opportunity Compliance. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
- b. layoff or termination;
- c. rates of pay or other forms of compensation; and
- d. selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

[Remainder of page intentionally left blank].

EXHIBIT D
U.S. Department of the Treasury
Coronavirus State and Local Fiscal Recovery Funds
Award Terms and Conditions (Assistance Listing Number 21.019)

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose

in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.

- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company- owned, rented or personally owned vehicles.
18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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EXHIBIT E
Assurances of Compliance with
Title VI of the Civil Rights Act of 1964

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

EXHIBIT F

Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions

Coronavirus State and Local Fiscal Recovery Funds

Interim Final Rule: Frequently Asked Questions

AS OF JANUARY 2022

Update (January 2022): The FAQs in this document pertain to the Interim Final Rule (IFR), which is in effect until April 1, 2022. In addition to this document, recipients are encouraged to consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which provides guidance on use of funds until the Final Rule takes effect.

Treasury anticipates issuing FAQs for the Final Rule at a later date. Recipients may find helpful the *Overview of the Final Rule*, which provides a summary of major provision of the Final Rule for informational purposes.

This document contains answers to frequently asked questions regarding the Interim Final Rule of the Coronavirus State and Local Fiscal Recovery Funds (CSFRF / CLFRF, or Fiscal Recovery Funds). Treasury will be updating this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the [Interim Final Rule](#) for additional information.

- For overall information about the program, including information on requesting funding, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-localand-tribal-governments>
- For general questions about CSFRF / CLFRF, please email SLFRP@treasury.gov

Questions added 5/27/21: 1.5, 1.6, 2.13, 2.14, 2.15, 3.9, 4.5, 4.6, 10.3, 10.4 (noted with “[5/27]”)

Questions added 6/8/21: 2.16, 3.10, 3.11, 3.12, 4.7, 6.7, 8.2, 9.4, 9.5, 10.5 (noted with “[6/8]”)

Questions added 6/17/21: 6.8, 6.9, 6.10, 6.11 (noted with “[6/17]”)

Questions added 6/23/21: 1.7, 2.17, 2.18, 2.19, 2.20, 3.1 (appendix), 3.13, 4.8, 6.12 (noted with “[6/23]”)

Question added 6/24/21: 2.21 (noted with “[6/24]”)

Questions added 7/14/21: 1.8, 3.14, 3.15, 4.9, 4.10, 4.11, 4.12, 6.13, 6.14, 6.15, 6.16, 6.17, 10.3 updated (noted with “[7/14]”)

Question added 11/15/21: 12.1; Questions updated 11/15/21: 9.2

Answers to frequently asked questions on distribution of funds to non-entitlement units of local government (NEUs) can be found in this [FAQ supplement](#), which is regularly updated.

1. Eligibility and Allocations

1.1. Which governments are eligible for funds?

The following governments are eligible:

- States and the District of Columbia
- Territories
- Tribal governments • Counties
- Metropolitan cities
- Non-entitlement units, or smaller local governments

1.2. Which governments receive funds directly from Treasury?

Treasury will distribute funds directly to each eligible state, territory, metropolitan city, county, or Tribal government. Smaller local governments that are classified as nonentitlement units will receive funds through their applicable state government.

1.3. Are special-purpose units of government eligible to receive funds?

Special-purpose units of local government will not receive funding allocations; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts.

1.4. How are funds being allocated to Tribal governments, and how will Tribal governments find out their allocation amounts?¹

\$20 billion of Fiscal Recovery Funds was reserved for Tribal governments. The

American Rescue Plan Act specifies that \$1 billion will be allocated evenly to all eligible Tribal governments. The remaining \$19 billion will be distributed using an allocation methodology based on enrollment and employment.

There will be two payments to Tribal governments. Each Tribal government's first payment will include (i) an amount in respect of the \$1 billion allocation that is to be divided equally among eligible Tribal governments and (ii) each Tribal government's pro rata share of the Enrollment Allocation. Tribal governments will be notified of their allocation amount and delivery of payment 4-5 days after completing request for funds in the Treasury Submission Portal. The deadline to make the initial request for funds was June 21, 2021.

¹ The answer to this question was updated on July 19, 2021.

The second payment will include a Tribal government's pro rata share of the

Employment Allocation. There is a \$1,000,000 minimum employment allocation for Tribal governments. In late-June, Tribal governments will receive an email notification to re-enter the Treasury Submission Portal to confirm or amend their 2019 employment numbers that were submitted to the Department of the Treasury for the CARES Act's Coronavirus Relief Fund. To receive an Employment Allocation, including the minimum employment allocation, Tribal governments must confirm employment numbers by July 23, 2021. Treasury will calculate employment allocations for those Tribal governments that confirmed or submitted amended employment numbers by the deadline. In August, Treasury will communicate to Tribal governments the amount of their portion of the Employment Allocation and the anticipated date for the second payment.

1.5. My county is a unit of general local government with population under 50,000. Will my county receive funds directly from Treasury? [5/27]

Yes. All counties that are units of general local government will receive funds directly from Treasury and should apply via the [online portal](#). The list of county allocations is available [here](#).

1.6. My local government expected to be classified as a non-entitlement unit. Instead, it was classified as a metropolitan city. Why? [5/27]

The American Rescue Plan Act defines, for purposes of the Coronavirus Local Fiscal Recovery Fund (CLFRF), metropolitan cities to include those that are currently metropolitan cities under the Community Development Block Grant (CDBG) program but also those cities that relinquish or defer their status as a metropolitan city for purposes of the CDBG program. This would include, by way of example, cities that are principal cities of their metropolitan statistical area, even if their population is less than 50,000. In other words, a city that is eligible to be a metropolitan city under the CDBG program is eligible as a metropolitan city under the CLFRF, regardless of how that city has elected to participate in the CDBG program.

Unofficial allocation estimates produced by other organizations may have classified certain local governments as non-entitlement units of local government. However, based on the statutory definitions, some of these local governments should have been classified as metropolitan cities.

1.7. In order to receive and use Fiscal Recovery Funds, must a recipient government maintain a declaration of emergency relating to COVID-19? [6/23]

No. Neither the statute establishing the CSFRF/CLFRF nor the Interim Final Rule requires recipients to maintain a local declaration of emergency relating to COVID-19.

1.8. Can non-profit or private organizations receive funds? If so, how? [7/14]

Yes. Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The Interim Final Rule clarifies that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and recipients may transfer funds to constituent units of government or private entities beyond those specified in the statute. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered to be a subrecipient and will be expected to comply with all subrecipient reporting requirements.

The ARPA does not authorize Treasury to provide CSFRF/CLFRF funds directly to nonprofit or private organizations. Thus, non-profit or private organizations should seek funds from CSFRF/CLFRF recipient(s) in their jurisdiction (e.g., a State, local, territorial, or Tribal government).

2. Eligible Uses – Responding to the Public Health Emergency / Negative Economic Impacts

2.1. What types of COVID-19 response, mitigation, and prevention activities are eligible?

A broad range of services are needed to contain COVID-19 and are eligible uses, including vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses. Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics.

2.2. If a use of funds was allowable under the Coronavirus Relief Fund (CRF) to respond to the public health emergency, may recipients presume it is also allowable under CSFRF/CLFRF?

Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under CSFRF/CLFRF, with the following two exceptions: (1) the standard for eligibility of public health and safety payrolls has been updated; and (2) expenses related to the issuance of tax-anticipation notes are not an eligible funding use.

2.3. If a use of funds is not explicitly permitted in the Interim Final Rule as a response to the public health emergency and its negative economic impacts, does that mean it is prohibited?

The Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. The Interim Final Rule also provides flexibility for recipients to use Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but which meet the objectives of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency with respect to COVID-19 or its negative economic impacts.

2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by replenishing state unemployment funds?

Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund up to the level needed to restore the prepandemic balances of such account as of January 27, 2020, or to pay back advances received for the payment of benefits between January 27, 2020 and the date when the Interim Final Rule is published in the Federal Register.

2.5. What types of services are eligible as responses to the negative economic impacts of the pandemic?

Eligible uses in this category include assistance to households; small businesses and nonprofits; and aid to impacted industries.

Assistance to households includes, but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

Assistance to small business and non-profits includes, but is not limited to:

- loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and
- Technical assistance, counseling, or other services to assist with business planning needs

2.6. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?

Yes, provided the recipient considers whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. Additionally, cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when considering appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, state, local, territorial, and Tribal governments may consider and take guidance from the per person amounts previously provided by the federal government in response to the COVID crisis.

2.7. May funds be used to reimburse recipients for costs incurred by state and local governments in responding to the public health emergency and its negative economic impacts prior to passage of the American Rescue Plan?

Use of Fiscal Recovery Funds is generally forward looking. The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021.

2.8. May recipients use funds for general economic development or workforce development?

Generally, not. Recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency, including funds used for economic or workforce development. For example, job training for unemployed workers may be used to address negative economic impacts of the public health emergency and be eligible.

2.9. How can recipients use funds to assist the travel, tourism, and hospitality industries?

Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel and hospitality industries and to districts that were closed during the COVID-19 public health emergency, as well as aid a planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic.

Tribal development districts are considered the commercial centers for tribal hospitality, gaming, tourism and entertainment industries.

2.10. May recipients use funds to assist impacted industries other than travel, tourism, and hospitality?

Yes, provided that recipients consider the extent of the impact in such industries as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, nationwide the leisure and hospitality industry has experienced an approximately 17 percent decline in employment and 24 percent decline in revenue, on net, due to the COVID-19 public health emergency. Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

Recipients should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

2.11. How does the Interim Final Rule help address the disparate impact of COVID-19 on certain populations and geographies?

In recognition of the disproportionate impacts of the COVID-19 virus on health and economic outcomes in low-income and Native American communities, the Interim Final Rule identifies a broader range of services and programs that are considered to be in response to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families living in QCTs, or when these services are provided by Tribal governments.

Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served.

Eligible services include:

- Addressing health disparities and the social determinants of health, including: community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
- Building stronger neighborhoods and communities, including: supportive housing and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
- Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
- Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

2.12. May recipients use funds to pay for vaccine incentive programs (e.g., cash or in-kind transfers, lottery programs, or other incentives for individuals who get vaccinated)?

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including expenses related to COVID-

19 vaccination programs. See 31 CFR 35.6(b)(1)(i). Programs that provide incentives reasonably expected to increase the number of people who choose to get vaccinated, or that motivate people to get vaccinated sooner than they otherwise would have, are an allowable use of funds so long as such costs are reasonably proportional to the expected public health benefit.

2.13. May recipients use funds to pay “back to work incentives” (e.g., cash payments for newly employed workers after a certain period of time on the job)? [5/27]

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to unemployed workers. See 31 CFR 35.6(b)(4). This assistance can include job training or other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly employed workers.

2.14. The Coronavirus Relief Fund (CRF) included as an eligible use: "Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What has changed in CSFRF/CLFRF, and what type of documentation is required under CSFRF/CLFRF? [5/27]

Many of the expenses authorized under the Coronavirus Relief Fund are also eligible uses under the CSFRF/CLFRF. However, in the case of payroll expenses for public safety, public health, health care, human services, and similar employees (hereafter, public health and safety staff), the CSFRF/CLFRF does differ from the CRF. This change reflects the differences between the ARPA and CARES Act and recognizes that the response to the COVID-19 public health emergency has changed and will continue to change over time. In particular, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, including first responders, to the extent that the employee’s time that is dedicated to responding to the COVID-19 public health emergency.

For administrative convenience, the recipient may consider a public health and safety employee to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated (e.g., more than half of the employee’s time is dedicated) to responding to the COVID-19 public health emergency.

Recipients may use presumptions for assessing whether an employee, division, or operating unit is primarily dedicated to COVID-19 response. The recipient should maintain records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID-19 response. Recipients need not routinely track staff hours. Recipients should periodically reassess their determinations.

2.15. What staff are included in “public safety, public health, health care, human services, and similar employees”? Would this include, for example, 911 operators, morgue staff, medical examiner staff, or EMS staff? [5/27]

As discussed in the Interim Final Rule, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, for the portion of the employee’s time that is dedicated to responding to the COVID-19 public health emergency.

Public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians, medical examiner or morgue staff) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel. Human services staff include employees providing or administering social services; public benefits; child welfare services; and child, elder, or family care, as well as others.

2.16. May recipients use funds to establish a public jobs program? [6/8]

Yes. The Interim Final Rule permits a broad range of services to unemployed or underemployed workers and other individuals that suffered negative economic impacts from the pandemic. That can include public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker’s occupation or level of training. The broad range of permitted services can also include other employment supports, such as childcare assistance or assistance with transportation to and from a jobsite or interview.

The Interim Final Rule includes as an eligible use re-hiring public sector staff up to the government’s level of pre-pandemic employment. “Public sector staff” would not include individuals participating in a job training or subsidized employment program administered by the recipient.

2.17. The Interim Final Rule states that “assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category.” Are recipients required to demonstrate that each individual or business experienced a negative economic impact for that individual or business to receive assistance? [6/23]

Not necessarily. The Interim Final Rule allows recipients to demonstrate a negative economic impact on a population or group and to provide assistance to households or businesses that fall within that population or group. In such cases, the recipient need only demonstrate that the

household or business is within the population or group that experienced a negative economic impact.

For assistance to households, the Interim Final Rule states, “In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic.” This would allow, for example, an internet access assistance program for all low- or moderate-income households, but would not require the recipient to demonstrate or document that each individual low- or moderate income household experienced a negative economic impact from the COVID19 public health emergency apart from being low- or -moderate income.

For assistance to small businesses, the Interim Final Rule states that assistance may be provided to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, to respond to the negative economic impacts of the COVID19 public health emergency. In providing assistance to small businesses, recipients must design a program that responds to the negative economic impacts of the COVID-19 public health emergency, including by identifying how the program addresses the identified need or impact faced by small businesses. This can include assistance to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency.

As part of program design and to ensure that the program responds to the identified need, recipients may consider additional criteria to target assistance to businesses in need, including to small businesses. Assistance may be targeted to businesses facing financial insecurity, with substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or facing other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. For example, a recipient could find based on local data or research that the smallest businesses faced sharply increased risk of bankruptcy and develop a program to respond; such a program would only need to document a population or group-level negative economic impact, and eligibility criteria to limit access to the program to that population or group (in this case, the smallest businesses).

In addition, recognizing the disproportionate impact of the pandemic on disadvantaged communities, the Interim Final Rule also identifies a set of services that are presumptively eligible when provided in a Qualified Census Tract (QCT); to families and individuals living in QCTs; to other populations, households, or geographic areas identified by the recipient as disproportionately impacted by the pandemic; or when these services are provided by Tribal governments. For more information on the set of presumptively eligible services, see the Interim Final Rule section on *Building Stronger Communities through Investments in Housing and Neighborhoods* and FAQ 2.11.

2.18. Would investments in improving outdoor spaces (e.g. parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts? [6/23]

There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria.

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, or when these services are provided by Tribal governments. Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic.

These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule’s framework. For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Second, recipients may provide assistance to small businesses in all communities.

Assistance to small businesses could include support to enhance outdoor spaces for COVID-19 mitigation (e.g., restaurant patios) or to improve the built environment of the neighborhood (e.g., façade improvements).

Third, many governments saw significantly increased use of parks during the pandemic that resulted in damage or increased maintenance needs. The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services” can constitute a negative economic impact of the pandemic.

2.19. Would expenses to address a COVID-related backlog in court cases be an eligible use of funds as a response to the public health emergency? [6/23]

The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services,” such as cuts to public sector staffing levels, can constitute a negative economic impact of the pandemic. During the COVID-19 public health emergency, many courts were unable to operate safely during the pandemic and, as a result, now face significant backlogs. Court backlogs resulting from inability of courts to safely operate during the COVID-19 pandemic decreased the government’s ability to administer services. Therefore, steps to reduce these backlogs, such as implementing COVID-19 safety measures to facilitate court operations,

hiring additional court staff or attorneys to increase speed of case resolution, and other expenses to expedite case resolution are eligible uses.

2.20. Can funds be used to assist small business startups as a response to the negative economic impact of COVID-19? [6/23]

As discussed in the Interim Final Rule, recipients may provide assistance to small businesses that responds to the negative economic impacts of COVID-19. The Interim Final Rule provides a non-exclusive list of potential assistance mechanisms, as well as considerations for ensuring that such assistance is responsive to the negative economic impacts of COVID-19.

Treasury acknowledges a range of potential circumstances in which assisting small business startups could be responsive to the negative economic impacts of COVID-19, including for small businesses and individuals seeking to start small businesses after the start of the COVID-19 public health emergency. For example:

- A recipient could assist small business startups with additional costs associated with COVID-19 mitigation tactics (e.g., barriers or partitions; enhanced cleaning; or physical plant changes to enable greater use of outdoor space).
- A recipient could identify and respond to a negative economic impact of COVID19 on new small business startups; for example, if it could be shown that small business startups in a locality were facing greater difficult accessing credit than prior to the pandemic, faced increased costs to starting the business due to the pandemic, or that the small business had lost expected startup capital due to the pandemic.
- The Interim Final Rule also discusses eligible uses that provide support for individuals who have experienced a negative economic impact from the COVID19 public health emergency, including uses that provide job training for unemployed individuals. These initiatives also may support small business startups and individuals seeking to start small businesses.

2.21. Can funds be used for eviction prevention efforts or housing stability services? [6/24]

Yes. Responses to the negative economic impacts of the pandemic include “rent, mortgage, or utility assistance [and] counseling and legal aid to prevent eviction or homelessness.” This includes housing stability services that enable eligible households to maintain or obtain housing, such as housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing related services for survivors of domestic abuse or human trafficking, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing.

This also includes legal aid such as legal services or attorney’s fees related to eviction proceedings and maintaining housing stability, court-based eviction prevention or eviction diversion programs, and other legal services that help households maintain or obtain housing.

Recipients may transfer funds to, or execute grants or contracts with, court systems, nonprofits, and a wide range of other organizations to implement these strategies.

3. Eligible Uses – Revenue Loss

3.1. How is revenue defined for the purpose of this provision? [appendix added 6/23]

The Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

General Revenue includes revenue from taxes, current charges, and miscellaneous general revenue. It excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts. General revenue also includes intergovernmental transfers between state and local governments, but excludes intergovernmental transfers from the Federal government, including Federal transfers made via a state to a locality pursuant to the CRF or the Fiscal Recovery Funds.

Tribal governments may include all revenue from Tribal enterprises and gaming operations in the definition of General Revenue.

Please see the appendix for a diagram of the Interim Final Rule’s definition of General Revenue within the Census Bureau’s revenue classification structure.

3.2. Will revenue be calculated on an entity-wide basis or on a source-by-source basis (e.g. property tax, income tax, sales tax, etc.)?

Recipients should calculate revenue on an entity-wide basis. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the net impact of the COVID- 19 public health emergency on a recipient’s revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.

3.3. Does the definition of revenue include outside concessions that contract with a state or local government?

Recipients should classify revenue sources as they would if responding to the U.S.

Census Bureau’s Annual Survey of State and Local Government Finances. According to the Census Bureau’s [Government Finance and Employment Classification manual](#), the following is an example of current charges that would be included in a state or local government’s general revenue from own sources: “Gross revenue of facilities operated by a government (swimming pools,

recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities.”

3.4. What is the time period for estimating revenue loss? Will revenue losses experienced prior to the passage of the Act be considered?

Recipients are permitted to calculate the extent of reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. This approach recognizes that some recipients may experience lagged effects of the pandemic on revenues.

Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

3.5. What is the formula for calculating the reduction in revenue?

A reduction in a recipient’s General Revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{n^t}] - \text{Actual General Revenue}_t ; 0 \}$$

Where:

Base Year Revenue is General Revenue collected in the most recent full fiscal year prior to the COVID-19 public health emergency.

Growth Adjustment is equal to the greater of 4.1 percent (or 0.041) and the recipient’s average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

n equals the number of months elapsed from the end of the base year to the calculation date.

Actual General Revenue is a recipient’s actual general revenue collected during 12-month period ending on each calculation date.

Subscript *t* denotes the calculation date.

3.6. Are recipients expected to demonstrate that reduction in revenue is due to the COVID-19 public health emergency?

In the Interim Final Rule, any diminution in actual revenue calculated using the formula above would be presumed to have been “due to” the COVID-19 public health emergency. This

presumption is made for administrative ease and in recognition of the broad-based economic damage that the pandemic has wrought.

3.7. May recipients use pre-pandemic projections as a basis to estimate the reduction in revenue?

No. Treasury is disallowing the use of projections to ensure consistency and comparability across recipients and to streamline verification. However, in estimating the revenue shortfall using the formula above, recipients may incorporate their average annual revenue growth rate in the three full fiscal years prior to the public health emergency.

3.8. Once a recipient has identified a reduction in revenue, are there any restrictions on how recipients use funds up to the amount of the reduction?

The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

However, paying interest or principal on outstanding debt, replenishing rainy day or other reserve funds, or paying settlements or judgments would not be considered provision of a government service, since these uses of funds do not entail direct provision of services to citizens. This restriction on paying interest or principal on any outstanding debt instrument, includes, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt. In addition, the overarching restrictions on all program funds (e.g., restriction on pension deposits, restriction on using funds for non-federal match where barred by regulation or statute) would apply.

3.9. How do I know if a certain type of revenue should be counted for the purpose of computing revenue loss? [5/27]

As discussed in FAQ #3.1, the Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

Recipients should refer to the definition of “General Revenue” included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule’s definition of “General Revenue,” the recipient may consider the classification and instructions used to complete the Census Bureau’s Annual Survey.

For example, parking fees would be classified as a Current Charge for the purpose of the Census Bureau’s Annual Survey, and the Interim Final Rule’s concept of “General Revenue” includes all

Current Charges. Therefore, parking fees would be included in the Interim Final Rule’s concept of “General Revenue.”

The Census Bureau’s Government Finance and Employment Classification manual is available [here](#).

3.10. In calculating revenue loss, are recipients required to use audited financials? [6/8]

Where audited data is not available, recipients are not required to obtain audited data. Treasury expects all information submitted to be complete and accurate. See 31 CFR 35.4(c).

3.11. In calculating revenue loss, should recipients use their own data, or Census data? [6/8]

Recipients should use their own data sources to calculate general revenue, and do not need to rely on published revenue data from the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients’ self-reported general revenue figures may differ somewhat from those published by the Census Bureau.

3.12. Should recipients calculate revenue loss on a cash basis or an accrual basis? [6/8]

Recipients may provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required.

3.13. In identifying intergovernmental revenue for the purpose of calculating General Revenue, should recipients exclude all federal funding, or just federal funding related to the COVID-19 response? How should local governments treat federal funds that are passed through states or other entities, or federal funds that are intermingled with other funds? [6/23]

In calculating General Revenue, recipients should exclude all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a state to a locality pursuant to the Coronavirus Relief Fund or Fiscal Recovery Funds. To the extent federal funds are passed through states or other entities or intermingled with other funds, recipients should attempt to identify and exclude the federal portion of those funds from the calculation of General Revenue on a best-efforts basis.

3.14. What entities constitute a government for the purpose of calculating revenue loss? [7/14]

In determining whether a particular entity is part of a recipient’s government for purposes of measuring a recipient’s government revenue, recipients should identify all the entities included

in their government and the general revenue attributable to these entities on a best-efforts basis. Recipients are encouraged to consider how their administrative structure is organized under state and local statutes. In cases in which the autonomy of certain authorities, commissions, boards, districts, or other entities is not readily distinguishable from the recipient's government, recipients may adopt the Census Bureau's criteria for judging whether an entity is independent from, or a constituent of, a given government. For an entity to be independent, it generally meets all four of the following conditions:

- The entity is an organized entity and possesses corporate powers, such as perpetual succession, the right to sue and be sued, having a name, the ability to make contracts, and the ability to acquire and dispose of property.
- The entity has governmental character, meaning that it provides public services, or wields authority through a popularly elected governing body or officers appointed by public officials. A high degree of responsibility to the public, demonstrated by public reporting requirements or by accessibility of records for public inspection, also evidences governmental character.
- The entity has substantial fiscal independence, meaning it can determine its budget without review and modification by other governments. For instance, the entity can determine its own taxes, charges, and debt issuance without another government's supervision.
- The entity has substantial administrative independence, meaning it has a popularly elected governing body, or has a governing body representing two or more governments, or, in the event its governing body is appointed by another government, the entity performs functions that are essentially different from those of, and are not subject to specification by, its creating government.

If an entity does not meet all four of these conditions, a recipient may classify the entity as part of the recipient's government and assign the portion of General Revenue that corresponds to the entity.

To further assist recipients in applying the forgoing criteria, recipients may refer to the Census Bureau's [*Individual State Descriptions: 2017 Census of Governments*](#) publication, which lists specific entities and classes of entities classified as either independent (defined by Census as "special purpose governments") or constituent (defined by Census as "dependent agencies") on a state-by-state basis. Recipients should note that the Census Bureau's lists are not exhaustive and that Census classifications are based on an analysis of state and local statutes as of 2017 and subject to the Census Bureau's judgement. Though not included in the Census Bureau's publication, state colleges and universities are generally classified as dependent agencies of state governments by the Census Bureau.

If an entity is determined to be part of the recipient's government, the recipient must also determine whether the entity's revenue is covered by the Interim Final Rule's definition of "general revenue." For example, some cash flows may be outside the definition of "general revenue." In addition, note that the definition of general revenue includes Tribal enterprises in

the case of Tribal governments. Refer to FAQ 3.1 (and the Appendix) for the components included in General Revenue.

3.15. The Interim Final Rule’s definition of General Revenue excludes revenue generated by utilities. Can you please clarify the definition of utility revenue? [7/14]

As noted in FAQs 3.1 and 3.9, the Interim Final Rule adopts a definition of “general revenue” that is based on, but not identical to, the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government

Finances. Recipients should refer to the definition of “general revenue” included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule’s definition of “general revenue,” the recipient may consider the classification and instructions used to complete the Census Bureau’s Annual Survey.

According to the Census Bureau’s [Government Finance and Employment Classification manual](#), utility revenue is defined as “[g]ross receipts from sale of utility commodities or services to the public or other governments by publicly-owned and controlled utilities.” This includes revenue from operations of publicly-owned and controlled water supply systems, electric power systems, gas supply systems, and public mass transit systems (see pages 4-45 and 4-46 of the manual for more detail).

Except for these four types of utilities, revenues from all commercial-type activities of a recipient’s government (e.g., airports, educational institutions, lotteries, public hospitals, public housing, parking facilities, port facilities, sewer or solid waste systems, and toll roads and bridges) are covered by the Interim Final Rule’s definition of “general revenue.” If a recipient is unsure whether a particular entity performing one of these commercial-type activities can be considered part of the recipient’s government, please see FAQ 3.14.

4. Eligible Uses – General

4.1. May recipients use funds to replenish a budget stabilization fund, rainy day fund, or similar reserve account?

No. Funds made available to respond to the public health emergency and its negative economic impacts are intended to help meet pandemic response needs and provide immediate stabilization for households and businesses. Contributions to rainy day funds and similar reserves funds would not address these needs or respond to the COVID-19 public health emergency, but would rather be savings for future spending needs. Similarly, funds made available for the provision of governmental services (to the extent of reduction in revenue) are intended to support direct provision of services to citizens. Contributions to rainy day funds are not considered provision of government services, since such expenses do not directly relate to the provision of government services.

4.2. May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects (e.g. roads, public facilities)?

Under 602(c)(1)(C) or 603(c)(1)(C), recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services, to the extent of the estimated reduction in revenue due to the public health emergency.

Under 602(c)(1)(A) or 603(c)(1)(A), a general infrastructure project typically would not be considered a response to the public health emergency and its negative economic impacts unless the project responds to a specific pandemic-related public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact of the pandemic (e.g., affordable housing in a Qualified Census Tract).

4.3. May recipients use funds to pay interest or principal on outstanding debt?

No. Expenses related to financing, including servicing or redeeming notes, would not address the needs of pandemic response or its negative economic impacts. Such expenses would also not be considered provision of government services, as these financing expenses do not directly provide services or aid to citizens.

This applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.

4.4. May recipients use funds to satisfy nonfederal matching requirements under the Stafford Act? May recipients use funds to satisfy nonfederal matching requirements generally?

Fiscal Recovery Funds are subject to pre-existing limitations in other federal statutes and regulations and may not be used as non-federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, expenses for the state share of Medicaid are not an eligible use. For information on FEMA programs, please [see here](#).

4.5. Are governments required to submit proposed expenditures to Treasury for approval? [5/27]

No. Recipients are not required to submit planned expenditures for prior approval by Treasury. Recipients are subject to the requirements and guidelines for eligible uses contained in the Interim Final Rule.

4.6. How do I know if a specific use is eligible? [5/27]

Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule:

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Recipients should consult Section II of the Interim Final Rule for additional information on eligible uses. For recipients evaluating potential uses under (a), the Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. See Section II of the Interim Final Rule for additional discussion.

For recipients evaluating potential uses under (c), the Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. See FAQ #3.8 for additional discussion.

For recipients evaluating potential uses under (b) and (d), see Sections 5 and 6.

4.7. Do restrictions on using Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred beginning on March 3, 2021 apply to costs incurred by the recipient (e.g., a State, local, territorial, or Tribal government) or to costs incurred by households, businesses, and individuals benefiting from assistance provided using Coronavirus State and Local Fiscal Recovery Funds? [6/8]

The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021. This limitation applies to costs incurred by the recipient (i.e., the state, local, territorial, or Tribal government receiving funds). However, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households, businesses, and individuals within the eligible use categories described in the Interim Final Rule for economic harms experienced by those households, businesses, and individuals prior to March 3, 2021. For example,

- Public Health/Negative Economic Impacts – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households – such as rent, mortgage, or utility assistance – for economic harms experienced or costs incurred by the household prior to March 3, 2021 (e.g., rental arrears from preceding months), provided that the cost of providing assistance to the household was not incurred by the recipient prior to March 3, 2021.

- Premium Pay – Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.
- Revenue Loss – The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. The calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020. However, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- Investments in Water, Sewer, and Broadband – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to make necessary investments in water, sewer, and broadband. See FAQ Section 6. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the Coronavirus State and Local Fiscal Recovery Funds were incurred after March 3, 2021.

4.8. How can I use CSFRF/CLFRF funds to prevent and respond to crime, and support public safety in my community? [6/23]

Under Treasury’s Interim Final Rule, there are many ways in which the State and Local Fiscal Recovery Funds (“Funds”) under the American Rescue Plan Act can support communities working to reduce and respond to increased violence due to the pandemic.

Among the eligible uses of the Funds are restoring of public sector staff to their prepandemic levels and responses to the public health crisis and negative economic impacts resulting from the pandemic. The Interim Final Rule provides several ways for recipients to “respond to” this pandemic-related gun violence, ranging from community violence intervention programs to mental health services to hiring of public safety personnel.

Below are some examples of how Fiscal Recovery Funds can be used to address public safety:

- In all communities, recipients may use resources to rehire police officers and other public servants to restore law enforcement and courts to their pre-pandemic levels. Additionally, Funds can be used for expenses to address COVID-related court backlogs, including hiring above pre-pandemic levels, as a response to the public health emergency. See FAQ 2.19.
- In communities where an increase in violence or increased difficulty in accessing or providing services to respond to or mitigate the effects of violence, is a result of the pandemic they may use funds to address that harm. This spending may include:
 - Hiring law enforcement officials – even above pre-pandemic levels – or paying overtime where the funds are directly focused on advancing community policing strategies in those communities experiencing an increase in gun violence associated with the pandemic

- Community Violence Intervention (CVI) programs, including capacity building efforts at CVI programs like funding and training additional intervention workers
 - Additional enforcement efforts to reduce gun violence exacerbated by the pandemic, including prosecuting gun traffickers, dealers, and other parties contributing to the supply of crime guns, as well as collaborative federal, state, and local efforts to identify and address gun trafficking channels
 - Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic As discussed in the Interim Final Rule, uses of CSFRF/CLFRF funds that respond to an identified harm must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.
- Recipients may also use funds up to the level of revenue loss for government services, including those outlined above.

Recognizing that the pandemic exacerbated mental health and substance use disorder needs in many communities, eligible public health services include mental health and other behavioral health services, which are a critical component of a holistic public safety approach. This could include:

- Mental health services and substance use disorder services, including for individuals experiencing trauma exacerbated by the pandemic, such as:
 - Community-based mental health and substance use disorder programs that deliver evidence-based psychotherapy, crisis support services, medications for opioid use disorder, and/or recovery support
 - School-based social-emotional support and other mental health services
- Referrals to trauma recovery services for crime victims.

Recipients also may use Funds to respond to the negative economic impacts of the public health emergency, including:

- Assistance programs to households or populations facing negative economic impacts of the public health emergency, including:
 - Assistance to support economic security, including for the victims of crime;
 - Housing assistance, including rent, utilities, and relocation assistance;
 - Assistance with food, including Summer EBT and nutrition programs; and Employment or job training services to address negative economic or public health impacts experienced due to a worker's occupation or level of training.
- Assistance to unemployed workers, including:
 - Subsidized jobs, including for young people. Summer youth employment programs directly address the negative economic impacts of the pandemic on young people and their families and communities;

- Programs that provide paid training and/or work experience targeted primarily to (1) formerly incarcerated individuals, and/or (2) communities experiencing high levels of violence exacerbated by the pandemic;
- Programs that provide workforce readiness training, apprenticeship or preapprenticeship opportunities, skills development, placement services, and/or coaching and mentoring; and
- Associated wraparound services, including for housing, health care, and food.

Recognizing the disproportionate impact of the pandemic on certain communities, a broader range of services are eligible in those communities than would otherwise be available in communities not experiencing a pandemic-related increase in crime or gun violence. These eligible uses aim to address the pandemic's exacerbation of public health and economic disparities and include services to address health and educational disparities, support neighborhoods and affordable housing, and promote healthy childhood environments. The Interim Final Rule provides a non-exhaustive list of eligible services in these categories.

These services automatically qualify as eligible uses when provided in Qualified Census Tracts (QCTs), low-income areas designated by HUD; to families in QCTs; or by Tribal governments. Outside of these areas, recipient governments can also identify and serve households, populations, and geographic areas disproportionately impacted by the pandemic.

Services under this category could include:

- Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, childhood health and welfare, including:
 - Summer education and enrichment programs in these communities, which include many communities currently struggling with high levels of violence;
 - Programs that address learning loss and keep students productively engaged;
 - Enhanced services for foster youths and home visiting programs; and
 - Summer camps and recreation.
- Programs or services that provide or facilitate access to health and social services and address health disparities exacerbated by the pandemic. This includes Community Violence Intervention (CVI) programs, such as:
 - Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance; and,
 - Capacity-building efforts at CVI programs like funding more intervention workers; increasing their pay; providing training and professional development for intervention workers; and hiring and training workers to administer the programs.

Please refer to Treasury's Interim Final Rule for additional information.

4.9. May recipients pool funds for regional projects? [7/14]

Yes, provided that the project is itself an eligible use of funds and that recipients can track the use of funds in line with the reporting and compliance requirements of the CSFRF/CLFRF. In general, when pooling funds for regional projects, recipients may expend funds directly on the project or transfer funds to another government that is undertaking the project on behalf of multiple recipients. To the extent recipients undertake regional projects via transfer to another government, recipients would need to comply with the rules on transfers specified in the Interim Final Rule, Section V. A recipient may transfer funds to a government outside its boundaries (e.g., county transfers to a neighboring county), provided that the recipient can document that its jurisdiction receives a benefit proportionate to the amount contributed.

4.10. May recipients fund a project with both ARP funds and other sources of funding (e.g., blending, braiding, or other pairing funding sources), including in conjunction with financing provided through a debt issuance? [7/14]

Cost sharing or matching funds are not required under CSFRF/CLFRF. Funds may be used in conjunction with other funding sources, provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies. The recipient must comply with applicable reporting requirements for all sources of funds supporting the CSFRF/CLFRF projects, and with any requirements and restrictions on the use of funds from the supplemental funding sources and the CSFRF/CLFRF program. Specifically,

- All funds provided under the CSFRF/CLFRF program must be used for projects, investments, or services that are eligible under the CSFRF/CLFRF statute, Treasury’s Interim Final Rule, and guidance. See 31 CFR 35.6-8; FAQ 4.6. CSFRF/CLFRF funds may not be used to fund an activity that is not, in its entirety, an eligible use under the CSFRF/CLFRF statute, Treasury’s Interim Final Rule, and guidance. For example,
 - CSFRF/CLFRF funds may be used in conjunction with other sources of funds to make an investment in water infrastructure, which is eligible under the CSFRF/CLFRF statute, and Treasury’s Interim Final Rule.
 - CSFRF/CLFRF funds could not be used to fund the entirety of a water infrastructure project that was partially, although not entirely, an eligible use under Treasury’s Interim Final Rule. However, the recipient could use CSFRF/CLFRF funds only for a smaller component project that does constitute an eligible use, while using other funds for the remaining portions of the larger planned water infrastructure project that do not constitute an eligible use. In this case, the “project” under this program would be only the eligible use component of the larger project.
- In addition, because CSFRF/CLFRF funds must be obligated by December 31, 2024, and expended by December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of CSFRF/CLFRF funds obligated and expended and when such funds were obligated and expended.

4.11. May Coronavirus State and Local Fiscal Recovery Funds be used to make loans or other extensions of credit (“loans”), including loans to small businesses and loans to finance necessary investments in water, sewer, and broadband infrastructure? [7/14]

Yes. Coronavirus State and Local Fiscal Recovery Funds (“Funds”) may be used to make loans, provided that the loan is an eligible use and the cost of the loan is tracked and reported in accordance with the points below. See 31 CFR 35.6. For example, a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make loans to small businesses. See 31 CFR 35.6(b)(6). In addition, a recipient may use Funds to finance a necessary investment in water, sewer or broadband, as described in the Interim Final Rule. See 31 CFR 35.6(e).

Funds must be used to cover “costs incurred” by the recipient between March 3, 2021, and December 31, 2024, and Funds must be expended by December 31, 2026. See Section III.D of the Interim Final Rule; 31 CFR 35.5. Accordingly, recipients must be able to determine the amount of Funds used to make a loan.

