



**TOWN OF MIAMI LAKES, FLORIDA
REVISED AGENDA
Virtual Regular Council Meeting**

August 18, 2020

6:00 PM

Government Center

6601 Main Street Miami Lakes, FL33014

Video stream of meetings can be viewed here:

<https://pub-miamilakes.escribemeetings.com>

Pages

- 1. SPECIAL PRESENTATIONS (Presentations shall take place prior to the commencement of the Regular Council Meeting, at 6:00 PM)**
- 2. CALL TO ORDER**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS)**
- 6. PUBLIC COMMENTS**

Please be advised that given the novel COVID-19 VIRUS, Miami Lakes Town Hall is closed for public meetings. Public Meetings will be taking place virtually.

Public Comments will be heard at the beginning of the meeting and once all are heard, Public Comments will be closed. Each speaker will be afforded (3) minutes to speak.

The public may participate in the virtual public meetings by utilizing any of the following 3 methods:

(1) A person wishing to submit a Live Remote Public Comment, will join the meeting via: <https://www.miamilakes-fl.gov/remotecomments>. You must have a working microphone and working web camera in order to submit a live remote public comment; this will allow you to join the scheduled Zoom meeting.

(2) A person can call in live during the meeting to listen to the meeting via phone and/or call in live during the meeting to submit a public comment, to any of the following numbers:

+1 786-635-1003

+1 312-626-6799

+1 929-205-6099

+1 253-215-8782

+1 301-715-8592

+1 346-248-7799

+1 699-900-6833

PLEASE ENTER THE MEETING ID# WHEN PROMPTED: 666 475 152#

***Please note that If you call to make public comment in live via phone or zoom (web), please do so between 5:30 pm to 6:00 pm, so you can register your name and address beforehand.**

(3) A person can submit a Pre-recorded Video for Public Comments, by visiting <https://www.miamilakes-fl.gov/remotecomments>. Videos submitted cannot exceed 3 minutes and should be submitted one day before the meeting.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD CALL TOWN HALL AT (305) 364-6100, NO LATER THAN (2) DAYS PRIOR TO THE MEETING FOR ASSISTANCE.

All comments or questions from the virtually attending public shall be directed to the Mayor, in a courteous tone. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person.

No clapping, applauding, heckling, verbal outburst in support of, or in opposition to a speaker or his/her remarks shall be permitted. Should a member of the virtually attending audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, such person will be asked to leave the Zoom meeting. As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

7. APPOINTMENTS

8. COMMITTEE REPORTS

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| a. Economic Development Committee | 9 |
| b. Youth Activity Task Force | 12 |
| c. Cultural Affairs Committee | 14 |

d.	Elderly Affairs Committee	15
9.	CONSENT CALENDAR	
a.	Approval of Minutes	16
	<ul style="list-style-type: none"> • July 14th, Regular Council Meeting • July 21st, Town Investments Workshop • August 3rd, Virtual Special Call Meeting • August 11th, Workshop on Stormwater Rate Follow-up 	
b.	Budget Transfer Request for Breanna Vergara Courtyard (Pidermann)	40
	<p>A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE BUDGET APPROVED BY ORDINANCE NO. 19-251; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.</p>	
c.	CARES Act Distribution Resolution (Pidermann)	47
	<p>A RESOLUTION OF THE TOWN OF MIAMI LAKES, TOWN COUNCIL, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FEDERALLY-FUNDED “CARES” SUBAWARD; PROVIDING MANAGER WITH AUTHORITY TO EXECUTE INTERLOCAL AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)</p>	
d.	FEMA Subgrant Award Agreement (Pidermann)	95
	<p>A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY’S (“FEMA”) PUBLIC ASSISTANCE PROGRAM; PROVIDING AUTHORITY TO TOWN OFFICIALS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)</p>	
10.	ORDINANCES-FIRST READING	
a.	Amending Code of Ordinances, Chapter 35, Article III Communication Facilities in Public Rights-of- Way (Dieguez)	185

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 35, ARTICLE III, COMMUNICATION FACILITIES IN PUBLIC RIGHTS-OF-WAY, DIVISION 3 PERMITTING AND PLACEMENT OF COMMUNICATION FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

- b. Approving, Adopting and Ratifying Non-Ad Valorem Special Roll and Special Assessment District Rates for Security Guard and Lake Maintenance of Neighborhood Service Districts (Pidermann)

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AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING, ADOPTING, A NON-AD VALOREM ASSESSMENT ROLL FOR SPECIAL TAXING DISTRICTS; APPROVING, ADOPTING AND RATIFYING SPECIAL ASSESSMENT DISTRICT RATES FOR SPECIAL TAXING DISTRICTS, INCLUDING BUT NOT LIMITED TO SECURITY GUARD AND MULTIPURPOSE MAINTENANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- c. Budget Amendment - Fountain for Breanna Vergara Courtyard (Pidermann)

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AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE BUDGET APPROVED BY ORDINANCE NO. 19-251 AND AMENDED BY ORDINANCE 20 – 258; AMENDING THE TOWN'S FISCAL YEAR 2019-2020 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11. ORDINANCES- SECOND READING (PUBLIC HEARING)

12. RESOLUTIONS

- a. Automall Site Plan Approval - Quasi-Judicial Item (Pidermann)

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QUASI-JUDICIAL PUBLIC HEARINGS -

Please be advised that given the novel COVID-19 VIRUS, Miami Lakes Town Hall is closed for public meetings. Public meetings are taking place virtually. However, Town Hall Council Chambers will be opened for those who wish to testify as part of the hearing but do not have the ability to remotely participate in the hearing by video conference.

Please be advised that the following items on the Board's agenda are quasi-judicial in nature. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization.

For all quasi-judicial hearings except appeals, a list of all proposed exhibits and a copy of the proposed exhibits shall be provided to the **Town Clerk five (5) days prior to the hearing**, in a format that is easily viewable on the Zoom platform. All exhibits shall be clearly labeled so as to allow for efficient retrieval and display on the Zoom platform during the hearing. All exhibits will be posted online as is customary.

A list of all individuals who will be called as witnesses during the hearings, shall be provided to the Town Clerk, five (5) days prior to the hearing. At the beginning of the hearing the Town Clerk shall call each witness by name, one-by-one, in order to swear each person in. Any witness who wishes to testify during the hearing and is not included in the previously-provided witness list, shall be sworn in after all witnesses on the list are sworn in and prior to the beginning of the hearing. All witnesses providing testimony must appear by video conference. **A computer with Zoom capabilities will be available for those that wish to testify as part of the hearing but do not have the ability to remotely participate in the hearing by video conference. The location of said computer will be in Council Chambers, 6601 Main Street in Miami Hall, 33014.**

The Town Clerk or court reporter shall administer the oath to any individual who is appearing by video conference and shall establish the identity of the witness on the record as well as the witness' consent for the hearing to be recorded. In addition, comments to be considered during the hearing may be provided prior to the beginning of the meeting, by providing e-comments by email or pre-recorded comments, via email to clerk@miamilakes-fl.gov.

The Chair will allow for public comment using Zoom after the parties have concluded the presentation of their cases and before a vote is taken. In addition, the Chair will request that the Clerk read any

comments or emails sent about the matter that is not the subject of the hearing into the record. However, those comments standing alone are not sworn and do not qualify as competent substantial evidence on which the quasi-judicial board may rely, except that they may be considered if they support sworn testimony that is considered competent substantial evidence.

The Chair may exercise their authority to limit the length of time provided to an individual for public comment. In addition, the Chair may preserve decorum and order.

A phone number and email address will be provided for individuals who may have questions on how to access the meeting or participate in the meeting, prior to the date of the meeting. A Town employee will be present during the meeting at the Council Chambers to assist the public with the computer. Please call (305) 364-6100 during business hours.

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A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PURSUANT TO SUBSECTION 13-305(f)(1) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE; PERTAINING TO A REQUEST IN ACCORDANCE WITH SECTION 13-304(h) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR SITE PLAN APPROVAL AND A REQUEST IN ACCORDANCE WITH SECTION 13-303 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A CONDITIONAL USE; ALL BEING SUBMITTED FOR THE PROPERTY LOCATED AT 5875 NW 163 ST, AS PROVIDED AT EXHIBIT "A", MIAMI LAKES, FLORIDA, FOLIO NO. 32-2013-015-0030, AS DESCRIBED AT EXHIBIT "B"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

13. NEW BUSINESS ITEMS

- | | | |
|----|--|-----|
| a. | Green Vehicle Policy (Dieguez) | 321 |
| b. | Aluminum Patio Roof (J.Rodriguez) | 322 |
| c. | NW 87th Avenue Speeding and Protected Bike Lanes (Cid) | 324 |
| d. | Honoring Lieutenant Normando "Norm" Gregorisch (Collazo) | 325 |

This item requires the waiver of Section 7.2 of the Special Rules of Order

e.	FPL Franchise Fee (J. Rodriguez)	327
f.	New School Year 2020-2021 (Cid)	329
	This item requires the waiver of Section 7.2 of the Special Rules of Order	
*g.	Pop-Up Academic Centers (Alvarez)	330
	This item requires the waiver of Section 7.2 of the Special Rules of Order	
14.	MAYOR AND COUNCILMEMBER REPORTS	
15.	MANAGER'S REPORTS	
a.	Town Manager's Monthly Police Report	331
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c.	NW 59th Avenue Extension Project update	336
d.	Civic Innovation Challenge	337
e.	Contact Tracing	339
16.	ATTORNEY'S REPORT	366
a.	Michael Pizzi JR. v. Town of Miami Lakes	
b.	Juan Valiente v. Town of Miami Lakes	
17.	ADJOURNMENT	

This meeting is taking place virtually and the public may participate by using any of the 3 methods described above. A copy of this Agenda has been posted on the Town of Miami Lakes Website at miamilakes-fl.gov and is available at Town Hall, 6601 Main Street, Miami Lakes 33014. In accordance with the Americans with Disabilities Act of 1990, if you need special accommodations to participate in this meeting should contact Town Hall at 305-364-6100 two days prior to the meeting.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Economic Development Committee

Subject: Committee Report

Date: August 18, 2020

Please see attached Committee Report.