- For loans that mature or are forgiven on or before December 31, 2026, the recipient must account for the use of funds on a cash flow basis, consistent with the approach to loans taken in the Coronavirus Relief Fund.
 - Recipients may use Fiscal Recovery Funds to fund the principal of the loan and in that case must track repayment of principal and interest (i.e., “program income,” as defined under 2 CFR 200).
 - When the loan is made, recipients must report the principal of the loan as an expense. ○ Repayment of principal may be re-used only for eligible uses, and subject to restrictions on timing of use of funds. Interest payments received prior to the end of the period of performance will be considered an addition to the total award and may be used for any purpose that is an eligible use of funds under the statute and IFR. Recipients are not subject to restrictions under 2 CFR 200.307(e)(1) with respect to such payments.
- For loans with maturities longer than December 31, 2026, the recipient may use Fiscal Recovery Funds for only the projected cost of the loan. Recipients may estimate the subsidy cost of the loan, which equals the expected cash flows associated with the loan discounted at the recipient’s cost of funding. A recipient’s cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by the recipient or (ii) recently issued by a unit of state, local, or Tribal government similar to the recipient. Recipients that have adopted the Current Expected Credit Loss (CECL) standard may also treat the cost of the loan as equal to the CECL-based expected credit losses over the life of the loan. Recipients may measure projected losses either once, at the time the loan is extended, or annually over the covered period.

Under either approach for measuring the amount of funds used to make loans with maturities longer than December 31, 2026, recipients would not be subject to restrictions under 2 CFR 200.307(e)(1) and need not separately track repayment of principal or interest.

Any contribution of Fiscal Recovery Funds to a revolving loan fund must follow the approach described above for loans with maturities longer than December 31, 2026. In other words, a recipient could contribute Fiscal Recovery Funds to a revolving loan fund, provided that the revolving loan fund makes loans that are eligible uses and the Fiscal Recovery Funds contributed represent the projected cost of loans made over the life of the revolving loan fund.

4.12. May funds be used for outreach to increase uptake of federal assistance like the Child Tax Credit or federal programs like SNAP? [7/14]

Yes. Eligible uses to address negative economic impacts include work “to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations.” See 31 CFR 35.6(b)(10). Of note, per the CSFRF/CLFRF [Reporting Guidance](#), allowable use of funds for evaluations may also include other types of program evaluations focused on program improvement and evidence building. In addition, recipients may use funds to facilitate access to health and social services in populations and communities disproportionately impacted by the COVID-19 pandemic, including benefits navigators or marketing efforts to increase consumer uptake of federal tax credits, benefits, or assistance programs that respond to negative economic impacts of the pandemic. See 31 CFR 35.6(b)(12).

5. Eligible Uses – Premium Pay

5.1. What criteria should recipients use in identifying essential workers to receive premium pay?

Essential workers are those in critical infrastructure sectors who regularly perform in person work, interact with others at work, or physically handle items handled by others.

Critical infrastructure sectors include healthcare, education and childcare, transportation, sanitation, grocery and food production, and public health and safety, among others, as provided in the Interim Final Rule. Governments receiving Fiscal Recovery Funds have the discretion to add additional sectors to this list, so long as the sectors are considered critical to protect the health and well-being of residents.

The Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker’s total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

5.2. What criteria should recipients use in identifying third-party employers to receive grants for the purpose of providing premium pay to essential workers?

Any third-party employers of essential workers are eligible. Third-party contractors who employ essential workers in eligible sectors are also eligible for grants to provide premium pay. Selection of third-party employers and contractors who receive grants is at the discretion of recipients.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided.

5.3. May recipients provide premium pay retroactively for work already performed?

Yes. Treasury encourages recipients to consider providing premium pay retroactively for work performed during the pandemic, recognizing that many essential workers have not yet received additional compensation for their service during the pandemic.

6. Eligible Uses – Water, Sewer, and Broadband Infrastructure

6.1. What types of water and sewer projects are eligible uses of funds?

The Interim Final Rule generally aligns eligible uses of the Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency’s Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).

Under the DWSRF, categories of [eligible projects](#) include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development.

Under the CWSRF, categories of [eligible projects](#) include: construction of publiclyowned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, stormwater systems, water conservation, efficiency, and reuse measures, watershed pilot projects, energy efficiency measures for publicly-owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act.

As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury also encourages recipients to consider projects to replace lead service lines.

6.2. May construction on eligible water, sewer, or broadband infrastructure projects continue past December 31, 2024, assuming funds have been obligated prior to that date?

Yes. Treasury is interpreting the requirement that costs be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

6.3. May recipients use funds as a non-federal match for the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)?

Recipients may not use funds as a state match for the CWSRF and DWSRF due to prohibitions in utilizing federal funds as a state match in the authorizing statutes and regulations of the CWSRF and DWSRF.

6.4. Does the National Environmental Policy Act (NEPA) apply to eligible infrastructure projects?

NEPA does not apply to Treasury's administration of the Funds. Projects supported with payments from the Funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

6.5. What types of broadband projects are eligible?

The Interim Final Rule requires eligible projects to reliably deliver minimum speeds of 100 Mbps download and 100 Mbps upload. In cases where it is impracticable due to geography, topography, or financial cost to meet those standards, projects must reliably deliver at least 100 Mbps download speed, at least 20 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

Projects must also be designed to serve unserved or underserved households and businesses, defined as those that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

6.6. For broadband investments, may recipients use funds for related programs such as cybersecurity or digital literacy training?

Yes. Recipients may use funds to provide assistance to households facing negative economic impacts due to Covid-19, including digital literacy training and other programs that promote access to the Internet. Recipients may also use funds for modernization of cybersecurity, including hardware, software, and protection of critical infrastructure, as part of provision of government services up to the amount of revenue lost due to the public health emergency.

6.7. How do I know if a water, sewer, or broadband project is an eligible use of funds? Do I need pre-approval? [6/8]

Recipients do not need approval from Treasury to determine whether an investment in a water, sewer, or broadband project is eligible under CSFRF/CLFRF. Each recipient should review the Interim Final Rule (IFR), along with the preamble to the Interim Final Rule, in order to make its own assessment of whether its intended project meets the eligibility criteria in the IFR. A recipient that makes its own determination that a project

meets the eligibility criteria as outlined in the IFR may pursue the project as a

CSFRF/CLFRF project without pre-approval from Treasury. Local government recipients similarly do not need state approval to determine that a project is eligible under CSFRF/CLFRF. However, recipients should be cognizant of other federal or state laws or regulations that may apply to construction projects independent of CSFRF/CLFRF funding conditions and that may require pre-approval.

For water and sewer projects, the IFR refers to the EPA [Drinking Water](#) and [Clean Water](#) State Revolving Funds (SRFs) for the categories of projects and activities that are eligible for funding. Recipients should look at the relevant federal statutes, regulations, and guidance issued by the EPA to determine whether a water or sewer project is eligible. Of note, the IFR does not incorporate any other requirements contained in the federal

statutes governing the SRFs or any conditions or requirements that individual states may place on their use of SRFs.

6.8. For broadband infrastructure investments, what does the requirement that infrastructure “be designed to” provide service to unserved or underserved households and businesses mean? [6/17]

Designing infrastructure investments to provide service to unserved or underserved households or businesses means prioritizing deployment of infrastructure that will bring service to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. To meet this requirement, states and localities should use funds to deploy broadband infrastructure projects whose objective is to provide service to unserved or underserved households or businesses. These unserved or underserved households or businesses do not need to be the only ones in the service area funded by the project.

6.9. For broadband infrastructure to provide service to “unserved or underserved households or businesses,” must every house or business in the service area be unserved or underserved? [6/17]

No. It suffices that an objective of the project is to provide service to unserved or underserved households or businesses. Doing so may involve a holistic approach that provides service to a wider area in order, for example, to make the ongoing service of unserved or underserved households or businesses within the service area economical. Unserved or underserved households or businesses need not be the *only* households or businesses in the service area receiving funds.

6.10. May recipients use payments from the Funds for “middle mile” broadband projects? [6/17]

Yes. Under the Interim Final Rule, recipients may use payments from the Funds for “middle-mile projects,” but Treasury encourages recipients to focus on projects that will achieve last-mile connections—whether by focusing on funding last-mile projects or by ensuring that funded

middle-mile projects have potential or partnered last-mile networks that could or would leverage the middle-mile network.

6.11. For broadband infrastructure investments, what does the requirement to “reliably” meet or exceed a broadband speed threshold mean? [6/17]

In the Interim Final Rule, the term “reliably” is used in two places: to identify areas that are eligible to be the subject of broadband infrastructure investments and to identify expectations for acceptable service levels for broadband investments funded by the Coronavirus State and Local Fiscal Recovery Funds. In particular:

- The IFR defines “unserved or underserved households or businesses” to mean one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speeds and 3 Mbps of upload speeds.
- The IFR provides that a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make investments in broadband infrastructure that are designed to provide service to unserved or underserved households or businesses and that are designed to, upon completion: (i) reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or (ii) in limited cases, reliably meet or exceed 100 Mbps download speed and between 20 Mbps and 100 Mbps upload speed and be scalable to a minimum of 100 Mbps download and upload speeds.

The use of “reliably” in the IFR provides recipients with significant discretion to assess whether the households and businesses in the area to be served by a project have access to wireline broadband service that can actually and consistently meet the specified thresholds of at least 25Mbps/3Mbps—i.e., to consider the actual experience of current wireline broadband customers that subscribe to services at or above the 25 Mbps/3 Mbps threshold. Whether there is a provider serving the area that advertises or otherwise claims to offer speeds that meet the 25 Mbps download and 3 Mbps upload speed thresholds is not dispositive.

When making these assessments, recipients may choose to consider any available data, including but not limited to documentation of existing service performance, federal and/or state-collected broadband data, user speed test results, interviews with residents and business owners, and any other information they deem relevant. In evaluating such data, recipients may take into account a variety of factors, including whether users actually receive service at or above the speed thresholds at all hours of the day, whether factors other than speed such as latency or jitter, or deterioration of the existing connections make the user experience unreliable, and whether the existing service is being delivered by legacy technologies, such as copper telephone lines (typically using Digital Subscriber Line technology) or early versions of cable system technology (DOCSIS 2.0 or earlier).

The IFR also provides recipients with significant discretion as to how they will assess whether the project itself has been designed to provide households and businesses with broadband services that meet, or even exceed, the speed thresholds provided in the rule.

6.12. May recipients use Funds for pre-project development for eligible water, sewer, and broadband projects? [6/23]

Yes. To determine whether Funds can be used on pre-project development for an eligible water or sewer project, recipients should consult whether the pre-project development use or cost is eligible under the Drinking Water and Clean Water State Revolving Funds (CWSRF and DWSRF, respectively). Generally, the CWSRF and DWSRF often allow for pre-project development costs that are tied to an eligible project, as well as those that are reasonably expected to lead to a project. For example, the DWSRF [allows](#) for planning and evaluations uses, as well as numerous pre-project development costs, including costs associated with obtaining project authorization, planning and design, and project start-up like training and warranty for equipment. Likewise, the CWSRF [allows](#) for broad pre-project development, including planning and assessment activities, such as cost and effectiveness analyses, water/energy audits and conservation plans, and capital improvement plans.

Similarly, pre-project development uses and costs for broadband projects should be tied to an eligible broadband project or reasonably expected to lead to such a project. For example, pre-project costs associated with planning and engineering for an eligible broadband infrastructure build-out is considered an eligible use of funds, as well as technical assistance and evaluations that would reasonably be expected to lead to commencement of an eligible project (e.g., broadband mapping for the purposes of finding an eligible area for investment).

All funds must be obligated within the statutory period between March 3, 2021 and December 31, 2024, and expended to cover such obligations by December 31, 2026.

6.13. May State and Local Fiscal Recovery Funds be used to support energy or electrification infrastructure that would be used to power new water treatment plants and wastewater systems? [7/14]

The EPA's [Overview of Clean Water State Revolving Fund Eligibilities](#) describes eligible energy-related projects. This includes a “[p]ro rata share of capital costs of offsite clean energy facilities that provide power to a treatment works.” Thus, State and Local Fiscal Recovery Funds may be used to finance the generation and delivery of clean power to a wastewater system or a water treatment plant on a pro-rata basis. If the wastewater system or water treatment plant is the sole user of the clean energy, the full cost would be considered an eligible use of funds. If the clean energy provider provides power to other entities, only the proportionate share used by the water treatment plant or wastewater system would be an eligible use of State and Local Fiscal Recovery Funds.

6.14. How should states and local governments assess whether a stormwater management project, such as a culvert replacement, is an eligible project for State and Local Fiscal Recovery Funds? [7/14]

FAQ 6.7 describes the overall approach that recipients may take to evaluate the eligibility of water or sewer projects. For stormwater management projects specifically, as noted in the EPA's [Overview of Clean Water State Revolving Fund Eligibilities](#), "Stormwater projects must have a water quality benefit." Thus, to be eligible under CSFRF/CLFRF, stormwater management projects should be designed to incorporate water quality benefits consistent with the goals of the Clean Water Act. [Summary of the Clean Water Act.](#)

6.15. May recipients use Funds for road repairs and upgrades that occur in connection with an eligible water or sewer project? [7/14]

Yes, recipients may use State and Local Fiscal Recovery Funds for road repairs and upgrades directly related to an eligible water or sewer project. For example, a recipient could use Funds to repair or re-pave a road following eligible sewer repair work beneath it. However, use of Funds for general infrastructure projects is subject to the limitations described in FAQ 4.2. Water and sewer infrastructure projects are often a single component of a broader transportation infrastructure project, for example, the implementation of stormwater infrastructure to meet Clean Water Act established water quality standards. In this example, the components of the infrastructure project that interact directly with the stormwater infrastructure project may be funded by Fiscal Recovery Funds.

6.16. May Funds be used to build or upgrade broadband connections to schools or libraries? [7/14]

As outlined in the IFR, recipients may use Fiscal Recovery Funds to invest in broadband infrastructure that, wherever it is practicable to do so, is designed to deliver service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. Treasury interprets "businesses" in this context broadly to include non-residential users of broadband, including private businesses and institutions that serve the public, such as schools, libraries, healthcare facilities, and public safety organizations.

6.17. Are eligible infrastructure projects subject to the Davis-Bacon Act? [7/14]

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the CSFRF/CLFRF program, except for CSFRF/CLFRF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds (CSFRF/CLFRF funds or otherwise) to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be otherwise subject to the requirements of the DavisBacon Act, when CSFRF/CLFRF award funds are used on a construction

project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”) may apply to projects. Please refer to FAQ 4.10 concerning projects funded with both CSFRF/CLFRF funds and other sources of funding.

Treasury has indicated in its Interim Final Rule that it is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects, but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

Treasury has also indicated in its reporting guidance that recipients will need to provide documentation of wages and labor standards for infrastructure projects over \$10 million, and that that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as “baby Davis-Bacon Acts”) and subject to a project labor agreement. Please refer to the Reporting and Compliance Guidance, page 21, for more detailed information on the reporting requirement.

7. Non-Entitlement Units (NEUs)

Answers to frequently asked questions on distribution of funds to NEUs can be found in this [FAQ supplement](#), which is regularly updated.

8. Ineligible Uses

8.1. What is meant by a pension “deposit”? Can governments use funds for routine pension contributions for employees whose payroll and covered benefits are eligible expenses?

Treasury interprets “deposit” in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient’s regular timing for making such payments.

Under this interpretation, a “deposit” is distinct from a “payroll contribution,” which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a pre-determined percentage of employees’ wages and salaries. In general, if an

employee's wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee's covered benefits as an eligible use of Fiscal Recovery Funds.

8.2. May recipients use Fiscal Recovery Funds to fund Other Post-Employment Benefits (OPEB)? [6/8]

OPEB refers to benefits other than pensions (see, e.g., [Governmental Accounting Standards Board, "Other Post-Employment Benefits"](#)). Treasury has determined that

Sections 602(c)(2)(B) and 603(c)(2), which refer only to pensions, do not prohibit CSFRF/CLFRF recipients from funding OPEB. Recipients of either the CSFRF/CLFRF may use funds for eligible uses, and a recipient seeking to use CSFRF/CLFRF funds for OPEB contributions would need to justify those contributions under one of the four eligible use categories.

9. Reporting

On November 5, 2021, Treasury released updated [Guidance on Recipient Compliance and Reporting Responsibilities for the Coronavirus State and Local Fiscal Recovery Funds](#).

Recipients should consult this guidance for additional detail and clarification on recipients' compliance and reporting responsibilities. A user guide will be provided with additional information associated with the submission of reports.

9.1. What records must be kept by governments receiving funds?

Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. This includes those which demonstrate the award funds were used for eligible purposes in accordance with the ARPA, Treasury's regulations implementing those sections, and Treasury's guidance on eligible uses of funds.

9.2. What reporting will be required, and when will the first report be due?²

Recipients will be required to submit an interim report, project and expenditure reports, and annual Recovery Plan Performance Reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

Interim reports: States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report. The interim report will include a recipient's expenditures by category at the summary level and for states, information related to distributions to non-entitlement units of local government must also be included in the interim report. The interim report covered activity from the date of award to July 31, 2021 and were due to Treasury by August 31, 2021 or 60 days after receiving funding if funding

² This question was updated on November 15, 2021

was received by October 15, 2021. Non-entitlement units of local government were not required to submit an interim report.

Project and Expenditure reports: State (defined to include the District of Columbia), territorial, metropolitan city, county, and Tribal governments will be required to submit project and expenditure reports. This report will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of award funds.

Reports will be required quarterly for the following recipients:

- States and territories
- Metropolitan cities and counties with population over 250,000
- Metropolitan cities and counties with population less than 250,000 that received an award of more than \$10 million
- Tribal governments that received an award of more than \$30 million.

The initial project and expenditure report for quarterly recipients will be due January 31, 2022 and will cover the period of March 3, 2021 to December 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Reports will be required annually for the following recipients:

- Metropolitan cities and counties with population less than 250,000 that received an award less than \$10 million,
- Tribal governments that received an award less than \$30 million
- Non-entitlement units of government

The initial project and expenditure report for annual filers will be due April 30, 2022 and will cover the period of March 3, 2021 to March 31, 2022. The subsequent annual reports must be submitted to Treasury by April 30 each year.

The reports will include the same general data as those submitted by recipients of the Coronavirus Relief Fund, with some modifications to expenditure categories and the addition of data elements related to specific eligible uses.

Recovery Plan Performance Reports: States (defined to include the District of Columbia), territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to submit an annual Recovery Plan Performance Report to Treasury. This report will include descriptions of the projects funded and information on the performance indicators and objectives of each award, helping local residents understand how their governments are using the substantial resources provided by Coronavirus State and Local Fiscal Recovery Funds program. The initial Recovery Plan

Performance Report will cover activity from date of award to July 31, 2021 was due to

Treasury by August 31, 2021 or 60 days after receiving funding. Thereafter, the Recovery Plan Performance Reports will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance Report will cover the period from July 1, 2021 to June 30, 2022 and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance Report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and non-entitlement units of local government are not required to develop a Recovery Plan Performance Report.

Please see the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

9.3. What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply?

Most of the provisions of the Uniform Guidance (2 CFR Part 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available on beta.SAM.gov.

9.4. Once a recipient has identified a reduction in revenue, how will Treasury track use of funds for the provision of government services? [6/8]

The ARPA establishes four categories of eligible uses and further restrictions on the use of funds to ensure that Fiscal Recovery Funds are used within the four eligible use categories. The Interim Final Rule implements these restrictions, including the scope of the eligible use categories and further restrictions on tax cuts and deposits into pensions. Reporting requirements will align with this structure.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of the reduction in revenue, recipients will be required to submit a description of services provided. As discussed in IFR, these services can include a broad range of services but may not be used directly for pension deposits, contributions to reserve funds, or debt service. Recipients may use sources of funding other than Fiscal Recovery Funds to make deposits to pension funds, contribute to reserve funds, and pay debt service, including during the period of performance for the Fiscal Recovery Fund award.

For recipients using Fiscal Recovery Funds to provide government services to the extent of reduction in revenue, the description of government services reported to Treasury may be narrative or in another form, and recipients are encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with \$100 in

revenue replacement funds available could indicate that \$50 were used for personnel costs and \$50 were used for pay-go building of sidewalk infrastructure.

In addition to describing the government services provided to the extent of reduction in revenue, all recipients will also be required to indicate that Fiscal Recovery Funds are not used directly to make a deposit in a pension fund. Further, recipients subject to the tax offset provision will be required to provide information necessary to implement the Interim Final Rule, as described in the Interim Final Rule. Treasury does not anticipate requiring other types of reporting or recordkeeping on spending in pensions, debt service, or contributions to reserve funds.

These requirements are further detailed in the guidance on reporting requirements for the Fiscal Recovery Funds available [here](#).

9.5. What is the Assistance Listing and Catalog of Federal Domestic Assistance (CFDA) number for the program? [6/8]

The [Assistance Listing](#) for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) was published May 28, 2021 on SAM.gov. This includes the final CFDA Number for the program, 21.027.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The CFDA number is the unique 5-digit code for each type of federal assistance, and can be used to search for program information, including funding opportunities, spending on [usaspending.gov](https://www.usaspending.gov), or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines, Treasury issued initial payments under an existing CFDA number. If you have already received funds or captured the initial CFDA number in your records, please update your systems and reporting to reflect the final CFDA number 21.027. **Recipients must use the final CFDA number for all financial accounting, audits, subawards, and associated program reporting requirements.**

To ensure public trust, Treasury expects all recipients to serve as strong stewards of these funds. This includes ensuring funds are used for intended purposes and recipients have in place effective financial management, internal controls, and reporting for transparency and accountability.

Please see [Treasury's Interim Final Rule](#) and the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

10. Miscellaneous

10.1. May governments retain assets purchased with Fiscal Recovery Funds? If so, what rules apply to the proceeds of disposition or sale of such assets?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of payments.

10.2. Can recipients use funds for administrative purposes?

Recipients may use funds to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID–19 public health emergency and its negative economic impacts. This includes, but is not limited to, costs related to disbursing payments of Fiscal Recovery Funds and managing new grant programs established using Fiscal Recovery Funds.

10.3. Are recipients required to remit interest earned on CSFRF/CLFRF payments made by Treasury? [5/27, updated 7/14]

No. CSFRF/CLFRF payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury’s implementing regulations at 31 CFR part 205 to remit interest to Treasury. CSFRF/CLFRF payments made by Treasury to local governments and Tribes are not subject to the requirement of 2 CFR 200.305(b)(8)–(9) to maintain balances in an interest-bearing account and remit payments to Treasury. Moreover, interest earned on CSFRF/CLFRF payments is not subject to program restrictions. Finally, States may retain interest on payments made by Treasury to the State for distribution to NEUs that is earned before funds are distributed to NEUs, provided that the State adheres to the statutory requirements and Treasury’s guidance regarding the distribution of funds to NEUs. Such interest is also not subject to program restrictions.

Among other things, States and other recipients may use earned income to defray the administrative expenses of the program, including with respect to NEUs.

10.4. Is there a deadline to apply for funds? [5/27]

The Interim Final Rule requires that costs be incurred by December 31, 2024. Direct recipients are encouraged to apply as soon as possible. For direct recipients other than Tribal governments, there is not a specific application deadline.

Tribal governments do have deadlines to complete the application process and should visit www.treasury.gov/SLFRPTribal for guidance on applicable deadlines.

Non-entitlement units of local government should contact their state government for information on applicable deadlines.

10.5. May recipients use funds to cover the costs of consultants to assist with managing and administering the funds? [6/8]

Yes. Recipients may use funds for administering the CSFRF/CLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.

11. Operations

11.1. How do I know if my entity is eligible?

The Coronavirus State and Local Fiscal Recovery Funds American Rescue Plan Act of 2021 set forth the jurisdictions eligible to receive funds under the program, which are:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities (typically, but not always, those with populations over 50,000)
- Non-entitlement units of local government, or smaller local governments (typically, but not always, those with populations under 50,000)

11.2. How does an eligible entity request payment?

Eligible entities (other than non-entitlement units) must submit their information to the [Treasury Submission Portal](#). Please visit the [Coronavirus State and Local Fiscal Recovery Fund website](#) for more information on the submission process.

11.3. I cannot log into the Treasury Submission Portal or am having trouble navigating it. Who can help me?

If you have questions about the Treasury Submission Portal or for technical support, please email covidreliefitsupport@treasury.gov.

11.4. What do I need to do to receive my payment?

All eligible payees are required to have a DUNS Number previously issued by Dun & Bradstreet (<https://www.dnb.com/>).

All eligible payees are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

And eligible payees must have a bank account enabled for Automated Clearing House (ACH) direct deposit. Payees with a Wire account are encouraged to provide that information as well.

More information on these and all program pre-submission requirements can be found on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

11.5. Why is Treasury employing id.me for the Treasury Submission Portal?

ID.me is a trusted technology partner to multiple government agencies and healthcare providers. It provides secure digital identity verification to those government agencies and healthcare providers to make sure you're you – and not someone pretending to be you – when you request access to online services. All personally identifiable information provided to ID.me is encrypted and disclosed only with the express consent of the user. Please refer to ID.me Contact Support for assistance with your ID.me account. Their support website is <https://help.id.me>.

11.6. Why is an entity not on the list of eligible entities in Treasury Submission Portal?

The ARPA statute lays out which governments are eligible for payments. The list of entities within the Treasury Submission Portal includes entities eligible to receive a direct payment of funds from Treasury, which include states (defined to include the District of Columbia), territories, Tribal governments, counties, and metropolitan cities.

Eligible non-entitlement units of local government will receive a distribution of funds from their respective state government and should not submit information to the Treasury Submission Portal.

If you believe an entity has been mistakenly left off the eligible entity list, please email SLFRP@treasury.gov.

11.7. What is an Authorized Representative?

An Authorized Representative is an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity). An Authorized Representative must sign the Acceptance of Award terms for it to be valid.

11.8. How does a Tribal government determine their allocation?

Tribal governments will receive information about their allocation when the submission to the Treasury Submission Portal is confirmed to be complete and accurate.

11.9. How do I know the status of my request for funds (submission)?

Entities can check the status of their submission at any time by logging into [Treasury Submission Portal](#).

11.10. My Treasury Submission Portal submission requires additional information/correction. What is the process for that?

If your Authorized Representative has not yet signed the award terms, you can edit your submission with in the into [Treasury Submission Portal](#). If your Authorized

Representative has signed the award terms, please email SLFRP@treasury.gov to request assistance with updating your information.

11.11. My request for funds was denied. How do I find out why it was denied or appeal the decision?

Please check to ensure that no one else from your entity has applied, causing a duplicate submission. Please also review the list of all eligible entities on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

If you still have questions regarding your submission, please email SLFRP@treasury.gov.

11.12. When will entities get their money?

Before Treasury is able to execute a payment, a representative of an eligible government must submit the government's information for verification through the [Treasury Submission Portal](#). The verification process takes approximately four business days. If any errors are identified, the designated point of contact for the government will be contacted via email to correct the information before the payment can proceed. Once verification is complete, the designated point of contact of the eligible government will receive an email notifying them that their submission has been verified. Payments are generally scheduled for the next business day after this verification email, though funds may not be available immediately due to processing time of their financial institution.

11.13. How does a local government entity provide Treasury with a notice of transfer of funds to its State?

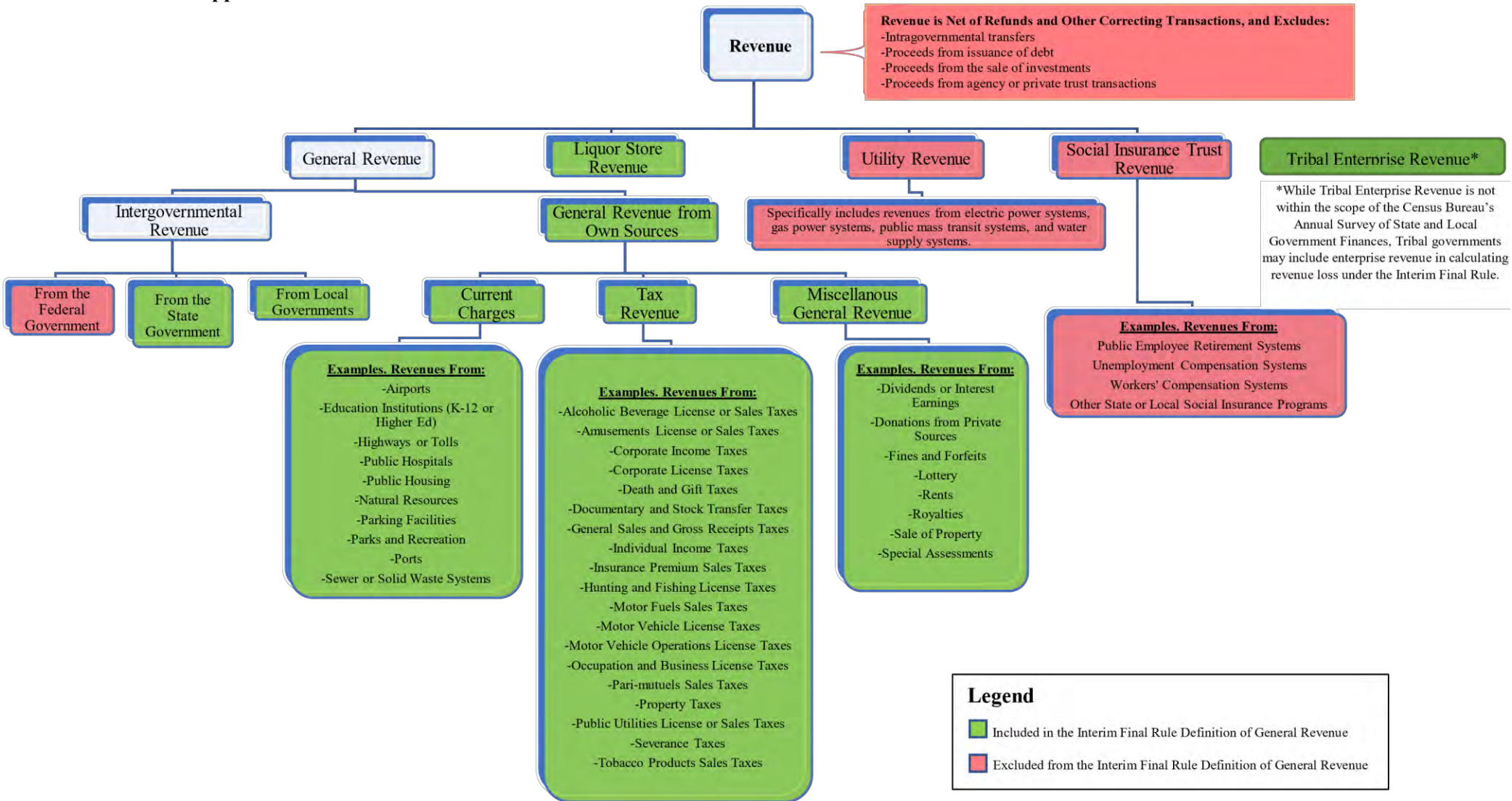
For more information on how to provide Treasury with notice of transfer to a state, please email SLRedirectFunds@treasury.gov.

12. Tribal Governments

12.1. Do Treasury's pandemic recovery program awards terms and conditions impose civil rights laws on Tribes?

The award terms and conditions for Treasury's pandemic recovery programs, including the CSFRF, do not impose antidiscrimination requirements on Tribal governments beyond what would otherwise apply under federal law. Treasury is amending its reporting requirements with respect to the CSFRF, Treasury's Emergency Rental Assistance Program, and Homeowner Assistance Fund to reflect this clarification.

Appendix: Interim Final Rule Definition of General Revenue Within the Census Bureau Classification Structure of Revenue



Source: [U.S. Bureau of the Census Government Finance and Employment Classification Manual, 2006](#); [Annual Survey of State and Local Government Finances](#)

EXHIBIT G

American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the “Division”) and Miami Springs, City of (the “Non-Entitlement Unit” or “Recipient”).

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act (“ARPA”), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic (“Fiscal Recovery Funds”); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury (“Treasury” or “Secretary”) released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,³ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement (“Treasury Guidance”); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or

³ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 (“Federal Register”)

termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.

(3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$6,970,380.00**.

(4) USE OF FISCAL RECOVERY FUNDS

- a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement unit of local government of 50% of the total amount allocated to the non-entitlement unit.⁴ Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.
- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the nonentitlement unit of local government by December 31, 2024⁵, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such nonentitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.

⁴ "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

⁵ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
- i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁶
 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁷
 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁸
 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁹
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance’s definition of “essential work.”¹⁰ Examples of essential workers include, but are not limited to:
 1. Staff at nursing homes, hospitals, and home care settings;
 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 3. Janitors, truck drivers, transit staff, and warehouse workers
 4. Public health and safety staff;
 5. Childcare workers, educators, and other school staff; and
 6. Social service and human services staff.¹¹iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹² iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water,

⁶ See Federal Register, pg. 26790.

⁷ *Id.*

⁸ *Id.* at 26791 ⁷ *Id.* at 26791-26797

⁹ *Id.*

¹⁰ *Id.* at 26797

¹¹ *Id.*

¹² *Id.* at 26799

improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹³

- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” including the cost principles and restrictions on general provisions for selected items of cost.
- i. The following 2 CFR policy requirements apply to this assistance listing¹⁴:
- Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
- ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

¹³ *Id.* at 26802

¹⁴ As defined in 2 C.F.R. § 200.1

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.
- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative: William Alonso
Title: City Manager / Finance Director
Address: 201 Westward Dr
Miami Springs Fl 33175 Telephone: 305-805-5014
Email: alonsow@miamisprings-fl.gov

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:

- i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - ii. Authorized representative name, title, and email;
 - iii. Contact person name, title, phone, and email;
 - iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - vii. Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/generalrecords-schedules/>.

- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison
Street Tallahassee,
Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
- g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

- h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
- i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
- l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
- m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
- n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
- o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.
- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.

- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or 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.
 - ii. 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 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 Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. 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. 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.

(15) REQUIRED CONTRACTUAL PROVISIONS

- a. EQUAL OPPORTUNITY EMPLOYMENT

i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work,

or modification thereof, the following clause: "Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

"Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 12511387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

- Exhibit 1 Funding Sources
- Attachment A ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
- Attachment B Certification Regarding Lobbying
- Attachment C Program Statutes and Regulations
- Attachment D Statement of Assurances
- Attachment E Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient’s execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Miami Springs, City of

By:  William Alonso

Name and title: William Alonso, City Manager Date: 8/24/2021

FEIN : 596000374

DUNS : 020542932

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: **Kevin Guthrie, Director**

Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: [Florida Division of Emergency Management](#)

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF) Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: **\$6,970,380.00**

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, William Alonso _____, am the Authorized Agent of Miami Springs, City of (“Recipient”) and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida (“State”) for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient’s Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient’s proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local


government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or

d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By: William Alonso

Signature:  _____

Title: City Manager / Finance Director Date: 8/24/2021

[Remainder of page intentionally left blank].

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, William Alonso, certifies, to the best of his or her knowledge that:

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 an agency, a Member of Congress, an officer or 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 any officer or employee of any 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 Form to Report Lobbying,” in accordance with its instructions.
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 Recipients shall certify and disclose accordingly.

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 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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.

The Recipient, William Alonso, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: William Alonso

Signature:  _____

Title: City Manager / Finance Director Date: 8/24/2021

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

[Remainder of page intentionally left blank]

Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral

interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- recipients.

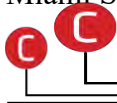
The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

William Alonso

8/24/2021

Miami Springs, City of



Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Miami Springs, City of

Address: 201 Westward Dr Miami Springs, Fl 33175

DUNS Number: 020542932

Taxpayer Identification Number: 596000374

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Miami Springs, City of

 William Alonso

Authorized Representative: William Alonso

Title: City Manager / Finance Director

Date signed: 8/24/2021

U.S. Department of the Treasury: Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

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Exhibit C – Rate/Fee Schedule



AGENDA MEMORANDUM

Meeting Date: June 13, 2022

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

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police

Subject: Community Policing Office Lease Extension

Recommendation: Recommendation by the Police Department that Council deem the Third Extension to the Lease Agreement with Westward Partners, LLC., exempt from competitive bidding procedures pursuant to Section 31-11(E)(6)(d) of the City Code and approve the Third Extension to the Lease with Westward Partners LLC, in the amount of \$23,400.00, which building rental qualifies for expenditure from the Police Law Enforcement Trust Fund.

Discussion/Analysis: Extension of original lease, from 10/01/22 to 09/30/23, for rent of \$1,950.00 per month, for space at 274 Westward Drive that includes approximately 1,016 square feet of office space and approximately 163 square feet of additional storage space, to provide effective community policing, which has a positive impact on reducing neighborhood crime, helping to reduce fear of crime and enhancing the quality of life in the community. It accomplishes these things by combining the efforts and resources of the police, local government and community members. The substation is a neutral location away from the main police station that enables the Miami Springs Police Department to effectively serve the needs of the community. See attached letter dated May 26, 2022 from Managing Partner, Charles R. DeLongchamp, Jr.

This expenditure and the program that it will fund will comply with the provisions of Florida State Statute 932.7055(5)(a).

Submission Date and Time: 6/6/2022 1:42 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: _____	Dept./ Desc.: <u>Law Enforcement Trust Funds-Buildings</u>
Prepared by: <u>Ariadna Quintana</u>	Procurement: _____	Account No.: <u>650-2011-521.44-01</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>20,940.00</u> (FY21/22)
		Current request: \$ <u>23,400.00</u>
		Total vendor amount: \$ <u>23,400.00</u>

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A THIRD EXTENSION OF THE LEASE AGREEMENT WITH WESTWARD PARTNERS, LLC FOR A POLICE DEPARTMENT SUBSTATION AT 274 WESTWARD DRIVE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (“City”) and Westward Partners, LLC (“Landlord”) entered into a Lease Agreement dated September 26, 2019 (“Lease”), for office and storage space at 274 Westward Drive to operate a police substation; and

WHEREAS, on August 10, 2020, the City Council adopted Resolution No. 2020-3866 approving an extension of the Lease for a one-year period from October 1, 2020 through September 30, 2021; and

WHEREAS, on June 14, 2021, the City Council adopted Resolution No. 2021-3916 approving a second extension of the Lease for a one-year period from October 1, 2021 through September 30, 2022; and

WHEREAS, the City and the Landlord desire to extend the term of the Lease for an additional one year period from October 1, 2022 through September 30, 2023, provide for increased rental payments, and additional terms, all as provided in the Third Extension to the Lease attached hereto as Exhibit “A” (the “Third Extension”); and

WHEREAS, the City Council desires to approve the Third Extension and authorize the City Manager and/or the City Chief of Police to execute the Third Extension pursuant to Section 31-11(E)(6)(d) of the City Code; and

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

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

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

Section 2. Approval. That the City Council hereby approves the Third Extension in substantially the form attached hereto as Exhibit "A" pursuant to Section 31-11(E)(6)(d) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager and/or the City Chief of Police to execute the Third Extension in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, content, and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution.

Section 4. Effective Date. That this Resolution shall become effective immediately upon its adoption.