Economic Development Committee

Report to Council August 2020

MISSION STATEMENT:

Our Mission Statement: The Economic Development Committee assists in the development of a well-rounded business climate to help build the Town's commercial tax base through the aggressive recruitment of new businesses.

MEMBERSHIP:

Name	Committee Position	Nominated by:
Eddie Blanco	Chair	Nelson Rodriguez
Andrea Rechichi	Vice Chair	Carlos Alvarez
Elizabeth Coto	Secretary	Marilyn Ruano
Rodolfo Blanco	Member	Marilyn Ruano
Romy Portuondo-Remior	Member	Carlos Alvarez
Vicente Rodriguez	Member	Manny Cid
Jessica Medina	Member	Manny Cid
Jorge Alvarez	Member	Josh Dieguez
Alex Castro	Member	Josh Dieguez
Neill Robinson	Member	Luis Collazo
Magaly Rubio	Member	Luis Collazo
John Tingle	Member	Nelson Rodriguez
Jose Llano	Member	Jeffrey Rodriguez
Steven Brimo	Member	Jeffrey Rodriguez

No vacancies

BUDGET 2019-2020 (\$20,000.00)

Description	Allocation
Miami Lakes Chamber of Commerce (Membership and Expo)	\$10,000.00 (\$3000 +\$7000)
https://www.localintel.co/ (Marketing Resource)	\$10,000.00
SPONSORSHIP and IN-KIND Services	Received
Miami Lakes Chamber of Commerce	\$250
Columbus Senior High School	\$10,000 of V/A services
Bank United	\$2,500 payment to Bricks to clicks

SCHEDULED EVENTS AND ACTIVITIES

Event and Activities	Date	Budget	Attendance
Hosted our first Miami Dade County Mayoral Forum	7-17-2020	\$0	10000+ online views
Bricks to Clicks – 1 of 5 online courses	8-5-2020	\$0	TBD

MEETING AND ACCOMPLISHMENTS

- Made Recommendations to Council to respond to COVID, which included:
 - Town of Miami Lakes send a letter on behalf of the town reaching out to all our local, state and Federal representative with support requesting more Testing Sites and petition the State to suspend the collection of sales taxes through June 30
 - We request that the Town of Miami Lakes send a letter to the local chamber of commerce and trade organization
 - Modify code to ensure that all procured by the town must be products made within the USA
 - new or pending application for change of use, allow new business owners to pay mobility fees on a payment schedule rather than a lumpsum upfront
 - The Town of Miami Lakes to support a weekly zoom meeting hosted by a local business community or trade organizations
 - Provide a \$5000.00 emergency budget to the town of Miami Lakes Economic Development Committee
 - Reimplement issuance of BTR and CU ASAP
 - **Cautious a careful Re-Opening**
- Hosted a Sunshine Meeting with the Council and Miami Lakes Chamber of Commerce to have an open dialogue about how the EDC and MLCC can work better together
- Through a Budget Subcommittee formulated a new budget to better respond to the needs of our business community
- Received an estimated \$10,000 in in-kind Audio-Video productions through David Caserta from Cozy Productions who connected us to Christopher Columbus Senior

INITIATIVES AND UPCOMING EVENTS

Educational Event: “Bricks to Clicks”: A Free educational event for our local business owners to learn how to effectively create an online business presence. (Sponsored by Bank United \$2,500.00 and Miami Lakes Chamber \$250.00). Due to COVID, this was delayed, but it is now scheduled as a 5 online Zoom Meeting providing businesses with support and Education

Know our Numbers: The members of the EDC believe it is critical that the EDC know the town numbers as they relate to Economic Data, local business data and growth. We are working with the town staff and working to expand our resources to obtain this information.

Promotional Videos: With support from Brandon Diaz, the EDC has produced promotional videos to highlight local business owners.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Youth Activities Task Force

Subject: Committee Report

Date: August 18, 2020

Please see attached committee minutes from the July 29, 2020 Committee Meeting. Oral report to be presented by the Committee at the Regular Council Meeting.

YATF Meeting

July 29, 2020

Call to Order: 4:15pm

Roll Call: Tony Fernandez, Brian Rodriguez, Daylin Figueroa-Garcia, Emily Garcia, Eric Gras, Nancy Matos, Flavia Nunez, Ellica Quintero, Ariana Rejas, Juan Rodriguez, Eddy Seden

Motion by Brian Rodriguez to adopt the meeting minutes for June 25th. Second by Nancy Matos. Motion passes.

Motion by Brian Rodriguez to host another drive-in movie (Spiderman: Into the Spiderverse) on August 28, 2020 and officially change the name of the event to “Movies in the Park-ing Lot”. Second by Nancy Matos. Motion Passes.

Motion by Tony Fernandez to move all available funds in our revenue account that was gained by sponsorships and fundraisers into our expenditure account. Second Nancy Matos. Motion passes.

Adjournment: 4:54pm



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Cultural Affairs Committee

Subject: Committee Report

Date: August 18, 2020

Oral report to be presented by Chairman Neil Robinson at the Regular Council Meeting.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Elderly Affairs Committee

Subject: Committee Report

Date: August 18, 2020

Oral report to be presented by Chairwoman Dorothy Wix at the Regular Council Meeting.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Gina M. Inguanzo, Town Clerk

Subject: Approval of Minutes

Date: August 18, 2020

Recommendation:

Attached please find the following minutes for your review and approval.

- July 14th, 2020 Virtual Regular Council Meeting
- July 21st, 2020 Virtual Town Investments Workshiop
- August 3rd, 2020 Virtual Special Call meeting
- August 11th, 2020 Virtual Workshop on Stormwater Rate Follow-up

MINUTES
Regular Council Meeting
July 14, 2020
6:30 p.m.
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. SPECIAL PRESENTATIONS:

None

2. ROLL CALL:

Mayor Manny Cid called the meeting to order at 6:31 pm.

The Town Clerk, Gina M. Inganzo, called the roll with the following Councilmembers being present: Carlos Alvarez, Luis Collazo, Jeffrey Rodriguez, Vice Mayor Nelson Rodriguez and Mayor Manny Cid. Councilmember Josh Dieguez joined the meeting at approximately 6:42 pm and Councilmember Marilyn Ruano joined the meeting at approximately 6:38pm.

3. MOMENT OF SILENCE:

Pastor Juan Barek from Iglesia Bautista Jesucristo El Camino led the prayer.

4. PLEDGE OF ALLEGIANCE:

Pledge of the Allegiance was led by Boy Scout Nicholas Aranda, from Troop 584 Ariel Fernandez led a meditation message from "Better You Minute"

5. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS):

Mayor Cid pulled item 9B from the consent calendar and moved up item 13F, to be discussed after Public Comments, so that the guest speaker can speak at such time. Councilmember J. Rodriguez pulled Item 9F from the consent Councilmember J. Rodriguez motioned the new order of business and the motion was seconded by Vice Mayor Rodriguez. All were in favor.

6. PUBLIC COMMENTS:

The Town Clerk, Gina M. Inganzo, read the instructions of proper decorum that are to be respected and followed in the Council Chambers of the Town of Miami Lakes and that are to be respected also in virtual meetings.

Paola Batic stated that she has been part of the town for over two decades and has always loved living here and that she is an active resident of the town; however, she stated that when ever since she attended the All Lives Matter rally a few weeks ago, she has been threatened, ostracized and even ignored by many in our community; that she and her husband have been called liars, communists among other things and that they have posted online many bad comments about them; that the silence from the elected officials makes her resent the town that she loves; she appreciates the town's agenda to address mental health and the mayor's empathy towards this and also implores the Town Council to be direct about the online harassment of these past few weeks and this should be addressed directly.

Helen Roldan spoke in regards to 13D; she stated that she wants businesses to survive; however, she stated that this item is misguided because she understands that Florida is the epicenter of COVID-19 and that the priority should not be to sue Miami-Dade County to open indoor dining because this may not be the practical solution; that our priority should be to advocate for small businesses and restaurants to get more funding from federal, state and county dollars so that they can survive; she urged the Town Council to work with local landlords to work and provide rent relief for business owners; instead of paying legal fees money could be used to market our small businesses thru social media campaign to advertised deliveries, outdoor dining, close down parking lots so businesses can offer outdoor dining; she mentioned that a good friend and her baby are in the hospital due to COVID-19 related issues and that she feels the town should not sue for indoor dining when it can impact so many people's health.

The Town Clerk, Gian M. Inguanzo, stated that she received an email considered a public comment from Ms. Bonnie Cintron regarding Item 9F.

7. APPOINTMENTS:

None

8. COMMITTEE REPORTS

1. Elderly Affairs Committee Meeting

The Chair of the CAC, Ms. Dottie Wix, presented the Committee's report. She explained that the EAC has two categories in their budget that they will not be able to spend due to one event being a Field Trip and the other event being a social event.

The total for the two events is \$9,006.74 and that the committee voted on moving the money to the Meet and Greet line item. Chair Wix explained that it is the desire of the committee to host a "Traveling Bingo", were the EAC would deliver food to the residents and for the meal packet to include a Bingo card with sometimes a prize attached to it. The EAC would like for this to start as soon as possible. Chair Wix further stated that the EAC is looking at delivering approximately 85 meals per week for the next 11 weeks and at the same time, supporting local businesses.

After discussion, it was decided to reach out to Freebie and work around the Freebie existing schedule and perhaps temporarily modified the schedule to accommodate this delivery to be delivered to the residents and for the EAC members to ride along and serve as ambassadors.

Councilmember Collazo made a motion to reallocate funds from the Senior Social \$3,006.74 and Field Trip \$6,000 to the Meet and Greet line item, for a total of 9,006.74 to be moved to the Meet and Greet Line item. It was seconded by Councilmember Alvarez and Ruano simultaneously. All were in favor. Mayor Cid and Councilmember J. Rodriguez were recused.

9. CONSENT CALENDAR:

Vice Mayor Rodriguez moved to approve the Consent Calendar. Councilmember Dieguez seconded the motion. The motion passed 6-0, Councilmember Ruano was absent.

A. APPROVAL OF MINUTES

- June 16, 2020 Regular Council Meeting
- June 25, 2020 Sunshine Meeting on Budget

Approved on Consent.

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO ACCEPT THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM), FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM AWARD; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FLOOD MITIGATION ASSISTANCE PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

Mayor Cid thanked Town Staff for getting an extra \$93,000 and also thanked the Public Works Department for a great job well done. Mayor Cid explained that the Public Works Staff is supervising themselves all the projects instead of hiring an independent contractor. Motion by Mayor Cid and seconded by Councilmember J. Rodriguez. Motion passed 6-0 with Councilwoman Ruano being absent.

C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR RFP 2020-11, WEST LAKES DRAINAGE AND ROADWAY IMPROVEMENTS PROJECT TO RG UNDERGROUND ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$2,097,197.50; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND

CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

Approved on Consent

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING A WORK ORDER PURSUANT TO CONTRACT 2017-32(M) FOR MISCELLANEOUS ENGINEERING SERVICES, WITH MARLIN ENGINEERING, IN AN AMOUNT NOT TO EXCEED FORTY SEVEN THOUSAND TWO HUNDRED NINETY SEVEN DOLLARS AND 44/100 FOR POST DESIGN SERVICES ON THE WEST LAKES DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.(Pidermann)

Approved on Consent.

- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT WITH THE TGC BPW SOUTH, LLC., ALSO REFERRED TO AS THE GRAHAM PROPERTIES, IN ORDER TO SECURE LOCATION FOR THE PURPOSE TO RECEIVING, STORING AND PROCESSING DEBRIS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AUTHORITY TO EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE (Pidermann)

Approved on Consent

- F. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA; OPPOSING THE COUNTY CODE AMENDMENT PREVENTING MUNICIPALITIES FROM REQUIRING RIGHT OF WAYS PERMITS ON COUNTY OWNED ROADS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO TOWN CLERK; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

Councilmember J. Rodriguez pulled this item and explained that although he is in support of this item, he wanted to add an additional language. Councilmember J. Rodriguez then made a motion for the Town to reach out to other municipalities around the Miami Dade County and show the County a united opposition from multiple municipalities; municipalities should know what is going on and what type of construction is taking place in our roadways; that it would hold more weight if we have a united opposition. That is, to approve the resolution and to circulate it

around the county with a joint memo in opposition with multiple municipalities being included. The motion was seconded by Councilmember Dieguez. Vice Mayor Rodriguez co-sponsored this item. The motion passed 6-0, with Councilmember Ruano being absent.

10. ORDINANCE – FIRST READING:

None.

11. ORDINANCE – SECOND READING:

None.

12. RESOLUTIONS:

- A. SITE PLAN APPROVAL FOR CONSTRUCTION OF KISLAK BUILDING-A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PURSUANT TO SUBSECTION 13-305(f)(1) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE; PERTAINING TO A REQUEST IN ACCORDANCE WITH SECTION 13-304(h) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR SITE PLAN APPROVAL AND A REQUEST IN ACCORDANCE WITH SECTION 13-303 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A CONDITIONAL USE, ALL BEING SUBMITTED FOR THE PROPERTY LOCATED AT 7900 NW 154 STREET, AS PROVIDED AT EXHIBIT “A”, MIAMI LAKES, FLORIDA, FOLIO NOS. 32-2022-009-0010, AND 32-2022-062-0010, AS DESCRIBED AT EXHIBIT “B”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS OF FACT AND LAW; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.(Pidermann)

Town Attorney, Raul Gastesi read the title of the resolution and the quasi-judicial instructions into the record.

Mayor Cid explained that Council Chamber is opened to the public for those individuals wishing to testify as part of the hearing and do not have the ability to remotely participate in the hearing by video conference. Both the Town Clerk, Gina M Inguanzo and the Deputy Town Clerk, Ashley Shepple were present at the Council Chambers ready to assist any individual who opted to appear in person.

The Town Clerk, Gina M. Inguanzo, sworn-in collectively all those wishing to speak.

The Deputy Town Attorney, Lorenzo Cobiella asked for all Councilmembers to disclose, if any, their ex-parte communications before the public hearing commences.

Councilmember Collazo disclosed his ex-parte communications: he stated he spoke with Attorney for the Applicant, Javier Vazquez, and sent the corresponding form to the Town Clerk.

Councilmember Alvarez disclosed his ex-parte communications: he stated he spoke with Attorney for the Applicant, Javier Vazquez, and sent the corresponding form to the Town Clerk.

Councilmember J. Rodriguez disclosed his ex-parte communications: he stated he spoke with Attorney for the Applicant, Javier Vazquez and sent the corresponding form to the Town Clerk.

Vice Mayor Rodriguez disclosed his ex-parte communications: he stated he spoke with Attorney for the Applicant, Javier Vazquez, and sent the corresponding form to the Town Clerk.

Councilmember Dieguez disclosed his ex-parte communications: he stated he spoke with Attorney for the Applicant, Javier Vazquez and sent the corresponding form to the Town Clerk.

Councilmember Ruano disclosed his ex-parte communications: she stated she spoke with Attorney for the Applicant, Javier Vazquez and sent the corresponding form to the Town Clerk.

Mayor Cid disclosed his ex-parte communications: he stated he spoke with Attorney for the Applicant, Javier Vazquez and sent the corresponding form to the Town Clerk.

Susana Alonso, Senior Town Planner, presented a brief synopsis of the item.

Applicant's Attorney, Javier Vazquez, presented the item on behalf of Kislak Building ownership and on behalf of Bido Real Estate Group. He also introduced the following individuals as part of the applicant's team and in support of the application, whether it be ownership, architect team or developer group: Thomas Bartomo, Miguel Fonseca, Gus Ramirez and Rene Bido, Mike C, Raul Estrada and Jorge Ferrer.

Jorge Ferrer, Architect and Project Manager for this project, gave PowerPoint Presentation proving a summary of the site plan.

The Town Clerk recognized the following people that were sworn-in from the public:

Rene Vivo, stated that he is in support of the application

Raul Estrada, no comments

Mr. Gabriel, stated that he is in support of the Applicant's design team.

Kirk Almee, landscape architect of the Applicant's team

Ian Dixon, architect and in support of the Applicant's application

Mike Cea, stated he is with the developer group

Mr. Thomas, stated he is participating on behalf of Kislak

Carol Wyllie, on behalf of the Miami Lakes Architectural Control Committee, stated that she is not in opposition to the project but wanted to explain the letter that they sent to the town regarding this item; she expressed concern because the Architectural Committee had not seen the project being presented to the Town Council.

The Town Council asked questions to the Applicant's team and to Town Staff.

There was no one else wishing to speak or to be recognized. Mayor Cid then proceeded to close the public hearing.

Councilmember J. Rodriguez moved to approve the site plan, subject to the 11 conditions included in the Town Staff's in the memo and read into the record by Town Staff. Vice Mayor Rodriguez seconded the motion.

Councilmember Collazo mentioned that the condition for this project to be contingent on the Grahams Company Architectural Control Board approval of the site plan, needed to be added. Councilmember J. Rodriguez explained that he did not want to include that as a condition because he understood it was not needed. Town Attorney give his legal opinion this matter and said that he would be ok with it being contingent on the Control Board's approval on this case.

Councilmember Collazo then made a motion to add this condition to the main motion. Councilmember Ruano seconded the motion. After some discussion, Councilmember Collazo withdrew his motion.

The Town Clerk called the roll on the main motion and the motion passed, 7-0.

- B. CONDITIONAL USE TO OPERATE A UNIVERSITY- SOUTHEASTERN UNIVERSITY-QUASI-JUDICIAL ITEM A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PURSUANT TO SUBSECTION 13-305(f)(1) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE; PERTAINING TO A REQUEST IN ACCORDANCE WITH SECTION 13-303 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A CONDITIONAL USE; ALL BEING SUBMITTED FOR THE PROPERTY LOCATED AT 5875 NW 163 STREET, AS PROVIDED AT EXHIBIT "A", MIAMI LAKES, FLORIDA, FOLIO NO. 32-2013-015-0030; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

The Town Clerk, sworn-in collectively all those wishing to speak.