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

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 13th day of June, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

May 26, 2022

Mr. William Alonso
City Manager
201 Westward Dr.
Miami Springs, FL 33166

RE: Lease 274 Westward Drive (CPO)

Dear Mr. Alonso:

I am pleased to offer you a one-year extension of the lease between the City of Miami Springs (Tenant) and the Westward Partners LLC (landlord) dated September 26, 2019. The term of this extension will be from October 1, 2022, to September 30, 2023. The monthly base rent will be \$1,950.00, an increase of \$205.00 or 11.7%. This increase recognizes the recent inflationary trends but is still considerably less than comparable market rents. The monthly charge for water/sewer will be \$35.00 and the charge for trash will also be \$35.00. The office's monthly electric bill will continue to be paid to the landlord based on usage as calculated by meter reading. All other terms and conditions of the lease will remain the same.

As a point of clarification, the police have two dedicated parking spaces in the rear of the building. This has been the case since inception in 2000. The 2019 lease failed to reconfirm this, but this extension will incorporate this into the terms.

Also, be advised that the neighboring space (270 Westward, formerly Pets Kingdom) has been leased and construction of tenant improvements should begin soon. As I mentioned to the CPO staff, part of the work is an improvement of the current separating wall on the east side of the CPO space. This will bring the wall up to current code and lessen the sound transfer between the two sides. This will mean that there may be a need for occasional access to the wall on the "CPO side". Every effort will be made to not interfere with the CPO work, and the contractor will be responsible for cleaning up to your satisfaction. Thank you for your understanding.

Please indicate your acceptance of the renewal terms by July 1, 2022, by signing below.

Sincerely,



Charles R. Delongchamp, Jr.
Managing Partner
Westward Partners LLC

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA PROVIDING FOR THE THIRD AMENDMENT TO THE FISCAL YEAR 2021-22 GENERAL FUND, SPECIAL REVENUE FUNDS AND CAPITAL PROJECTS FUND BUDGETS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) Charter prohibits any City department from incurring expenditures in excess of the department’s approved budget; and

WHEREAS, on September 27, 2021, the City Council adopted Resolution No. 2021-3940 adopting the City’s fiscal year 2021-2022 Budget (the “Budget”), which Budget has been amended throughout the fiscal year; and

WHEREAS, the Finance Department recommends amending the Budget to record the following General Fund expenditures and receipts: \$43,500 for repairs to the Community Center gym floor; \$28,670 for the EAR update required by the State; \$9,979 for police laptops through an FDLE grant; \$97,397 for a new playground at Regan Park; \$250,933 in the Capital Projects Fund for the golf course renovation project; and \$12,861 in the Senior Center Special Revenue Fund for acoustic panels; and

WHEREAS, Section 166.241(7), Florida Statutes authorizes the governing body of a municipality to amend the Budget at any time within a fiscal year; and

WHEREAS, the City Council has determined that the budget increases, recordations, and appropriations as provided in Exhibit “A” attached hereto and incorporated herein are both proper and appropriate, in accordance with general accepted municipal accounting principles, and should be approved as being in the best interest and welfare of the residents of the City.

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

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

Section 2. Third Amendment to Fiscal Year 2021-2022 Budget. That the City Council hereby authorizes and approves the amended budgetary appropriations as

described in this Resolution and reflected on Exhibit "A" attached hereto and incorporated herein.

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

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

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 13th day of June, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

EXHIBIT A
THIRD AMENDMENT TO FISCAL YEAR 2021-2022 BUDGET

EXHIBIT "A"

**City of Miami Springs
FY 2021-22 Budget Amendment
All Operating Funds**

Fund/Classification	Adopted Budget	Amendment No. 3	Ref	Amended Budget
General Fund				
Revenues				
Taxes	\$9,210,406			\$9,210,406
Excise Taxes	2,739,000			2,739,000
Licenses & Permits	199,000			199,000
Intergovernmental Revenues	2,255,407			2,255,407
Charges for Services	3,144,350			3,144,350
Fines & Forfeitures	756,817			756,817
Miscellaneous	388,711	9,979	3	398,690
Proceeds from debt	105,000			105,000
Transfers from other funds	721,002			721,002
Fund Balance	379,121	\$72,170	1,2	451,291
Total General Fund	\$19,732,814	\$82,149		\$19,980,963
Expenditures				
City Council	171,856			171,856
City Manager	440,256			440,256
City Clerk	334,254			334,254
City Attorney	224,722			224,722
Human Resources	314,030			314,030
Finance-Administration	772,797			772,797
Finance-Professional Services	0			0
Information Technology	407,207			407,207
Planning	94,180	\$28,670	2	122,850
Police	8,043,422	9,979	3	8,053,401
Code Enforcement	262,086			262,086
Public Works	2,250,440			2,250,440
Recreation & Culture	2,735,948	140,897	1,6	2,876,845
Golf Operations	2,225,622		0	2,225,622
Transfers to other funds	1,621,994			1,621,994
Budgeted Increase to reserves	0			0
Total General Fund	19,732,814	179,546		20,078,360
Sanitation Operations	3,076,864	0		3,076,864
Stormwater Operations	408,634			408,634
Total Enterprise Funds	2,945,498	\$0		\$3,485,498
Special Revenue & Capital Projects				
Road & Transportation	628,868			\$628,868
Senior Center Operations	1,010,178	12,861	5	1,023,039
Capital Projects	234,593	250,933	4	485,526
Building Operations	1,120,689			1,120,689
Law Enforcement Trust	158,407			158,407
Total Special Revenue & Capital Projects Funds	3,152,734	\$263,794		\$3,416,528
Debt Service	1,684,256	\$0		\$1,684,256
Total Debt Service	1,684,256			\$1,684,256
GRAND TOTAL ALL FUNDS	\$27,515,302	\$443,340		\$28,664,642

Legend:

- 1) Council approved on 3/14/22 \$43,500 for repairs of gym floor
- 2) Budget \$28,670 for EAR update by Corradino Group.
- 3) Record FDLE grant to police for new laptops \$9,979
- 4) \$250,933 Golf renovation project approved by Council 5/9/22
- 5) \$12,861 Acoustic panels approved by Council 5/9/22
- 6) \$97,397 for a new playground at Regan Park approved by Council 5/23/22



CITY OF MIAMI SPRINGS
201 Westward Drive
Miami Springs, FL 33166
(O) 305.805.5011
(C) 786-219-6883
(E) alonsow@miamisprings-fl.gov

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Please save a tree. Don't print this e-mail unless it's really necessary.

From: Iglesias, Daniel [mailto:Daniel.Iglesias@dot.state.fl.us]

Sent: Tuesday, May 31, 2022 4:54 PM

To: William Alonso <alonsow@miamisprings-fl.gov>

Cc: Miller, Stacy <Stacy.Miller@dot.state.fl.us>; Yee Fong, Shereen <Shereen.YeeFong@dot.state.fl.us>

Subject: RE: Advance Notification for ETDM Project #14472 SR 953/NW 42 Avenue with SR 948/NW 36 Street and SR 25/US 27/Okeechobee Road (Iron Triangle) - Project Sponsor: FDOT District 6

Good afternoon William,

Hope all is well. Thank you for your email regarding the Iron Triangle Study. As we previously indicated to the City, the next step in the FDOT project delivery process is the Project Development and Environment (PD&E) Study. Please note that the PD&E phase has not started yet and is currently scheduled to begin in May 2023. Once we have the PD&E consultant on board we will begin our public engagement which will include meetings with the City. City staff will receive a Project Kickoff meeting invitation soon after the PD&E phase starts.

The email you received was generated by the ETDM (Efficient Transportation Decision Tool), which is a pre-PD&E screening tool that screens projects and notifies stakeholders, regulatory State and Federal Agencies, Tribes, and local governments and municipalities like the City of Miami Springs. There are typically no public meetings during the ETDM Screening process, however the City can submit comments through the public access site. In addition, the EDTM Screening serves as the advance notification of an upcoming project in accordance with State and Federal Law. Comments received during this screening are used to develop the scope for the PD&E project, and to determine potential environmental issues or impacts which include, natural, cultural, socio-economic, human and physical.

Please feel free to reach out to Shereen Yee Fong, from our Planning and Environmental Management Office if you need more information.

Regards,

Daniel Iglesias, P.E.
Director of Transportation Development



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111th Avenue
Miami, FL 33172-5800

JARED W. PERDUE, P.E.
SECRETARY

May 27, 2022

Mr. Chris Stahl, Clearinghouse Coordinator
State Clearinghouse Project Review
Office of Intergovernmental Programs
Department of Environmental Protection
3900 Commonwealth Boulevard, Mail Station 47
Tallahassee, FL 32399

SUBJECT: Advance Notification
SR 953/NW 42 Avenue with SR 948/NW 36 Street and SR 25/US 27/Okeechobee Road
(Iron Triangle)
ETDM Number: 14472
Federal Aid Project Number: TBD
Work Program Item Segment Number: 438521-1-22-01
Miami-Dade County, Florida

Dear Mr. Stahl:

This Advance Notification (AN) Package is being sent to your office for distribution to state agencies that conduct federal consistency reviews (consistency reviewers) in accordance with the Coastal Zone Management Act and Presidential Executive Order 12372. Although we will request specific comments during the permitting process, we are asking that consistency reviewers examine the attached information and provide us with their comments.

Consistency reviewers have forty-five (45) days from the Programming Screen Notification to provide their comments. Once you have received their comments, please submit a consistency determination for the State of Florida within sixty (60) days of the Programming Screen Notification. If you need more review time, please send a written request for an extension to our office within the initial sixty (60)-day comment period.

This is a federal action. The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the Florida Department of Transportation (FDOT) pursuant to 23 United States Code (U.S.C.) §327 and a Memorandum of Understanding dated December 14, 2016 and executed by the Federal Highway Administration and FDOT. FDOT will determine what type of environmental documentation will be necessary. The determination will be based upon in-house environmental evaluations and comments received through coordination with other agencies. Please provide a consistency review for this project in accordance with the State's Coastal Zone Management Program.

Mr. Chris Stahl
Page 2 of 2
May 27, 2022

In addition, please review this project's consistency, to the maximum extent feasible, with the requirements of Chapter 163 of the Florida Statutes.

The project is currently under review through the Environmental Screening Tool (EST) as part of the Efficient Transportation Decision Making (ETDM) Programming Screen phase. The project is listed as #14472 SR 953/NW 42 Avenue with SR 948/NW 36 Street and SR 25/US 27/Okeechobee Road (Iron Triangle) [Miami-Dade County].

The Environmental Technical Advisory Team (ETAT) members may review this project on the ETDM website. Non-ETAT agencies may review this project on the public access website located at: <http://etdmpub.fl.a-etat.org/>.

Your comments should be submitted via the EST if you are an ETAT representative or emailed or mailed to the District contact below:

Mr. Dat Huynh, P.E., CPM
District Planning & Environmental Administrator
Planning & Environmental Management Office
Florida Department of Transportation – District Six
Adam Leigh Cann Building
1000 NW 111th Avenue, Room 6111A
Miami, Florida 33172
dat.huynh@dot.state.fl.us

Sincerely,

DocuSigned by:


061148481F8E45E

Dat Huynh, P.E., CPM
District Planning & Environmental Administrator

cc: Curlene Thomas, FDOT District Six
Kenneth Jeffries, FDOT District Six
Steven Craig James, FDOT District Six
Nicholas Danu, FDOT District Six
Keira Leon, FDOT District Six
Advance Notification Transmittal List

Attachments: Advance Notification Package

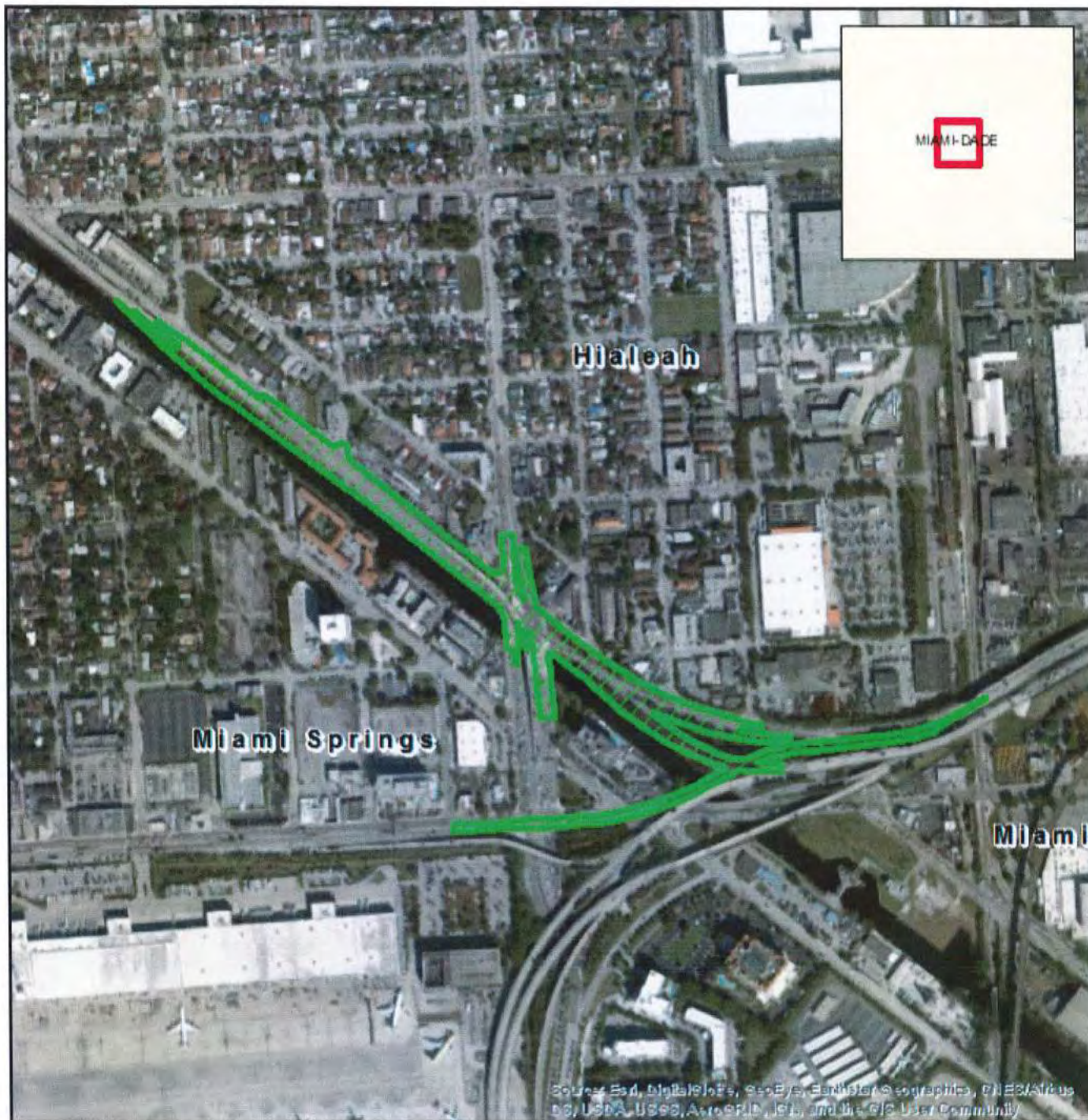
Advance Notification Package

Project #14472 - SR 953/NW 42 Avenue with SR 948/NW 36 Street and SR 25/US 27/Okeechobee Road (Iron Triangle)
Programming Screen - Published on 05/27/2022
Printed on: 5/27/2022

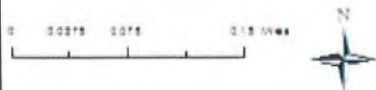
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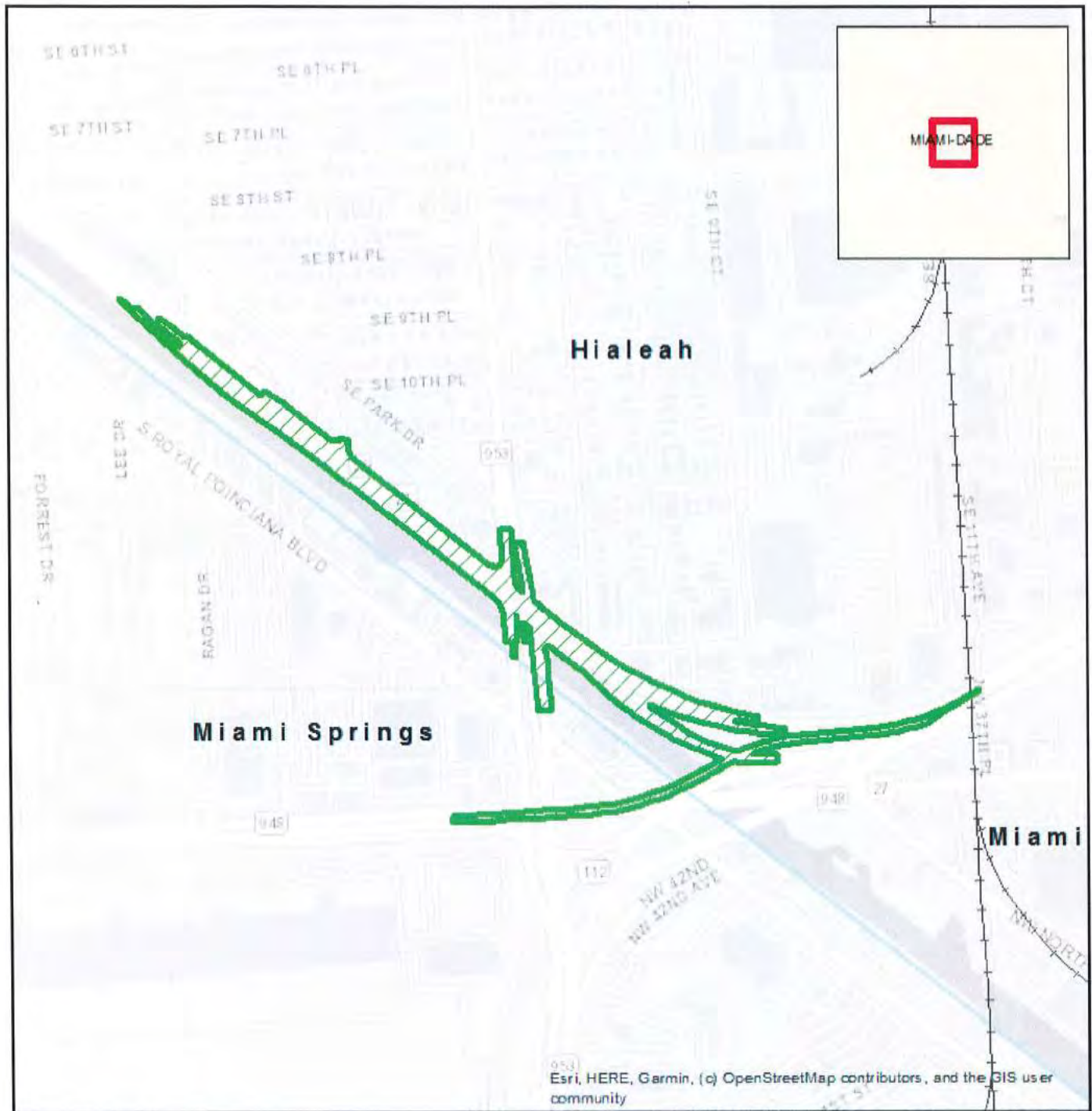
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I. Location Maps



Project Aerial Map

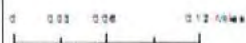




Project Base Map

- ETDM Alternative Point
- Begin
- End
- ETDM Alternative Segment
- ▨ ETDM Alternative Poly
- Managed Conservation Lands
- Water Body
- Water Body
- Swamp/Marsh
- Census Places
- Railroad
- River, Stream or Canal

Data Sources:
 US Geological Survey
 US Census Bureau
 Florida Natural Areas Inventory



II. Fact Sheet

The Florida Department of Transportation may adopt this planning product into the environmental review process, pursuant to Title 23 U.S.C. § 168(d) or the state project development process.

Disclaimer

DISCLAIMER: The Fact Sheet data consists of the most up-to-date information available at the time the Advance Notification Package is published. Updates to this information may be found on the ETDM website at <http://etdmpub.fl.a-eetat.org>

Special Note: Please be aware of the selected Milestone date when viewing project data on the ETDM website. Snapshots of project and analysis data have been taken for Project # 14472 at various points throughout the project's life-cycle. On the website these **Project Milestone Dates** are listed in the the project header immediately after the project contact information. Click on any of the dates listed to view the information available on that date.

Overview

#14472 SR 953/NW 42 Avenue with SR 948/NW 36 Street and SR 25/US 27/Okeechobee Road (Iron Triangle)

District: District 6

County: Miami-Dade

Planning Organization: FDOT District 6

Plan ID: Not Available

Federal Involvement: FHWA Funding Other Federal Permit

Contact Information: Dat Huynh (305) 470-5201 Dat.Huynh@dot.state.fl.us

Snapshot Data From: Current Draft Data

Phase: Programming Screen

From:

To:

Financial Management No.: 438521-1-22-01

a. Purpose and Need

The purpose of this project is to address operational deficiencies and improve capacity, relieve existing congestion and accommodate projected transportation demand within the Iron Triangle interchange area, specifically as it relates to State Road (SR) 953/NW 42nd Avenue, SR 948/NW 36th Street and SR 25/US 27/Okeechobee Road. Other goals of the project include improving safety conditions and enhancing modal interrelationships. The need for the project is based on the following criteria:

CAPACITY/TRANSPORTATION DEMAND: Improve Traffic Operations/Capacity, Alleviate Existing Congestion, and Accommodate Projected Transportation Demand

The Iron Triangle interchange features several roadway segments operating under substandard traffic conditions characterized by heavy congestion during both the morning and evening peak periods. According to the *Iron Triangle Urban Interchange Mobility Planning Study Design Traffic Memorandum*, traffic operations on several of the study area intersections are expected to operate at level of service (LOS) F in 2025 including SR 948/NW 36th Street at SR 953/NW 42nd Avenue and SR 948/NW 36th Street at River Drive. In addition, the Southeast Florida Regional Planning Model (SERPM) estimates that by 2040 the daily vehicle-hours traveled (VHT) would increase by 46% over the base year (2015) within the area of the Iron Triangle interchange. Meanwhile, the average speed within the interchange area is expected to be reduced by 40%. This degradation will be even more pronounced during the morning and afternoon peak periods.

Based on analysis of the year 2045 traffic microsimulation and analysis conducted in the *Iron Triangle Urban Interchange Mobility Planning Study Conceptual Improvement Plan Report (Attachment 2* in the EST), the proposed project improvements are anticipated to reduce congestion in a number of locations throughout the study area. In 2045, under the No Build condition, westbound SR 112/Airport Expressway between east of the SR 25/US 27/Okeechobee Road off-ramp and the SR 948/NW 36th Street off-ramp is anticipated to operate at an LOS F. The proposed project improvements are anticipated to allow for higher speeds, lower densities, and considerably more traffic volume to be processed along SR 112/Airport Expressway, improving the LOS for the previously noted segments. The proposed improvements are also expected to reduce the total network-wide delay, increase the average travel speed and reduce intersection delay at the SR 25/US 27/Okeechobee Road at SR 953/NW 42nd Avenue intersection.

SAFETY: Improve Safety Conditions

Safety at the interchange is a major concern. According to the *Iron Triangle Urban Interchange Mobility Planning Study Conceptual Improvement Plan Report*, six locations within the study area are included in FDOT's High Crash Locations (HCL) list. Within the study area, more than 2,300 crashes were recorded on the FDOT-maintained roadways during the 2011-2015 period, with rear-end collisions accounting for approximately 41% of the total; rear-end crashes are indicative of congested conditions.

Traffic queues along the westbound SR 948/NW 36th Street off-ramp currently spill back onto the westbound SR 112/Airport Expressway mainline. The proposed project improvements are anticipated to minimize the ramp queues, reducing mainline congestion and vehicle conflicts as well as the potential for rear-end collisions, which was identified as the predominate crash type along SR 112/Airport Expressway within the study area.

Along the project segments of SR 25/US 27/Okeechobee Road, the predominate crash type occurring is rear-end collisions, which is attributed to the congestion currently experienced on this facility. Additionally, the intersection of SR 953/NW 42nd Avenue and SR 25/US 27/Okeechobee Road is included on FDOT's 2015 HCL list. The proposed project improvements are anticipated to reduce the number of vehicular conflict points at the intersection, which would result in a reduction in the number of crashes. The proposed project improvements are additionally anticipated to reduce the number of pedestrian-vehicle conflicts for pedestrians crossing SR 25/US 27/Okeechobee Road, improving the safety of the corridor for pedestrians.

MODAL INTERRELATIONSHIPS: Enhance Multimodal Activity

The proposed project will complement multiple modes of transportation. It is anticipated that this project will improve access to Miami International Airport (MIA), intercity passenger rail, long-distance bus and freight rail terminals, as well as result in improved pedestrian mobility within the study area.

- **Miami International Airport (MIA)** - SR 112/Airport Expressway is one of the main access points from the City of Miami to MIA, a SIS Airport and one of the largest airports by passenger volume in Florida. The Miami-Dade County Board of County Commissioners recently adopted a new capital improvement program for MIA to fund up to \$5 billion in airport-wide modernization projects over the next five to 15 years. It is anticipated this would pave the way for future growth in passenger and cargo traffic at MIA which is projected to reach 77 million travelers and more than four million tons of freight by the year 2040. The Iron Triangle improvements will reduce congestion on the mainline of SR 112/Airport Expressway and improve access to the airport compatible with MIA future expansion plans and projected future passenger volumes.
- **Intercity and Long-Distance Transit Access** -Within the project area are several intercity or long-distance transit amenities such as the Miami Airport TriRail Station (a SIS urban fixed guideway hub serving the commuter rail network), the Miami Greyhound/Miami Intermodal Center (a SIS passenger terminal serving Metrorail, Tri-Rail, Amtrak, and Miami-Dade Transit bus services; a rental car center; the MIA Mover (an automated airport people mover connecting the MIA to the intermodal center and rental car center); and Tri-Rail Hialeah Market Station. The project improvements would address congestion in the area and make it easier to access these important resources.
- **Freight Movement** - The interchange also connects to many freight corridors crucial to the movement of freight from MIA and the Florida East-Coast Railway Hialeah Yard. Currently, efficient access to these intermodal facilities is impeded by the traffic congestion occurring within the interchange.
- **Pedestrian Accommodations** -Proposed short-term improvements associated with the project include filling sidewalk gaps south of the interchange along SR 953/NW 42nd Avenue and other local roads in order to complete the pedestrian network. In addition, both proposed alternative concepts identified in the Planning Study improve pedestrian safety at the project intersections by reducing potential vehicle/pedestrian conflicts.

PROJECT STATUS

The project is included in the FDOT FY 2022 - 2026 State Transportation Improvement Program (STIP) with \$947,908 programmed for the Planning phase prior to 2022, Miami-Dade Transportation Planning Organization (TPO) FY 2021/2022 - 2025/2026 Transportation Improvement Program (TIP) with \$948,000 programmed for the Planning phase prior to 2022 and \$2.2 million programmed for the PD&E phase in 2025-2026, and the Miami-Dade TPO 2045 Long Range Transportation Plan (LRTP) as a Priority III project in Table 7-3 FDOT Other Roads Projects with \$6.138 million for PE/PD&E and \$27.9 million for Construction in 2031-2035. The project is not included in the FDOT Fiscal Year (FY) 2022 - 2027 Tentative Work Program but will be included in the next update cycle. As the project advances into the PD&E phase, FDOT District Six will coordinate with the Miami-Dade TPO, Miami-Dade County, and the FDOT Office of Environmental Management to ensure that funding is consistently identified for future project phases in the TIP, LRTP, and STIP.

b. Project Description

This roadway project involves operational and geometric improvements including potential grade separation at the Iron Triangle interchange in central Miami-Dade County. The Iron Triangle is an urban interchange primarily comprised of State Road (SR) 953/NW 42nd Avenue which intersects SR 948/NW 36th Street and SR 25/US 27/Okeechobee Road. The interchange also features SR 112/Airport Expressway, which is one of the principal access-controlled highways providing access to/from Miami International Airport (MIA) and connects to other important transportation facilities and destinations such as Interstate 95 (I-95) and Miami Beach.

The study area limits include the area between East Drive on the west, NW 25th Street on the south, NW 37th Avenue on the east and SE 8th Street on the north, for a total project length of 3.583 miles. SR 112/Airport Expressway terminates at SR 953/NW 42nd Avenue in the southern portion of the project study area. Other roadways within the project area include NW North River Drive, NW South River Drive, and S Royal Poinciana Boulevard. Spanning four jurisdictional boundaries, the Iron Triangle study area includes the City of Hialeah, City of Miami Springs, Unincorporated Miami-Dade County, and a small portion of the City of Miami. In addition, the ramps of the Iron Triangle interchange cross over the Miami Canal (C-6).

Within the Iron Triangle project study area, SR 112/Airport Expressway is part of Florida's Strategic Intermodal System (SIS) highway network and provides access to Miami International Airport (a SIS Airport), Miami Greyhound/Miami Intermodal Center (MIC) (a SIS Passenger Terminal), and Miami Airport Tri-Rail Station (a SIS Urban Fixed Guideway Hub). These facilities provide regional access to employment centers and residential areas across the state and facilitate the movement of significant commuter, tourist, and freight traffic. SR 948/NW 36th Street, SR 112/Airport Expressway, and SR 25/US 27/Okeechobee Road are additionally part of the emergency evacuation route networks designated by the Florida Division of Emergency Management and Miami-Dade County and play critical roles in facilitating traffic during emergency evacuation periods within the region.

The improvements proposed as part of this project stem from the *Iron Triangle Urban Interchange Mobility Planning Study Final Report* conducted by the FDOT (**Attachment 1** in the EST). The objective of the study was to identify transportation needs and potential solutions within the Iron Triangle interchange area, specifically:

- Assess existing and future roadway and traffic conditions within the project area,
- Conduct public outreach with identified stakeholders to address their concerns in developing transportation improvements, and
- Evaluate short- and long-term transportation improvement alternatives and provide recommendations to advance into the Project Development and Environment (PD&E) Study and/or design phase.

The study identified and evaluated a series of design concepts which passed through multiple rounds of preliminary evaluation. The conceptual improvements that are anticipated to be further studied during the PD&E phase include several short-term pedestrian and intersection geometry changes as well two long-term grade separation projects including the following improvements:

- Extension of the westbound SR 112/Airport Expressway off-ramp to westbound SR 948/NW 36th Street touching down west of SR 953/NW 42nd Avenue in the SR 948/NW 36th Street median (Concept L1 Mod)
 - Extension of the existing one-lane off-ramp from westbound SR 112/Airport Expressway over the intersection of SR 948/NW 36th Street and SR 953/NW 42nd Avenue
 - The ramp connection is relocated along SR 948/NW 36th Street from the outside lane at Milepost (MP) 3.888 to the median at MP 3.627 near Coolidge Drive
- SR 25/US 27/Okeechobee Road overpass at SR 953/NW 42nd Avenue (Concept L3)
 - Elevation of the eastbound and westbound through movements along SR 25/US 27/Okeechobee Road over the intersection with SR 953/NW 42nd Avenue
 - Westbound SR 25/US 27/Okeechobee Road is elevated from SE 9th Court to west of SE 7th Avenue. Two through lanes are being maintained in the westbound direction
 - Eastbound SR 25/US 27/Okeechobee Road is elevated from west of SE 6th Avenue to east of SE 9th Court. The number of eastbound through lanes are reduced from three to two lanes between SE 6th Avenue and SR 953/NW 42nd Avenue

Existing right-of-way is generally between 80 feet and 180 feet along (SR) 953/NW 42nd Avenue, between 100 feet and 120 feet along SR 948/NW 36th Street, between 90 feet and 100 feet along SR 25/US 27/Okeechobee Road, and between 180 feet and 300 feet along SR 112/Airport Expressway. Opportunities for geometric expansion along the corridor to address anticipated growth are constrained due to limited right-of-way. Right-of-way is expected to be required intermittently along the project corridors to accommodate the proposed improvements. However, specific right-of-way requirements will be determined during the PD&E Study.

c. Preliminary Environmental Discussion

i. Social and Economic

1. Social

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

This roadway project involves operational and geometric improvements including possible grade separation at the Iron Triangle interchange, an urban interchange primarily comprised of State Road (SR) 953/NW 42nd Avenue, SR 948/NW 36th Street, SR 25/US 27/Okeechobee Road, and SR 112/Airport Expressway in central Miami-Dade County. The project area is located within three U.S. Census Designated Places [Hialeah, Miami, and Miami Springs], one enterprise zone [Miami-Dade County (EZ-1301)], and one HUD empowerment zone [Miami/Dade County Empowerment Zone]. The project area primarily consists of retail/office and residential land followed by public/semi-public uses. Abutting the project are four brownfields, two of which border SR 948/NW 36th Street [Central Miami Area and Miami EZ Expansion Area] and two that align with SR 25/US 27/Okeechobee Road [City of Hialeah and Model City/Brownsville Area]. Community features within the 500-foot project buffer include one Development of Regional Impact (DRI) [Miami International Airport (ADA No: 1979-014)], one airport [Miami International Airport], three condominium associations [Eastern Waterway, Royal

Springs, and The Springs], one group care facility [Kiva], one school [Miami Regional University], one community center [The Arc of South Florida (also a social service facility)], one cultural center [Miami Springs Branch Library], segments of two fixed-guideway transit networks [Tri-county Commuter Rail (Tri-Rail) and the Metrorail Orange Line], one religious center [Sanando Las Naciones], one neighborhood park [Three Friends], one Office of Greenways and Trails (OGT) hiking trail priority/multiuse trail opportunity [Miami River Greenway (also a part of the Shared-Use Nonmotorized (SUN) Trail Network)], and cultural resources.

The Census Block Groups intersected by the 500-foot project buffer include approximately 9,901 people within 3,179 households. Demographic characteristics for both the 500-foot project buffer and Miami-Dade County are provided below:

Demographic Characteristic / 500-Foot Project Buffer / Miami-Dade County

White (Race) / 84.95% / 75.15%
African-American / 3.81% / 17.38%
Other (Race)* / 11.24% / 7.48%
Hispanic (Ethnic Group) / 93.02% / 68.49%
Minority / 95.65% / 86.81%
Under Age 18 / 18.12% / 20.49%
Age 65 and Over / 14.69% / 15.96%
Median Family Income / \$50,789 / \$57,871
Population Below Poverty Level / 15.44% / 17.09%
Households Below Poverty Level / 19.75% / 18.28%
Households with Public Assistance Income / 2.71% / 2.58%
Less Than 9th Grade Education / 15.53% / 9.78%
9th to 12th Grade Education, No Diploma / 8.46% / 8.78%
High School Graduate or Higher Education / 76.00% / 81.45%
Bachelor's Degree or Higher Education / 19.10% / 29.79%
Speaks English Less Than Very Well / 55.88% / 34.69%
Occupied Housing Units with No Vehicle / 8.18% / 10.33%

* Other includes Asian, American Indian, Native Hawaiian & Other Pacific Islander Alone, Some Other Race, & Two or More Races.

Compared to the demographic characteristics for Miami-Dade County, the 500-foot project buffer contains notably higher White and Hispanic population percentages, a notably lower African-American population percentage, higher percentages of Other Race and minority population percentages, lower percentages of individuals age 18 and under and age 65 and over, a lower median family income [\$7,082 less], a notably higher percentage of individuals with less than a 9th grade education, notably lower percentages of individuals with educational attainments of high school graduate or higher and bachelor's degree or higher and a lower percentage of occupied housing units with no vehicle available. Limited English Proficiency (LEP) accommodations will likely be required during public involvement efforts of the Project Development phase as 55.88% (5,200) of individuals within the census block groups containing the project corridor "speak English less than very well". While no further neighborhood division nor social isolation is expected to occur as a result of the project, access to proximate residences, businesses, and community features along the project corridors could temporarily be affected and/or modified as a result of project construction. Given the potential for additional grade-separation improvements, moderate involvement regarding social aspects of the surrounding community is anticipated. A Sociocultural Effects Evaluation and Public Involvement Plan will be included in the Project Development and Environment Study scoping recommendations.

2. Economic

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

SR 112/Airport Expressway is part of Florida's Strategic Intermodal System (SIS) highway network and provides access to Miami International Airport [a SIS Airport], Miami Greyhound/Miami Intermodal Center (MIC) [a SIS Passenger Terminal], and Miami Airport Tri-Rail Station [a SIS Urban Fixed Guideway Hub]. These facilities provide regional access to employment centers and residential areas across the state as well as facilitate the movement of significant commuter, visitor, and freight traffic. The interchange of SR 953/NW 42nd Avenue, SR 948/NW 36th Street, SR 25/US 27/Okeechobee Road, and SR 112/Airport Expressway, also known as the Iron Triangle, serves as the main distribution point for traffic moving through central Miami-Dade County, acting as the gateway to Miami International Airport, and providing access to residential, commercial, and public facilities. The interchange area is home to many businesses, some of which are among the major employers of Miami-Dade County, such as Miami International Airport, Casino Miami, and a number of hotels and industrial facilities. The project is located within three U.S. Census Designated Places [Hialeah, Miami, and Miami Springs], one enterprise zone [Miami-Dade County (EZ-1301)], and one HUD empowerment zone/enterprise community [Miami/Dade County Empowerment Zone]. Other economic related features identified within the 500-foot project buffer include one aviation transportation facility [Miami International Airport], which is also a Development of Regional Impact (DRI) [ADA No: 1979-014], and segments of two fixed-guideway transit networks [Tri-County Commuter Rail (Tri-Rail) and the Metrorail Orange Line]. Overall, the proposed project is expected to enhance the economic conditions of the area by 1) addressing the existing deficient capacity and operational conditions of the interchange, thereby supporting existing demand and future increased growth; 2) improving the SR 112/Airport Expressway SIS facility, thereby better facilitating the movement of local and regional freight as well as the connection to other SIS facilities; and 3) accommodating multimodal access/activity through the provision of improved sidewalks. It is important to note that due to the constrained nature of the corridor, additional right-of-way may be required. However, specific right-of-way requirements will be determined during the Project Development and Environment Study. In addition, access to proximate businesses along the corridor may also temporarily be affected and/or modified during project construction. For these reasons, economic impacts are anticipated to be minimal. A Sociocultural Effects Evaluation and Public Involvement Plan will be included in the Project Development and Environment Study scoping recommendations.

3. Land Use Changes

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

The project is located within the U.S. Census Designated Places of Hialeah, Miami, and Miami Springs, and is within close proximity to the Miami International Airport, a Development of Regional Impact (DRI) [ADA No: 1979-014]. The project area primarily consists of retail/office and residential lands, followed by public/semi-public uses. Abutting the project are four brownfields, two of which border SR 948/NW 36th Street [Central Miami Area and Miami EZ Expansion Area] and two that align SR 25/US 27/Okeechobee Road [City of Hialeah and Model City/Brownsville Area]. Other features located within the 500-foot project buffer include one enterprise zone [Miami-Dade County (EZ-1301)], one HUD empowerment zone/enterprise community [Miami-Dade County Empowerment Zone], one neighborhood park [Three Friends], one Office of Greenways and Trails (OGT) hiking trail priority/multiuse trail opportunity [Miami River Greenway (also a part of the

Shared-Use Nonmotorized (SUN) Trail Network)], and cultural resources. According to the Miami-Dade County Future Land Use Map, the area will continue to support the noted land uses at existing or higher densities. For these reasons, minimal impacts or changes to proximate land uses are anticipated as a result of the project. A Sociocultural Effects Evaluation and Public Involvement Plan will be included in the Project Development and Environment Study scoping recommendations.