Town Attorney read the title of the resolution and he explained that the same quasi-judicial instructions read for item 12A, apply to Item 12B.

Mayor Cid explained that Council Chamber is opened to the public for those individuals wishing to testify as part of the hearing and do not have the ability to

remotely participate in the hearing by video conference. Both the Town Clerk and the Deputy Town Clerk were present at the Council Chambers ready to assist any individual who opted to appear in person.

Councilmember Collazo disclosed his ex-parte communications: he stated he spoke with Andrea Kaiser and sent the corresponding form to the Town Clerk.

Councilmember Alvarez disclosed his ex-parte communications: he stated he did not speak with Andrea Kaiser.

Councilmember Rodriguez disclosed his ex-parte communications: he stated he spoke with Andrea Kaiser and sent the corresponding form to the Town Clerk.

Vice Mayor Rodriguez disclosed his ex-parte communications: he stated he spoke with Andrea Kaiser and sent the corresponding form to the Town Clerk.

Councilmember Dieguez disclosed his ex-parte communications: he stated he spoke with Andrea Kaiser and sent the corresponding form to the Town Clerk.

Councilmember Ruano disclosed his ex-parte communications: she stated she spoke with Andrea Kaiser and sent the corresponding form to the Town Clerk.

Mayor Cid disclosed his ex-parte communications: he stated he spoke with Andrea Kaiser and sent the corresponding form to the Town Clerk.

Susana Alonso, Senior Town Planner, presented a brief synopsis of the item and answered questions posed by the Town Council.

Andrea Kaiser, on behalf of the Applicant, gave a PowerPoint Presentation on the Conditional Use Presentation. She also answered questions posed by the Town Council.

The Town Council asked questions to the Applicant team and to Town Staff.

There was no one else wishing to speak or to be recognized. Mayor Cid then proceeded to close the public hearing.

Councilmember Collazo made a motion to approve the Conditional use to operate the college, with the caveat that future expansions to come back to the Town Council for deliberations. The motion was seconded by Councilmember Ruano. The Town Clerk called the roll and the motion passed 7-0.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA DECLARING AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE TOWN'S PROPOSED MILLAGE RATE, ROLLED-BACK RATE COMPUTED PURSUANT TO 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME AND PLACE AT WHICH PUBLIC

HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE PROPOSED BUDGET FOR FISCAL YEAR 2020-2021; AUTHORIZING THE TOWN MANAGER TO CHANGE BUDGET HEARING DATES IF NEEDED; DIRECTING THE TOWN CLERK TO SERVE THIS RESOLUTION ON THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

The Town Attorney read the title of the resolution into the record.

The Town Manager presented the item and explained that this resolution would set the tentative millage rate for the fiscal year 2020-21 at 2.3127 mills, which is \$2.3127 per \$1,000 of assessed property value. This would be the maximum rate that can be levied against the taxpayers for next fiscal year. Also, this resolution sets the two public budget hearing in September.

Councilmember Dieguez moved to adopt the recommendation of the Town Manager and keep the millage rate at the current rate. The motion was seconded by Councilmember Collazo. The Town Clerk called the roll and the motion passed 7-0.

13. NEW BUSINESS ITEMS

A. National League of Cities (Cid)

Mayor Cid made a motion to pass the resolution and ask the County to release those funds immediately, and in the worse case scenario, ask the federal government to amend the CARES Act. Councilmember Collazo seconded the motion. All were in favor.

B. Incorporating the Town of Miami Lakes Seal to All Entry Way Signage (Alvarez)

Mayor Cid made a motion to waive section 7.2 of the Special Rules of Order. The motion was seconded by Councilmember Dieguez and all were in favor.

Councilmember Alvarez made a motion directing the Town Manager to work with Town Staff to design and look into how we can incorporate the TOML seal in our boundaries located at 154th and NW 87th Avenue. The motion was seconded by Vice Mayor Rodriguez. During the discussion, the Neighborhood Improvement Committee was tasked to design branding guidelines regarding the Town Seal; branding guidelines and approving primary and secondary seals or even possibly alternate logos for our town on how to incorporate them from a branding standpoint.

The motion passed 5-2; with Councilmember Dieguez and Councilmember Ruano voting in opposition.

C. Amicus Briefs in Support of Businesses (Dieguez)

Mayor Cid and Councilmember J. Rodriguez were recused.

Councilmember Collazo made a motion to waive section 7.2 of the Special Rules of Order. The Motion was seconded by Councilmember Alvarez and the motion passed 5-0, with Mayor Cid and Councilmember J. Rodriguez being recused.

Councilmember Collazo made a motion to re-open public comments for the purpose of this item, to allow the video of Mr. Sabatino to be played. Councilmember Ruano seconded the motion and the motion passed 5-0; Mayor Cid and Councilmember J. Rodriguez being recused.

A video from Anthony Sabatino was played, on behalf of Chair Eddie Blanco.

Motion by Councilmember Dieguez to move to direct the Town Attorney, that at the appropriate time, once an organized legal challenge has been made to the Third District Court of Appeals, challenging the closure of indoor dining room, that the Town Attorney prepare, circulate and then file an amicus brief in support of the businesses that are challenging the mayor's latest order with respect to the indoor dining closure. Councilmember Dieguez explained that this amicus brief must be circulated to the Town Council for their input before filing and it would be to challenge Mayor Gimenez' latest order regarding the indoor dining room closures. The motion was seconded by Councilmember Alvarez.

After discussion, Councilmember Dieguez made an amendment to his motion, for a resolution to be drafted by the Town Attorneys and to be sent out informing other municipalities of the action the Town Council took and to encourage them to do the same. He explained that this would make Mayor Gimenez more comprehensive and forthcoming with the basis for the closure – which is what restaurants want to know. The amended motion was seconded by Councilmember Ruano. The amendment passed 5-0, Mayor Cid and Councilmember J. Rodriguez were recused.

The Town Attorney explained that a motion to intervene in a lawsuit would need to be filed first, but he emphasized that he will bring it to the attention of each councilmembers separately, in order to decide at that point, if they feel compelled to file and then a Special Call Meeting would be called to have the governing body discuss and ultimately, decide what cause of action to take; whether to intervene in the lawsuit or not.

The main motion, as amended, passed 5-0; Mayor Cid and Councilmember J. Rodriguez were recused.

D. CARES Act Funds for Town of Miami Lakes (Alvarez)

Councilmember Collazo made a motion to waive section 7.2 of the Special Rules of Order. The Motion was seconded by Councilmember Alvarez and the motion passed 5-0, with Mayor Cid and Councilmember J. Rodriguez being recused.

Councilmember Alvarez made a motion directing the Town Attorney to file legal action against Miami Dade County, including seeking injunctive relief, not have to enforce Miami-Dade county's emergency order; in addition, to send out an letter to Mayor Gimenez and all members of the Board, requesting that Miami-Dade County share CARES Act funding with the Town of Miami Lakes and other Miami-Dade Municipalities, allowing us to implement inspections to assure restaurants, gyms, fitness centers and other affected businesses re in compliance with social distance, facial covering and adhering to all guidelines. This motion was seconded by Councilmember Ruano.

Councilmember Dieguez made a motion to extend the meeting to 11:30pm. The motion was seconded by Vice Mayor Rodriguez and all were in favor. Mayor Cid and Councilmember Rodriguez were recused.

After discussion, the Town Attorney stated that they are going to do some research as to whether there is standing for a lawsuit to proceed against Miami Dade County and that they will communicate this information to the Town Council by Friday, July 17th.

After some additional discussion, Councilmember Alvarez re-stated his motion and asked for a Special Call Meeting to take place on Tuesday, July 21st, contingent on the Town Attorney's legal research, where the Town Council would get direction and advice from the Town Attorney on what the ramifications and impact would be of filing a lawsuit against Miami Dade County, including seeking injunctive relief, to not have to enforce Miami Dade County Emergency Orders and also, to send a letter to the Mayor Gimenez and the Board County Commissioners requesting to share the CARES Acts with the Town of Miami Lakes and additional municipalities, allowing us to implement inspections to assure restaurants, gyms, fitness centers and other affected businesses re in compliance with social distance, facial covering and adhering to all guidelines. Councilmember Ruano seconded the motion and all were in favor. Councilmember J. Rodriguez and Mayor Cid were recused.

E. Contact Tracing Presentation (Dieguez)

Councilmember Collazo made a motion to waive section 7.2 of the Special Rules of Order. The motion was seconded by Councilmember Alvarez and all were in favor.

Councilmember Dieguez made a motion to add 30 minutes to the meeting, for it to adjourn at midnight. It was seconded by Vice Mayor Rodriguez and all were in favor.

Councilmember Dieguez made a motion to direct the Town Manager to prepare a presentation, to be presented at the August Regular Council Meeting, describing what contact tracing is, how it functions, what are the various challenges to implement it, what is the County doing; and for this presentation to be informative for us and the general public and to help the Town Council make better decisions with informed choices during the pandemic and in a way not to threaten the

economic viability of the lives of our residents. The motion was seconded by Councilmember Collazo and all were in favor.

F. COVID Testing in Miami Lakes (Collazo)

Councilmember Collazo made a motion to waive section 7.2 of the Special Rules or Order. The motion was seconded by Councilmember Alvarez and all were in favor.

Mayor Cid moved this item up to be discussed after Public Comments. He spoke about Dr. Hidalgo and about his experience and knowledge about treating patients with COVID-19. Mayor Cid gave the floor to Councilmember Collazo.

Councilmember Collazo presented his item and explained the reason why he introduced this as a new business item; he said that many residents have been asking him if there are any test sites in the town and the need to have additional testing sites, as the numbers continue to rise. Councilmember Collazo stated that it was a relief for our Town Staff to have a vendor come and offer a testing site for them and that he would like to offer same opportunities to our residents in our communities, a testing site, not a physician, that would rely on testing on a regular basis to make clinical decisions. He emphasized the importance of having rapid results to testing and that it saves lives. Councilmember Collazo then asked the Town Manager to expand on what the town is planning on doing and on the options to consider, from the moment his new business item was submitted.

Town Manager Pidermann stated that in conversations with Councilmember Collazo, he explained what the town had offered to town staff -which was a vendor coming to one of our facilities and providing testing- and that he had asked the Emergency Manager to set up a testing opportunity for Miami Lakes residents at one of our facilities, and instead of doing a nasal swabs, to do oral swabs. He also explained that the Emergency Manager had been contacted by Miami-Dade County, as to whether Miami Lakes would be interested in hosting a Miami-Dade County testing opportunity. He explained that the Miami-Dade County testing site would be more open to everybody, that it would be a nasal swab and no health insurance would be needed to participate. The Town Manager said that he was exploring both options -a vendor testing lab and the MDC testing site- and that he would continue to pursue both options.

Councilmember Collazo added that there was a third option that he would like Town Administration to explore, which is for an opportunity to have homebound people tested- which is a kit that people can self-administer the test at home. Councilmember Collazo asked for an opportunity for all three options to be explored and maybe come back with a recommendation for the Town Council for further deliberation.

Councilmember Ruano asked the Town Manager if the three options would be pursued or if the Town Council would be voting on these recommendations. The Town Manager responded that his intention was to pursue the first two options and the third option mentioned by Councilmember Collazo -the self-administered test- he just heard about it earlier today. The Town Manager emphasized that his intent

was to move forward, unless the Town Council decides otherwise, that he would follow the direction given by the Town Council. Councilmember Ruano then stated that she wanted to have a discussion.

Mayor Cid then introduced and welcomed Dr. Leighton Parkins, from Dr. Hidalgo's clinic to give his input about the talk about Covid-19 testing and rapid testing. After the discussion of Item 13G, Councilmember Ruano asked Mayor Cid if the Town Council was going to revisit Item 13F. Councilmember Ruano asked if a motion had been made regarding Item 13F. No motion was made regarding Item 13F. Councilmember Collazo explained that the Town Manager had highlighted during his agenda briefing, the two options that Town Administration was taking and that subsequent to his agenda briefing, a third option was introduced -a mail in option. Councilmember Collazo explained that the Town Council did not decide on one option but instead, he understood that the general consensus of the Town Council was that testing was a good idea and that different models would be explored and that some would be implemented sooner than others.

Councilmember Ruano then stated her opinion that having a testing site open to anyone from any area and to have them come into Miami Lakes and getting them tested here, and having them potentially engaging in other activities in the town and moving inside the town, was not something attractive to her. Councilmember Ruano then made a motion to reconsider Item 13F. The motion was seconded by Vice Mayor Rodriguez seconded the motion. All were in favor.

Councilmember Ruano explained that she loved the idea of having a COVID-19 testing site for residents to have access and she also loved the idea of residents testing yourself at home, but not in support of having a Miami-Dade County testing site in the Town of Miami Lakes. After discussion, she made a motion to look into a testing site for Miami Lakes residents only and not pursue the Miami-Dade County testing site in our town. The motion was seconded by Vice Mayor Rodriguez for discussion.

After discussion, Councilmember J. Rodriguez made a motion to look at every single option, -the Miami Lakes option, the county option and the home testing option that Councilmember Collazo and the Town Manager brought up- every possible option that we can have to get the most amount of tests out there is what we should do. Councilmember Collazo added that access to testing is the number one thing, what can start turning this around, contract tracing is the number two thing to start turning this around and enforcing people to act responsibly by wearing masks and maintaining social distancing, can start getting us back on track. He stated that by having a testing site in Miami Lakes we will not expand the spread of it. That by having a testing site it would help us identify the virus and help us get people back in quarantine if they need to.

Councilmember Ruano withdrew her motion.

Councilmember Collazo then seconded Councilmember Rodriguez' motion and asked for this to be implemented ASAP. All were in favor. Mayor Cid asked the Town Manager to call Dr. Barbot – the Health Commissioner from NYC, who launched a Rapid Test Program. Mayor asked Town Staff to go above and beyond.

Councilmember Dieguez made a motion to extend the meeting until 12:15 am. The motion was seconded by Councilmember J. Rodriguez and all were in favor.

Once the item ended, the Town Council wished Happy Birthday to Councilmember Collazo.

G. Freebee Food Delivery

Councilmember Collazo made a motion to waive section 7.2 of the Special Rules of Order. The motion was seconded by Councilmember Alvarez and all were in favor.

Councilmember Dieguez made a motion to direct the Town Manager to take all appropriate steps to work with Freebee to begin services to Miami Lakes residents and corporate residents, from Miami Lakes based restaurants in the existing service areas. Councilmember Dieguez explained that by rearranging the schedule to implement a food delivery service in the town, would aid the restaurants in the town. This would be done until Freebee passenger ridership recovers to average numbers. Councilmember Collazo seconded the motion and all were in favor.

14. MAYOR AND COUNCILMEMBER REPORTS:

None

15. MANAGER'S REPORTS

A. Transparency Module

Ismael Diaz, CFO of the Town of Miami Lakes, presented a detailed PowerPoint presentation and explained that this module would provide residents with more transparency regarding financial information; provide financial information that is accurate and timely accessible on-line and on mobile phones. This information would be called "Transparent Miami Lakes".

B. Town Manager Monthly Police Report

Javi Ruiz, Town Commander, presented the Monthly Police report. Town Commander Ruiz mentioned about the protests that took place during the month and that they are conducting business impact checks to ensure compliance with social distancing guidelines.

Councilmember Collazo thanked the Police Department for their great work. All councilmembers agreed.

16. ATTORNEY'S REPORTS:

The Town Attorney had nothing to report.

18. ADJOURNMENT:

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There being no further business to come before the Town Council, the meeting adjourned at 12:40 am.

Approved this 16th day of June 2020

Manny Cid, Mayor

Attest:

Gina M. Inguanzo, Town Clerk

MINUTES
Virtual Town Investments Workshop Minutes
July 21, 2020
6:30 P.M
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. Call to Order:

Meeting was called to order at 6:33 p.m.

Present at the workshop were: Councilmember Luis Collazo, Councilmember Josh Dieguez, Councilmember Jeffrey Rodriguez, Councilmember Marilyn Ruano and Vice Mayor Nelson Rodriguez.

Also present at the workshop were Chief Executive Officer Ismael Diaz, Charles Gutierrez Committee Member, Ben Day Manager from Valley View, Town Manager Ed Pidermann, Deputy Town Attorney Tony Lopez, Public Works Director Carlos Acosta, Public Works Engineer Omar Santos, Chief Financial Officer Ismael Diaz, Controller Kay Grant, Budget Officer Melissa Hernandez, Deputy Town Attorney Lorenzo Cobiella, Deputy Town Clerk Ashley Sheppple, Strategic Planning, Performance & Innovation Manager German Cure and Town Clerk, Gina M. Inguanzo.

2. Moment of Silence:

None

3. Pledge of Allegiance:

None

4. Public Comments:

None

5. Items for Discussion:

Ismael Diaz led a PowerPoint presentation on how the Town of Miami Lakes makes investment decisions, and provided a detailed overview of the Town's Investment Policy and its compliance with Florida State Statutes, spoke about the investment committee and stated that the committee meets every four months, investment procedures, current investment portfolio, explained investment revenue trends and how much the Town has earned interest since 2012. Also, Mr. Ben

Day, spoke about the current economic view of what is going on in our nation. Ismael Diaz, Ben Day and Charles Gutierrez answered questions posed by the Town Council.

Ismael Diaz ended the workshop by presenting the Transparency Module and stated that the Transparency Module includes all the investment holdings reports and that it will be included in the Town Website by the end of July.

Councilmember Collazo thanked Mr. Charles Gutierrez for serving in this committee since its inception.

6. Adjournment:

This meeting was adjourned at 8:00 p.m.

Manny Cid, Mayor

Attest:

Gina M. Inganzo, Town Clerk

MINUTES
Virtual Special Call Minutes
August 3, 2020
6:00 p.m.
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. SPECIAL PRESENTATIONS:

None.

2. CALL TO ORDER:

Mayor Manny Cid called the meeting to order at 6:10 pm.

3. ROLL CALL:

The Town Clerk, Gina M. Inguanzo, called the roll with the following Councilmembers being present: Carlos Alvarez, Luis Collazo, Josh Dieguez, Jeffrey Rodriguez, Marilyn Ruano, Vice Mayor Nelson Rodriguez, and Mayor Manny Cid.

4. MOMENT OF SILENCE:

None.