4. Mobility

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

Within the project area, SR 112/Airport Expressway is part of Florida's Strategic Intermodal System (SIS) highway network and provides access to Miami International Airport [a SIS Airport], Miami Greyhound/Miami Intermodal Center (MIC) [a SIS Passenger Terminal], and Miami Airport Tri-Rail Station [a SIS Urban Fixed Guideway Hub]. These facilities provide regional access to employment centers and residential areas across the state and facilitate the movement of significant commuter, visitor, and freight traffic. SR 948/NW 36th Street, SR 112/Airport Expressway, and SR 25/US 27/Okeechobee Road are additionally part of the emergency evacuation route networks designated by the Florida Division of Emergency Management and Miami-Dade County and play critical roles in facilitating traffic during emergency evacuation periods within the region. Mobility related resources identified within the 500-foot project buffer include one airport [Miami International Airport], segments of two fixed-guideway transit networks [Tri-County Commuter Rail (Tri-Rail) and the Metrorail Orange Line], nine bus routes [Routes 36, 37, 42, 95 Golden Glades Express, 110, 132, 150, 297, and Miami Springs Free-Bee Service], one Office of Greenways and Trails (OGT) hiking trail priority/multiuse trail opportunity [Miami River Greenway (also a part of the Shared-Use Nonmotorized (SUN) Trail Network)], and 1,426.28 feet of railroad [mainline and spur]. While sidewalks are currently present along one side of SR 948/NW 36th Street and SR 25/US 27/Okeechobee Road, sidewalks are discontinuous along SR 953/NW 42nd Avenue south of the interchange, creating a break in the pedestrian network. Improved pedestrian facilities along this section of the corridor have been considered as part of an earlier phase of this project during the Planning Study conducted by FDOT. The project will also address existing safety concerns by adding new grade separation, thereby reducing the number of vehicular conflict points and improving emergency response times. Overall, the proposed project is expected to enhance mobility in the area by 1) addressing the existing deficient capacity and operational conditions of the interchange, thereby supporting existing demand and future increased growth; 2) improving the SR 112/Airport Expressway SIS facility, thereby better facilitating the movement of local and regional freight as well as the connection to other SIS facilities; and 3) accommodating multimodal access/activity through the provision of improved sidewalks. A Sociocultural Effects Evaluation, Public Involvement Plan and potentially an Interchange Access Request (IAR) will be included in the Project Development and Environment Study scoping recommendations.

5. Aesthetic Effects

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

The project area primarily consists of retail/office and residential lands, followed by public/semi-public uses. The residential uses that are present are predominantly located north of SR 25/US 27/Okeechobee Road. According to the Miami-Dade County Future Land Use Map, the area will continue to support the noted land uses at existing or higher densities. Specific community features associated with aesthetics that occur within the 500-foot project buffer include three condominium associations [Eastern Waterway, Royal Springs, and The Springs], one group care facility [Kiva], one neighborhood park [Three Friends], one Office of Greenways and Trails (OGT) hiking trail priority/multiuse trail opportunity [Miami River Greenway (also a part of the Shared-Use Nonmotorized (SUN) Trail Network)], and cultural resources. No designated Florida Scenic Highways are in the project vicinity. The project may include landscaping and enhanced pedestrian facilities, contributing to the overall appeal of the corridors for pedestrians. However, due to grade separation improvements being considered within the interchange area, views from/of the surrounding area could potentially be affected. For these reasons, the project is anticipated to have moderate impacts on the aesthetics of the project area. Context sensitive solutions will be considered to ensure that the project matches local aesthetics and accounts for the community's input on design preferences. A Sociocultural Effects Evaluation and Public Involvement Plan will be included in the Project Development and Environment Study scoping recommendations.

6. Relocation Potential

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

The project area primarily consists of retail/office and residential lands, followed by public/semi-public uses. The residential uses that are present are predominantly located north of SR 25/US 27/Okeechobee Road. Although most residences and businesses present within the project area are set back from the roadway, some structures directly abut existing sidewalks, especially along SR 948/NW 36th Street and SR 25/US 27/Okeechobee Road. Existing right-of-way is generally between 80 feet and 180 feet along (SR) 953/NW 42nd Avenue, between 100 feet and 120 feet along SR 948/NW 36th Street, between 90 feet and 100 feet along SR 25/US 27/Okeechobee Road, and between 180 feet and 300 feet along SR 112/Airport Expressway. Opportunities for geometric expansion along the corridor are constrained due to limited right-of-way. Therefore, right-of-way is expected to be required intermittently along the project corridors to accommodate the proposed improvements. In addition, access to proximate residences and businesses may temporarily be affected and/or modified as a result of the project. Encroachment into surrounding parcels will be coordinated with the appropriate property owners and project improvements will be designed to minimize right-of-way acquisition to the greatest extent practicable. Specific right-of-way requirements will be determined during the Project Development and Environment Study. Based on the foregoing, moderate involvement regarding relocation potential is anticipated. A Sociocultural Effects Evaluation, Public Involvement Plan and Conceptual Stage Relocation Plan will be included in the Project Development and Environment Study scoping recommendations.

7. Farmlands

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

No agricultural land or soils classified as Farmlands of Unique Importance are reported within the 500-foot project buffer. In addition, the area surrounding the project corridor is urban in nature and has been developed. According to the Miami-Dade County Future Land Use Map, the area will continue to support the noted land uses at existing or higher densities. In addition, the project occurs within the Miami Urbanized Area. For these reasons, no further coordination with the Natural Resources Conservation Service (NRCS) is needed. Lands within the project vicinity do not meet the definition of farmland as defined in 7 CFR 658, and the provisions of the Farmland Protection Policy Act of 1981 do not apply because the entire project area is located in the Miami Urbanized Area with no designated farmlands adjacent to the project corridor. Based on the foregoing, no involvement regarding farmlands is anticipated as a result of the project.

ii. Cultural and Tribal

1. Section 4(f) Potential

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

Potentially protected Section 4(f) resources within the 500-foot project buffer include one neighborhood park [Three Friends] and one Office of Greenways and Trails (OGT) hiking trail priority/multiuse trail opportunity [Miami River Greenway (also part of the Shared-Use Nonmotorized (SUN) Trail Network)]. Based on a preliminary review of Florida Master Site File data, two resource groups [Miami Canal and CSX Railway] within the 500-foot project buffer have been evaluated by the State Historic Preservation Officer (SHPO) as eligible for inclusion on the National Register of Historic Places (NRHP). In addition, three historic standing structures within the 500-foot project buffer have not been previously evaluated for National Register eligibility and one has insufficient information for determination. Property appraiser data also suggests the potential for several unrecorded historic resources (structures built more than 50 years ago) within the project area which will need to be identified and evaluated for NRHP-eligibility if they are within the area of potential effect. Moderate involvement regarding Section 4(f) potential is anticipated due to potential impacts on 1) access to and enjoyment of the noted recreational features during project construction and 2) National Register eligible and potentially eligible cultural resources [recorded, unrecorded, or unknown] within the project area. During the Project Development phase, the FDOT District Six will determine the appropriate Section 4(f) documentation based on further assessment of potential impacts to protected Section 4(f) resources as more detailed project information becomes available.

2. Historic and Archaeological Sites

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

Based on a preliminary review of Florida Master Site File data, numerous surveys have been conducted within the project area between 1980 and 2019. Several previously recorded resources were identified within 500 feet of the project area, including two historic bridges [FDOT Bridge #870026 and FDOT Bridge #870238], 12 historic standing structures, and two resource groups [Miami Canal and CSX Railway]. Of these identified resources, both resource groups have been evaluated by the State Historic Preservation Officer (SHPO) as eligible for inclusion on the National Register of Historic Places (NRHP). Of the 12 identified historic standing structures within the 500-foot project buffer, three have not been

evaluated, and one contains insufficient information to make an eligibility determination; the remaining structures have been evaluated as ineligible for the NRHP. In addition, property appraiser data suggests the potential for several unrecorded historic resources within the project area which will need to be identified and evaluated for NRHP-eligibility if they are within the area of potential effect. Based on the presence of known NRHP-eligible resources and potential unrecorded resources within the project vicinity, moderate involvement regarding historic and archaeological sites is anticipated. A Cultural Resource Assessment Survey will be included in the Project Development and Environment Study scoping recommendations.

3. Recreational and Protected Lands

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

Recreational areas/features reported within the 500-foot project buffer include one neighborhood park [Three Friends] and one Office of Greenways and Trails (OGT) hiking trail priority/multiuse trail opportunity [Miami River Greenway (also part of the Shared-Use Nonmotorized (SUN) Trail Network)]. Additional recreational amenities within the 1,320-foot buffer include three additional neighborhood parks [Southeast Park, Ragan Park, and Charles B. Stafford Park] and one additional OGT hiking trail priority/multiuse trail opportunity [Perimeter Trail (part of the SUN Trail Network)]. There are no lands under the jurisdiction of the Acquisition and Restoration Council (ARC) present within the immediate project vicinity. The project is anticipated to include new or enhanced pedestrian facilities that are intended to address gaps in the sidewalk network, connect to planned recreational trails in the area, and facilitate mobility and the safe movement of pedestrians within the interchange area. While the project is expected to enhance access to recreational features in the area, minimal involvement regarding recreation areas and protected lands is anticipated given that there may be temporary impacts on access to and enjoyment of the noted amenities during project construction.

iii. Natural

1. Wetlands and Surface Waters

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

The National Wetlands Inventory database reports a total of 12.59 acres [8.14%] of riverine wetlands within the 500-foot project buffer; the wetlands are associated with the Miami River/Miami C-6 Canal and are not identified within the SFWMD wetlands database. Additionally, the project is within the SFWMD North/South Everglades and Northern Everglades and Estuaries Protection Program (NEEPP) Boundary for the Southern Everglades. Avoidance and minimization measures will be incorporated into the project's design, best management practices will be utilized during project activities, and compensatory mitigation will be provided for any adverse wetland impacts resulting from the proposed project improvements. Further, the proposed stormwater management system for the project will be developed to meet the design and performance criteria established in the SFWMD Environmental Resource Permit Applicant's Handbook Volumes I and II for the treatment and attenuation of discharges to nearby waterbodies. As such, stormwater runoff from the proposed project will be treated prior to offsite conveyance to prevent water quality impacts to nearby wetlands.

Additional right-of-way will likely be required to accommodate the proposed improvements as well as any new or enhanced stormwater management facilities. Given the limited acreage of wetlands proximate to the project, minimal involvement regarding wetland resources is anticipated. A Natural Resources Evaluation will be included in the Project Development and Environment Study scoping recommendations.

2. Water Resources

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

The project area spans the Miami River/Miami C-6 Canal, containing two Waters Not Attaining Standards [C-6/Miami Canal (WBID: 3290) and the C-6/Miami River (WBID: 3288)]. Both waterbodies are impaired for fecal coliform and the latter is also impaired for copper; are FDEP Flowing Water Resources; and are total maximum daily load (TMDL) waterbodies. It should be noted that waters of this canal are designated as retained by the USACE. Other water resources present within the 500-foot project buffer include three National Pollutant Discharge Elimination System (NPDES) stormwater permits [City of Hialeah (FLS000023), City of Miami Springs (FLS000003), and Miami-Dade County (FLS000003)], and two USEPA NPDES facilities [both for the NW 36th Street bridge over the C6 Canal]. Additionally, the project area is within the Biscayne Aquifer Sole Source Aquifer (SSA), a principal aquifer of the State of Florida that meets the FDEP adopted aquifer Minimum Flow Levels (MFLs), as well as an SSA within a recharge area of the Floridan aquifer. Stormwater runoff from the project roadways are currently collected by curb and gutter before offsite conveyance. The proposed stormwater management system associated with the project will be developed to meet the design and performance criteria established in the SFWMD Environmental Resource Permit Applicant's Handbook Volumes I and II for the treatment and attenuation of discharges to impaired waters; the design will make every effort to maximize the treatment of stormwater runoff from the proposed roadway improvements. A Storm Water Pollution Prevention Plan (SWPPP) will also be implemented to control the effects of stormwater runoff during construction. For these reasons, minimal involvement regarding water resources is anticipated. A Water Quality Impact Evaluation and Pond Siting Report will be included in the Project Development and Environment Study scoping recommendations.

3. Floodplains

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

According to the Digital Flood Insurance Rate Map (DFIRM) 100 Year Flood Zones data, 90.14 acres (100%) of the 500-foot project buffer occur within the 100-year floodplain [Flood Zone AE and AH]. Moderate involvement regarding floodplain resources is anticipated due to the extent of the 100-year floodplain reported within the project area and the potential issues associated with providing floodplain compensation. A Location Hydraulic Report will be included in the Project Development and Environment Study scoping recommendations.

4. Coastal Zone Consistency

Coastal Zone Consistency Determination is Required: **Yes**

Project is subject to a consistency review as required by **15 CFR 930**.

5. Protected Species and Habitat

For the official list of fish and wildlife designated by the state of Florida as Endangered, Threatened or Species of Special Concern, please refer to sections 68A-27.003, .0031 and 005 in *Rules Relating to Endangered or Threatened Species*, Chapter 68A-27, Florida Administrative Code, <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=68A-27>.

For general information on Florida imperiled species and species conservation programs, go to <https://myfwc.com/wildlifehabitats/wildlife/>

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

The 500-foot project buffer occurs within the South Florida (Lower East Coast) Ecosystem Management Area; U.S. Fish and Wildlife Service (FWS) Consultation Areas for the American crocodile, Florida bonneted bat [urban bat area], and snail kite; Occasional Range for the Florida black bear; Core Foraging Area for the wood stork; and is within the SFWMD North/South Everglades and Northern Everglades and Estuaries Protection Program (NEEPP) Boundary for the Southern Everglades. Per the Florida Natural Areas Inventory (FNAI) database, the gopher tortoise aphodius beetle, Miami chafer beetle, and tropical white-spotted long-horned beetle have the potential to occur within the project area. Additional sensitive features within the 500-foot project buffer include FWS critical habitat for the West Indian manatee; an FWC Manatee Protection Zone; and the Tamiami Canal, which contains rare and imperiled fish [mountain mullet and opossum pipefish]. Avoidance and minimization measures will be implemented for the noted species to the greatest extent practicable. Minimal involvement regarding protected species and habitat is anticipated due to the limited resources within the vicinity of the project and the urban nature of the project area. A Natural Resources Evaluation will be included in the Project Development and Environment Study scoping recommendations.

6. Coastal and Marine

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

The project is not within the vicinity of a coastal barrier resource or Habitat Areas of Particular Concern. However, Essential Fish Habitat for two species occur within the 500-foot project buffer [spiny lobster and snapper grouper] and are associated with the Miami River/C-6 Canal. Further, the project is located within a coastal county [Miami-Dade County]; as such, additional interagency coordination associated with the Coastal Zone Management Act (CZMA) noticing requirements is anticipated. The project (including the proposed stormwater management system) will be designed to meet state water quality and quantity requirements, avoidance and minimization measures will be utilized for the proposed project design, and best management practices will be adhered to during project construction to prevent water quality impacts (primarily siltation) to downstream estuarine habitats. For these reasons, minimal involvement regarding coastal and marine resources is anticipated. A Natural Resources Evaluation [encompassing an Essential Fish Habitat Assessment] will be included in the Project Development and Environment Study scoping recommendations.

iv. Physical

1. Noise

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

The project area primarily consists of retail/office and residential lands, followed by public/semi-public uses. The residential uses that are present are predominantly located north of SR 25/US 27/Okeechobee Road and include 45.12 acres (29.18%) of fixed single-family uses [two-five dwelling units per acre], 14.22 acres (9.19%) of multiple dwelling high rise units [three stories or more], and 3.72 acres (2.41%) of multiple dwelling low rise units [two stories or more]. Specific community features within the project vicinity that may be sensitive to noise and vibration effects include three condominium associations [Eastern Waterway, Royal Springs, and The Springs]; one group care facility [Kiva]; one community center [The Arc of South Florida]; one cultural center [Miami Springs Branch Library]; one religious center [Sanando Las Naciones]; one neighborhood park [Three Friends]; one Office of Greenways and Trails (OGT) hiking trail priority/multiuse trail opportunity [Miami River Greenway (also a part of the Shared-Use Nonmotorized (SUN) Trail Network)]; and cultural resources. In addition, there are four hotels located within the 500-foot project buffer [Holiday Inn Miami-International Airport, EB Hotel Miami, Palacio Inn Motel, and Executive Presidente Hotel], the first two of which have outdoor pool areas. There are no eye clinics, laser facilities, hospitals, healthcare facilities, or senior care facilities within close proximity to the project. Increased noise levels during construction and presumable noise level increases from higher traffic volumes as a result of improved operational conditions along the project roadways could have impacts on nearby residences, businesses, and community features. Although the number of noise sensitive sites in the project area is low, due to the type of sensitive noise receptors, the existing high noise levels from the current urbanized nature of the area as a major transportation node and proximity of the project to the airport, overall noise and vibration related impacts as a result of the project are anticipated to be moderate. A Noise Study Report will be included in the Project Development and Environment Study scoping recommendations.

2. Air Quality

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

The project is not located within a USEPA-designated Air Quality Maintenance Area or Non-Attainment Area for any of the six pollutants (ozone, carbon monoxide, sulfur dioxide, nitrogen dioxide, lead, and small particulate matter) specified by the USEPA in National Ambient Air Quality Standards; therefore, the Clean Air Act conformity requirements do not currently apply to the project. It should be noted that the 500-foot project buffer contains one USEPA regulated air emissions facility [Aerokool Aviation Corporation]. While minimal, localized impacts to air quality could occur as a result of fugitive dust and exhaust emissions generated from equipment during project construction, no permanent effects to air quality are anticipated.

3. Contamination

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

Potential sources of contamination reported within the 500-foot project buffer include four brownfields [two of which border SR 948/NW 36th Street (Central Miami Area and Miami EZ Expansion Area)] and two that align SR 25/US 27/Okeechobee Road [City of Hialeah and Model City/Brownsville Area]; eight hazardous waste facilities; 11 petroleum contamination monitoring sites; 14 storage tank contamination monitoring sites; 13 USEPA Resource Conservation and Recovery Act (RCRA) regulated facilities; three FDEP Environmental Restoration Integrated Cleanup (ERIC) sites; four State Underground Petroleum Environmental Response Act Program (SUPER Act) risk sources; and 10 DERM contaminated sites. It should be noted that some of the identified sources may overlap categories. Moderate involvement regarding contamination is anticipated given the number of sites and proximity of these sources to the project corridors as well as the potential presence of unreported sources of subsurface contamination. All identified sites will be investigated to determine their potential risk during the Project Development and Environment Study; proper mitigation will take place if medium to high risk sites are identified. A Contamination Screening Evaluation Report will be included in the Project Development and Environment Study scoping recommendations.

4. Infrastructure

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

The project area features a complex, multi-road interchange within a dense urban environment and is transected by numerous utilities. In addition, the eastern end of the project area intersects multiple rail lines that provide active freight and passenger service via CSX, Tri-Rail, and Metrorail. Infrastructure-related features reported within the 500-foot project buffer include seven active onsite sewage facilities, seven FDEP STORET Stations, four FDEP watershed information network (WIN) monitoring locations, 27 Federal Aviation Administration obstructions [poles, signs, transmission line tower, towers, and utility poles], one FM tower structure, 27 USEPA water quality data monitoring stations, four wireless antenna structure locations, 1,426.28 feet of railroad (mainline and spur), one grade-separated railroad crossing, and one at-grade level railroad crossing. A gas transmission pipeline runs west to east along SR 948/NW 36th Street and SR 112/Airport Expressway, crossing SR 112/Airport Expressway to the south at NW 37th Avenue. An electrical substation is located immediately north of SR 112/Airport Expressway along NW 38th Avenue, and multiple electrical transmission lines traverse the project area, especially on the south side of SR 948/NW 36th Street and along the north side of SR 25/US 27/Okeechobee Road. An additional power transmission line crosses SR 112/Airport Expressway at the eastern end of the project area. Streetlights, power lines, traffic lights and utility cabinet boxes are present throughout the project area. Due to the complex nature of the project area, potential conflicts with existing infrastructure and the possible need for utility relocations as a result of the project, moderate involvement regarding infrastructure-related features is anticipated. A Utility Assessment Package will be included in the Project Development and Environment Study scoping recommendations.

5. Navigation

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

The project crosses the Miami River/C6 Canal [WBID: 3290], a SFWMD maintained canal. While the Miami River is considered a navigable waterway approximately 1,000 feet downstream from the project area, the canal is not considered navigable within the 500-foot project buffer due to the presence of a downstream salinity control structure/tidal gate. For these reasons, no impacts to navigation are anticipated.

v. Special Designations

1. Special Designations: Outstanding Florida Waters

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

There are no Outstanding Florida Waters reported within the 500-foot project buffer; therefore, no involvement regarding these specially-designated resources is anticipated.

2. Special Designations: Aquatic Preserves

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

There are no Aquatic Preserves reported within the 500-foot project buffer; therefore, no involvement regarding these specially-designated resources is anticipated.

3. Special Designations: Wild and Scenic Rivers

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

There are no Wild and Scenic Rivers nor waters that are part of the Nationwide Rivers Inventory reported within the 500-foot project buffer; therefore, no involvement regarding these specially-designated resources is anticipated.

4. Special Designations: Sole Source Aquifers

Project PED Comments

Refer to Analysis Area PED Comments.

Analysis Area PED Comments

Analysis Area 1

There is one sole source aquifer [Biscayne Aquifer] located within the 500-foot project buffer. The project (including the proposed stormwater management system) will be designed to meet state water quality and quantity requirements, avoidance and minimization measures will be utilized for the proposed design, and best management practices will be adhered to during construction to prevent impacts to proximate sensitive waters. For these reasons, minimal involvement regarding this specially-designated resource is anticipated. A Water Quality Impact Evaluation and Sole Source Aquifer Checklist will be included in the Project Development and Environment Study scoping recommendations.

d. Anticipated Permits

Permit	Type	Comments	Assigned By	Date
SFWMD Right-of-Way Occupancy Permit	WMD		FDOT District 6	04/07/22
Individual or Standard	USACE		FDOT District 6	04/06/22
National Pollutant Discharge Eliminated System	FDEP		FDOT District 6	04/06/22
Environmental Resource Permit	Water		FDOT District 6	04/06/22

e. Anticipated Technical Studies

Technical Study Name	Type	Comments	Assigned By	Date
Location Hydraulics Report	Engineering		FDOT District 6	04/06/2022
Public Involvement Plan	Environmental		FDOT District 6	04/06/2022
Noise Study Report	Environmental		FDOT District 6	04/06/2022
Contamination Screening Evaluation Report	Environmental		FDOT District 6	04/06/2022
Conceptual Stage Relocation Plan	Environmental		FDOT District 6	04/06/2022
Section 4(f) Determination	Other	Appropriate Section 4(f) Form(s) will be determined as more detailed and finalized project information becomes available and further assessment of potential impacts to protected Section 4(f) resources takes place.	FDOT District 6	04/06/2022
Water Quality Impact Evaluation	Other		FDOT District 6	04/06/2022
Sociocultural Effects Evaluation	Other		FDOT District 6	04/06/2022
Cultural Resource Assessment Survey	Environmental		FDOT District 6	04/06/2022
Utility Assessment Package	Engineering		FDOT District 6	04/06/2022
Pond Siting Report	Engineering		FDOT District 6	04/06/2022
Sole Source Aquifer Letter	Environmental		FDOT District 6	04/06/2022
Natural Resources Evaluation (NRE)	Environmental	(including an Essential Fish Habitat Assessment)	FDOT District 6	04/06/2022
Interchange Access Request (IAR)	Engineering	(potentially)	FDOT District 6	04/07/2022

III. Form SF-424: Application for Federal Assistance

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="05-27-2022"/>	4. Applicant Identifier: <input type="text" value="438521-1-22-01"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Florida Department of Transportation"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="59-3024028"/>	* c. UEI: <input type="text" value="RFKGNHR7ZH37"/>	
d. Address:		
* Street1: <input type="text" value="605 Suwannee Street"/>	<input type="text"/>	
Street2: <input type="text"/>	<input type="text"/>	
* City: <input type="text" value="Tallahassee"/>	<input type="text"/>	
County/Parish: <input type="text"/>	<input type="text"/>	
* State: <input type="text" value="FL: Florida"/>	<input type="text"/>	
Province: <input type="text"/>	<input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	<input type="text"/>	
* Zip / Postal Code: <input type="text" value="32399-0450"/>	<input type="text"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Florida Dept of Transportation"/>	Division Name: <input type="text" value="Office of Design"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Dat"/>	
Middle Name: <input type="text"/>	<input type="text"/>	
* Last Name: <input type="text" value="Huynh"/>	<input type="text"/>	
Suffix: <input type="text" value="P.E., CSM"/>	<input type="text"/>	
Title: <input type="text" value="D6 Planning & Environmental Administrator"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="305-470-5201"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="dat.huynh@dot.state.fl.us"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

A: State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Transportation

11. Catalog of Federal Domestic Assistance Number:

20-205

CFDA Title:

Highway Planning and Construction

*** 12. Funding Opportunity Number:**

TBD

* Title:

TBD

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

SR 953/NW 42 Avenue with SR 948/NW 36 Street and SR 25/US 27/Okeechobee Road (Iron Triangle)
FM #438521-1-22-01

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="FL-2"/>	* b. Program/Project: <input type="text" value="FL-25"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input type="text" value="05/27/2022"/>	* b. End Date: <input type="text" value="05/27/2024"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="TBD"/>
* b. Applicant	<input type="text" value="TBD"/>
* c. State	<input type="text" value="TBD"/>
* d. Local	<input type="text" value="TBD"/>
* e. Other	<input type="text" value="TBD"/>
* f. Program Income	<input type="text" value="TBD"/>
* g. TOTAL	<input type="text" value="TBD"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input checked="" type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text" value="05/27/2022"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Dat"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Huynh"/>	
Suffix: <input type="text" value="P.E., CPM"/>	
* Title: <input type="text" value="D6 Planning & Environmental Administrator"/>	
* Telephone Number: <input type="text" value="305-470-5201"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="dat.huynh@dot.state.fl.us"/>	
* Signature of Authorized Representative: <input type="text" value="DocuSigned by: Dat Huynh"/>	* Date Signed: <input type="text" value="5/27/2022"/>

IV. Transmittal List

Official Transmittal List

	Organization	Name
1.	City of Hialeah	Acosta, Edward
2.	City of Hialeah	Bovo, Jr., Esteban
3.	City of Hialeah	Calvo, Bryan
4.	City of Hialeah	Fatjo, Marbelys
5.	City of Hialeah	Fuente, George
6.	City of Hialeah	Garcia-Roves, Jacqueline
7.	City of Hialeah	Guerra, Willians
8.	City of Hialeah	Perez, Monica
9.	City of Hialeah	Rodriguez, Luis
10.	City of Hialeah	Sanchez, Jose
11.	City of Hialeah	Tundidor, Jesus
12.	City of Hialeah	Zogby, Carl
13.	City of Miami	Brown, Kemarr
14.	City of Miami Commission	Diaz de la Portilla, Alex
15.	City of Miami Department of Fire-Rescue	Zahralban, Joseph F.
16.	City of Miami	Garcia-Pons, Cesar
17.	City of Miami	Hannon, Todd
18.	City of Miami	Hernandez, Barbie
19.	City of Miami	Noriega, Arthur
20.	City of Miami	Pernas, Anna
21.	City of Miami Police Department	Morales, Manuel
22.	City of Miami Springs	Alonso, William
23.	City of Miami Springs	Best, Robert A.
24.	City of Miami Springs	Bravo, Jacky
25.	City of Miami Springs	Fajet, Walter
26.	City of Miami Springs	Garaboa, Lazaro
27.	City of Miami Springs	Gonzalez, Erika
28.	City of Miami Springs	Guzman, Armando
29.	City of Miami Springs	Heid, Chris
30.	City of Miami Springs	Luna, Omar
31.	City of Miami Springs	Puente Mitchell, Maria
32.	City of Miami Springs	Vazquez, Victor
33.	City of Miami	Suarez, Francis X.
34.	FDEP - State 404 Program	DeAngelo, Jacquelyn
35.	FDOT District 6	Huynh, Dat
36.	FDOT District 6	James, Steven C.
37.	FDOT Office of Environmental Management	Bradley, Catherine
38.	FDOT Office of Environmental Management	Clark, Thu-Huong
39.	FDOT Office of Environmental Management	McDaniel, Mike
40.	FDOT Office of Environmental Management	McGilvray, Peter
41.	FDOT Office of Environmental Management	Pennington, Michael
42.	Federal Aviation Administration	Vernace, Bart
43.	Federal Emergency Management Agency	Director, Region IV Mitigation Division
44.	Federal Rail Administration	Director, Office of Public Engagement
45.	Federal Rail Administration	Regional Administrator, Region 3
46.	Federal Transit Administration	Taylor, Yvette

47.	FL Department of Agriculture and Consumer Services	Camposano, Brian
48.	FL Department of Agriculture and Consumer Services	Kiser, Mark
49.	FL Department of Economic Opportunity	Preston, Matt
50.	FL Department of Environmental Protection	Stahl, Chris
51.	FL Department of State	McManus, Alyssa
52.	FL Department of State	Rooney, Clete
53.	FL Department of State	Welch, Marcy
54.	FL Fish and Wildlife Conservation Commission	DiGruttolo, Laura
55.	FL Fish and Wildlife Conservation Commission	Ganey, Jessica
56.	FL Fish and Wildlife Conservation Commission	Gilbert, Terry
57.	FL Fish and Wildlife Conservation Commission	Hight, Jason
58.	FL Fish and Wildlife Conservation Commission	Irving, Robert
59.	FL House	Avila, Bryan
60.	FL House	Bush III, James
61.	FL Senate	Diaz, Jr., Manny
62.	FL Senate	Garcia, Ileana
63.	FL Senate	Pizzo, Jason W.
64.	Florida Inland Navigation District	Director, Executive
65.	Miami-Dade Board of County Commissioners	Diaz, Jose "Pepe"
66.	Miami-Dade Board of County Commissioners	Gilbert III, Oliver
67.	Miami-Dade Board of County Commissioners	Higgins, Eileen
68.	Miami-Dade Board of County Commissioners	Monestime, Jean
69.	Miami-Dade Board of County Commissioners	Sosa, Rebeca
70.	Miami-Dade County	Bell, Jerry
71.	Miami-Dade County	Cleckley, Eulois
72.	Miami-Dade County	Cody, Sarah
73.	Miami-Dade County	Coley, Roy
74.	Miami-Dade County	Cominsky, Alan
75.	Miami-Dade County	Cutie, Ralph
76.	Miami-Dade County	Fernandez, Michael
77.	Miami-Dade County	Gomez, Lourdes
78.	Miami-Dade County	Hefty, Lee
79.	Miami-Dade County	Kim, Inson
80.	Miami-Dade County	Kogon, Nathan
81.	Miami-Dade County	Levine Cava, Daniella
82.	Miami-Dade County	Liu, Michael
83.	Miami-Dade County	Marquez, Edward
84.	Miami-Dade County	Morales, Jimmy
85.	Miami-Dade County	Munoz, Alex
86.	Miami-Dade County	Nardi, Maria
87.	Miami-Dade County	Patterson, J.D.
88.	Miami-Dade County	Perez, George A.
89.	Miami-Dade County Public Schools	Dotres, Jose L.
90.	Miami-Dade County Public Schools	Fraga, Christi
91.	Miami-Dade County	Sandanasamy, Vinod
92.	Miami-Dade County School Board	Bendross-Mindingall, Dorothy
93.	Miami-Dade County School Board	Gallon III, Steve
94.	Miami-Dade County School Board	Hantman, Perla T.
95.	Miami-Dade County	Stillings, Noel
96.	Miami-Dade County	Webb, Hydi
97.	Miami-Dade Expressway Authority	Diaz, Mayra

98.	Miami-Dade Expressway Authority	Sosa, Albert
99.	Miami-Dade TPO	Boucle, Aileen
100.	Miami-Dade TPO	Chance, Paul
101.	Miami-Dade TPO	Fernandez, Wilson
102.	Miami-Dade TPO	Gaslonde, Jeannine
103.	Miami-Dade TPO	Rockwell, Elizabeth
104.	Miami-Dade TPO	Salim, Zainab
105.	Miami-Dade TPO	Taylor, Franchesca
106.	Miami-Dade TPO	Teresita Vilches, Maria
107.	Miami-Dade TPO	Villaamil, Vivian
108.	Miccosukee Tribe of Indians of Florida	**Donaldson, Kevin
109.	Muscogee (Creek) Nation	**Historic & Cultural Preservation Department
110.	National Marine Fisheries Service	Amendola, Kim
111.	National Marine Fisheries Service	Gregg, Kurtis
112.	National Park Service	Barnett, Anita
113.	Natural Resources Conservation Service	Giuliani, Isabelle
114.	Poarch Band of Creek Indians	**Haikey, Larry D.
115.	Seminole Nation of Oklahoma	**Yahola, Ben
116.	Seminole Tribe of Florida	Backhouse, Paul N.
117.	Seminole Tribe of Florida	Mueller, Bradley M.
118.	Seminole Tribe of Florida	Simon, Danielle A.
119.	South Florida Water Management District	Conmy, Barb
120.	South Florida Water Management District	Huffman, Jessica
121.	US Army Corps of Engineers	Beech, Veronica d.
122.	US Army Corps of Engineers	Dimitroff, Matt
123.	US Army Corps of Engineers	Gilbert, Michelle L.
124.	US Army Corps of Engineers	Kizlauskas, Andrew A.
125.	US Army Corps of Engineers	Turner, Randy
126.	US Coast Guard	Bridges, Marty
127.	US Coast Guard	Kowalczyk, Lisia
128.	US Coast Guard	Maris, Andi
129.	US Coast Guard	Overton, Randall D.
130.	US Coast Guard	Zercher, Jennifer
131.	US Department of Health and Human Services	National Center for Environmental Health Centers for Disease Control and Prevention
132.	US Department of Housing and Urban Development	Gonzalez Maldonado, Hector
133.	US Department of Housing and Urban Development	Quade, John
134.	US Department of Interior	Connelly, Kyle
135.	US Department of Interior	Massey, Gant
136.	US Department of Interior	Stewart, Heather
137.	US Department of Interior	Sumner, David M.
138.	US Environmental Protection Agency	Kajumba, Ntale
139.	US Environmental Protection Agency	Singh-White, Alya
140.	US Environmental Protection Agency	Somerville, Amanetta
141.	US Fish and Wildlife Service	Cantrell, Mark
142.	US Fish and Wildlife Service	Rivera, Jose
143.	US Fish and Wildlife Service	Wrublik, John
144.	US House	Diaz-Balart, Mario
145.	US House	Wilson, Frederica S,
146.	US Senate	Rubio, Marco
147.	US Senate	Scott, Rick

* Hardcopy recipient

** External email recipient

Approved _____ Mayor _____ Agenda Item No. _____
Veto _____
Override _____

ORDINANCE NO. _____

ORDINANCE RELATING TO THE RAPID TRANSIT SYSTEM-DEVELOPMENT ZONE IN THE INCORPORATED AND UNINCORPORATED AREAS; AMENDING CHAPTER 33C OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA (CODE); PROVIDING FOR EXPANSION OF THE RAPID TRANSIT ZONE TO INCLUDE ALL EXISTING METRORAIL CORRIDORS, THE EXISTING PALMETTO METRORAIL STATION, THE MIAMI INTERMODAL CENTER, THE SOUTH DADE BUSWAY, ALL PLANNED SMART PLAN CORRIDORS, AND CERTAIN COUNTY-OWNED AND PRIVATE PROPERTIES ADJACENT OR NEARBY THERETO; PROVIDING APPLICABILITY TO INCORPORATED AREAS; REVISING PERMITTED USES IN THE RAPID TRANSIT ZONE (RTZ) DISTRICT TO PERMIT ADDITIONAL RECREATIONAL AND SUPPORT FACILITY USES AND MICRO MOBILITY FACILITIES; CREATING PALMETTO STATION SUBZONE OF THE RTZ DISTRICT AND PROVIDING DEVELOPMENT STANDARDS AND PROCEDURES; CREATING SMART CORRIDOR SUBZONE OF THE RTZ DISTRICT AND PROVIDING USES, REGULATORY FRAMEWORK, SITE PLAN REVIEW STANDARDS, AND PROCEDURES FOR ZONING APPROVAL; CREATING STANDARD PROCEDURES SECTION TO CONSOLIDATE PROVISIONS THAT ARE COMMON TO ALL SUBZONES AND NON-METRORAIL DEVELOPMENT AREAS; REVISING DEFINITION OF WORKFORCE HOUSING UNIT AND REQUIRING WORKFORCE HOUSING UNITS UNDER CERTAIN CONDITIONS; AMENDING PROCEDURES FOR OTHER SUBZONES AND NON-METRORAIL DEVELOPMENT AREAS BASED ON NEW STANDARD PROCEDURES SECTION; REVISING GOVERNMENT CENTER SUBZONE DEVELOPMENT STANDARDS REGARDING SETBACKS; PROVIDING FOR ADMINISTRATIVE REVIEW OF TAKINGS AND VESTED RIGHTS CLAIMS BASED ON APPLICATION OF CHAPTER 33C; AMENDING SECTION 33-314; PROVIDING FOR COUNTY COMMISSION JURISDICTION OVER SMART CORRIDOR SUBZONE APPLICATIONS; MAKING TECHNICAL CHANGES; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, pursuant to the County’s power to carry on a central metropolitan government and to, among other things, provide for and operate rail and bus terminals and public transportation systems and prepare and enforce comprehensive plans for the development of the County, and in furtherance of the purposes of better coordinating land uses and transportation facilities and other purposes set forth in chapter 33C of the County Code, the County exercises regulatory and other jurisdiction over the Rapid Transit Zone and the RTZ zoning district in both the incorporated and unincorporated areas; and

WHEREAS, on June 7, 2016, in Resolution No. R-523-16, this Board endorsed the Strategic Miami Area Rapid Transit (SMART) Plan as approved by the Transportation Planning Organization (TPO), which calls for expanding the central metropolitan transit system with six rapid transit corridors: Beach Corridor, East-West Corridor, Kendall Corridor, North Corridor, Northeast Corridor, and South Dade Transitway; and