5. PLEDGE OF ALLEGIANCE:

None.

6. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS):

None.

7. PUBLIC COMMENTS:

None.

8. APPOINTMENTS:

None.

9. COMMITTEE REPORTS

None.

10. CONSENT CALENDAR:

None.

11. ORDINANCE – FIRST READING:

None.

12. PUBLIC HEARINGS – ORDINANCES- SECOND READING:

None.

13. RESOLUTIONS:

None.

14. NEW BUSINESS ITEMS

A. To Discuss the County's decision to reduce the Municipalities share of the CARES ACT money (Vice Mayor Rodriguez)

Vice Mayor Nelson Rodriguez explained he requested this Special Call Meeting to discuss the County's decision to reduce the municipalities share of the CARES ACT money. The Miami Dade League of Cities President and Board have discussed negotiations with the Miami Dade County for a few weeks. The County did not consider the negotiations and has unilaterally decided to not provide the \$150-200 million requests from nearly \$500 million CARES ACT money to \$30 million for the 34 municipalities. Vice Mayor motioned to support the Miami Dade League of Cities resolution in joining in the filing litigation against Miami Dade County for fair share of CARE ACT dollars.

After discussion, Town Attorney Raul Gastesi explained that himself along with Deputy Town Attorney Lorenzo Cobiella that they have discussed with other municipalities with the county, if they will be filing a lawsuit along with the League. As of right now, the City of Miami is the only municipality that wants to file a lawsuit. Town Attorney Gastesi advised that the Town of Miami Lakes to not file as plaintiff and just put for a resolution stating the Town will work together with other municipalities and will consider a class action lawsuit. They further advised the Town Council to motion for legal department to inform the council if any other municipality or the Miami Dade League of Cities does file a lawsuit and assess the Town's potential involvement with the lawsuit.

Vice Mayor Nelson Rodriguez amended his motion based on legal's department. The amended motion was as follows: the Town will work together with other municipalities and will consider a class action lawsuit and direct the legal department to inform the council if any other municipality or the Miami Dade League of Cities files a lawsuit and assess the Town's potential involvement with the lawsuit. Councilmember Dieguez seconded the motion. The Town Clerk called the roll and the motion passed 6-0. Councilmember Alvarez was absent.

B. Mayor's 2020 Back to School Event: Virtual Game Night (Mayor Cid)

Education Advisory Board Member Hector Abad stated his committee is in full support and will be volunteering to help with Mayor's 2020 Back to School Event. He said this year there will be a virtual game night component along with backpack school supplies drive thru. Mayor Cid made a motion to host the "Mayor's 2020 Back to School: Virtual Game Night" on Saturday, August 15th from 10 am to 1pm. Councilmember Collazo seconded the motion, and all were in favor.

15. MAYOR AND COUNCILMEMBER REPORTS:

None.

16. MANAGER'S REPORTS

A. Strategic Plan Retreat (Pidermann)

Town Manager Pidermann advised to re-schedule the September 2020 Strategic Plan Retreat for early 2021 so it may be in-person rather than virtual. Councilmember Collazo moved to re-schedule the September 2020 Strategic Plan Retreat for early 2021 or when management sees fit to host the retreat in-person. Councilmember Alvarez seconded the motion, and all were in favor.

17. ATTORNEY'S REPORTS:

None.

18. ADJOURNMENT:

There being no further business to come before the Town Council, the meeting adjourned at 7:28 pm.

Manny Cid, Mayor

Attest:

Gina M. Inganzo, Town Clerk

MINUTES
Virtual Stormwater Rate Study Follow-Up Workshop
August 11, 2020
6:30 P.M
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. Call to Order:

Meeting was called to order at 6:50 p.m.

Present at the workshop were: Councilmember Luis Collazo, Councilmember Josh Dieguez, Councilmember Jeffrey Rodriguez, Councilmember Marilyn Ruano and Vice Mayor Nelson Rodriguez.

Also present at the workshop were Wood PLC Consultant Elizabeth Treadway, Town Manager Ed Pidermann, Deputy Town Attorney Tony Lopez, Public Works Director Carlos Acosta, Public Works Engineer Omar Santos, Chief Financial Officer Ismael Diaz, Controller Kay Grant, Budget Officer Melissa Hernandez, Deputy Town Clerk Ashley Shepple and Strategic Planning, Performance & Innovation Manager German Cure.

2. Moment of Silence:

None

3. Pledge of Allegiance:

None

4. Public Comments:

None

5. Items for Discussion:

Wood PLC Consultant, Elizabeth Treadway, led a PowerPoint presentation on the findings of the Stormwater Rate Study. Mrs. Treadway explained options on how to address this capital project and the maintenance and the future needs of it. She along with Carlos Acosta and Ismael Diaz answered questions posed by the Town Council. The Town Council would like Town Staff to come back with funding options on how to address the issue.

6. Adjournment:

This meeting was adjourned at 8:25 p.m.

Manny Cid, Mayor

Attest:

Gina M. Inganzo, Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Budget Line Item Transfer – Fountain for Breanna Vergara Courtyard

Date: August 18, 2020

Recommendation:

It is recommended that the Town Council approve the transfer of unencumbered appropriation balance or portion thereof between classifications with the Capital Fund. The proposed line item modifications from Par 3 Park to Passive Park (Breanna Vergara Courtyard) in the amount of \$21,000

Background

As part of the adopted budget in FY 2018, the Town Council approved the allocation of \$30,000 to redevelop the SW Corner Lot of Royal Oaks Park into a passive park. Staff created a conceptual design which included concrete pathways, benches, wood split rail fencing, trees, signage, dog waste receptacle, and a fountain as a proposed future sensory enhancement. This conceptual rendering was presented and unanimously approved at the October 2018 Council Meeting. Staff subsequently held a community meeting in December 2018 to discuss the proposed conceptual design with the surrounding neighbors and received overwhelming support.

At the July 2019 Council Meeting, Vice Mayor Rodriguez introduced a New Business Item to rename the park to the Breanna Vergara Courtyard. The Town held a groundbreaking ceremony with the family the following month and construction began. As the project developed, there were several items that came in higher than the original anticipated estimates which caused the project to be overbudget. The Town Council approved an additional \$15,000 at the April 2020 Council Meeting for the signage and fountain. Unfortunately, there was an issue with the initial source identified to power the fountain, so staff is requesting an additional \$21,000 to establish a new power source at the NW Corner of Courtyard and bring in pressurized water to the site. If approved, the Total Project Cost will be \$66,000.

In an effort to expedite this project we are requesting approval for this transfer, however a budget ordinance will be done to move available funds from the impact fee fund (park open spaces) to supplant these funds within the Capital Fund. Please note that both items are eligible for the use of Park Open Space Impact Fees.

Attachments:

Resolution on Budget transfers FY 2019-20

Exhibit A – Budget Line Item transfers- Capital

RESOLUTION NO. 2020- _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE
BUDGET APPROVED BY ORDINANCE NO. 19-251;
AUTHORIZING THE TOWN MANAGER TO TAKE ALL
ACTION NECESSARY TO IMPLEMENT THE TERMS
AND CONDITIONS OF THIS RESOLUTION; PROVIDING
FOR INCORPORATION OF RECITALS; AND PROVIDING
FOR AN EFFECTIVE DATE. (PIDERMANN)**

WHEREAS, on September 24, 2019, in accordance with Section 200.065, Florida Statutes and Section 8.7 of the Town of Miami Lakes (the “Town”) Charter, the Town Council adopted the Budget for Fiscal Year 2019-2020 (the “Budget”) by Ordinance No. 19-251; and

WHEREAS, during fiscal year 2018-19, the Town Council approved the allocation of Thirty Thousand Dollars to redevelop the SW Corner Lot of Royal Oaks Park into a passive park; and **WHEREAS**, at the July 2019 Council meeting, the Council voted on designating the SW Corner Lot of Royal Oaks Park into the Breanna Vergara Courtyard; and

WHEREAS, during the April 2020 Council meeting, the Town Council approved an additional Fifteen Thousand Dollars for the installation of a fountain and signage; and

WHEREAS, pressurization of the water necessary to operate the water fountain has caused additional costs in the project, as new water sources were required in order to properly operate the fountain; and

WHEREAS, additional funds are necessary in the amount of Twenty One Thousand Dollars; and

WHEREAS, Capital Funds have been identified from the PAR 3 Park to Passive Park Development that can be used to complete this project; and

WHEREAS, Section 4 of Ordinance No. 19-251 authorizes the Town Council to modify any department, category total or line item of the Budget by resolution so long as the modification does not exceed the Town's total budgeted funds for the Fiscal Year 2019-2020; and determined that it is necessary to modify the Budget as set forth in the exhibit attached hereto as "A."

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Line Item Modification. The Budget for Fiscal Year 2019-2020 adopted in Section 2 of Ordinance 19-251, is hereby modified, as reflected in Exhibit "A" attached hereto. The revisions for each fund are within the approved expenditure authority for Fiscal Year 2019-2020. The Town Council hereby modifies the budget as set forth herein and authorizes the Town Manager to administratively adjust line items to reflect audit adjustments and or line item revisions necessary within each department's expenditure authority.

Section 3. Authorization of Town Manager. The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this resolution and expend budgeted funds.

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

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PASSED AND ADOPTED this 18th day of August 2020

The foregoing resolution was moved for adoption by _____. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manuel Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manuel Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raúl Gastesi, Jr.
GASTESI, LOPEZ AND MESTRE, PLLC
TOWN ATTORNEY

EXHIBIT “A”

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET LINE ITEM TRANSFER
CAPITAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 AMENDED BUDGET	BUDGET AMENDMENT & LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET	BUDGET AMENDMENT COMMENTS
PARKS IMPROVEMENTS					
REVENUES					
GRANT-NEAT STREET MIAMI	\$36,089	\$0		\$0	
GRANT-NEAT STREET MIAMI	\$0	\$41,470		\$41,470	
CAP PARKS BUDGET CARRYFORWARD	\$619,869	\$1,110,432		\$1,110,432	
TRANS FR GENERAL FUND - PARKS	\$728,636	\$0		\$0	
TRANS FR PARKS IMPACT FEE FD - IMPROV	\$328,743	\$0		\$0	
TRANS FR PARKS IMPACT FEE FD - OPEN SPACE	\$0	\$275,090		\$275,090	
TRANSFERS IN-BLACK OLIVE TREE PROGRAM	\$0	\$41,470		\$41,470	
FLORIDA DEPT OF AGRICULTURE & CONSUMER SERVICES	\$0	\$200,000		\$200,000	
TOTAL REVENUES:	\$1,713,337	\$1,668,462	\$0	\$1,668,462	
EXPENSES					
TRANSFERS OUT-GENERAL FUND	\$0	\$420,000		\$420,000	
CIP RESERVE FOR PARKS	\$0	\$0		\$0	
WEST LAKE NEIGHBORHOOD REFORESTATION PROGRAM	\$98,040	\$82,940		\$82,940	
SENIOR CENTER BUILDOUT	\$0	\$0		\$0	
TOTAL ADMINISTRATIVE PROJECTS:	\$103,040	\$502,940	\$0	\$502,940	
BMP - 154TH STREET AND PALMETTO	\$0	\$0		\$0	
FDOT HIGHWAY BEAUTIFICATION	\$0	\$0		\$0	
MINI PARKS GREENWAY BIKE PATH	\$0	\$0		\$0	
TOTAL GREENWAY & TRAILS	\$0	\$0	\$0	\$0	
ROP SPORTS FIELDS LED RETROFIT	\$199,838	\$18,300		\$18,300	
TOTAL ROYAL OAKS PARK PROJECTS	\$199,838	\$18,300	\$0	\$18,300	
MINI PARKS COMM CENT EAST	\$5,709	\$0		\$0	
TOTAL PARK -EAST (YOUTH CENTER)	\$5,709	\$0	\$0	\$0	
MINI PARKS IMPROVEMENTS-PLAYGROUND RENOVATION	\$85,744	\$0		\$0	
TOTAL PARK -WEST (MARY COLLINS)	\$85,744	\$0	\$0	\$0	
MLOP STORAGE FACILITY	\$41,960	\$188,000		\$188,000	
MLOP MASTER PLAN	\$61,669	\$516,860		\$516,860	
MLOP WORKS OF ART/COLLECTIONS	\$7,000	\$12,085		\$12,085	
TOTAL MIAMI LAKES OPTIMIST PARK	\$110,629	\$716,945	\$0	\$716,945	
MACHINERY & EQUIPMENT-MINI PARKS IMPRO.	\$53,464	\$5,187		\$5,187	
TOTAL MINI PARKS	\$53,464	\$5,187	\$0	\$5,187	
BRIDGE PARK (154TH BRIDGE)	\$11,892	\$200,000		\$200,000	
170TH STREET GREENWAY TRAIL	\$0	\$60,000		\$60,000	
PAR 3 PARK	\$0	\$150,000	(\$21,000)	\$129,000	
PASSIVE PARK DEVELOPMENT	\$32,590	\$15,090	\$21,000	\$36,090	To fund the completion for the fountain at Bree's Courtyard in the SW Corner lot of ROP.
MADDEN'S HAMMOCK PARK/PROFESSIONAL SERVICES	\$0	\$0		\$0	
TOTAL PASSIVE PARK DEVELOPMENT	\$44,482	\$425,090	\$0	\$425,090	
TOTAL PARKS IMPROVEMENTS EXPENDITURES	\$602,905	\$1,668,462	\$0	\$1,668,462	
NET PARKS IMPROVEMENT	\$1,110,432	\$0	\$0	\$0	



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Interlocal Agreement with Miami-Dade County for Federally-Funded “CARES” Subaward

Date: August 18, 2020

Recommendation:

It is recommended that the Town Council adopt the attached resolution and approve the Interlocal Agreement with Miami-Dade County to access CARES funds to mitigate the economic impact felt by COVID-19.

Background

On March 27, 2020, the United States Congress passed legislation providing the local governments with populations greater than 500,000 with federal dollars to mitigate the economic impact felt by the COVID-19 health care pandemic. Miami-Dade County was among the 12 government units in Florida that received funds. Specifically, Miami-Dade County received approximately half a billion dollars in relief.

After weeks of discussions between Miami-Dade County and its Municipalities, Miami-Dade County agreed to provide 75 million dollars in COVID related relief to Municipalities, and an additional 25 million dollars budgeted for municipal programmatic proposals, subject to approval by Miami-Dade County Board of County Commissioners.

Access to CARES act funds will provide the Town with needed capital to mitigate the economic effects of COVID 19.

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE TOWN OF MIAMI LAKES, TOWN COUNCIL,
APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE
COUNTY FOR FEDERALLY-FUNDED “CARES” SUBAWARD;
PROVIDING MANAGER WITH AUTHORITY TO EXECUTE
INTERLOCAL AGREEMENT; PROVIDING FOR INCORPORATION OF
RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.
(PIDERMANN)**

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed into law on March 27, 2020 and appropriated \$150 billion of direct federal funding for state and local governments to address unforeseen financial needs and risks created by the Novel Coronavirus (“COVID-19”) pandemic public health emergency; and

WHEREAS, the CARES Act appropriated Four Hundred Seventy Four Million Eighty Five Thousand Seventy Eight Dollars and 50/100 (\$474,085,078.50) to Miami-Dade County, making this the highest amount in direct federal funding to any eligible local government in the States and Eligible Units of Local Government; and

WHEREAS, The Miami-Dade County Mayor’s Coalition and Board of Directors agree that the Federal funds received by Miami-Dade County for COVID-19 assistance should be distributed based on population; and

WHEREAS, the collective population of all the municipalities in Miami Dade County represent 57% of the County’s population; and

WHEREAS, the municipalities and Miami-Dade County have been negotiating over the share of the CARES Act funds that the municipalities will receive from Miami-Dade County; and

WHEREAS, at the August 4, 2020 Special Meeting of the Miami-Dade Board of County Commissioners (the “Board”), the Board allocated a total of not-to-exceed \$100,000,000 in CARES Act funds to the municipalities in the County as follows: \$75,000,000 for reimbursement of FEMA local match eligible expenditures as well as CARES Act eligible governmental operations expenditures that are not FEMA reimbursable, and \$25,000,000 for municipal programmatic proposals subject to approval in advance by the Board; and

WHEREAS, the interlocal agreement, as included in Exhibit “A,” will allow the Town of Miami Lakes to access CARES monies held by the County; and

WHEREAS, the Town Council believes that entering into an interlocal agreement is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. **Approval of Miami-Dade County’s Interlocal Agreement for Federally-Funded Subaward** The Town Council hereby approves and agrees to the terms as expressed in Miami-Dade County’s Interlocal Agreement for Federally-Funded Subaward (“Cares”) as attached hereto in Exhibit “A.”

Section 3. **Town Manager Authority.** The Town Manager and, or his delegate, are authorized to execute Miami-Dade County’s Interlocal Agreement for Federally-Funded Subaward (“Cares”) as attached hereto in Exhibit “A,” and any other amendments, modifications or other document necessary to effectuate the interlocal agreement as attached hereto.

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

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Resolution 20 - _____

Passed and adopted this _____ day of _____, 2020.

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

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos Alvarez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Joshua Dieguez _____

Councilmember Luis Collazo _____

Councilmember Marilyn Ruano _____

Manny Cid
MAYOR

Attest:

Gina Inganzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

**INTERLOCAL AGREEMENT
FOR FEDERALLY-FUNDED SUBAWARD**

This Interlocal Agreement (the "Agreement") entered into this ____ day of _____ 2020, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), and _____, a municipal corporation located within the geographic boundaries of Miami-Dade County, Florida (the "Municipality", and together with the County, the "Parties").

For purposes of this Agreement, the County serves as the Pass-through entity for a Federal Award, and the Municipality serves as the Sub-Recipient of a Subaward.