WHEREAS, in February of 2018, this Board adopted Ordinance No. 18-8, which created the Miami-Dade County Transportation Infrastructure Improvement District (the “TIID”) and a corresponding trust fund, to use tax increment financing for the development, construction, maintenance, and operation of the SMART Plan rapid transit corridor projects; and

WHEREAS, pursuant to section 2-2363 of the Code, the TIID boundaries include “all real properties wholly or partially located within ½ mile of the existing Metrorail corridor and proposed alignments . . . of the SMART Plan rapid transit corridors, except for the East-West Corridor,” which instead includes “all real properties wholly or partially located within 1 mile of the proposed alignment”; and

WHEREAS, in Resolution No. R-460-18, pursuant to sections 20-8.6 and 20-28.1 of the Code, this Board designated the unincorporated areas located within the TIID as “Areas or Facilities of Countywide Significance,” meaning that regulatory jurisdiction over those areas would remain with Miami-Dade County notwithstanding subsequent annexation to an existing municipality or the inclusion of such area as part of a newly incorporated municipality; and

WHEREAS, the Rapid Transit Zone governed by chapter 33C should be amended to include all existing Metrorail corridors not already included therein, the existing Palmetto Station, the Miami Intermodal Center, the South Dade Busway, the SMART Plan corridors, and certain public and private properties adjacent or nearby thereto; and

WHEREAS, in furtherance of coordinating land uses and transportation facilities, the County’s Comprehensive Development Master Plan (CDMP) contains policies that govern the density and intensity of development in areas around existing and planned transit stations shown on the CDMP’s Land Use Plan Map, which areas are designated as regional, metropolitan, or community urban centers; and

WHEREAS, the County has a single regional urban center, which is downtown Miami, several metropolitan urban centers, including the Aventura/Ojus area, the stadium area in Miami Gardens, the Dolphin Mall area in Sweetwater, downtown Homestead, Palmer Lake, and downtown Kendall, and numerous community urban centers, including Princeton, Perrine, and Goulds; and

WHEREAS, the CDMP’s Statement of Legislative Intent currently requires municipalities to implement the County’s existing policies governing development within urban centers; and

WHEREAS, directing higher density development along transit corridors helps to saturate the housing supply and thereby lower housing costs, provide increased ad valorem tax to both the

County and municipalities, and provide a funding source to operate the central metropolitan transit system; and

WHEREAS, in developing the Metrorail, Metromover, and other components of the County’s central metropolitan transit system, the County has received funds from the United States government, which are subject to the Federal Transit Administration Guidance on Joint Development, FTA Circular FTA C 7050.1.B, last revised on August 14, 2020 (the “FTA Circular”); and

WHEREAS, the FTA Circular requires that all FTA assisted projects: either “add economic value to privately or publicly-funded economic development activity occurring in close proximity to a public transportation facility” or “incorporate private investment”; either “enhance the effectiveness of public transportation and be related physically or functionally to public transportation” or “establish new or enhanced coordination between public transportation and other modes of transportation”; ensure that the County receives a “fair share of revenue” from any development of the project, subject to FTA review and approval; ensure that any person occupying space at a facility constructed with FTA assistance “pay a fair share of the costs of the facility” to the County, subject to FTA review and approval; and restrict the County’s “use or dispos[ition] of property that is subject to the federal interest” to “raise revenue for transit systems and enhance transit ridership”; and

WHEREAS, in addition, the FTA’s New Starts Process considers existing and potential land uses around transportation corridors as part of its evaluation criteria in awarding federal funding; and

WHEREAS, high density development in areas surrounding transit facilities not only pays for the immediate infrastructure but also, through the increased tax increment per square foot

relative to extremely low-density sprawl, can provide revenue well beyond the geographic location of the revenue creator; and

WHEREAS, in addition to funding transportation, development in the RTZ provides further relief to municipal budgets and may allow for lower property tax rates; and

WHEREAS, promoting development in these areas also reduces pressure to redevelop and intrude on existing single-family communities; and

WHEREAS, increased development in the RTZ not only helps manage housing costs and reduce pressure to intrude on lower density areas, but also provides for real, lower cost transportation alternatives that inure to the benefit of residents of the County's largest cities; and

WHEREAS, the County owns the existing Palmetto Metrorail Station, an approximately 17.93-acre parcel of property adjacent to the station, and an approximately 4.29-acre property lying just east of Palmetto Expressway nearby, as shown on Exhibit 24; and

WHEREAS, since 1996, the CDMP has provided that "all future rapid transit station sites and their surroundings shall, at a minimum, be developed in accordance with the [CDMP's] Community [Urban] Center policies"; and

WHEREAS, those urban center policies provide for mixed-use development at a minimum floor-area ratio of 1.5 in the designated core and of 0.5 in the designated edge, and at a maximum density of 125 dwelling units per acre; and

WHEREAS, the above-referenced County-owned parcels are appropriate locations to provide transit-oriented development; and

WHEREAS, to ensure coordination of land uses around this existing station site, this Board wishes to create a new RTZ subzone, called the Palmetto Station Subzone and located as

indicated on Exhibit __ to this ordinance, that will govern the development of the identified area;
and

WHEREAS, this Board also wishes to: revise development standards regarding setbacks for the Government Center Subzone, which are cross-referenced in the Palmetto Station Subzone and other subzones; provide additional recreational and support facility uses that are allowed throughout the Rapid Transit Zone; and expressly allow micro mobility facilities within the Rapid Transit Zone; and

WHEREAS, this Board also wishes to create a new subzone, named the SMART Corridor Subzone, to provide default development standards for all other lands being included within the RTZ District in this ordinance and in any future expansions of the Rapid Transit Zone, and to create a new section that consolidates in a single location the standard application procedures for development in the various RTZ District subzones; and

WHEREAS, the new SMART Corridor Subzone recognizes that the County's rapid transit system is a regional asset that benefits all residents and visitors throughout Miami-Dade County and therefore calls for the County, as the central metropolitan government, to set minimum standards over all development within the subzone within both incorporated and unincorporated areas; and

WHEREAS, the SMART Corridor Subzone maintains municipal regulatory authority over, and respects unique municipal character of, those properties in the Subzone that lie within incorporated areas, but provides targeted County oversight through minimum standards and limited appellate review to ensure that municipalities approve future development that produces the ridership necessary to support the central metropolitan transit system and also provides for the County to maintain exclusive regulatory jurisdiction over County-owned properties that are,

individually or collectively, at least 0.5 acres in size, so the County may ensure appropriate utilization of its own lands; and

WHEREAS, the SMART Corridor Subzone procedures provide greater flexibility to attain the desired development levels, by allowing property owners in the unincorporated areas to either follow the procedures for approval provided in chapter 33C-2, or to apply for any other zoning district pursuant to chapter 33 that provides the minimum required floor-area ratio; and

WHEREAS, the ordinance recognizes that some lands that may fall within the boundaries of the SMART Corridor Subzone are and should continue to be subject to different development regulations, and thus it excludes the following from the SMART Corridor Subzone regulations: lands that are zoned for, or developed with, single-family or two-family residences and that are not part of a mixed-use development; lands already assigned to a specific RTZ subzone; lands included within a designated urban center or urban area district pursuant to chapter 33; airport properties, except those constituting the Miami Intermodal Center (MIC), as airport properties are governed by article XXXVII of chapter 33; PortMiami; the designated City of Miami Urban Core east of I-95; and Fisher Island; and

WHEREAS, it is appropriate to streamline chapter 33C by consolidating similar application procedures from different subzones into the new procedures section, cross-referencing the consolidated procedures in the existing subzones and highlighting only the procedures that are unique to each subzone, and removing obsolete or redundant provisions; and

WHEREAS, this ordinance also ensures protection of private property rights by allowing for administrative review of takings or vested rights claims pursuant to the County's existing process, as set forth in section 2-114.1, for decisions made pursuant to chapter 33C,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA:**

Section 1. The foregoing recitals are incorporated as if set forth herein and are approved.

Section 2. Chapter 33C of the Code of Miami-Dade County, Florida is hereby amended as follows:¹

**Chapter 33C – RAPID TRANSIT SYSTEM—
DEVELOPMENT ZONE**

* * *

Sec. 33C-2. Rapid Transit Zone: definitions; designation of lands included; County jurisdiction; municipal services; occupational license taxes >>municipal impact fees<<.

(A) *Definitions.* Terms used throughout this article shall take their commonly accepted meaning unless otherwise defined in Chapters >>18A<< ~~[[18-A]]~~, 28, or 33. Terms requiring interpretation specific to this article are as follows:

* * *

- (4) "Department" >>shall be as defined in section 33-1<< ~~[[means the Miami Dade County Department of Regulatory and Economic Resources or its successor department]]~~.
- (5) "DERM" means the >>"Department" defined in section 24-5<< ~~[[Department's Division of Environmental Resources Management or its successor department]]~~.
- (6) "Director" >>shall be as defined in section 33-1<< ~~[[means the Director of the Department, or the Director's designee]]~~.

¹ Words stricken through and/or ~~[[double bracketed]]~~ shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

* * *

>>(14) Public works manual means the manual of minimum standards for the public works construction promulgated pursuant to section 2-100.

(15) “Workforce housing unit” or “WHU” shall be as defined in section 33-284.82.<<

(B) *Designation of lands included in the Rapid Transit Zone.*

(1) The Board of County Commissioners hereby designates as, and includes within, the Rapid Transit Zone all land areas (including surface, subsurface, and appurtenant airspace) shown on the following exhibits bearing the following effective dates, certified by the Clerk of the Board as a portion of this chapter, incorporated herein by reference, and transmitted to the custody of the Department: Exhibit 1, July 31, 1998; Exhibits 2 through 9 and Exhibits 11 through 16, July 13, 1979; Exhibit 10, May 26, 1983; Exhibit 17, February 13, 2014; Exhibit 18, February 1, 2020; Exhibit 19, February 1, 2020; Exhibit 20, December 27, 2019; Exhibit 21, June 12, 2020; Exhibit 22(A), April 30, 2021, and Exhibit 22(B), ~~[[insert effective date]]~~ >>March 11, 2022<<; ~~[[and]]~~ Exhibit 23, December 11, 2021; >>and Exhibits 24- , [insert effective date of this ordinance]<<.

* * *

(C) *Jurisdiction of County.* For lands included within the Rapid Transit Zone pursuant to subsection (B) above, jurisdiction over the following, all of which relate to the uses expressly authorized in this chapter, shall be and is hereby vested in Miami-Dade County regardless of any municipal code, charter, or ordinance provisions to the contrary >>, except as specifically provided in this chapter<<:

(1) Regulatory decisions, including, but not limited to: comprehensive planning; district boundary changes, special exceptions, variances, unusual uses, site plan approvals, and other zoning approvals; historic preservation; compliance with environmental

regulations; issuance of building permits; building inspections; construction-related fire permits and inspections, but not fire suppression or fire rescue services or annual inspections for fire safety; compliance with the Florida Building Code and the Florida Fire Prevention Code; issuance of certificates of occupancy; building or zoning moratoria; subdivision approvals; and all other types of planning, zoning, subdivision, or building functions or other functions typically performed by departments, boards, or other entities that review or issue development permits or development orders.

- (2) Water and sewer installations.
- (3) Street maintenance (including sidewalks and bicycle paths where applicable).
- (4) Utility regulation.

* * *

>>(F) Reservation of municipal impact fees. The uses provided in this chapter shall, where established within a municipality, be subject to payment of impact fees established by municipal ordinance and collected by a municipality for such uses, to the extent such municipal impact fees are not duplicative of impact fees collected by Miami-Dade County, as may be amended.<<

Sec. 33C-3. Rapid Transit Zone (RTZ) District>>: land development regulations; SMART Corridor Subzone; review and approval procedures<<.

(A) *Zoning Designation.* All lands subject to this chapter shall be assigned to the zoning district named “Rapid Transit Zone (RTZ) District” and, if applicable, to the appropriate subzone identified in this chapter.

* * *

(B) *Uses.* No land, body of water, or structure shall be used or permitted to be used, and no structure shall be hereafter erected, constructed, reconstructed, moved, structurally altered, or maintained for any purpose in the RTZ District, except as provided in this chapter.

(1) *Administrative designation of RTCSAs and ~~[[RTCPBA]]~~ >>RTCBPA<<*. The Director may designate or redesignate County-owned land areas as either RTCSA or RTCBPA, and in that event, shall thereafter maintain maps on file showing the respective boundaries of the RTCSA and the RTCBPA.

(2) *Permitted uses.* The following uses are permitted within the Rapid Transit Zone, including the RTCSAs, ~~[[RTCPBA]]~~ >>RTCBPA<<, and all subzones:

* * *

(h) Bikeways, walkways, multi-use pathways, maintenance pathways, greenways, << parks, >>plazas, greens,<< community gardening, ~~[[and]]~~ playgrounds, >>recreation areas, and associated restrooms, utility rooms, and maintenance areas<<.

* * *

(4) *Additional permitted uses in areas outside the RTCSAs and RTCBPA.* In addition to those uses listed in (1) above, the following additional uses shall be permitted in the RTZ District outside the Rapid Transit Corridor Station Areas and outside the Rapid Transit Corridor Bicycle and Pedestrian Area, in conformance with the requirements set forth in this chapter:

(a) Such other uses, including commercial, office, hotel, governmental, institutional, health care facilities, rental car facilities, >>micro mobility facilities,<< and residential uses, as may be appropriate to and compatible with the operation of the Rapid Transit System or an Intercity Passenger Rail System and the convenience of the ridership thereof, as authorized pursuant to an applicable subzone or other provision of this chapter.

- (b) Intercity Passenger Rail Systems, both public and private, including all uses permitted for the Rapid Transit System pursuant to subsection (B)(2) above and including ancillary facilities associated with the maintenance and operations of a rail system. "Intercity Passenger Rail System" means a rail system that provides passenger service on a guideway system between two or more cities, between several destinations within one city, or both.

>>(C) SMART Corridor Subzone; additional permitted uses and development standards. Except as provided below, in section 33C-4, or elsewhere in this chapter, lands within the RTZ District and outside of the RTCSAs and RTCBPA shall be assigned to the SMART Corridor Subzone and shall be governed by this subsection.

- (1) Exclusions. Notwithstanding any other provision to the contrary, the following shall not be included within the SMART Corridor Subzone; the Director shall be responsible for interpreting the applicability of these exclusions to any particular parcel, subject to review of administrative interpretations pursuant to section 33-314:
 - (a) Lands assigned to a specific subzone in this chapter.
 - (b) Lands included within an urban center or urban area district pursuant to chapter 33.
 - (c) Lands that are zoned for, or developed with, single-family or two-family residences and that are not part of a mixed-use development.
 - (d) Airport properties, except those constituting the Miami Intermodal Center as shown on Exhibit to subsection 33C-2(B). Airport properties excluded from this subzone shall be governed by article XXXVII of chapter 33 and not this chapter.
 - (e) PortMiami, also known as the "Dante B.

Fascell Port of Miami” or the “Port of Miami,” which is the geographic area located within the CDMP’s designated Regional Urban Center, commencing at the northeast intersection of Biscayne Boulevard and Port Boulevard, thence east along the north side of Port Boulevard to the perimeter of the Port of Miami, thence north/northeasterly, south/southeasterly, west/northwesterly, and northeast along said perimeter to Port Boulevard (encompassing the entirety of the Port of Miami lands, formerly Dodge, Lummus, and Sam’s Islands), thence west along the south side of Port Boulevard to the eastern side of Biscayne Boulevard, thence north along the eastern side of Biscayne Boulevard to the point of beginning. The full legal description of the PortMiami boundaries is on file with the Department and with PortMiami’s administrative office.

(f) Those portions of the City of Miami Urban Core, as defined in section 33-84, that are east of I-95.

(g) Fisher Island.

(2) *Applicability to municipalities.*

(a) Except as provided in this section and section 33C-5, and notwithstanding section 33C-2 regarding County jurisdiction, for properties within the SMART Corridor Subzone that are located within a municipality, the applicable municipality may continue to exercise jurisdiction over regulatory decisions, water and sewer installations, street maintenance, and utility regulation to the extent it otherwise exercises jurisdiction over those functions.

(b) Each municipality shall, by ordinance, adopt:
(i) its own zoning districts and its own development standards satisfying the minimum floor-area ratio

- requirements of this subsection (C); such ordinance may include, without limitation, protection of existing single-family neighborhoods from encroachment by incompatible development, exclusion of existing single-family neighborhoods from the Rapid Transit Zone, and requirements that buildings meet LEED or other green building standards that promote ecological and resource-efficient construction or operations; and
- (ii) its own procedures for review and approval of zoning applications, including district boundary changes, special exceptions, unusual uses, and variances, or their municipal equivalents.
- (c) Notwithstanding any provision to the contrary, municipal zoning districts and development standards shall require all new development and redevelopment within urban centers and rapid transit activity corridors, as defined below and as applicable, to provide at least the minimum floor area ratio as is provided in paragraph (4), except where such minimums would:
- (i) result in encroachment of incompatible development into existing single-family neighborhoods; or
- (ii) require redevelopment of existing single-family neighborhoods.
- (d) Time to comply.
- (i) For the North Corridor, as shown in Exhibits and , the affected municipalities shall have until July 31, 2023, within which to adopt standards and procedures pursuant to this section.
- (ii) All other municipalities that exercise jurisdiction over real properties that

are located wholly or partially within one-half mile of each of the SMART Plan Corridors identified on Exhibits - , or within one mile of the East-West Corridor identified on Exhibit , shall have until July 31, 2024, within which to adopt standards and procedures as required by this section.

- (iii) Each municipality shall submit its adopted development standards and procedures for properties within the Rapid Transit Zone to the County Mayor or County Mayor's designee within 30 days of adoption.

(3) *Additional permitted uses.* The following categories of additional uses shall be permitted in the SMART Corridor Subzone, either alone or in horizontal or vertical mixed-use developments, as defined in section 33-1. Except where otherwise specified herein, uses shall be as defined in section 33-284.83(B).

- (a) Accommodation uses.
- (b) General retail/personal service establishments.
- (c) Professional business offices.
- (d) Residential uses, including group residential homes subject to requirements for the MC category, provided that all developments with more than 4 residential units shall provide a minimum of 12.5 percent of their units as workforce housing units on the site of the proposed development.
- (e) Entertainment uses, except adult entertainment.
- (f) Food/beverage establishments.
- (g) Rental car facilities.

- (h) Commercial parking garages and surface parking lots.
 - (i) Institutional uses, including civic uses, colleges and universities, child-care facilities, religious facilities, and schools (K-12).
 - (j) Health care services, except hospitals.
 - (k) Public parks and open spaces.
 - (l) Industrial uses as permitted in section 33-259, subject to the following requirements:
 - (i) Prior to being added to the RTZ District, the property on which an industrial use is proposed was designated on the land use plan or zoned for industrial uses; and
 - (ii) The proposed industrial use is mixed with one or more other allowed uses, either in vertical or horizontal mixed-use developments.
 - (m) Other similar uses, as determined by the Director.
- (4) Density, intensity, and building height. The County's CDMP provides different policies for development density and intensity for different areas within the SMART Corridor Subzone. Properties that are within the radius of a CDMP-designated urban center shall be governed by the CDMP policies for urban centers. Properties that are located outside of a CDMP-designated urban center shall be governed by the CDMP's policies for mixed-use development. Figure 1 graphically depicts the relationship between these areas. In accordance with those policies, the maximum density as measured by dwelling units per acre, maximum and minimum intensity as measured by floor-area ratio (FAR), and maximum building height shall be as set forth in the subparagraphs below.

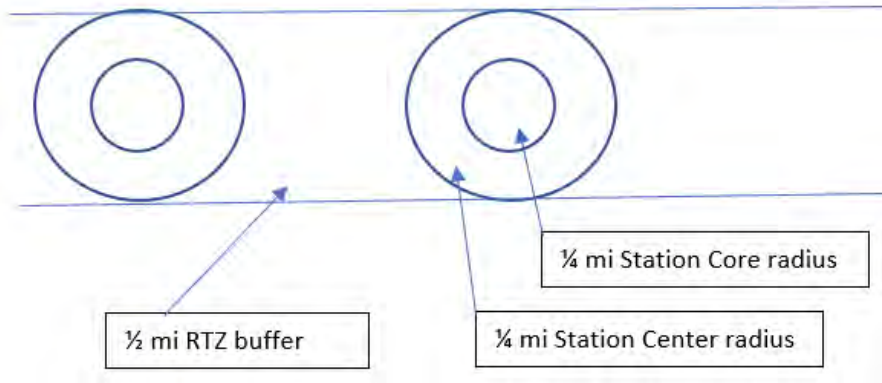


Figure 1

- (a) For properties located within the radius of an urban center as designated on the CDMP Land Use Plan map:
 - (i) The following table applies:

<u>CDMP Urban Center Designation</u>	<u>Maximum Allowed Density (Units per Acre)</u>	<u>Minimum Required Floor Area Ratio</u>	<u>Maximum Allowed Height (Stories)</u>
<u>Community</u>	<u>125</u>	<u>greater than 1.5 in the core; not less than 0.5 in the edge</u>	<u>15</u>
<u>Metropolitan</u>	<u>250</u>	<u>greater than 3.0 in the core; not less than 0.75 in the edge</u>	<u>25</u>
<u>Regional</u>	<u>500</u>		<u>Note 1</u>
	<u>Note 1: Maximum allowed height determined by Miami-Dade Aviation (MDAD) pursuant to article XXXVII of chapter 33</u>		

- (ii) Notwithstanding the foregoing, where the underlying land use designation provides for greater density or intensity, the greater density or intensity shall govern, provided that the entire development

fits within the maximum building envelope established by the applicable floor area ratio.

(b) For properties located within a Rapid Transit Activity Corridor but outside the radius of a designated urban center:

(i) The following table sets forth the range of densities and heights that may be permitted pursuant to the CDMP, depending on a property's location:

<u>Mixed-Use Developments Located Within:</u>	<u>Maximum Allowed Density (Units per Acre)</u>	<u>Floor Area Ratio Range</u>	<u>Maximum Allowed Height (Stories)</u>
<u>One-quarter mile of RTAC</u>	<u>60</u>	<u>1.0 to 2.0</u>	<u>10</u>
<u>Between one-quarter mile and one-half mile of RTAC</u>	<u>36</u>	<u>1.0 to 1.5</u>	<u>6</u>
<u>Between one-half mile and one mile of RTAC</u>	<u>18</u>	<u>0.5 to 1.25</u>	<u>5</u>

(ii) Greater density, floor area ratio, or height may be available in accordance with the applicable CDMP Land Use Plan map designation. In that event:

1. Maximum height shall be as set forth in section 33-493(2) for the Mixed-Use Corridor District (MCD); and
2. The greater density, floor area ratio, or height shall govern, provided that the entire development fits within the maximum building envelope established by the applicable floor area ratio.

(iii) Notwithstanding any other provision to the contrary, where the applicant demonstrates that neither vertical nor horizontal mixed-use development on the subject property is feasible, a single-use building that provides for

the maximum density or intensity of development allowed by the underlying land use plan map designation may be approved.

(5) *Building Placement Standards and General Requirements.*

(a) The building placement standards and general requirements applicable to the MCD, as set forth in section 33-493(3) and (4), shall govern.

(b) In addition, all proposed developments shall provide connections via bridges, paths, sidewalks, or a combination of such features to adjacent or nearby rapid transit stations or systems.

(6) *Compatibility with existing single-family neighborhoods.* Notwithstanding any other provision to the contrary, densities or intensities lower than the above minimum requirements may be approved where the minimum requirements would result in encroachment of incompatible development into existing single-family neighborhoods.

(7) *Signs.* Signs shall be in accordance with section 33-284.87.

(D) *Jurisdiction over rights-of-way and County-owned properties within the SMART Corridor Subzone in incorporated and unincorporated areas.*

(1) Notwithstanding any provision to the contrary, SMART Corridor rights-of-way, and County-owned real properties in the incorporated and unincorporated areas meeting the qualifications set forth in this subsection (D), shall be under the County's exclusive regulatory jurisdiction pursuant to section 33C-2(C).

(2) County-owned properties shall be governed by subsection (E) and the plan review standards for the Government Center Subzone, as set forth in section 33C-11(F), which is incorporated by reference herein. It is provided, however, that all such applications shall be heard by the Board of County Commissioners and not a Community Zoning Appeals Board.

(3) SMART Corridor rights-of-way are governed by this chapter and by article XIV of chapter 2.

(4) This subsection (D) shall apply to a single property, or one or more contiguous or adjacent properties, that: are owned by Miami-Dade County; are individually or collectively 0.5 acres or more in size; and are located within one-half mile of each of the SMART Plan Corridors identified on Exhibits - , or within one mile of the East-West Corridor identified on Exhibit .

(5) This subsection (D) shall apply to all properties that meet the foregoing qualifications, regardless of whether such properties are: specifically identified on the referenced exhibits; or partially located outside of the applicable boundaries.

(E) *Review and approval procedures for development in SMART Corridor Subzone in unincorporated area; exceptions.*

(1) Applications for development in the SMART Corridor Subzone in the unincorporated area shall be governed by section 33C-3.1, except as provided in this subsection (E), and except for the following:

(a) applications that seek approval as provided in section 33C-5; or

(b) applications that seek approval in accordance with chapter 33 and that provide the minimum floor-area ratio required by subsection (C)(4) above.

(2) Applications in the SMART Corridor Subzone shall be heard as follows:

- (a) Applications for properties in the unincorporated area of less than 5 acres in size and seeking approval of less than 250 residential units shall be heard by the applicable Community Zoning Appeals Board, the decision of which may be appealed to the Board of County Commissioners by an aggrieved or adversely affected party.
- (b) Applications for properties in the unincorporated area of at least 5 acres in size or seeking approval of at least 250 residential units shall be heard directly by the Board of County Commissioners.

Sec. 33C-3.1 – Standard procedures for RTZ subzones.

- (A) Except as provided otherwise in this chapter, all development within a subzone shall be governed by the procedures set forth in this section.
- (B) Initial Review. The first step in obtaining development approval pursuant to this chapter shall be the filing of an application for a special exception for a general development plan, in accordance with the following:
 - (1) Pre-application Conference. The applicant shall participate in at least one pre-application conference coordinated by the Department, including representatives of the departments and agencies identified in section 33-303.1(A)(1) to (9).
 - (2) Following the pre-application conference, civic uses that are governmental facilities as defined in section 33-303(b)(1), may be approved in accordance with the procedures for approval of governmental facilities set forth in section 33-303.
 - (3) Application for public hearing.
 - (a) Following the pre-application conference, a request to approve additional permitted uses enumerated in subsection (C)(3) , except

- civic uses to the extent provided in paragraph (2) above, shall be made by filing an application with the Department in accordance with section 33-304.
- (b) Applications shall be governed by the procedures set forth in chapter 33, article XXXVI.
- (c) The application shall be considered a special exception for a general development plan to be considered and acted upon directly by the Board of County Commissioners.
- (4) Required exhibits. The following exhibits shall be submitted with the application:
- (a) Written exhibits: a narrative describing the properties to be included within the site plan, vision statement, consistency with the intent and purpose of these regulations, statement of conformance with these regulations, overall size and location, relevance to the region, connection to the surrounding urban context and rapid transit system, economic impact on the local economy, and any additional information necessary to explain the development.
- (b) Graphic exhibit(s): a plan depicting the property(ies) to be included in the subzone, the roadway network surrounding the property(ies), the pedestrian connections to the rapid transit system, size and folio of each subject property, and any additional information specified at the pre-application conference to evaluate the character and impact of the proposed development.
- (C) Final Review - Administrative Site Plan Review (“ASPR”). Final review for development shall be considered administratively by the Department through an application for administrative site plan review (“ASPR”) in accordance with section 33-284.88, except that the required

dimensioned site plans shall include the following additional information:

- (1) Floor-area ratio.
- (2) Total square footage for each use by type, as applicable (i.e. residential uses, office uses).
- (3) Total number of residential units, including identifying the number of affordable or workforce housing units where applicable.
- (4) Existing and proposed fences, walls, architectural accents, or street furniture, if applicable.
- (5) Vehicular and pedestrian circulation systems, including connection(s) to existing or proposed roadway and sidewalk system and connections via bridges, paths, sidewalks, or a combination thereof to adjacent or nearby rapid transit stations or systems.
- (6) Total number of parking spaces required and provided.
- (7) Location of space for storage and collection of solid waste and recyclable material.
- (8) Proposed grades, if significantly altered.
- (9) Sketches of design elements to be used for buffering surrounding uses, if applicable.
- (10) Development phase lines.
- (11) For floor plans and elevations, provide isometrics or perspectives. For residential uses, provide floor plans and elevations for typical units.
- (12) The Director may waive any of the required items required because of the nature or timing of the development or because the information cannot reasonably be furnished at the time of review.

- (D) Modifications. Modifications to an approved general development plan or conditions thereto shall also be subject to the foregoing procedures.
- (E) Applications for other special exceptions, unusual uses, and variances. Applications for special exceptions (other than for a general development plan or modifications to an approved plan or conditions thereto), unusual uses, and variances from the requirements of this section for properties in the unincorporated area shall be to the Rapid Transit Developmental Impact Committee in accordance with section 33C-6.
- (F) Platting. Separate parcels located within a subzone shall not be deemed a subdivision and shall be exempt from the platting requirements of chapter 28 where the parcels are made subject to a unity of title or covenant in lieu of unity of title that satisfies the requirements set forth in section 33-257, as determined in the discretion of the Director and the County Attorney as provided therein.
- (G) Conflicts. The development review procedures, standards, and criteria set forth in this chapter shall govern in the event of conflicts with other zoning, subdivision, or landscape regulations of this code, applicable municipal code, or with the public works manual, except that in the event of a conflict with article XXXVII of chapter 33, the airport zoning regulations shall control.<<

Sec. 33C-4. Rapid Transit Zone (RTZ) District: general processes for >>certain<< stations and subzones >>outside of the SMART Corridor Subzone<<[[created prior to April 8, 2014]].

- (A) Process within incorporated areas subject to a land use plan adopted pursuant to SADD Program. Except where provided for otherwise in this chapter, the following process shall govern development within lands subject to a land use plan approved through the Station Area Design and Development Program prior to March 15, 2008>>, and not included within an urban center or urban area zoning district pursuant to chapter 33<<.

- (1) >>Previously adopted SADD Program<< ~~[[Once adopted, said]]~~ land use plans shall control all public actions involving or affecting land use or development, including action on applications for zoning relief >>, except as provided in paragraph (2) below<<.

- (2) ~~[[Amendments to said Master Land Use Plans shall be subject to the procedures applicable to the initial adoption of such land use plans.]]~~
>>Notwithstanding any other provisions of this code or municipal ordinances or resolutions to the contrary, the Board of County Commissioners may supersede any previously adopted SADD Program land use plan by:
 - (a) Approving an application for special exception for a general development plan in accordance with the development standards and procedures for review and approval of development in the unincorporated area within the SMART Corridor Subzone, as set forth in section 33C-3, or in accordance with the development standards and procedures of another applicable subzone as set forth in this chapter; or
 - (b) Including the subject property in an urban center or urban area district pursuant to chapter 33.<<

- (3) >>Where the applicable SADD Program land use plan is not superseded as provided in paragraph (2), applications<< ~~[[Applications]]~~ for a site plan approval >>, special exception (other than for a general development plan or modification to an approved plan or conditions thereto), or unusual use pursuant to such SADD Program land use plan,<< ~~[[and other related zoning actions under a Master Land Use Plan that was approved by a municipality,]]~~ and applications for variances or other zoning relief from the requirements of any such >>SADD Program land use plan<< ~~[[Master Land Use Plan or for any other zoning action on land within this area]]~~, shall be considered by the Rapid

Transit Developmental Impact Committee >>(RTDIC)<< in accordance with the procedures set forth in section 33C-6 under the standards and requirements established by such plan~~[[, upon receipt of the recommendations of the Department and DTPW]].~~

- (4) Decisions of the >>RTDIC<< ~~[[Rapid Transit Developmental Impact Committee]]~~ upon such applications shall be subject to appeal to the Board of County Commissioners in accordance with ~~[[the requirements of]]~~ section 33-314.
- (5) It shall be the duty of the Clerk of the Board of County Commissioners to immediately transmit to the relevant municipality a certified copy of the >>RTDIC's<< ~~[[Rapid Transit Developmental Impact Committee's]]~~ and the County Commission's actions pursuant to this subsection.
- (6) An aggrieved party may seek judicial review of the County Commission's action in accordance with section 33-316.

(B) *Process for City of Miami* >>for certain areas<<.

- (1) Whenever uses authorized by this chapter are proposed within portions of the Rapid Transit Zone located within the City of Miami that, as of March 15, 2008, were not subject to a land use plan approved by the City through the >>SADD<< ~~[[Station Area Design and Development]]~~ Program and are not designated as RTCSA, RTCBPA, or as part of a specific subzone, the master plan development standards set forth in section 33C-8 shall control such proposed uses >>unless the County Commission supersedes these standards in accordance with subsection (A)(2) above<<.
- >>(2) Except as provided otherwise in this chapter<< ~~[[Notwithstanding any other provisions to the contrary]]~~, development within and around the Allapattah, Civic Center, Culmer, Vizcaya, Coconut Grove, and Douglas Road Metrorail Stations shall be

governed by >>the development standards set forth
in<< section 33C-8.

- (2) ~~*Downtown Intermodal District Corridor.*~~ Notwithstanding any other provision of this code to the contrary, whenever uses authorized by section 33C-3(B)(4) are proposed within the Downtown Intermodal District Corridor Subzone of the Rapid Transit Zone as designated in section 33C-9 herein, the ~~[[procedures and]]~~ development standards adopted pursuant to section 33C-9 shall control.
- (3) ~~*Brickell Station Subzone.*~~ Notwithstanding any other provision of this code to the contrary, whenever uses authorized by section 33C-3(B)(4) are proposed within the Brickell Station Subzone of the Rapid Transit Zone as designated in section 33C-10 herein, the ~~[[procedures and]]~~ development standards adopted pursuant to section 33C-10 shall control.
- (4) ~~*Government Center Subzone.*~~ Notwithstanding any other provision of this code to the contrary, all development within the Government Center Subzone shall be governed solely by section 33C-11.
- (5) ~~*Historic Overtown/Lyric Theatre Subzone.*~~ Notwithstanding any other provision of this code to the contrary, whenever uses authorized by section 33C-3(B)(4) are proposed within the Historic Overtown/Lyric Theatre Subzone as designated in section 33C-12 herein, the ~~[[procedures and]]~~ development standards adopted pursuant to section 33C-12 shall control.
- (6) ~~*Santa Clara Subzone.*~~ Notwithstanding any other provision of this code to the contrary, whenever uses authorized by section 33C-3(B)(4) are proposed within the Santa Clara Subzone as designated in section 33C-14 herein, the ~~[[procedures and]]~~ development standards adopted pursuant to section 33C-14 shall control.
- (7) ~~*Metromover Subzone.*~~ Notwithstanding any other provision of this code to the contrary, whenever uses authorized by section 33C-3(B)(4) are proposed

~~within the Metromover Subzone as designated in section 33C-15 herein, the procedures and development standards adopted pursuant to section 33C-15 shall control.]]~~

Sec. 33C-5. - Rapid Transit Zone (RTZ) District: pending regulatory applications, existing zoning district regulations, ~~[[and]] non-conformities>>, and review of takings and vested rights claims<<.~~

- (A) *Pending applications.* Notwithstanding any provision to the contrary, an applicant with an active application that would be subject to this chapter but that was filed with a municipality or the County prior to the subject property being included in the Rapid Transit Zone may continue under the pending process until the application is decided or the permit is closed, including issuance of any final certificates of occupancy for building permits.
- (1) Once the pending process is concluded, all future applications shall be subject to the County's jurisdiction as set forth in section 33C-2.
 - (2) Uses or structures established in accordance with such a pending application shall be subject to the provisions in this section regarding existing zoning designations and nonconformities.
- (B) *Existing zoning designations; administrative site plan review required.* Until a special exception or other zoning approval for development is approved pursuant to this chapter, lands within the RTZ District shall remain subject to the applicable County or municipal zoning district regulations that existed prior to inclusion in the RTZ District, in accordance with the following:
- (1) ~~>>~~Administration of prior regulations.
 - (a) For properties included in the RTZ District as of April 30, 2021, and for properties included in a subzone other than the SMART Corridor Subzone after that date, all<< [[AH]] such prior regulations shall be administered by the County pursuant to its regulatory jurisdiction as set forth in this chapter.

- >>(b) For properties included in the SMART Corridor Subzone in the unincorporated area:
- (i) All such prior regulations, including applications for special exceptions, unusual uses, or variances, shall continue to be administered in accordance with chapter 33;
 - (ii) It is provided, however, that applications for district boundary changes or other such changes in zoning district shall be subject to section 33C-3.<<

- (2) Notwithstanding any such prior regulations or other provisions to the contrary, no applications for development permits or development orders on undeveloped land shall be approved until the Department has approved a site plan following administrative site plan review in accordance with section 33-284.88 and the following additional requirements:
- (a) The Department determines that the site plan maximizes density or intensity to the greatest extent practicable, to further the purpose of this chapter to coordinate land uses with transportation facilities.
 - (b) DTPW certifies that approval of the application will not have an adverse impact upon a material element of the Rapid Transit System. DTPW shall, with respect to any application for which certification is refused, provide a detailed written explanation supporting the refusal to certify and specifying the corrective actions, if any, which would lead to certification.
- (3) Notwithstanding any such prior regulations or other provisions to the contrary, no applications for development permits or development orders to modify existing development or vested development approvals shall be approved until:

- (a) The Department has determined that the proposed modification complies to the greatest extent practicable with the purpose and requirements of this chapter to coordinate land uses with transportation facilities; and
 - (b) DTPW issues the certification required in paragraph (2)(b) above.
- (4) Denial of an application pursuant to this section may be appealed to the Board of County Commissioners in accordance with section 33-314 ~~[[for appeals of administrative decisions]]~~.

>>(5) Notwithstanding any other provisions to the contrary, the following shall not be subject to the procedures set forth in paragraphs (2) and (3) above:

- (a) properties that are zoned for, or developed with, single-family or two-family residences and that are not part of a mixed-use development; and
- (b) properties that are added to the SMART Corridor Subzone.<<

(C) *Non-conforming lots, uses, and structures.*

>>(1)<< Upon approval of a zoning application pursuant to this chapter, legally established lots, uses, and structures that do not conform to the requirements of this chapter, including approvals granted pursuant to subsections (A) and (B) above, shall be deemed nonconforming and shall be subject to section 33-284.89.2.

>>(2)<< Notwithstanding any other provisions to the contrary, a non-conforming development may be expanded by any amount to provide a mixed-use development, and in that event, only the new mixed-use development shall be subject to the requirements of this chapter.

>>(D) Administrative review of takings and vested rights claims.
Any applicant alleging that this chapter, as applied to a

particular development order or action, constitutes or would constitute a temporary or permanent taking of private property or an abrogation of vested rights, shall comply with the procedures set forth in section 2-114.1 regarding claims relating to the application of chapter 33.<<

Sec. 33C-6. - Rapid Transit Developmental Impact Committee.

- (A) There is hereby established a Rapid Transit Developmental Impact Committee (RTDIC).
- (1) The RTDIC shall be composed of:
- (a) two representatives of the Department, which shall be a combination of either the Director, the Assistant Director for zoning, or the DERM Director;
 - (b) a Director or Assistant Director of DTPW, MDFR, WASD, and PROS;
 - (c) the Secretariat of the TPO;
 - (d) the County Mayor or designee; and
 - (e) two representatives selected by the applicable municipality when the subject property is located within >>a municipality<< ~~[[one of the following municipalities: City of South Miami, City of Coral Gables, City of Miami, and the City of Hialeah]].~~
- (2) Each member may assign staff of the respective department to act on the member's behalf as needed.
- (B) ~~[[Notwithstanding any other provisions to the contrary, except as specified within the applicable subzone regulations, for developments located within the Downtown Intermodal District Corridor Subzone established by section 33C-9, the Brickell Station Subzone established by section 33C-10, the Historic Overtown/Lyric Theatre Subzone established by section 33C-12, and the Santa Clara Subzone established by section 33C-14, shall be composed of the representatives identified in paragraphs~~

~~(A)(1)(a)-(d) above and three representatives from the City of Miami.~~

~~(C)]~~ The RTDIC shall perform its duties in accordance with the procedures specified in section 33-303.1 >>applicable to the DIC Executive Council<<, unless provided otherwise in this chapter>>, and shall hear only the following applications, after receiving the recommendation of the Director:

(1) For properties subject to a previously adopted SADD Program land use plan, applications for a site plan approval, special exception, unusual use, or variance from the requirements of such plan, provided that such application is not accompanied by an application for development pursuant to a subzone; and

(2) For properties subject to any subzone or to section 33C-8, applications for a special exception (except for approval of a general development plan or modification to an approved plan or conditions thereto), an unusual use, or a variance from the requirements of the applicable subzone; and

(3) For properties subject to a subzone other than the SMART Corridor Subzone, such applications as are provided for in the applicable subzone regulations<<.

>>(C)<<[[~~(D)~~]] Except as expressly provided in this chapter, mailed notice of hearings before the Rapid Transit Development Impact Committee shall be provided in the same manner as hearings on applications filed before the Community Zoning Appeals Board pursuant to section 33-310.

(1) Mailed notice of the hearing shall also be provided simultaneously to the municipality in which the application site is located.

(2) Applications shall comply with the procedural requirements of section 33-304.

>>(D) Appeals. Any aggrieved or adversely affected party may appeal a final decision of the RTDIC to the Board of County

Commissioners in accordance with section 33-314.<<

~~[(E) Notwithstanding any other provision of this code to the contrary, for the Downtown Intermodal District Corridor Subzone established by section 33C-9, the Brickell Station Subzone established by section 33C-10, the Historic Overtown/Lyric Theatre Subzone established by section 33C-12, and the Santa Clara Subzone established by section 33C-14, notice of meetings before the Rapid Transit Developmental Impact Committee shall comply with the procedures set forth in those respective sections.]]~~

Sec. 33C-8. - Rapid transit zone district regulations for non-Metrorail development >>around certain stations<< within the City of Miami.

(A) *Purpose and intent.* The purpose of these development standards is to provide guidelines governing the use, site design, building mass, parking, and circulation for all non-Metrorail development in the Rapid Transit Zone within the City of Miami >>around the Allapattah, Civic Center, Culmer, Vizcaya, Coconut Grove, and Douglas Road Metrorail Stations.<< with the intent of fulfilling the goals, objectives and policies of the County's Comprehensive Development Master Plan urban center text. ~~[[Unless specified to the contrary, the Rapid Transit Zone District Regulations supersede all conflicting requirements in Chapter 33 and Chapter 18A of the Code of Miami Dade County.]]~~

* * *

(B) *Definitions.* Terms used in this section shall take their commonly accepted meaning unless otherwise defined in >>chapters 18A, 28, or 33<< ~~[[Chapter 33 or Chapter 28 of the Code of Miami Dade County]]~~, or already defined herein. Terms requiring interpretation specific to this section are as follows:

* * *

~~[(15) *Workforce housing unit or WHU:* A dwelling unit, the sale, rental or pricing of which, in accordance with this article, is restricted to households whose income is within the workforce housing target~~

~~income range.~~

~~(16) *Workforce housing target income range:* Households whose income range is established at 65% up to 140% of the most recent median family income for the County reported by the U.S. Department of Housing and Urban Development as maintained by the Department of Planning and Zoning.]]~~

(C) *Development Parameters.* The following parameters shall apply to Rapid Transit Zone Station development provided such uses are compatible with transit uses and operations as determined by >>DTPW<< ~~[[the Miami Dade Transit Agency]]~~:

* * *

(D) *Site Plan Review Standards and Criteria.* The purpose of the site plan review is to encourage logic, imagination, and variety in the design process in an attempt to ensure congruity of the proposed development and its compatibility with the surrounding area. The following site plan review standards shall be utilized as a guide ~~[[by the Miami Dade Rapid Transit Developmental Impact Committee, the Department, and by the Board of County Commissioners]]~~ in the consideration for >>development approval in the applicable areas.<< ~~[[site plan approval for all Rapid Transit Zone stations:]]~~ All development in the >>applicable area<< ~~[[Rapid Transit Zone]]~~ shall be designed to contribute to the creation of a high-quality pedestrian environment within the zone and along its perimeter and provide direct logistical connections between the transit station and the adjacent neighborhood.

* * *

(E) *Site Review Procedure and Exhibits.* >>Applications for development shall be governed by the final review-ASPR procedures set forth in section 33C-3.1, which are incorporated by reference herein, and shall not be subject to the initial review procedures set forth therein.<< ~~[[Development proposal shall be submitted and reviewed as provided in Section 33-304, Code of Miami Dade County, and herein:]]~~

- (1) ~~*Preapplication Conference.* Prior to the filing of an application for site plan approval, the prospective applicant shall schedule a preapplication conference with the Miami Dade County Department of Planning and Zoning for preliminary review of a conceptual development plan. The Department of Planning and Zoning shall notify the Miami Dade Transit Agency, Miami Dade County and affected municipal Departments of Public Works, as well as other Miami Dade County and municipal agencies, as appropriate. Said agencies and departments shall be requested to provide current information about any government-planned street improvements, and any street section standards that would be applicable, on streets adjoining the proposed development site. The applicant shall bring to the conference a schematic development plan illustrating fundamentals of the proposed site design and architecture, addressing locations of existing and planned property lines, property ownership, public right of way, streets, transit platform, buildings and open spaces, and other essential elements of the proposed development with sufficient information to demonstrate an understanding of the intent, standards and criteria established in this section.~~

- (2) ~~*Application Exhibits.* The exhibits listed below shall be submitted with the formal application for site plan review. The Department shall review the application, including these exhibits, for completeness as required to determine compliance with all requirements of this Section. The Director is authorized to waive any of the items required because of the nature or timing of the development or because the information cannot be furnished at the time of this review, provided the Director determines that the information is not necessary to a determination of conformance with the requirements of the Section. The exhibits shall include the following:~~
 - (a) ~~Site plan(s) at a scale of not less than 1 inch equals 60 feet containing the following~~

information:

- (i) ~~Location of existing and planned streets and curb lines.~~
- (ii) ~~Location of lot lines and setbacks.~~
- (iii) ~~Location, shape, size, and height, as applicable, of existing and proposed buildings, open spaces, fencing, walls, projections, signage, and landscaping.~~
- (iv) ~~Location of on-street and off-street parking, loading facilities, and waste collection areas.~~
- (v) ~~Phase lines, if applicable.~~
- (vi) ~~Landscape plans, including specification of plant material, location, and size.~~
- (vii) ~~Floor plans and elevations of all structures, including total gross square foot area of each floor and all dimensions relating to the requirements of this Section.~~
- (viii) ~~Figures indicating gross and net acreage, and area to be dedicated for public right of way.~~
- (ix) ~~Square footage of each land use and total for the development.~~
- (x) ~~Total number of dwelling units and hotel guest rooms if applicable.~~
- (xi) ~~Amount of building coverage at ground level in square feet and percentage of net lot area.~~
- (xii) ~~Amount of open space required and provided, in square feet and percentage of net lot area.~~
- (xiii) ~~Number of parking spaces required and provided.~~
- (xiv) ~~Locations for loading and unloading of vehicular passengers.]]~~

- (F) *Conflicts with Other* ~~[[*Chapters and*]]~~ *Regulations*. This ~~>>chapter<<~~ ~~[[*article*]]~~ shall govern in the event of conflicts with other zoning, subdivision, or landscape regulations of ~~>>this code<<~~ ~~[[*the Zoning Code,*]]~~ or with the ~~>>public works manual<<~~ ~~[[*Miami Dade Public Works Department Manual*]]~~.

**Sec. 33C-9. - Downtown Intermodal District Corridor
>>Subzone<< [[Sub-Zone]].**

* * *

(D) >>Review and approval process for development in DID Corridor Subzone. Applications for development shall be governed by section 33C-3.1, which is incorporated by reference herein, except as follows:<< [[~~Pre-application conference.~~ The applicant shall participate in at least one pre-application conference with the Rapid Transit Development Impact Committee (RTDIC) prior to filing the application. The applicant shall provide a general outline of the proposal through schematics and sketch plans including narrative information sufficient for the understanding of the proposed development.

(E) Initial Review.

(1) ~~Following the pre-application conference, a request for approval of a general site development plan for development within the Downtown Intermodal District Corridor Subzone of the Rapid Transit Zone as provided in subsection 33C-9 herein, shall be made by filing an application with the Rapid Transit Developmental Impact Committee (RTDIC) in accordance with the provisions of Section 33-304. Said application shall be considered a special exception for approval of a general site development plan to be considered and acted upon directly by the Board of County Commissioners pursuant to the development regulations established in Section 33C-9. Applications shall comply with the procedural requirements of Section 33-304 of this code.]]~~

>>(1) The pre-application conference shall include three representatives from the City of Miami.

(2) Initial review.

(a) Following the pre-application conference, applications, including governmental

facilities, shall be presented to the RTDIC in accordance with section 33C-6 for a recommendation as to compliance with the requirements of this chapter.

(b) For purposes of this section, the City of Miami shall have three representatives on the RTDIC.

(c)<< Within >>60<< ~~[[sixty (60)]]~~ days after the filing of the application, ~~[[the RTDIC Staff Council shall review the application, and]]~~ the RTDIC shall issue a recommendation upon such application. The recommendation shall reflect the consensus of the members present.

>>(d)<< In the event that the City representatives present do not concur with a recommendation for approval, the recommendation shall be for denial. The recommendation shall be transmitted to the Board of County Commissioners for final action.

>>(e)<< In the event of a recommendation of denial by the RTDIC, approval of the application shall require the affirmative vote of 9 members of the Board of County Commissioners.

[[~~(2) *Phased development.* The intermodal characteristics of the DID Corridor Subzone serving the MetroRail, MetroMover, and MetroBus systems may require that the construction of infrastructure to serve future development be completed in phases. Where a phased development is requested, the Board of County Commissioners, in approving a phased site plan, shall specify building footprints, heights, density, intensity, and gross square footage of buildings that are identified on the site plan as future development parameters granted by the Board of County Commissioners. Specific land uses and design details of said future development may be reviewed and approved by the Rapid Transit~~

~~Developmental Impact Committee in subsequent phases pursuant to the Final Review criteria enumerated herein, provided the development parameters approved by the Board of County Commissioners in the phased site plan are not exceeded and the development regulations set forth herein are met.~~

- ~~(3) Required exhibits for Initial Development. The following exhibits shall be submitted with the application for a general site development plan:~~
- ~~(a) A narrative describing the project's scope, including but not limited to: vision statement, size of project and location, and prominent components of the development; phasing of the development if necessary; scale; relevance to the region; its connection to the surrounding urban context; economic impact on the local economy; design concept(s); significance of the project as a gateway to the community; and any additional information necessary to explain the development.~~
 - ~~(b) Schematic site plan(s) at a scale of not less than one (1) inch equals one hundred (100) feet indicating: prominent structural components of the development; permitted land uses; existing and proposed streets; major points of egress/ingress of the development; public open space locations and area in square feet; floor area ratio; pedestrian circulation; residential density; and square feet of retail, office, institutional, governmental, and other proposed land uses not to exceed the development thresholds contained in the administrative site plan development parameters included herein.~~
 - ~~(c) Information on adjoining and adjacent uses on a plan at a scale no less than one (1) inch equals one hundred (100) feet to indicate the relationship(s) between the proposed development and adjacent areas including,~~

~~but not limited to: existing land uses and their intensities; densities, vehicular and pedestrian circulation systems, blocks and lots, and unique geographical features.~~

- ~~(d) Perspectives, isometrics, elevations and other drawings illustrating proposed development.~~
- ~~(e) Any additional information specified by the Rapid Transit Development Impact Committee at the pre-application conference to evaluate the character and impact of the proposed development.~~

~~(F) *Final Review.*~~

~~(1)] >>(3)<< *Final Review for development of the Downtown Intermodal District Corridor Subzone.*~~

~~>>(a)<< Following approval of the special exception, final review for all or a portion of the development[~~], including phased development,~~] shall be made and approved administratively by the RTDIC in accordance with plans and documents approved by the Board of County Commissioners.~~

~~>>(b)<< The RTDIC review shall be guided by development >>and plan review<< standards established in >>this section<< ~~[[subparagraph 33C-9(F), herein, for an administrative site plan review (ASPR)]]~~.~~

~~>>(c)<< Applications for modification of a site plan approved pursuant to this section, including applications for approval of a subsequent phase of a previously approved phased site plan, shall be considered and acted upon administratively by the RTDIC >>at a public meeting but<< without the necessity of public hearing.~~

~~>>(d)<< In the event that the City representatives~~

present do not concur with approval of the application, the decision of the RTDIC shall be for denial.

>>(e) Any aggrieved or adversely affected party may appeal the decision of the RTDIC to the Board of County Commissioners pursuant to section 33-314.<< The affirmative vote of 9 members of the Board of County Commissioners shall be required to reverse a decision of denial by the RTDIC.

~~[(2) *Notice.* Mailed notices of the RTDIC Executive Council meeting shall be accomplished by placing in the United States mail a written notice to all property owners of record, as reflected on the Miami Dade County Property Appraiser's tax roll as updated, within five hundred (500) feet of the subject property. Such mailed notices shall contain general information, including, but not limited to, the date, time and place of the meeting, the property's location (and street address, if available), and nature of the application shall be sent no sooner than thirty (30) days and no later than twenty (20) days prior to the meeting. The property shall be posted no later than twenty (20) days prior to the meeting in a manner conspicuous to the public, by a sign or signs containing information including, but not limited to, the applied for zoning action, application number, and the time and place of the public meeting. The property owner shall be responsible for ensuring that the sign is maintained on the site until completion of the public meeting and for removal of the sign within two (2) weeks following completion of the public meeting. In addition, notice shall be published in a newspaper of general circulation in Miami Dade County, as follows: a full legal notice, to be published no later than twenty (20) days and no earlier than thirty (30) days prior to the meeting, to contain the date, time and place of the meeting, the property's location and street address, if available.~~

(3) ~~Required Exhibits. The following exhibits must be included with an application. It is provided,~~

~~however, that the Director shall have the authority to waive any of the items because of the nature or timing of the development or because the information cannot be furnished at the time of this review. The application shall be deemed complete if all items in this subsection are included in the application.~~

- ~~(a) Master plan at a scale of not less than 1 inch equals 100 feet, which shall include the following information:~~
 - ~~(i) Lot lines and setbacks.~~
 - ~~(ii) Proposed floor area of all permitted uses.~~
 - ~~(iii) Height, size, shape and location of existing and proposed buildings.~~
 - ~~(iv) Location of off street parking and layouts showing number of parking spaces required and provided.~~
 - ~~(v) Proposed grades if significantly altered.~~
 - ~~(vi) Signage, street and lot lighting, street and lot furniture.~~
 - ~~(vii) Total number of dwelling units and hotel rooms, if applicable.~~
 - ~~(viii) Location and amount of public/private open space required and provided.~~
 - ~~(ix) Phase lines, if applicable.~~
 - ~~(x) Figures indicating gross and net acreage, and areas to be dedicated for public rights-of-way.~~
 - ~~(xi) Vehicular and pedestrian circulation system including blocks, streets, major points of access into and out of the development, pedestrian crosswalks, medians, and on-street parking.~~
 - ~~(xii) Location of pedestrian access points, including connections to existing or proposed bridges, roadways, or sidewalk areas.~~
 - ~~(xiii) Location of loading facilities, waste collection areas, and other service areas.~~

- (xiv) ~~Locations for loading and unloading of vehicular passengers.~~
- (b) ~~Floor plans and elevations of all structures, including gross square footage of each floor.~~
- (c) ~~Sections of major structures.~~
- (d) ~~Isometries or perspectives of the proposed development.~~
- (e) ~~Landscape plan(s) in accordance with Chapter 18(A), except as modified herein.~~
- (f) ~~Such other design data as may be specified to satisfy a condition of approval of the Initial Review.~~

~~(G)]>>(E)<< Administrative Site plan development parameters.~~
The following development regulations shall apply to all development within the DID Corridor Subzone.

* * *

>>(F)<<[[~~(H)]~~] *Plan Review Standards.* The purpose of the site development standards is to encourage the creation of development within the Subzone that acts as a significant gateway for and destination to downtown Miami by designing and arranging buildings, public open space, transit and street circulation in a manner that foster round the clock pedestrian-activity, serves the local and regional transit demands of the community and contributes to the urban revitalization of the City of Miami.

* * *

[[~~(I)~~] *Platting.* ~~Separate parcels located within the DID Corridor Subzone and made subject to a unity of title or covenant in lieu of unity of title shall not be deemed a subdivision and shall be exempt from the platting requirements of Chapter 28.~~

(J) *Conflicts.* ~~The development review procedures, standards, and criteria set forth in this Section 33C-9 shall govern in the event of conflicts with other zoning, subdivision or~~

~~landscape regulations of the Miami Dade County Code or with the Miami Dade County Public Works and Waste Management Department Manual.~~

~~(K)~~>>(G)<< *Amendments.* At least six ~~[(6)]~~ weeks prior to the scheduled public hearing of any amendments to this >>section<< ~~[[Section]]~~ 33C-9, the County shall mail or e-mail a copy of the proposed ordinance to the City Clerk and the City Attorney of the City of Miami. The communication to the City shall include the date of the scheduled public hearing.

Sec. 33C-10. - Brickell Station >>Subzone<< ~~[[Sub-Zone]]~~.

* * *

(E) >> Review and approval process for development in Brickell Station Subzone. Applications for development shall be governed by the procedures for review and approval of development in the DID Corridor Subzone set forth in section 33C-9, which are incorporated by reference herein, except that the applicable development and plan review standards shall be those set forth in this section.<< ~~[[Initial Review.~~

~~(1) *Application.*— Following the pre-application conference, a request for approval of a general site development plan for development within the Brickell Station Sub-zone, shall be made by filing an application with the RTDIC in accordance with the provisions of Section 33-304. Said application shall be considered a special exception for approval of a general site development plan to be considered and acted upon directly by the Board of County Commissioners pursuant to the development regulations established in this section. Applications shall comply with the procedural requirements of Section 33-304 of this Code.~~

~~(2) *RTDIC recommendation.* Within 60 days after the filing of the application, the RTDIC Staff Council shall review the application, and the RTDIC shall issue a recommendation upon such application. The recommendation shall reflect the consensus of the~~

~~members present. In the event that the City representatives present do not concur with a recommendation for approval, the recommendation shall be for denial. The recommendation shall be transmitted to the Board of County Commissioners for final action. In the event of a recommendation of denial by the RTDIC, approval of the application shall require the affirmative vote of 9 members of the Board of County Commissioners.~~

- (3) ~~*Phased development.* Projects within the sub-zone may be constructed in phases, and the construction of public buildings and infrastructure to serve future development may accordingly need to be completed in phases. Where a phased development is requested, the Board of County Commissioners, in approving a phased site plan, shall specify building footprints, heights, density, intensity, and gross square footage of buildings as future development parameters. The RTDIC may review and approve specific land uses and design details of said future development in subsequent phases pursuant to the Final Review criteria enumerated herein, provided that the development parameters approved by the Board of County Commissioners in the phased site plan are not exceeded and that the development regulations set forth herein are met.~~

- (4) ~~*Required exhibits for Initial Development.* The following exhibits shall be submitted with the application for a general site development plan:~~
 - (a) ~~A narrative describing the project's scope, including but not limited to: vision statement, the project's consistency with the intent and purpose of these regulations, size of project and location, and prominent components of the development; phasing of the development if necessary; scale; relevance to the region; its connection to the surrounding urban context; economic impact on the local economy; design concept(s); significance of the project as a gateway to the community; and any additional information necessary to explain the development.~~

- ~~(b) Schematic site plan(s), at a scale of not less than 1 inch equals 100 feet, indicating: prominent structural components of the development; permitted land uses; existing and proposed streets; major points of egress/ingress of the development; public open space locations and area in square feet; floor area ratio; pedestrian circulation; residential density; and square feet of retail, office, institutional, governmental, and other proposed land uses, not to exceed the development thresholds contained in the administrative site plan development parameters included herein.~~
 - ~~(c) Information on adjoining and adjacent uses, on a plan at a scale no less than 1 inch equals 100 feet, to indicate the relationship(s) between the proposed development and adjacent areas including, but not limited to: existing land uses and their intensities; densities, vehicular and pedestrian circulation systems, blocks and lots, and unique geographical features.~~
 - ~~(d) Perspectives, isometries, elevations and other drawings illustrating proposed development.~~
 - ~~(e) Any additional information specified by the RTDIC at the pre-application conference to evaluate the character and impact of the proposed development.~~
- (F) *Final Review.*
- ~~(1) *Final Review for development of the Brickell Subzone.* Following approval of the special exception, final review for all or a portion of the development, including phased development, shall be made and approved administratively by the RTDIC in accordance with the plans and documents approved by the Board of County Commissioners. The RTDIC review shall be guided by development standards established in this section. Applications to~~

~~modify a site plan approved pursuant to this section, including applications to approve a subsequent phase of a previously approved phased site plan, shall be considered and acted upon administratively by the RTDIC without the necessity of public hearing.~~

~~(2) In the event that the City representatives present do not concur with approval of the application, the decision of the RTDIC shall be for denial. The affirmative vote of 9 members of the Board of County Commissioners shall be required to reverse a decision of denial by the RTDIC.~~

~~(3) *Notice.*~~

~~(a) Mailed notices of the RTDIC Executive Council meeting shall be accomplished by placing in the United States mail a written notice to all property owners of record, as reflected on the Miami Dade County Property Appraiser's tax roll as updated, within 500 feet of the subject property. Such mailed notices shall contain general information, including, but not limited to, the date, time and place of the meeting, the property's location (and street address, if available), and nature of the application shall be sent no sooner than 30 days and no later than 20 days prior to the meeting.~~

~~(b) The property shall be posted no later than 20 days prior to the meeting in a manner conspicuous to the public, by a sign or signs containing information including, but not limited to, the applied for zoning action, application number, and the time and place of the public meeting. The property owner shall be responsible for ensuring that the sign is maintained on the site until completion of the public meeting and for removal of the sign within two weeks following completion of the public meeting.~~

~~(c) In addition, notice shall be published in a newspaper of general circulation in Miami-~~

~~Dade County, as follows: a full legal notice, to be published no later than 20 days and no earlier than 30 days prior to the meeting, to contain the date, time and place of the meeting, the property's location and street address, if available.~~

- ~~(4) *Required Exhibits.* The following exhibits must be included with an application. It is provided, however, that the Director of the Department shall have the authority to waive any of the items because of the nature or timing of the development or because the information cannot be furnished at the time of this review. The application shall be deemed complete if all items in this subsection are included in the application.~~
- ~~(a) Master plan, at a scale of not less than 1 inch equals 100 feet, which shall include the following information:
 - ~~(i) Lot lines and setbacks.~~
 - ~~(ii) Proposed floor area of all permitted uses.~~
 - ~~(iii) Height, size, shape, and location of existing and proposed buildings.~~
 - ~~(iv) Location of off-street parking and layouts showing number of parking spaces required and provided.~~
 - ~~(v) Proposed grades if significantly altered.~~
 - ~~(vi) Signage, street and lot lighting, and street and lot furniture.~~
 - ~~(vii) Total number of dwelling units and hotel rooms, if applicable.~~
 - ~~(viii) Location and amount of open space required and provided.~~
 - ~~(ix) Phase lines, if applicable.~~
 - ~~(x) Figures indicating gross and net acreage, and areas to be dedicated for public rights of way.~~
 - ~~(xi) Vehicular and pedestrian circulation system, including blocks, streets, major points of access into and out of the development, pedestrian~~~~

- ~~crosswalks, medians, and on street parking.~~
- ~~(xii) Location of pedestrian access points, including connections to existing or proposed bridges, roadways, or sidewalk areas.~~
- ~~(xiii) Location of loading facilities, waste collection areas, and other service areas.~~
- ~~(xiv) Locations for loading and unloading of vehicular passengers.~~

- ~~(b) Floor plans and elevations of all structures, including gross square footage of each floor.~~

- ~~(c) Sections of major structures.~~

- ~~(d) Isometries or perspectives of the proposed development.~~

- ~~(e) Landscape plan(s) in accordance with Chapter 18(A), except as modified herein.~~

- ~~(f) Such other design data as may be specified to satisfy a condition of approval of the Initial Review.~~

~~(G)]] Administrative Site plan development parameters. The following development regulations shall apply to all development within the sub-zone.~~

~~* * *~~

~~>>(E)<<[[(H)]] Plan Review Standards. The purpose of the plan review standards is to encourage the creation of development within the Brickell Subzone that is consistent with the intent and purposes of these regulations, acts as a significant gateway for and destination to the Brickell area, and facilitates its future growth by designing and arranging buildings, public open space, transit, and street circulation in a manner that fosters around-the-clock pedestrian activity, serves the local and regional transit demands of the community, contributes to the urban revitalization of the City of Miami, and encourages public service, infrastructure, or public benefit components to address the needs of a growing population.~~

* * *

~~[(H)] *Platting.* Separate parcels located within the sub-zone and made subject to a unity of title or covenant in lieu of unity of title shall not be deemed a subdivision and shall be exempt from the platting requirements of Chapter 28.~~

~~(J) *Conflicts.* The development review procedures, standards, and criteria set forth in this Section 33C-10 shall govern in the event of conflicts with other zoning, subdivision or landscape regulations of the Miami-Dade County Code or with the Miami-Dade County Public Works Manual.~~

~~(K)]~~ >>(F)<< *Amendments.* At least six ~~[(6)]~~ weeks prior to the scheduled public hearing of any amendments to this >>section<< ~~[[Section]]~~ 33C-10, the County shall mail or e-mail a copy of the proposed ordinance to the City Clerk and the City Attorney of the City of Miami. The communication to the City shall include the date of the scheduled public hearing.

Sec. 33C-11. - Government Center Subzone.

* * *

(D) *Development regulations.* The following development regulations shall apply to all development within the sub-zone.

* * *

(2) Setbacks, floor plate, and lot size:

(a) Due to the unique characteristics associated with the high-density or high-intensity, mixed-use developments contemplated for this subzone, there shall be no minimum setback from ~~[[streets,]]~~ interior/rear property lines~~[[,]]~~ and park rights-of-way>>, and the street setback shall be no more than is necessary to ensure a minimum 15-foot-wide continuous sidewalk along all streets.

- (i) The street setback may be further reduced to accommodate a sidewalk width of 10 feet if approved pursuant to the plan review required by subsection (F).
- (ii) No street setback shall be required where a colonnade open to the street is provided with an equivalent sidewalk area, which sidewalk area may be reduced to 10 feet if approved pursuant to the plan review required by subsection (F)<<.

* * *

- (F) *Plan Review Standards.* These plan review standards are intended to: (i) encourage the creation of development within the Government Center Subzone, which acts as a significant gateway for, and destination to, the Miami-Dade Government Center area; and (ii) facilitate future growth in the Government Center Subzone by designing and arranging buildings, public open space, transit, and street circulation in a manner that fosters around-the-clock pedestrian activity, serves the local and regional transit demands of the community, and contributes to the urban revitalization of the downtown area.

* * *

- (7) >>For developments located in the City of Miami, proposed<< ~~[[Proposed]]~~ building scale should be in harmony with building scales allowed by applicable City of Miami regulations for surrounding properties.

- >>(8)<< Buildings and their landscapes shall be built to the sidewalk edge in a manner that frames the adjacent street to create public space in the street corridor that is comfortable and interesting, as well as safe for pedestrians. Architectural elements at street level shall have abundant fenestration, windows and doors and design elements that create interest for the pedestrian.

>>(9)<<[[(8)]] Proposed development in the subzone shall provide connections via bridges, paths, sidewalks, or a combination of such features to adjacent or nearby Metrorail and Metromover systems >>and other transit facilities<< .

* * *

(G) *Review and approval process.* >>Applications for development shall be governed section 33C-3.1, which is incorporated by reference herein, except that the applicable development and plan review standards shall be those set forth in this section.<< ~~[[Notwithstanding any other provisions in this chapter, the review procedure for development within the Government Center Subzone shall be as follows:~~

(1) *Initial Review:*

- (a) ~~Pre-application Conference. The applicant shall participate in at least one pre-application conference coordinated by the Department with the participation of the members of the Developmental Impact Committee as provided in Section 33-303.1(A)(1) to (9) (the "DIC Lower Council").~~
- (b) ~~Following the pre-application conference, the uses enumerated in section 33C-3(B)(2), and civic uses permitted under subsection 33C-11(C)(2) that are governmental facilities as defined in section 33-303(b)(1), may be approved in accordance with the procedures for approval of governmental facilities set forth in section 33-303.~~
- (c) ~~Application for public hearing. Following the pre-application conference, a request to approve development of the uses enumerated in subsection 33C-11(C)(2) within the Government Center Subzone, except civic uses to the extent provided above, shall be made by filing an application with the Department in accordance with the~~

~~provisions of Section 33-304. Said application shall be considered a special exception for a general development plan to be considered and acted upon directly by the Board of County Commissioners pursuant to the development regulations established in this section. Applications shall be subject to the procedures set forth in Chapter 33, Article XXXVI.~~

~~(d) Required exhibits. The following exhibits shall be submitted with the application:~~

~~(i) Written exhibits: A narrative describing the properties to be included within the site plan, vision statement, consistency with the intent and purpose of these regulations, statement of conformance with these regulations, overall size and location, relevance to the region, connection to the surrounding urban context and rapid transit system, economic impact on the local economy, and any additional information necessary to explain the development.~~

~~(ii) Graphic exhibits: A plan depicting the properties to be included in the subzone, the roadway network surrounding the properties, the pedestrian connections to the Government Center Metrorail Station, size and folio of each property, and any additional information specified at the pre-application conference to evaluate the character and impact of the proposed development.~~

~~(2) *Final Review Administrative Site Plan Review.* Following initial review in accordance with the provisions above, final review for all or a portion of the development within this subzone shall be considered administratively by the Department~~

~~through an application for administrative site plan review ("ASPR") in accordance with the following procedure:~~

- ~~(a) The Department shall review plans, including the exhibits listed below, for completeness and compliance with the applicable provisions of this chapter and for compliance with the site plan review criteria provided herein.~~
- ~~(b) Additionally, all applications shall be reviewed by the County departments that comprise the Lower Council DIC and other relevant County entities for potential impacts on infrastructure and other services resulting from the application. If the application indicates impacts on services and infrastructure provided by any of the foregoing, the applicant shall meet with the affected department or entity to discuss potential mitigation of the impacts and shall submit evidence to the Department of such discussion.~~
- ~~(c) The Director shall issue a final decision within 21 days of the date of submission of the completed application. The applicant shall have the right to extend the 21-day period by an additional 21 days upon request made in writing to the Department. The Department shall have the right to extend the 21-day period by written notice to the applicant that additional information is needed. Denials shall be in writing and shall specifically set forth the grounds for the denial.~~
- ~~(d) Any final decision of the Director may be appealed in accordance with Section 33-314 pertaining to appeals of administrative decisions.~~
- ~~(e) Required Exhibits. The following exhibits must be included with an application.~~

~~Exhibits shall be prepared by registered architects and landscape architects and shall include the information set forth below. It is provided, however, that the Director may waive any of the items required because of the nature or timing of the development or because the information cannot reasonably be furnished at the time of review.~~

- ~~(i) Dimensioned site plans indicating, as a minimum, the following information:
 - ~~(a) Lot lines and setbacks;~~
 - ~~(b) Location, shape, size and height of existing and proposed buildings, structures, open spaces/recreational facilities and other physical features that are proposed;~~
 - ~~(c) Floor Area Ratio;~~
 - ~~(d) Total square footage for each use by type, as applicable (i.e. residential uses, office uses), and total number of residential units;~~
 - ~~(e) Existing and proposed fences, walls, architectural accents, or street furniture, if applicable, and building exterior finish material;~~
 - ~~(f) Landscape plans, including total number of trees required and provided, specifications of species of plant material, location, and size in accordance with this section and Chapter 18A;~~~~

- (g) ~~Vehicular and pedestrian circulation systems including connections to existing or proposed roadway and sidewalk system and locations for loading and unloading of vehicular passengers;~~
 - (h) ~~Location of on-street and off-street parking, including total number of parking spaces required and provided;~~
 - (i) ~~Location of loading facilities;~~
 - (j) ~~Location of space for storage and collection of solid waste and recyclable material;~~
 - (k) ~~Proposed grades if significantly altered;~~
 - (l) ~~Location of backflow prevention devices and connections;~~
 - (m) ~~Indication of any site design methods used to conserve energy;~~
 - (n) ~~Existing and proposed signs, and locations of advertising or graphic features, if applicable;~~
 - (o) ~~Sketches of design elements to be used for buffering surrounding uses, if applicable; and~~
 - (p) ~~Development phase lines.~~
- (ii) ~~Floor plans and elevations of all structures and other major design elements, providing isometries or perspectives and, for residential~~

~~uses, floor plans and elevations for typical units.~~

- (H) ~~*Platting.* Separate parcels located within the subzone and made subject to a unity of title or covenant in lieu of unity of title in accordance with Section 33-257 shall not be deemed a subdivision and shall be exempt from the platting requirements of Chapter 28.~~
- (I) ~~*Conflicts.* The development review procedures, standards, and criteria set forth in this section shall govern in the event of conflicts with other zoning, subdivision, or landscape regulations of this Code or with the Miami Dade County Public Works Manual.]]~~

Sec. 33C-12. - Historic Overtown/Lyric Theatre Station Subzone.

* * *

- (D) *Procedures for approval and development standards.*
 - (1) Applications for development in the subzone shall be governed by the ~~[[pre-application and application]]~~ procedures and development standards relating to the >>DID Corridor<< ~~[[Brickell Station]]~~ Subzone, including the requirements for a supermajority vote of the Board in certain circumstances, as set forth in section >>33C-9<< ~~[[33C-10(D), (E), (F), (G), and (H)]]~~, which are incorporated by reference herein.
 - (2) Notwithstanding the foregoing, County-owned properties in the subzone, as identified on Exhibit 20, shall be governed by the ~~[[pre-application and application]]~~ procedures and development standards relating to the Government Center Subzone, as set forth in section 33C-11(D), (E), (F), and (G), which are incorporated by reference herein.
- ~~[[E)] *Platting.* Separate parcels located within the subzone and made subject to a unity of title or covenant in lieu of unity of title shall not be deemed a subdivision and shall be exempt from the platting requirements of Chapter 28.~~

~~(F) *Conflicts.* The development review procedures, standards, and criteria set forth in this section shall govern in the event of conflicts with other zoning, subdivision, or landscape regulations of this code or with the Miami-Dade County Public Works Manual.]]~~

* * *

Sec. 33C-14. - Santa Clara Station Subzone.

* * *

(D) *Procedures for approval and development standards.*

(1) Applications for development in the subzone shall be governed by the ~~[[pre-application and application]]~~ procedures and development standards relating to the >>DID Corridor<< ~~[[Brickell Station]]~~ Subzone, including the requirements for a supermajority vote of the Board in certain circumstances, as set forth in section >>33C-9<< ~~[[33C-10(D), (E), (F), (G), and (H)]]~~, which are incorporated by reference herein.

(2) Notwithstanding the foregoing, any County-owned properties in the subzone shall be governed by the ~~[[pre-application and application]]~~ procedures and development standards relating to the Government Center Subzone, as set forth in section 33C-11(D), (E), (F), and (G), which are incorporated by reference herein.

* * *

~~[[E) *Platting.* Separate parcels located within the subzone and made subject to a unity of title or covenant in lieu of unity of title shall not be deemed a subdivision and shall be exempt from the platting requirements of Chapter 28.~~

~~(F) *Conflicts.* The development review procedures, standards, and criteria set forth in this section shall govern in the event of a conflict with other zoning, subdivision, or landscape regulations of this code or with the Miami-Dade County Public Works Manual.]]~~

Sec. 33C-15. Metromover Subzone.

* * *

(D) *Procedures for approval and development standards.* Applications for development in the subzone shall be governed by the ~~[[pre-application and application]]~~ procedures and development standards relating to the Government Center Subzone, as set forth in section 33C-11(D), (E), (F), and (G), which are incorporated by reference herein.

* * *

~~[(E) *Platting.* Separate parcels located within the subzone and made subject to a unity of title or covenant in lieu of unity of title shall not be deemed a subdivision and shall be exempt from the platting requirements of chapter 28.~~

~~(F) *Conflicts.* The development review procedures, standards, and criteria set forth in this section shall govern in the event of a conflict with other zoning, subdivision, or landscape regulations of this code or with the Miami-Dade County Public Works Manual.]~~

Sec. 33C-16. - Dolphin Station Subzone.

* * *

(D) *Procedures for approval and development standards.* Applications for development in the subzone shall be governed by the ~~[[pre-application and application]]~~ procedures and development standards relating to the Government Center Subzone, as set forth in Section 33C-11(D), (E), (F), and (G), which are incorporated by reference herein, subject to the following:

* * *

~~[(E) *Platting.* Separate parcels located within the subzone and made subject to a unity of title or covenant in lieu of unity of~~

~~title shall not be deemed a subdivision and shall be exempt from the platting requirements of Chapter 28.~~

- (F) ~~*Conflicts.* The development review procedures, standards, and criteria set forth in this section shall govern in the event of a conflict with other zoning, subdivision, or landscape regulations of this code or with the Miami Dade County Public Works Manual.]]~~

>>**Sec. 33C-17. – Palmetto Station Subzone.**

- (A) *Purpose and Intent.* The following development review standards and criteria shall govern applications for initial plan approval of the general site development plan, and applications for final site plan review, for all development to be located within the boundaries of the Palmetto Station Subzone established in this section. These standards are consistent with, and support, the CDMP’s policies requiring development of rapid transit station sites and surrounding properties based on the density and intensity standards applicable to community urban centers.
- (B) *Boundaries.* The Palmetto Station Subzone of the Rapid Transit Zone is hereby established; the boundaries of the subzone are identified in Exhibit 24 of section 33C-2. The legal description and a full-scale map of the boundaries are on file with the Department.
- (C) *Permitted Uses.* Permitted uses shall be in accordance with section 33C-11(C) relating to the Government Center Subzone, which is incorporated by reference herein, subject to the following:
- (1) Notwithstanding the maximum density permitted by the CDMP, residential density shall not exceed 125 dwelling units per acre.
 - (2) The following additional uses are permitted:
 - (a) Hospitals;
 - (b) Laboratories;
 - (c) Life science uses;

- (d) Nursing homes;
- (e) Schools; and
- (f) Urgent care centers.

(D) Procedures for approval and development standards. Applications for development in the subzone shall be governed by the procedures and development standards relating to the Government Center Subzone, as set forth in Section 33C-11(D), (E), (F), and (G), which are incorporated by reference herein, subject to the following:

- (1) Parking. Notwithstanding any provision to the contrary, residential uses shall provide at least 1 space per dwelling unit.
- (2) Building Height. The maximum building height shall be the lower of 25 stories or the maximum allowed by MDAD in accordance with article XXXVII of chapter 33.
- (3) Signs. Notwithstanding any provision to the contrary, murals shall not be allowed in this subzone.
- (4) Architectural Expression. Notwithstanding any other provision to the contrary, the minimum glazing for building facades facing public and private street rights-of-way or public open space or both shall be 30 percent.<<

Section 2. Section 33-314 of the Code of Miami-Dade County, Florida is hereby amended as follows:

Sec. 33-314. Direct applications and appeals to the County Commission.

* * *

(C) The County Commission shall have jurisdiction to directly hear other applications as follows:

* * *

- (6) Applications for appeals of administrative decisions.
- >>(a)<< Upon application, hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the interpretation of any portion of the regulations >>of this chapter or chapter 33C<<, or of any final decision adopted by resolution >>pursuant those chapters<<, except appeals of administrative site plan review, or appeals of administrative variances pursuant to the provisions of >>section<< ~~[[Section]]~~ 33-36.1, >>where this chapter provides for such<< ~~[[said]]~~ appeals first being under the jurisdiction of the Community Zoning Appeals Board (CZAB).
- >>(b)<< It is provided, however, that where zoning requests that would ordinarily be heard before the CZAB are joined with a request for an appeal of an administrative decision, the zoning requests shall remain pending before the CZAB until the appeal of the administrative decision has been determined by the County Commission.

* * *

- (9) Upon application for, hear and decide appeals of decisions of the Rapid Transit Developmental Impact Committee pursuant to chapter 33C.

* * *

- (20) Applications >>for development in the RTZ District, or for review of decisions regarding development in the RTZ District, as<< ~~[[for special exception for a general site development plan within the Government Center Subzone or Metromover Subzone of the Rapid Transit Zone, or as otherwise]]~~ provided in chapter 33C.

* * *

Section 3. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency: _____

Prepared by: _____

Dennis A. Kerbel

Prime Sponsor: Vice-Chairman Oliver G. Gilbert, III



AGENDA MEMORANDUM

Meeting Date: 09/02/2014

To: Mayor and Council

Via: Ron Gorland, City Manager

From: William Alonso, Assistant City Manager/ Finance Director

Subject: Operation of Golf Carts on City Streets

As requested by Council, we have confirmed the feasibility of operating golf carts on city streets and have provided the attached summary worksheet (Attachment A).

- Column A shows what may currently be done under the law without requiring any action on our part.
- Column B will require the City to expend approx. \$20,000 for a traffic study as well as approx. \$35,000 for signage. The City will also need to set up an inspection process (which results in additional costs that can be offset by inspection revenues) and establish fees for inspections and annual renewals.
- Column C is will require the expenditures stated above in second bullet point, but will be of significant risk to the City since plain golf carts will be allowed without extra equipment. The Florida League will not provide coverage to the City under this scenario.

I am also enclosing attachment B which is a memorandum from Chief Baan and his concerns and recommendations regarding this subject. Attachment C is a memorandum from City Attorney Jan Seiden dated back in November of 2011 when this issue was first considered.

GOLF CART USAGE ALTERNATIVES

	A	B	C
	NO ACTION NEEDED-CURRENT LAW	OPTION #1	OPTION #2
VEHICLE TYPE	LOW SPEED VEHICLE-STREET LEGAL	SAFETY EQUIPPED "GOLF CART"	PLAIN "GOLF CART" NO EXTRA EQUIPMENT
ORDINANCE NECESSARY	NO	YES	YES
REGISTRATION/INSURANCE REQUIRED	YES	NO	NO
LOCAL SAFETY INSPECTION	NO	YES	NO
COST TO CITY	NO COST TO CITY	* \$35,000 IN STREET SIGNAGE REQUIRED *\$20K FOR TRAFFIC STUDY TO DETERMINE SAFE ROADWAYS * COST OF INSPECTION PROGRAM	* \$35,000 IN STREET SIGNAGE REQUIRED *\$20K FOR TRAFFIC STUDY TO DETERMINE SAFE ROADWAYS
COST TO CART OWNER	* RESIDENT WOULD NEED TO PURCHASE INSURANCE *VEHICLE WOULD NEED TO BE REGISTERED *SPEND \$300 TO \$600 FOR A SAFETY EQUIPMENT *CAN BE PURCHASED FULLY EQUIPPED	* SPEND \$300 TO \$600 FOR SAFETY EQUIPMENT *INITIAL INSPECTION FEE AND ANNUAL RENEWALS *CAN BE PURCHASED FULLY EQUIPPED	NO ADDITIONAL COST TO RESIDENT
LIABILITY RISK TO CITY	MINIMAL RISK	SOME RISK	SIGNIFICANT RISK-NO COVERAGE FROM LEAGUE

Attachment A

Attachment B



Miami Springs
Police Department

Memorandum

To: Ronald K. Gorland, City Manager

From: Peter G. Baan, Chief of Police

A handwritten signature in black ink, appearing to read "Peter G. Baan".

Subject: Golf Carts on City Streets

Date: 04/21/2014

At the 01/27/2014 Council Meeting, the City Council discussed the feasibility of allowing golf carts to be operated on the streets of Miami Springs. Florida State Statute 316.212 gives municipalities the authority to allow the operation of non-licensed golf carts on certain roadways within their jurisdiction by enacting a local ordinance. However, per FSS 316.212, before enacting such legislation, the municipality must make a determination that golf carts can be safely operated on the designated streets, and signs must be posted to designate where such operation is allowed.

Because of the high traffic volume and speed limits, certain streets within the city would not be appropriate for the safe operation of golf carts. In addition, the layout of the roadways is such that it would be particularly difficult to designate specific streets where the operation of golf carts is allowed. This would at the very least require a huge number of signs to designate which streets are open to golf carts and which streets are not. In my opinion, the following streets are not safe for golf cart operation:

- NW 36 St.
- Lejeune Rd.
- Coolidge Dr.
- Kenmore Dr.
- Sheridan Dr.
- East Dr.
- S. Royal Poinciana
- Curtiss Parkway
- North Royal Poinciana

In my opinion, for safety and liability reasons, the City should not allow golf carts on the City's roadways, since the operation of "Low-speed Vehicles", which are essentially street legal, licensed golf carts, is provided for in the Florida Statutes. These "Low-speed Vehicles" can be

Attachment B

purchased ready to register with all of the necessary lighting and safety equipment already installed. A standard golf cart can be converted to a “Low-speed Vehicle” by having the required equipment installed and following the required registration and inspection procedure. “Low-speed Vehicles” must be licensed and insured to be legally operated on any Florida roadway. Kits to convert a golf cart to a “Low-speed Vehicle” are available for \$200.00 to \$500.00, plus installation. The one-time inspection fee is approximately \$40.00 and the annual registration fee is approximately \$30.00. Insurance costs will vary widely based on driving record and the specific type and amount of coverage. I have obtained verbal insurance quotes which vary between \$400.00 and \$1,000.00 per year.

If the Council decides to adopt an ordinance to allow non-licensed golf carts on city streets, I recommend the following requirements as a minimum; They should only be driven by a licensed driver, age 16 and over, from dawn to dusk hours only, and should only be allowed on city streets designated for their use. The carts should be equipped with proper safety equipment including headlamps, stop lamps, turn signal lamps, and tail lamps, rear and side reflectors, horn, parking brakes, rearview mirrors, windshield and seat belts.

Prior to enacting such an ordinance, in order to comply with FSS 316.212, I believe the City would have to obtain an expert opinion from a traffic engineer to determine which streets, if any, are suitable for golf cart operation. In addition, the location of regulatory sign placements would have to be researched to ensure that streets that are available for golf cart operation are clearly designated and those where cart operation is not allowed are also clearly marked.

Florida Statutes:

316.212

Operation of golf carts on certain roadways.—

The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

- (1) A golf cart may be operated only upon a county road that has been designated by a county, or a municipal street that has been designated by a municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

316.2122

Operation of a low-speed vehicle or mini truck on certain roadways.—

The operation of a low-speed vehicle as defined in s. 320.01 or a mini truck as defined in s. 320.01 on any road is authorized with the following restrictions:

- (1) A low-speed vehicle or mini truck may be operated only on streets where the posted speed limit is 35 miles per hour or less. This does not prohibit a low-speed vehicle or

mini truck from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour.

(2) A low-speed vehicle must be equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers.

(3) A low-speed vehicle or mini truck must be registered and insured in accordance with s. 320.02 and titled pursuant to chapter 319.

(4) Any person operating a low-speed vehicle or mini truck must have in his or her possession a valid driver license.

(5) A county or municipality may prohibit the operation of low-speed vehicles or mini trucks on any road under its jurisdiction if the governing body of the county or municipality determines that such prohibition is necessary in the interest of safety.

(6) The Department of Transportation may prohibit the operation of low-speed vehicles or mini trucks on any road under its jurisdiction if it determines that such prohibition is necessary in the interest of safety.

320.01

Definitions, general.—

As used in the Florida Statutes, except as otherwise provided, the term:

(22) “Golf cart” means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.

(41) “Low-speed vehicle” means any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles. Low-speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and s. 316.2122.

Attachments

Florida
Department of Highway Safety
and Motor Vehicles
Division of Motor Vehicles

PROCEDURE TL-63	SUBJECT: LOW-SPEED VEHICLES <u>AND MINI-TRUCKS</u>
DESCRIPTION AND USE: THIS PROCEDURE PROVIDES INFORMATION AND INSTRUCTIONS TO TAX COLLECTOR EMPLOYEES, LICENSE PLATE AGENCY EMPLOYEES, AND THE DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES IN IMPLEMENTING REQUIREMENTS TO PROCESS CERTIFICATE OF TITLE APPLICATIONS INVOLVING LOW-SPEED VEHICLES, GOLF CARTS CONVERTED TO LOW-SPEED VEHICLES, <u>OR MINI-TRUCKS</u> .	
I. PROVISIONS OF LAW: Section 316.2122, Florida Statutes, provides that the operation of a low-speed vehicle, as defined in section 320.01(42), on any road as defined in section 334.03(15) or (33), is authorized with the following restrictions: <ul style="list-style-type: none"> a. A low-speed vehicle <u>or mini-truck</u> may be operated only on streets where the posted speed limit is 35 miles per hour or less. This does not prohibit a low-speed vehicle <u>or mini-truck</u> from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour. b. A low-speed vehicle <u>or mini-truck</u> must be equipped with headlamps, stop lamps, turn signal lamps, tail lamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers. c. A low-speed vehicle <u>or mini-truck</u> must be registered and insured in accordance with section 320.02, Florida Statutes <u>and titled pursuant to chapter 319, Florida Statutes</u>. d. Any person operating a low-speed vehicle must have in his or her possession a valid driver license. e. A county or municipality may prohibit the operation of low-speed vehicles <u>or mini-trucks</u> on any road under its jurisdiction if the governing body of the county or municipality determines that such prohibition is necessary in the interest of safety. f. The Department of Transportation may prohibit the operation of low-speed vehicles <u>or mini-trucks</u> on any road under its jurisdiction if it determines that such prohibition is necessary in the interest of safety. 	
Revision(s) to this procedure: Updated entire procedure with information regarding mini-trucks.	
DIVISION DIRECTOR	EFFECTIVE DATE
	REVISION DATE
	PAGE #
	Immediately
	06/04/09
	TL-63-01

STATE OF FLORIDA
Florida Motor Vehicles

PROCEDURE # TL-63	SUBJECT: LOW-SPEED VEHICLES
<p>Section 320.01 (42), Florida Statutes, defines “Low-speed vehicle” as any four-wheeled electric vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including neighborhood electric vehicles. Low-speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and s. 316, Florida Statutes.</p> <p><u>Section 320.01 (45), Florida Statutes, defines “Mini-Truck” as any four-wheeled, reduced-dimension truck that does not have a National Highway Traffic Safety Administration truck classification, with a top speed of 55 miles per hour.</u></p> <p>II. GENERAL INFORMATION:</p> <p>The U. S. Department of Transportation National Highway Safety Administration has included in the definition of “motor vehicle” a new category called “low-speed vehicles (LSV),” which includes the neighborhood electric vehicle. The top speed at which LSV’s are allowed to travel is 25 miles per hour. They may not be operated on public roads where the minimum speed for that road exceeds 35 miles per hour and must weigh LESS THAN 2,500 pounds.</p> <p><u>The top speed at which mini-trucks are allowed to travel is 55 miles per hour. Although they are equipped to travel at speeds up to 55 miles per hour, they may NOT be operated on public roads where the maximum speed for that road exceeds 35 miles per hour.</u></p> <p>New “low-speed” vehicles <u>and mini-trucks</u> are issued a Manufacturer’s Certificate of Origin (MCO) by the manufacturer with a standard 17 digit vehicle identification number (VIN) and a statement that the vehicle conforms to Federal Regulations under Title 49 CFR Part 571.500. These vehicles are titled and registered in the same manner as any motor vehicle. The body type of the LSV must be either “two passenger (2P)” or “four passenger (4P).” Choosing either of these two selections creates the “low-speed vehicle” brand in FRVIS. <u>The body type of the mini-trucks must be “MT.” (See memo “Work Arounds for 2009 Legislative Changes Effective July 1, 2009” dated June 29, 2009 for a workaround until programming is updated in the September 2009 Release.)</u></p> <p>NOTE: FRVIS currently has only two options for the body type of an LSV (2P or 4P). However, there are some low-speed vehicles that are six (6) and nine (9) passenger vehicles. Therefore, if you receive an MCO that shows 6 or 9 passenger, use the body type of 4P until programming has been completed to add 6P & 9P as an additional body type.</p> <p><u>Most</u> low-speed vehicles <u>are</u> electric; therefore, the use type for electric vehicle must be selected. The title will print with the primary brand of “Low-speed Veh” and the word “electric” will print in the “model” space on the title. <u>Mini-trucks are considered low-speed vehicles (even though they are not branded); however they are generally not electric and should not be marked as such.</u> Any low-speed vehicle with four wheels will be registered as an auto (AU) according to the weight. If the vehicle is “for-hire,” the appropriate class code will be assigned according to the vehicle’s weight.</p> <p>NOTE: Any LSV which was titled prior to FRVIS was not branded as a “Low-speed Veh,” therefore; these vehicles should be branded when the title is submitted for transfer to a new owner.</p>	
PAGE # TL-63-02	REVISION DATE 06/04/09

STATE OF FLORIDA
Florida Motor Vehicles

PROCEDURE # TL-63	SUBJECT: LOW-SPEED VEHICLES
<p>III. DOCUMENTATION AND SPECIAL INSTRUCTIONS:</p> <p>A. For documentation required, refer to:</p> <ol style="list-style-type: none">1. Procedure TL-10 when the application is for an original certificate of title.2. Procedure TL-11 when the application is for a transfer of a certificate of title.3. Procedure TL-05 when the application is for a duplicate certificate of title.4. Procedure TL-12 when the application is for a duplicate with transfer certificate of title. <p>B. GOLF CARTS CONVERTED TO LOW SPEED VEHICLES</p> <p>Golf carts are NOT allowed to be titled or registered. However, NHTSA allows for a golf cart to be converted to an "electric low speed vehicle." The converted low-speed vehicle must be in its completed state before applying for a certificate of title. The application and all documentation (see list below) must be submitted to a DMV Regional office servicing the area in which the applicant resides. The applicant can locate an address and telephone number for the DMV Regional Office assigned to their county by choosing the appropriate county at the following link:</p> <p>http://www.flhsmv.gov/offices/</p> <p>The compliance examiner will review the paperwork and inspect the vehicle. When the documentation has been reviewed and found to be in order, an FLA number will be assigned to the converted low-speed vehicle. The "year" for the vehicle will be the year it is converted, the make will be "ASPT" and the body type will be 2P, 4P, etc.</p> <p>The following are the required documents:</p> <ol style="list-style-type: none">1. The original MCO completed for transfer to the applicant or a bill of sale to the applicant for the golf cart.2. Form HSMV 82040, Application for Certificate of Title with/without Registration, accurately completed, showing the new "FLA" number.3. Form HSMV 84490, Statement of Builder (Rev. 2/01 or later), accurately completed by the applicant and the DMV Compliance Examiner/Inspector. The customer must specify on the form that the low-speed vehicle conforms to Federal Regulations under Title 49 CFR Part 571.500 and s. 316, Florida Statutes.4. An "Affidavit For Golf Cart Modified To A Low Speed Vehicle" form, accurately completed. This form will be furnished to you by the Regional office at the time of application.5. The original bills of sale or receipts with name, address, and signature of the seller for all parts used to convert the golf cart to a low-speed vehicle. A signature is not required on a business receipt. The receipts/bills of sale must be in the name of the applicant/builder.	
PAGE # TL-63-03	REVISION DATE 06/04/09

STATE OF FLORIDA
Florida Motor Vehicles

PROCEDURE # TL-63	SUBJECT: LOW-SPEED VEHICLES
<p>6. Payment of Florida sales tax or specify the sales tax exemption information on an accurately completed form HSMV 82040, Application for Certificate of Title with/without Registration, or form HSMV 82041, Application for Vehicle/Vessel Certificate of Title and/or Registration.</p> <p>Sales tax must be collected according to the purchase price of the golf cart and the purchase price of all parts where sales tax was not already collected.</p> <p>7. A certified weight slip for the completed vehicle.</p> <p>8. All title fees, including the inspection fee. <u>Refer to the Schedule of Motor Vehicle, Mobile Home and Off-Highway Title and Lien Fees chart for applicable fees.</u></p> <p>IV. MISCELLANEOUS:</p> <p>A. Golf carts are not allowed to be titled or registered. However, low-speed vehicles <u>and mini-trucks</u> MUST be titled and registered.</p> <p>B. Any retailer who sells low-speed vehicles <u>or mini-trucks</u> must have a dealer's license.</p> <p>C. Low-speed electric vehicles are exempt from the odometer disclosure laws.</p>	
PAGE # TL-63-04	REVISION DATE 06/04/09



STATEMENT OF BUILDER

REBUILT
 ASPT
 KIT CAR
 OTHER: _____

SECTION I. DESCRIPTION OF MOTOR VEHICLE
 MOTORCYCLE
 MOBILE HOME

1. _____ Year _____ Make _____ Identification Number _____ Color _____ Body _____ Length
2. Title Number: _____ Title State: _____
3. Other/Title Number: _____ Title State: _____
4. Motor Vehicle/Motorcycle is complete and in road operable condition. _____ (Initials)
- Mobile Home is habitable for residential or commercial purposes. _____ (Initials)

SECTION II. MAJOR COMPONENT PARTS USED IN THE BUILDING/REPAIR PROCESS

Note: Major component parts defined as: For motor vehicles other than motorcycles, any fender, hood, bumper, cowl assembly, rear quarter panel, trunk lid, door, deck lid, floor pan, engine, frame, transmission, catalytic converter or airbag.

1. This section is not applicable as the Motor Vehicle Motorcycle or Mobile Home was purchased from _____ on _____ 20_____, in complete rebuilt or ASPT condition.
2. List the major component parts used in the building/repair process (if additional space is needed, please use form HSMV 84491).

Part	New	Used	Repaired	Aftermarket	Homemade	Source/VIN
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

3. When Section II (1) is not applicable, describe the repairs made in detail. (If additional space is needed, please use form HSMV 84491. Attach the original MSO, bill of sale(s), or receipt(s) for all major component parts (must contain name, address, telephone, and signature of seller). _____

4. Number of Receipts: _____

SECTION III. CUSTOM VEHICLE OR STREET ROD

The following statements are required to be attested to according to section 320.0863, Florida Statutes. Failure to attest to these statements will cause this agency to reject your application.

- The vehicle will not be used for general daily transportation but will be maintained for occasional transportation, exhibitions, club activities, parades, tours, or other functions of public interest and similar uses.
- The vehicle meets state equipment and safety requirements for motor vehicles that were in effect in this state as a condition of sale in the year listed as the model year on the certificate of title.

By checking the boxes above and by signature below, I acknowledge and attest to the statements above as my written statement relating to a custom vehicle or street rod.

Signature _____ Date _____
 HSMV 84490 (Rev. 08/18/10)

SECTION IV. APPLICANT INFORMATION AND SIGNATURE

Date: _____

The undersigned hereby certifies that the vehicle conforms to Florida and Federal Motor Vehicle Safety Standards. **UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS PROVIDED HEREIN ARE TRUE. NO MATERIAL INFORMATION REGARDING THE MOTOR VEHICLE, MOTORCYCLE, OR MOBILE HOME HAS BEEN OMITTED.**

 PRINTED NAME OF APPLICANT/BUSINESS

 STREET ADDRESS

 CITY STATE ZIP

TELEPHONE NUMBER: _____

 SIGNATURE OF APPLICANT/BUSINESS

 PRINTED NAME OF APPLICANT/BUSINESS

 STREET ADDRESS

 CITY STATE ZIP

TELEPHONE NUMBER: _____

 SIGNATURE OF APPLICANT/BUSINESS

SECTION V. DMV USE ONLY

Signature below only attests to DMV inspection and does not apply to verification of Sections I, II, III or IV completed by applicant.

VIN: _____ Title Number: _____

D-1: _____ Title State: _____ Odometer: _____

D-2: _____ Year: _____ Make: _____

D-3: _____ Body: _____ Color: _____

D-4: _____ Audit #: _____ Region #: _____

Please mark the appropriate answer:

Secondary VIN Verified Yes No

Federal Decal Yes No

Replacement VIN Plate/Decal Yes No

Vehicle Painted Prior to Inspection Yes No

This ASPT/Vehicle resembles a: _____

FRVIS Yes No

Previous Rebuilt Title Yes No

NICB Check Yes No

Tax Due On: _____

Component Parts Marked Yes No

Flood Damaged Yes No

Theft Yes No

With Tongue or Without Tongue

Mobile Home Use Only: _____ Mobile Home was measured _____

Comments: _____

Under penalties of perjury, I declare that I have made inspection of this motor vehicle, motorcycle, or mobile home and completed Section V based on that inspection.

 Signature of Inspector

 Print Name of Inspector

 Inspector's Badge ID Number

 Date

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES
SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE
www.flhsmv.gov/offices/

APPLICATION FOR CERTIFICATE OF TITLE WITH/WITHOUT REGISTRATION

CHECK APPLICATION TYPE: ORIGINAL TRANSFER VEHICLE TYPE: MOTOR VEHICLE MOBILE HOME VESSEL OFF-HIGHWAY VEHICLE: ATV ROV MC

1 OWNER / APPLICANT INFORMATION					
Customer Number	Do you want the certificate of title to remain electronic? <input type="checkbox"/> yes <input type="checkbox"/> no	Are you a Florida resident? <input type="checkbox"/> yes <input type="checkbox"/> no	Are you an alien? <input type="checkbox"/> yes <input type="checkbox"/> no	Owner <input type="checkbox"/> Co-Owner <input type="checkbox"/>	Unit Number
				Fleet Number	

OR AND NOTE: When joint ownership, please indicate if "or" or "and" is to be shown on title when issued. If neither box is checked, the title will be issued with "and."
If applicable: Life Estate/Remainder Person Tenancy By the Entirety With Rights of Survivorship Owner's County of Residence: _____

Owner's Name As It Appears on Driver License (First, Full Middle/Maiden, & Last Name)	Owner's Email Address	Date of Birth	Sex	FL Driver License or FEID/Suffix #
Co-Owner/Lessee's Name As It Appears on Driver License (First, Full Middle/Maiden, & Last Name)	Co-Owner's/Lessee's Email Address	Date of Birth	Sex	FL Driver License or FEID/Suffix #
Owner's Mailing Address(Mandatory)	City	State	Zip	
Co-Owner's/Lessee's Mailing Address (Mandatory)	City	State	Zip	
Owner's/Lessee's Physical Street Address in Florida (Mandatory)	City	State	Zip	
Mobile Home Physical Address (if applicable) Check if in a mobile home rental park with 10 or more lots. <input type="checkbox"/>	City	State	Zip	
Mail To Customer Name (If different From Above Owner)	Mail To Customer's Email Address	Date of Birth	Sex	FL Driver License or FEID/Suffix #
Mail To Customer Address (If different From Above Mailing Address)	City	State	Zip	

2 MOTOR VEHICLE, MOBILE HOME OR VESSEL DESCRIPTION								
Vehicle/Vessel Identification Number	Make/Manufacturer	Year	Body	Color	Florida Title Number			
Previous State of Issue	License Plate or Vessel Registration Number	Weight	Length Ft. In.	BHP/CC	GWW/LOC	VAN USE, IF APPLICABLE <input type="checkbox"/> PASSENGER <input type="checkbox"/> OTHER		
TYPE <input type="checkbox"/> Open Motorboat <input type="checkbox"/> Houseboat <input type="checkbox"/> Personal Watercraft <input type="checkbox"/> Cabin Motorboat <input type="checkbox"/> Pontoon <input type="checkbox"/> Canoe <input type="checkbox"/> Auxiliary Sailboat <input type="checkbox"/> Airboat <input type="checkbox"/> Other _____ <input type="checkbox"/> Inflatable <input type="checkbox"/> Sailboat <input type="checkbox"/> Specify _____		HULL MATERIAL <input type="checkbox"/> Wood <input type="checkbox"/> Aluminum <input type="checkbox"/> Fiberglass <input type="checkbox"/> Steel <input type="checkbox"/> Wood/Fiberglass <input type="checkbox"/> Other _____ <input type="checkbox"/> Specify _____		PROPULSION <input type="checkbox"/> Outboard <input type="checkbox"/> Sail <input type="checkbox"/> Inboard <input type="checkbox"/> Air Propelled <input type="checkbox"/> Inboard/Outboard <input type="checkbox"/> Other _____ <input type="checkbox"/> Specify _____		FUEL <input type="checkbox"/> Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Electric <input type="checkbox"/> Other _____ <input type="checkbox"/> Specify _____		*DRAFT OF VESSEL <i>(The depth of water a vessel draws)</i> FT. _____ IN. _____ <i>*For all vessels 26' or more in length and all sailboats</i>
USE OF VESSEL <input type="checkbox"/> Recreational (Pleasure) <input type="checkbox"/> Commercial Blue Crab <input type="checkbox"/> Commercial Stone Crab <input type="checkbox"/> Government <input type="checkbox"/> Commercial Sponge <input type="checkbox"/> Dealer/Manuf. <input type="checkbox"/> Commercial Fish <input type="checkbox"/> Commercial Live Bait <input type="checkbox"/> Commercial Shrimp Recip. <input type="checkbox"/> Commercial Charter <input type="checkbox"/> Commercial Other _____ <input type="checkbox"/> Exempt <input type="checkbox"/> Hire (Livery) <input type="checkbox"/> Commercial Mackerel <input type="checkbox"/> Commercial Shrimp Non-Recip. <input type="checkbox"/> Commercial Oyster <input type="checkbox"/> Commercial Spiny Lobster							PREVIOUS OUT-OF-STATE REGISTRATION NUMBER: _____	
Previously Federally Documented Vessel, Attach Copy of: <input type="checkbox"/> U.S. Coast Guard Release From Documentation Form; or <input type="checkbox"/> Copy of Canceled Documentation Papers				State of Principal Use				

3 BRANDS, USAGE AND TYPE (Check Applicable Boxes)							
<input type="checkbox"/> SHORT TERM LEASE	<input type="checkbox"/> LONG TERM LEASE	<input type="checkbox"/> REBUILT	<input type="checkbox"/> POLICE VEHICLE	<input type="checkbox"/> PRIVATE USE	<input type="checkbox"/> TAXI CAB	<input type="checkbox"/> FLOOD VEHICLE	<input type="checkbox"/> ILEV VEHICLE
<input type="checkbox"/> ASSEMBLED FROM PARTS	<input type="checkbox"/> REPLICA	<input type="checkbox"/> KIT CAR	<input type="checkbox"/> GLIDER KIT	<input type="checkbox"/> MANUFACTURER'S BUY BACK			<input type="checkbox"/> ELECTRIC VEHICLE

4 LIENHOLDER INFORMATION					
CHECK IF ELT CUSTOMER <input type="checkbox"/>	FEID #	DL # and Sex and Date of Birth	DMV Account #	Date of Lien	Lienholder's Name
Lienholder's Email Address		Lienholder's Address			City
					State
					Zip
<input type="checkbox"/> If Lienholder authorizes the Department to send the motor vehicle or mobile home title to the owner, check box and countersign: _____ (Does not apply to vessels). If box is not checked, title will be mailed to the first lienholder. (Signature of Lienholder's Representative)					

5 TRANSFER TYPE	
IF OWNERSHIP HAS TRANSFERRED, HOW AND WHEN WAS THE VEHICLE, MOBILE HOME, OR VESSEL ACQUIRED?	
<input type="checkbox"/> SALE <input type="checkbox"/> GIFT <input type="checkbox"/> REPOSSESSION <input type="checkbox"/> COURT ORDER <input type="checkbox"/> OTHER (SPECIFY) _____	DATE ACQUIRED ____/____/____

6 ODOMETER DECLARATION

WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines or imprisonment.

I/WE STATE THAT THIS 5 OR 6 DIGIT ODOMETER NOW READS , .XX (NO TENTHS) MILES, DATE READ ____/____/____ AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING:

1. REFLECTS ACTUAL MILEAGE.
 2. IS IN EXCESS OF ITS MECHANICAL LIMITS.
 3. IS NOT THE ACTUAL MILEAGE.

7 DEALER SALES TAX REPORT AND VEHICLE TRADE IN INFORMATION (IF APPLICABLE)				
FLORIDA SALES TAX REGISTRATION NUMBER	DATE OF SALE	DEALER LICENSE NUMBER	AMOUNT OF TAX	DEALER/AGENT SIGNATURE
YEAR OF TRADE IN	MAKE OF TRADE IN	TITLE NUMBER OF TRADE IN (IF KNOWN)	VEHICLE IDENTIFICATION NUMBER OF TRADE IN	

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
AFFIDAVIT FOR GOLF CART MODIFIED TO A LOW SPEED VEHICLE

Florida Assigned FLA VIN: _____

The undersigned hereby certifies that the modified golf cart to a low speed vehicle conforms to Federal Regulations under Title CFR Part 571.500 and 316.2126, Florida Statutes, including but not limited to the following:

- Headlamps
- Stop lamps
- Tail lamps
- Either a tail lamp or a separate lamp shall be so constructed and placed as to illuminate with a white light the rear registration plate and render it clearly legible from a distance of 50 feet to the rear
- Front and rear turn signal lamps
- Windshield with a AS1 or AS4 composition
- Type 1 or Type 2 seat belt assembly conforming to section 571.209 of this part, Federal Motor Vehicle Safety Standard No. 209, Seat belt assemblies at each designated seating position
- An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror
- Parking Brakes
- Reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear
- Windshield cleaning device pursuant to 316.2952(3)(4), Florida Statutes
- Horn pursuant to 316.271(1), Florida Statutes
- Slow Moving Vehicle Emblem (SMV) pursuant to 316.2225(7)(a)(b), Florida Statutes
- Top speed is greater than 20 MPH but not greater than 25 MPH pursuant to 320.01(42), Florida Statutes
- Requirement of a weight slip

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE. FURTHER, I AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

SIGNATURE OF APPLICANT (OWNER)

SIGNATURE OF APPLICANT (CO-OWNER)

PRINTED NAME OF APPLICANT (OWNER)

PRINTED NAME OF APPLICANT (CO-OWNER)

DATE: _____

DATE: _____

Attachment C

Orshan, Lithman, Seiden, Ramos, Hatton, Huesmann & Fajardo, LLP
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

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Jeffrey M. Seiden
Steven P. Spann

M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL

FROM: CITY ATTORNEY

DATE: NOVEMBER 14, 2011

**RE: FEASIBILITY OF OPERATION OF GOLF CARTS ON
STREETS WITHIN THE CITY**

The basic rule of law is that the operation of golf carts on city and county roadways is prohibited. However, the operation of golf carts can be authorized on city and county roadways if, to-wit:

1. The responsible government entity for the roadway first determines that golf carts may safely travel or cross the roadway, considering factors such as speed, volume and character of the traffic using the roadway ("Traffic Study").
2. Following the determination from the study that golf carts may be safely operated on designated roadways, appropriate signage must be posted to give notice of the authorized golf cart use.

In regard to the operation of golf carts on roadways of the State Highway System, the following conditions must also be met, to-wit:

1. The Florida Department of Transportation (FDOT) must review and approve the location and design of the approved city and county roadways crossing state roadways and any traffic control devices that may be needed for safety purposes (including mid-block crosses serving golf courses).
2. The use of golf carts on state roads that have been designated for transfer to local government control is permitted if the Department determines that the safe and efficient flow of traffic will not be impeded ("Traffic Study").
3. The aforesaid permitted use of golf carts is further conditioned upon a determination that the subject roadway is the only available public road along

November 14, 2011

which carts may travel or cross the road, the roadway provides the safest travel route alternative, and the factors of speed, volume and character of traffic on the roadway have been considered in approving the use for the roadway.

4. Appropriate signage of the authorized use of golf carts must be prominently posted on the roadway.

If golf cart use is approved, the following additional rules, regulations and conditions apply to such use, to-wit:

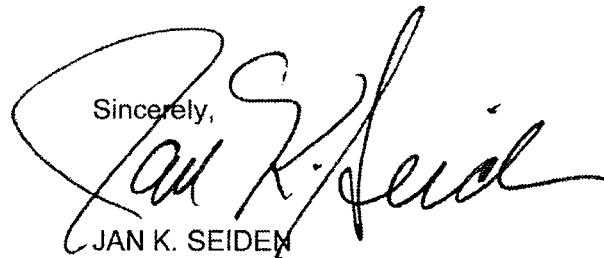
1. Golf carts may only be operated between sunrise and sunset, unless the responsible government entity for the roadway determines that use is also authorized between sunset and sunrise, and the subject carts are equipped with headlights, brake lights, turn signals and a windshield.
2. The golf carts must also be quipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectors warning devices in both front and rear.
3. An operator must be at least 14 years of age to operate the cart on public roadways.
4. Each local government involved in authorizing the operation of golf carts on its roadways may also enact ordinances relating to, to-wit:
 - (A) Golf cart operation and equipment that is more restrictive and demanding than the authorizations and requirements previously set forth herein.
 - (B) Golf cart use of sidewalks adjacent to roadways, pedestrian and cart crossings and bicycle paths. There must be a determination that the use of sidewalks by the carts will not provide safety hazards to others using the sidewalks, the FDOT must be consulted before enacting any such ordinance, the golf cart speed limit may not exceed 15 mph, the sidewalks must be at least 8 feet wide, and the golf cart equipment previously described herein shall be required (although horns or other warning devices are permitted).
 - (C) The local governmental entity must post signs of the existence of the additional local ordinance requirements.

November 14, 2011

As an aside to the foregoing, it should be noted that local governments, and their personnel, are authorized to use golf carts, low speed vehicles, utility vehicles, and all-terrain vehicles for the carrying out of the official duties of the government. These vehicles must be appropriately equipped and be operated only by authorized personnel for governmental purposes.

The aforesaid information is being provided so that the City Council may preliminarily evaluate the pros and cons of deciding whether to initiate the procedures required to authorize golf cart use on the roadways in the City of Miami Springs.

Sincerely,



JAN K. SEIDEN

JKS:jll

* *The documentation related to the approved use of golf carts by The Village of Key Biscayne is available for your review upon request.*

DRAFT



City of Miami Springs
Traffic Study: Golf Cart Suitability on City Streets



**SUBMITTED BY:
THE CORRADINO GROUP**

APRIL 30, 2015

What we did

- Examine possible alternatives for the use of golf carts on City streets.
- The Study:
 - Detailed traffic analysis
 - State rules: Speed, Jurisdiction Functional Classification, Volume LOS, Trucks
 - Examination of Florida Statutes and existing golf cart ordinances
 - Examination of the City's land use patterns.
 - Development of Alternatives
 - Recommendations

- Golf Cart:

- a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is **not capable of exceeding speeds of 20 miles per hour.**

- Low Speed Vehicle:

- means any four-wheeled vehicle **whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour**, including, but not limited to, neighborhood electric vehicles. Low-speed vehicles must comply with the safety standards in 49 C.F.R

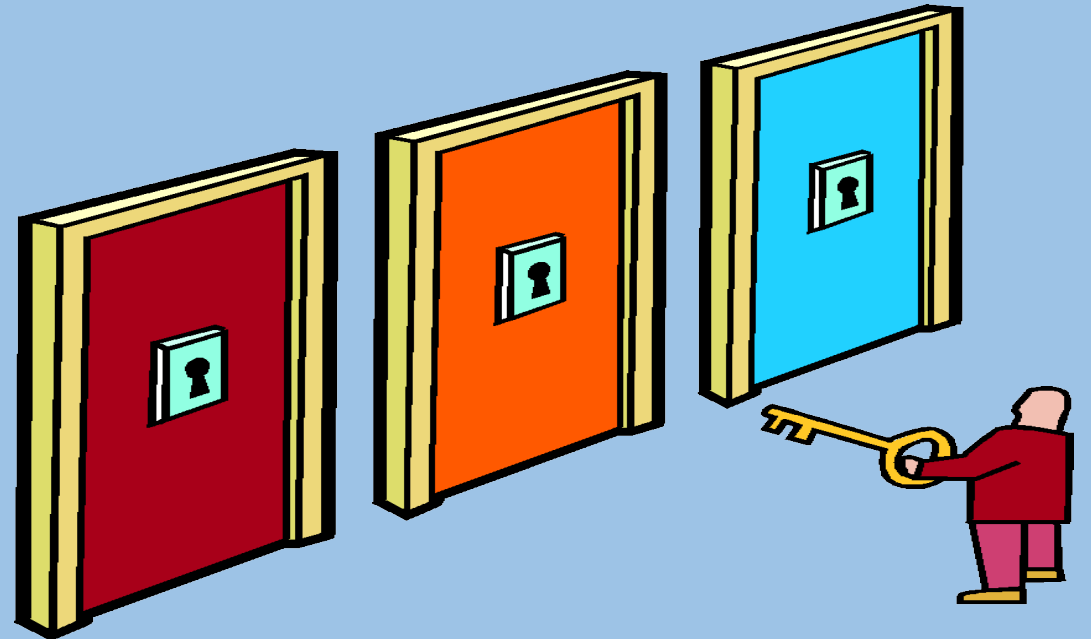
Ideal Conditions For Golf Carts

- City maintained Streets
- “Local” functional classification
- 30 mph or less speed limit
- 350 or fewer peak hour volume
- 500 or fewer daily truck volume
- Level of Service (LOS) of C or better



Three Alternatives

1. No Change
 - No golf carts, only Low Speed Vehicles on Roads of 35mph or less
2. Low Speed Vehicles and Modified Carts Allowed on Certain Roads
3. Low Speed Vehicles and All Carts Allowed on Certain Roads



The Law

- The State of Florida has strict guidelines for how municipalities may allow the operation of golf cars on public streets.
 - 1. Title XXIII (Motor Vehicles) Chapter 320 (Motor Vehicle Licenses) Section 01 (Definitions)
 - 2. Title XXIII (Motor Vehicles) Chapter 316 (State Uniform Traffic Control)
 - Section 03 (Definitions)
 - Section 212 (Operation of Golf Carts on Certain Roadways)
 - Section 2122 (Operation of a low-speed vehicle or mini truck on certain roadways)



Who Does It Now

- Palmetto Bay
- Cutler Bay
- Key Biscayne



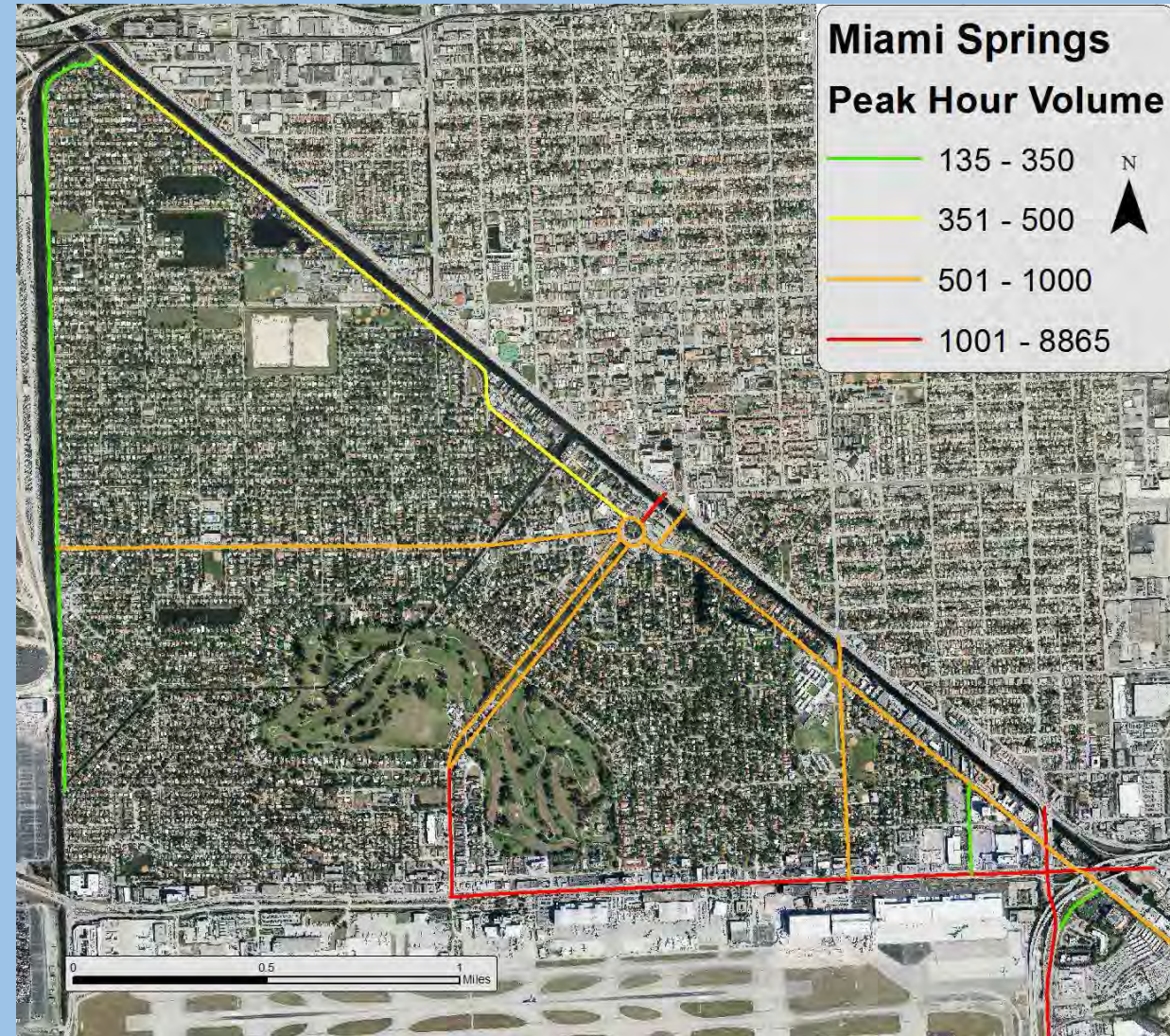
Traffic Data

- peak hour volumes,
- truck volumes,
- level of service (LOS)



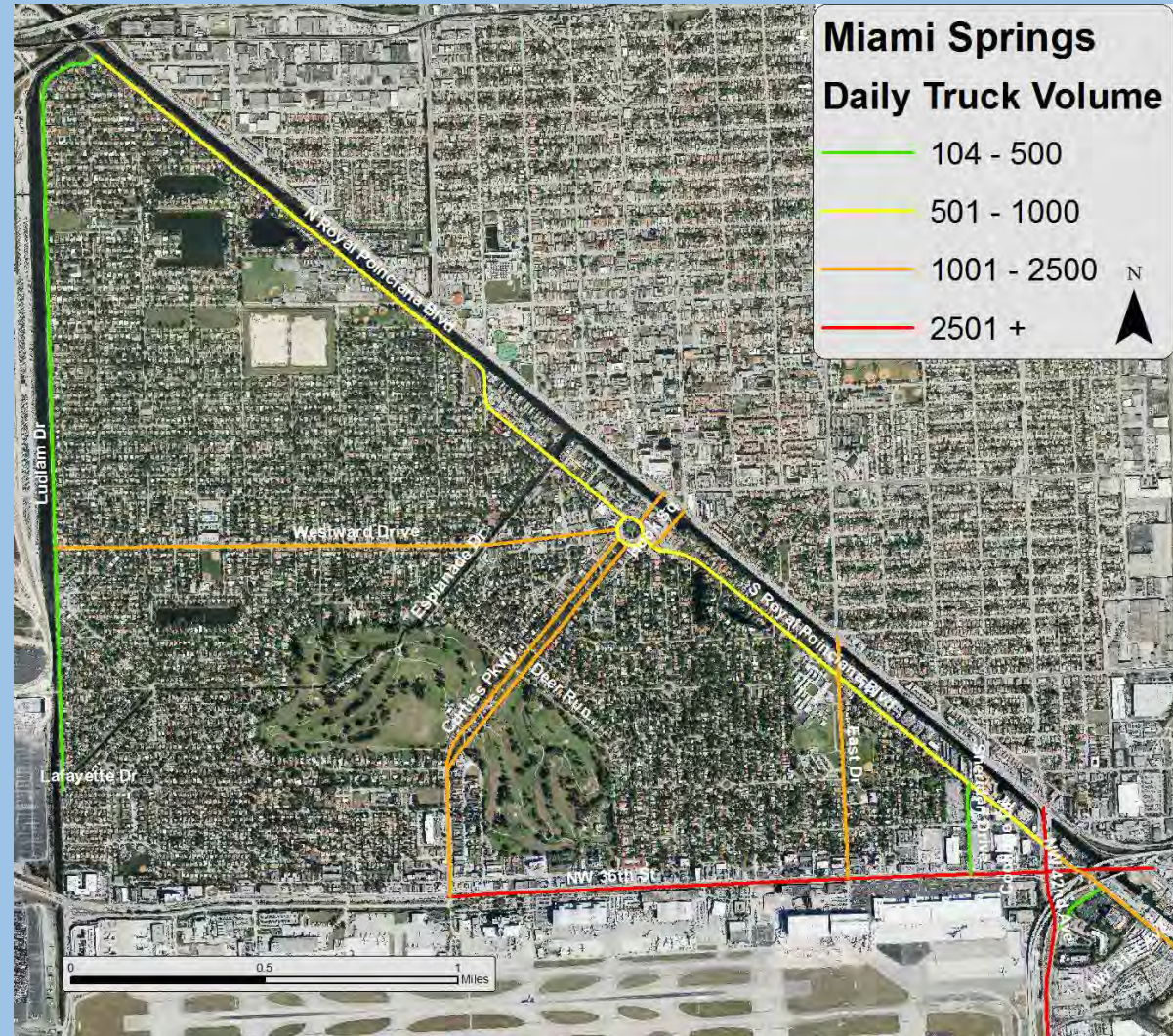
Peak Hour Volumes

- Peak hour volume was used in the analysis because it tells how many vehicles use the road at its busiest time.

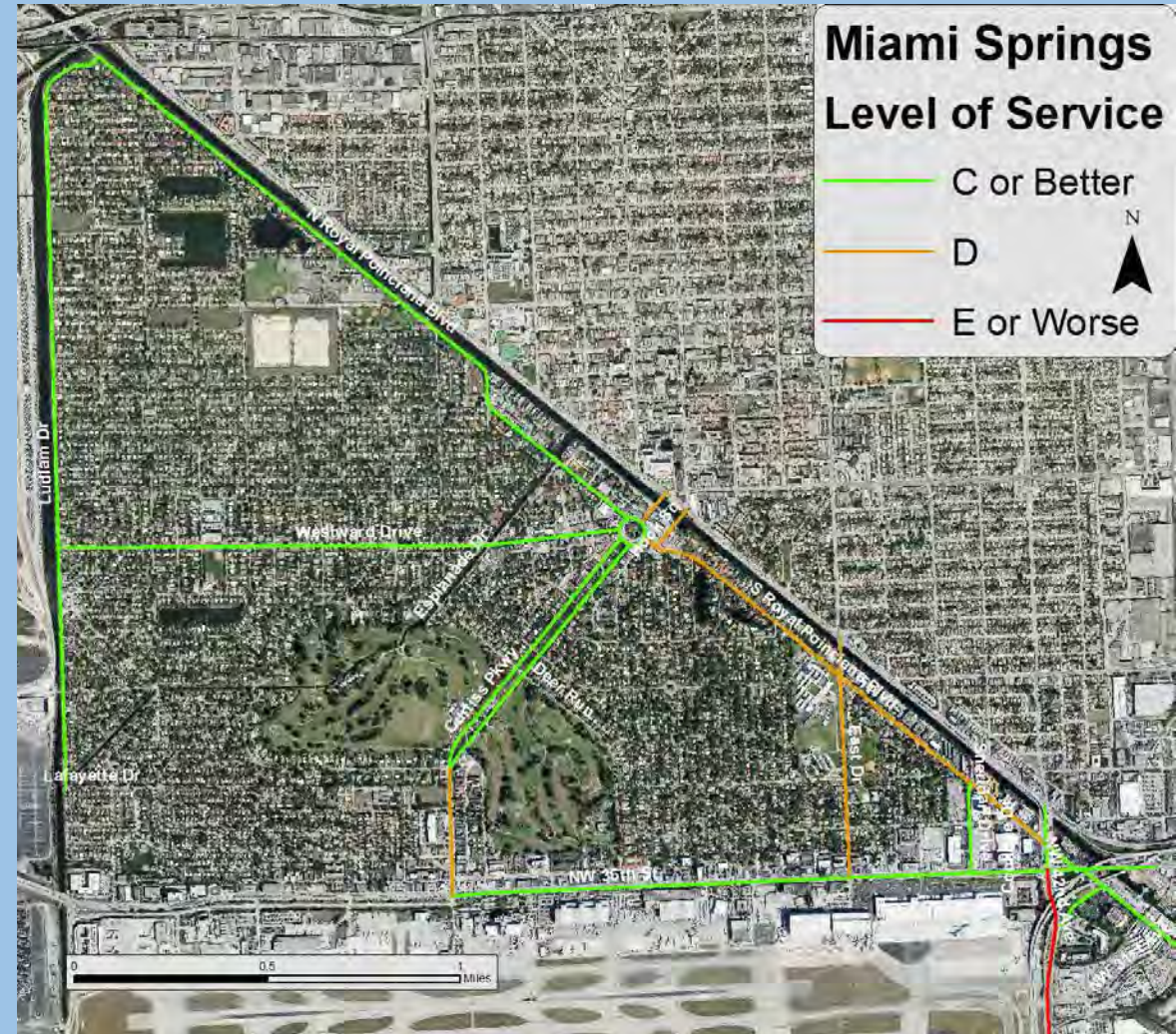


Trucks

- Truck volume was used in the analysis because trucks have limited visibility and cause additional passing movements by cars, affecting the safe operation of golf carts.



LOS



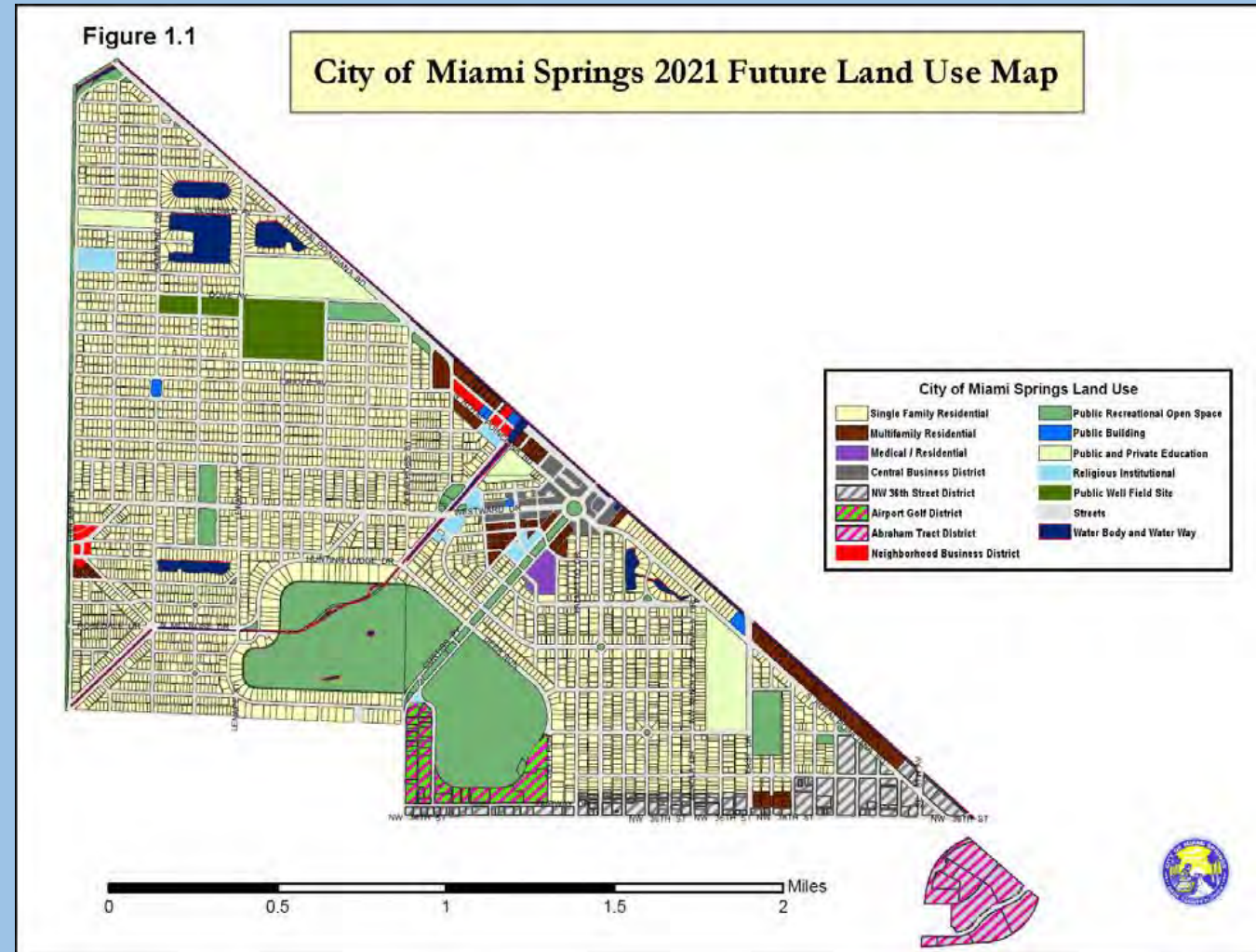
LOS

Table 3. Miami Springs LOS

Street	From	To	FDOT Q/LOS Manual Volume Daily Thresholds			AADT	LOS
			C Volume	D Volume	E Volume		
Hook Square	S Royal Poinciana	S Okeechobee Road	10355	22420	23465	10500	D
N Royal Poinciana	Ludlam Drive	Curtiss Parkway	5110	10360	10920	4000	C
Ludlam Drive	Lafayette Drive	N Royal Poinciana	5110	10360	10920	2900	C
Westward Drive	Curtiss Parkway	Ludlam Drive	13775	30780	32110	6400	C
The Circle	Curtiss Parkway	Curtiss Parkway	8265	18468	19266	6100	C
Curtiss Parkway (SB)	The Circle	Hunting Lodge Drive	8265	18468	19266	7400	C
Curtiss Parkway (NB)	Hunting Lodge Drive	The Circle	8265	18468	19266	7700	C
Curtiss Parkway	Hunting Lodge Drive	NW 36 th Street	13775	30780	32110	15100	D
Curtiss Parkway	S Okeechobee Road	The Circle	10355	22420	23465	12300	D
S Royal Poinciana	NW 42 nd Avenue	The Circle	5110	10360	10920	6100	D
East Drive	NW 36 th Street	S Okeechobee Road	5110	10360	10920	7100	D
Sheridan Drive	NW 36 th Street	S Royal Poinciana	5110	10360	10920	2800	C
NW 36 th Street	Curtiss Parkway	US 27	58400	59900	59900	50500	C
NW 42 nd Avenue	NW 36 th Street	S Okeechobee Road	58400	59900	59900	54500	C
NW S River Drive	NW 42 nd Avenue	NW 27 th Avenue	12325	27540	28730	6800	C
S River Drive	NW 42 nd Avenue	NW South River Drive	8265	18468	19266	1500	C
NW 42 nd Avenue	Airport	NW 36 th Street	58400	59900	59990	98500	F

Land Use

- Primarily Residential
- The City does not have any industrial areas, which would be the least compatible with golfcart use.
- The only area in the city incompatible with golf cart use is the Abraham Tract



Suitability

- Jurisdiction
- Functional Classification
- Speed Limit
- Peak Hour Volume
- Daily Truck Volume
- Level of Service
- Connection
- Police Recommendation



Suitability

- **Jurisdiction**

Streets that are maintained by the City of Miami Springs most suitable...no approval from the County or State.

- **Functional Classification**

Local streets were most suitable because generally neighborhood streets serving residences.

- **Speed Limit**

Because of the speed differential 30 mph zones would be ideal

- **Peak Hour Volume**

Peak hour volume of 350 most suitable... just under 1 vehicle every 10 sec.

Suitability

- **Daily Truck Volume**

Truck volumes of 500 most suitable...less than 1 truck per minute at peak hour.

- **Level of Service**

LOS C or better.....traffic is moving freely and offers the safest environment.

- **Connection**

Intersections involving only 2 local/city streets were assumed to be safe crossings.

- **Police Recommendation**

Streets specifically indicated by the Police as unsafe are less suitable.

Suitability

- Like Golf – Lowest Score Wins!



Table 4. Street Suitability Rating Scale

Criteria	Score	Description
Jurisdiction		
	0	City
	1	County/City, County within City
	2	County
	3	State, Private
Functional Classification		
	0	Local
	1	Minor/Major Collector
	2	Minor Arterial
	3	Principal Arterial
	4	Freeway/Expressway
Speed Limit		
	0	30mph or lower
	1	35mph
	2	45mph
	3	55mph or higher
Peak Hour Volume		
	0	350 or fewer
	1	351 to 500
	2	501 to 1000
	3	1001 or higher
Daily Truck Volume		
	0	500 or fewer
	1	501 to 1000
	2	1001 to 2500
	3	2501 or higher
Level of Service		
	0	C or better
	1	D
	2	E or worse
Connection		
	0	Accessible via a safe crossing
	1	Not accessible via a safe crossing
Police Recommendation		
	0	Not identified by Police Chief as unsafe
	1	Identified by Police Chief as unsafe

Suitability Score

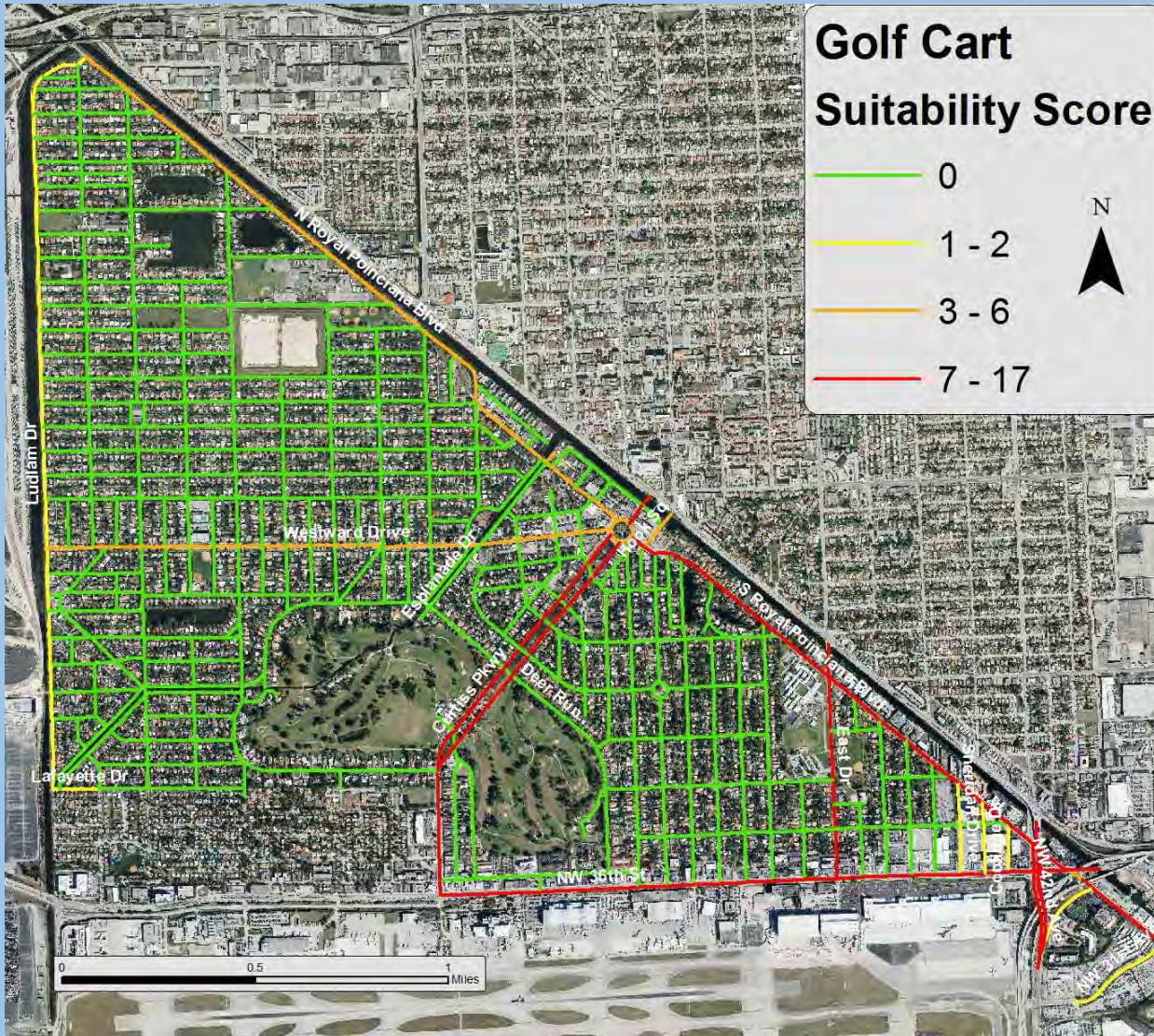


Table 5. Street Suitability Scores Above 0

Street	From	To	Score
Hook Square	S Royal Poinciana	S Okeechobee Road	6
N Royal Poinciana	Ludlam Drive	Curtiss Parkway	5
Ludlam Drive	Lafayette Drive	N Royal Poinciana	1
Westward Drive	Curtiss Parkway	Ludlam Drive	5
The Circle	Curtiss Parkway	Curtiss Parkway	6
Curtiss Parkway (SB)	The Circle	Hunting Lodge Drive	8
Curtiss Parkway (NB)	Hunting Lodge Drive	The Circle	8
Curtiss Parkway	Hunting Lodge Drive	NW 36th Street	10
Curtiss Parkway	S Okeechobee Road	The Circle	9
S Royal Poinciana	NW 42nd Avenue	The Circle	7/8
East Drive	NW 36th Street	S Okeechobee Road	7
Sheridan Drive	NW 36th Street	S Royal Poinciana	1
NW 36th Street	Curtiss Parkway	US 27	15
NW 42nd Avenue	NW 36th Street	S Okeechobee Road	13/15
NW S River Drive	NW 42nd Avenue	NW 27th Avenue	6/7
S River Drive	NW 42nd Avenue	NW South River Drive	2
NW 42nd Avenue	Airport	NW 36th Street	16/17
Coolidge Drive	S Royal Poinciana	NW 36th Street	2
Kenmore Drive	S Royal Poinciana	NW 36th Street	1
Lafayette Drive	Ludlam Drive	NW 66th Avenue	1

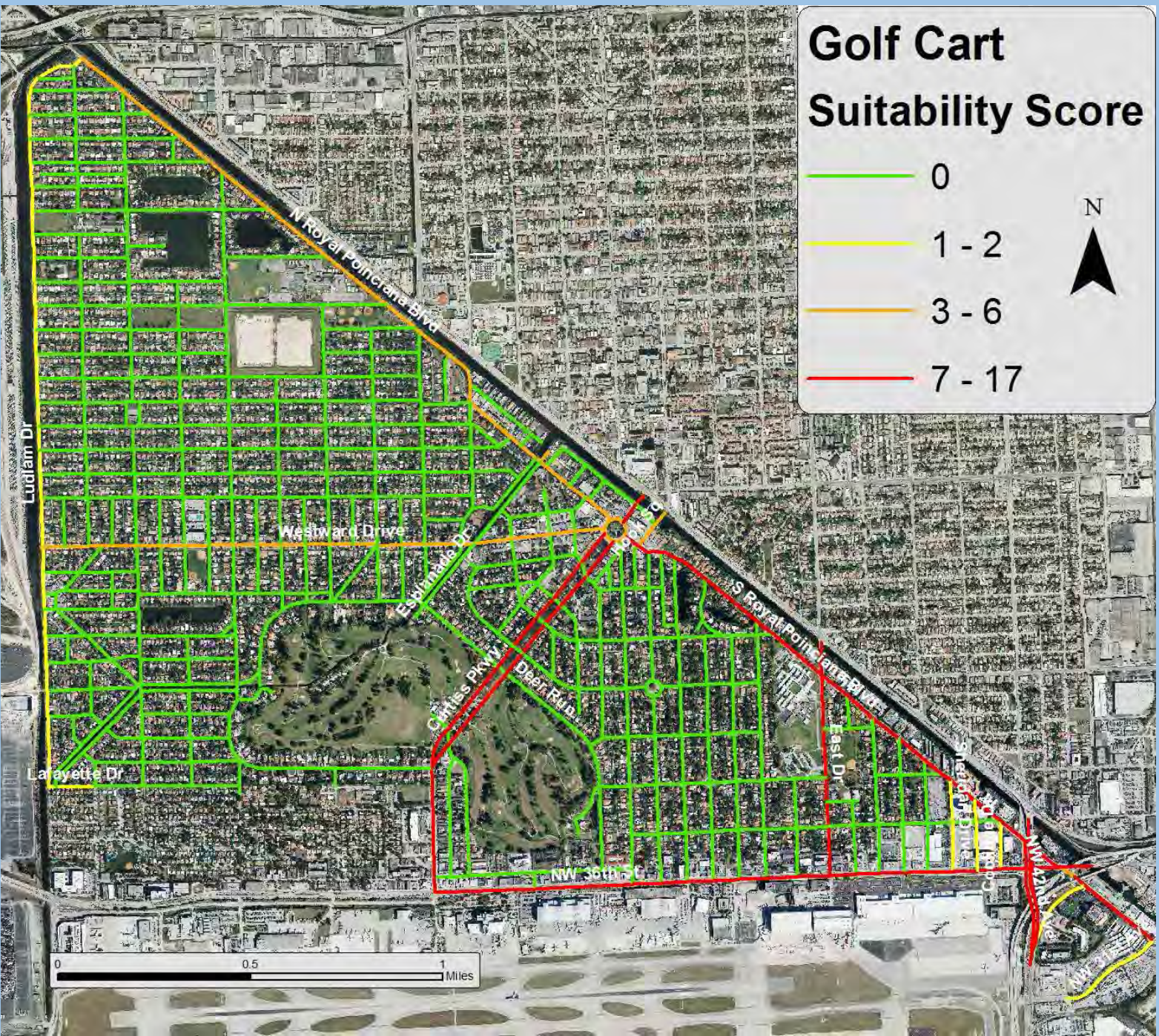
Suitability Score

Table 5. Street Suitability Scores Above 0

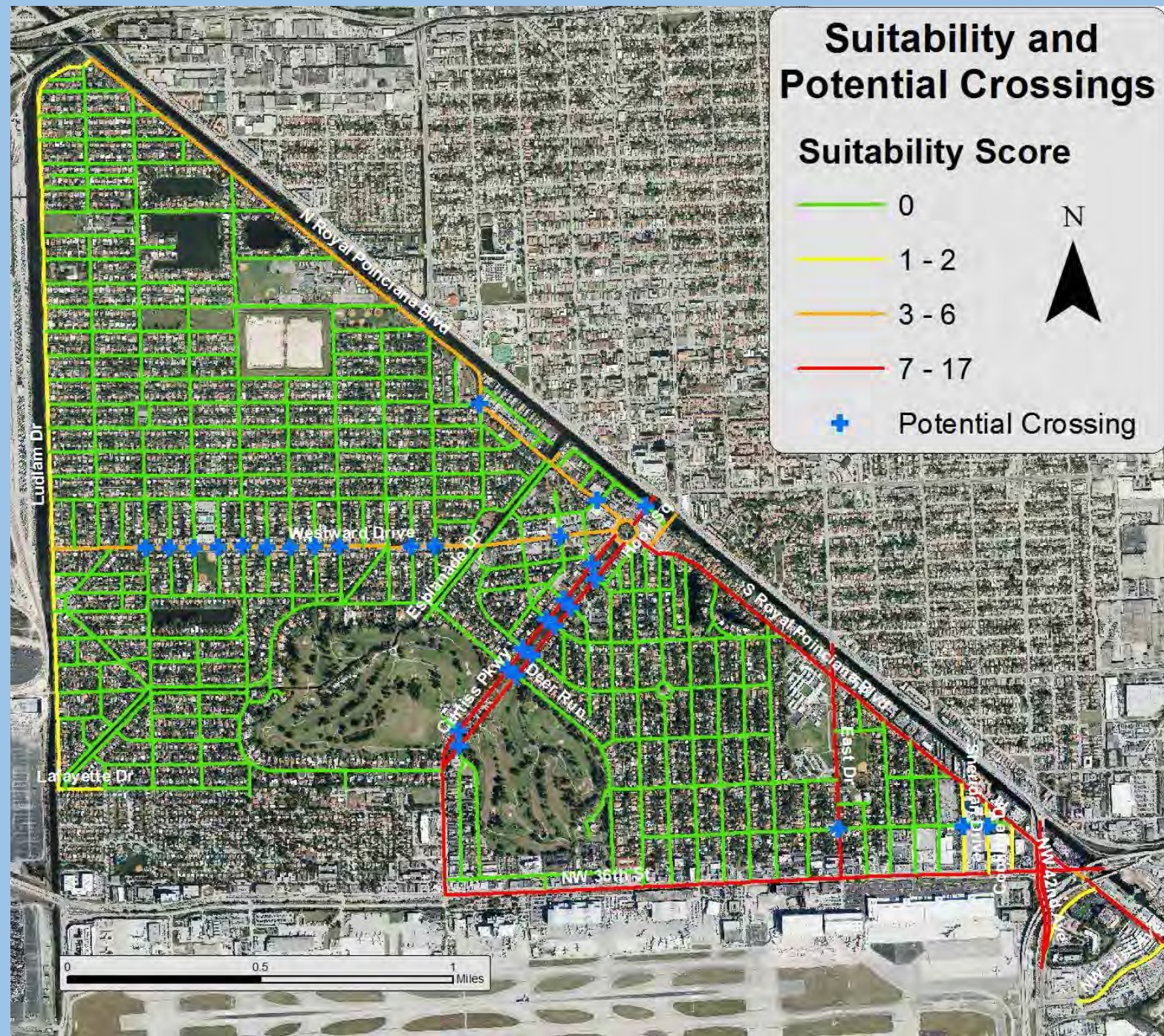
Street	From	To	Score
Hook Square	S Royal Poinciana	S Okeechobee Road	6
N Royal Poinciana	Ludlam Drive	Curtiss Parkway	5
Ludlam Drive	Lafayette Drive	N Royal Poinciana	1
Westward Drive	Curtiss Parkway	Ludlam Drive	5
The Circle	Curtiss Parkway	Curtiss Parkway	6
Curtiss Parkway (SB)	The Circle	Hunting Lodge Drive	8
Curtiss Parkway (NB)	Hunting Lodge Drive	The Circle	8
Curtiss Parkway	Hunting Lodge Drive	NW 36th Street	10
Curtiss Parkway	S Okeechobee Road	The Circle	9
S Royal Poinciana	NW 42nd Avenue	The Circle	7/8
East Drive	NW 36th Street	S Okeechobee Road	7
Sheridan Drive	NW 36th Street	S Royal Poinciana	1
NW 36th Street	Curtiss Parkway	US 27	15
NW 42nd Avenue	NW 36th Street	S Okeechobee Road	13/15
NW S River Drive	NW 42nd Avenue	NW 27th Avenue	6/7
S River Drive	NW 42nd Avenue	NW South River Drive	2
NW 42nd Avenue	Airport	NW 36th Street	16/17
Coolidge Drive	S Royal Poinciana	NW 36 th Street	2
Kenmore Drive	S Royal Poinciana	NW 36 th Street	1
Lafayette Drive	Ludlam Drive	NW 66 th Avenue	1

Suitability Score

Relatively sheltered environment,
protected from cut through traffic.



Crossings



Alternatives

- Alternative 1: No Change
- Alternative 2: Under Certain Conditions
- Alternative 3: Without Safety Equipment

Alternative 1: No Change

- This alternative requires no official action by the City.
- Florida Statutes currently allow low-speed vehicles on streets with a speed limit of 35mph or lower.
- Golf carts can be converted to low-speed vehicles under Florida law.
- Educational Campaign?

Alternative 2: Golf Carts Under Certain Conditions

- Based on the findings of the traffic analysis, this is the only alternative that offers a safe environment for the operation of golf carts on city streets.
- The suitability evaluation should be updated at least every 5 years and the City should collect traffic data on as many streets as possible to support the evaluation.
- This alternative would require considerable effort and expense by the City.
- The recommendations in this alternative are based on the requirements of Florida law, current best practices, the traffic analysis, and the recommendations of the Miami Springs Chief of Police.
- Educational Campaign?

Alternative 3: Golf Carts Without Safety Equipment

- If the Council chooses this option, all of the recommendations in Alternative 2, minus the safety equipment, should be adopted.
- Additionally, should the Council choose this Alternative, it is strongly recommended that the City lower the city-wide speed limit to 20mph.

And The Winner Is.....

- Alternative 2: Golf Carts Under Certain Conditions - Requirements



Alternative 2: Golf Carts Under Certain Conditions - Requirements

- Ordinance

- The City would be required to adopt an ordinance explicitly permitting golf cart operation on City streets.
- The ordinance would outline:
 - Designated Streets: (Score of 0-3)
 - Prohibited Streets: (Score of more than 3)
 - Approved Crossings: (locations that meet criteria)
 - Signage: (Show where allowed, \$27k)
 - Parking: (Consider amending zoning code to 3 spaces per each 100 regular spaces)
 - Permitting/inspection, minimum safety equipment, and authorized use.

Alternative 2: Golf Carts Under Certain Conditions - Requirements

- Minimum Safety Equipment (Required and to be inspected by City)
 1. Efficient brakes including a parking brake;
 2. Reliable steering apparatus;
 3. Safe tires;
 4. Rear view mirrors;
 5. Head lamps, reflex reflectors and tail lamps
 6. Red reflectorized warning devices, in the front, rear, and both sides;
 7. Rear stop lamps meeting the minimum standards of F.S. § 316.234(1);
 8. Turn signals meeting the minimum standards of F.S. § 316.234(2);
 9. Safety belts for drivers and passengers;
 10. Reverse warning device;
 11. Windshield
 12. Horn; and
 13. Manufacturer's serial number plate.

Allowing owners to make these upgrades to existing golf carts would avoid requiring them to purchase low speed-vehicles.

Alternative 2: Golf Carts Under Certain Conditions - Requirements

Signage Plan

- 341 Signs
- Total Estimated Cost of Signs = \$25,335
- Total Estimated Cost of Labor for Installation = \$1,960
- Total Estimated Cost of Signage Plan = \$27,295



Questions