WHEREAS, in March 2020, the United States Congress passed, and President Donald Trump signed into law, H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"); and

WHEREAS, the CARES Act is a \$2 trillion Federal stimulus package which provided, among other things:

- one-time checks of \$1,200 to Americans earning a certain income;
- \$349 billion in loans to small businesses;
- \$17 billion of assistance to companies deemed crucial to national security;
- grants of \$25 billion for passenger air carriers, \$4 billion for air-cargo carriers, and \$3 billion for certain contractors; and
- a \$150 billion Coronavirus Relief Fund ("CRF") for local governments; and

WHEREAS, the CARES Act requires that payments to local governments from the CRF only be used to cover expenses that:

- are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 ("COVID-19");
- were not included in the budget most recently approved as of March 27, 2020 for the State or local government; and
- were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State of Florida was allocated \$8.328 billion from the CRF, of which the County received \$474 million; and

WHEREAS, the United States Department of the Treasury (the "Treasury") has released guidance for State, territorial, local and Tribal governments pertaining to the CRF ("CRF Guidance"), which was most recently updated on June 30, 2020, and a copy of which is attached to this Agreement as Exhibit 1 and incorporated herein; and

WHEREAS, the Treasury has also released Frequently Asked Questions pertaining to the CRF ("CRF FAQ"), which was most recently updated on July 8, 2020, and a copy of which is attached to this Agreement as Exhibit 2 and incorporated herein; and

WHEREAS, the CRF FAQ provides that CRF payments made by the Treasury to State, territorial, local, and Tribal governments are considered "other financial assistance" under 2 Code of Federal Regulations (C.F.R.) § 200.40; and

WHEREAS, the CRF FAQ further provides that a county receiving CRF payments may, but is not required to, transfer CRF funds to smaller cities within the county's borders, provided that the transferred funds are used by the cities for eligible expenditures under Section 601(a) of the Social Security Act as implemented in the CRF Guidance; and

WHEREAS, 2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal Agreement, including an Agreement that the County considers a contract"; and

WHEREAS, at the August 4, 2020 Special Meeting of the Miami-Dade Board of County Commissioners (the "Board"), the Board allocated a total of not-to-exceed \$100,000,000 in CARES Act funds to the municipalities in the County as follows: \$75,000,000 for reimbursement of FEMA local match eligible expenditures as well as CARES Act eligible governmental operations expenditures that are not FEMA reimbursable, and \$25,000,000 for municipal programmatic proposals subject to approval in advance by the Board; and

WHEREAS, the primary purpose of this Agreement is to ensure the effective and timely dissemination of CRF dollars to reimburse the Municipality for such eligible expenditures, as permitted by Section 601(a) of the Social Security Act as implemented in the CRF Guidance and FAQ, and as authorized by the Board; and

WHEREAS, this Agreement is not a legal requirement of the Treasury, but rather is a voluntary Agreement to provide funding to the Municipality if all conditions are met to enable the County to remain in compliance with the Treasury's Office of Inspector General's memoranda and subsequent addenda regarding CRF Monitoring, Reporting and Record Retention Requirements (the "Treasury OIG Memoranda"), copies of which are attached to this Agreement as Exhibit 3 and 3-1, and incorporated herein,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

DEFINITIONS

- A. "Contractor" shall mean any entity, public or private, providing services as described in this Agreement.
- B. "Designation of Authority" shall have the meaning set forth in Articles V and VII of this Agreement.
- C. "Events of Default" shall have the meaning set forth in Article XVIII of this Agreement.
- D. "Federal Award" shall mean Federal financial assistance that a non-Federal entity receives directly from a Federal Awarding Agency or indirectly from a Pass-through entity per 2 C.F.R. §200.38.
- E. "FEMA" shall mean the Federal Emergency Management Agency.
- F. "Funds" shall mean any CARES Act CRF funds advanced or transferred to the Municipality for reimbursement of eligible expenditures in accordance with the terms and conditions set forth in this Agreement.
- G. "Pass-through entity" shall mean a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program per 2 C.F.R. §200.74.
- H. "Representative" shall refer to the individual set forth in Article V of this Agreement authorized by the Municipality to act on behalf of the Municipality.
- I. "Request for Reimbursement" shall have the meaning set forth in Article VII of this Agreement.
- J. "Subaward" shall mean an award provided by a Pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal Award received by the Pass-through entity per 2 C.F.R. §200.93.
- K. "Sub-Recipient" shall mean a non-Federal entity, such as a municipality, that receives a subaward from a Pass-through entity to carry out part of a Federal program per 2 C.F.R. §200.93.

SUBAWARD INFORMATION

The following Agreement information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	_____
Sub-Recipient's unique entity identifier:	_____
Federal Award Date:	<u>March 13, 2020</u>
Name of Federal Awarding Agency:	<u>U.S. Treasury Department</u>
Name of Pass-through entity:	<u>Miami-Dade County</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>21.019 Coronavirus Relief Fund</u>

ARTICLE I REPRESENTATIONS

- A. The Municipality represents that it is fully qualified and eligible to receive the Funds.
- B. The Municipality certifies that it has the legal authority to receive the Funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Municipality also certifies that the undersigned person has the authority to legally execute and bind the Municipality to the terms of this Agreement.
- C. The Municipality, by its decision to receive the Funds, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the County, the Federal Awarding Agency, or any other Federal agencies with audit, regulatory, or enforcement authority.
- D. The County received the Funds from the Federal government, and the County has the authority to transfer such Funds to the Municipality under the terms and conditions outlined herein.
- E. The County, as the Pass-through entity for the Funds, reserves the right to demand that the Municipality comply with all applicable County, State and Federal laws, regulations and policies and take any and all other actions necessary to ensure that the Funds are used in accordance with Section 601(a) of the Social Security Act as implemented in the CRF Guidance.

ARTICLE II RESPONSIBILITIES

- A. The Parties to this Agreement shall work together in a cooperative and coordinated effort, and in such a manner and fashion to ensure the Funds are utilized most effectively and efficiently to respond to and recover from COVID-19.
- B. Both the County and the Municipality are expected to remain in compliance with the CRF Guidance, the CRF FAQ, and the Treasury OIG Memoranda as outlined in Exhibits 1, 2, 3 and 3-1 and as may be amended by the Treasury from time to time. The County's reimbursement of an expenditure will be based on the information available at that time. If further clarification from the Treasury later determines such expenditure to be ineligible, the Municipality shall return any Funds received for such expenditure to the County in accordance with the provisions of Article X of this Agreement.

ARTICLE III TERMS OF AGREEMENT

- A. This Agreement shall become effective upon its execution by both Parties and shall end upon formal notification by the Treasury or its designee that the use of all Funds has been accounted for and accepted, unless terminated earlier as specified elsewhere in this Agreement.

B. The County may terminate this Agreement for cause after seven (7) days written notice. Cause may include, but is not limited to: Funds not being expended in a reasonably timely manner, misuse of Funds, fraud or misrepresentation, lack of compliance with applicable rules, laws and regulations, and refusal by the Municipality to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended. Upon such termination, the Municipality shall, within thirty (30) days, return all unexpended Funds to the County.

C. The Parties may jointly agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement.

D. In the event that this Agreement is terminated, and upon the Municipality's receipt of the notice of termination, the Municipality will not incur new expenditures with the expectation of such expenditures being reimbursed with Funds by the County.

ARTICLE IV LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to Section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 CFR §200.303 regarding Internal Controls, 2 CFR §§200.330 through 200.332 regarding Sub-Recipient Monitoring and Management, and Subpart F regarding Audit Requirements. Pursuant to the CRF Guidance (Exhibit 1), the CARES Act provides that payments from the Fund may only be used to cover costs that:

A. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;

B. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and

C. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

ARTICLE V CONTACTS

The County's Contract Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the County's liaison with the Municipality. As part of his/her duties, the Contract Manager for the County shall monitor, review, and document all activities and expenditures for which the Municipality requests reimbursement.

A. The County's Contract Manager for this Agreement is:

Name: Barbara Gomez, CPA
Title: Deputy Finance Director, Miami-Dade County Finance Department
Address: 111 N.W. 1st Street, 25th Floor
Miami, Florida 33128-1900
Telephone: (305) 375-5245
Email: Barbara.Gomez@miamidade.gov

B. The name and address of the Representative of the Municipality ("Representative") responsible for the administration of this Agreement is:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

C. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other Party in writing via letter or electronic mail. It is the Municipality's responsibility to authorize its users in the County's On-Line Portal (to be provided). Only the Authorized or Primary Agents identified in Attachment A to this Agreement ("Designation of Authority") may authorize the addition or removal of agency users.

ARTICLE VI ELIGIBLE EXPENDITURES

A. The Municipality may seek reimbursement under this Agreement for the following eligible expenditures incurred during the period beginning March 1, 2020 and ending December 30, 2020:

1. FEMA Public Assistance (PA) local match eligible expenditures;
2. CRF eligible governmental operations expenditures that are not FEMA reimbursable;
and
3. Expenditures for CRF eligible economic support and assistance programs that have been approved in advance by the Miami-Dade Board of County Commissioners.

B. Whenever eligible, the Municipality will seek FEMA reimbursement rather than CRF reimbursement since the CRF can be used more readily to support the public's economic needs due to the impacts of COVID-19.

C. Subject to the availability of Funds, the County will reimburse the Municipality for the FEMA PA local match (currently 12.5 percent) upon receipt of documentation of the Municipality's application to FEMA for reimbursement; provided, however, that if any expenditures by the Municipality are denied reimbursement by FEMA, the Municipality shall return to the County any Funds received for the FEMA PA local match for such expenditures in accordance with the provisions of Article X of this Agreement.

D. CRF eligible governmental operations expenditures that are not FEMA reimbursable include the following:

1. Personnel Costs - Payroll expenses for employees whose service are substantially dedicated to mitigating or responding to the COVID-19 public health emergency such as:
 - a. Park Attendant performing duties to enforce compliance with public health orders
 - b. Unbudgeted overtime to perform functions to mitigate or respond to COVID-19 health emergency
2. Medical Expenses – Examples:
 - a. COVID-19 testing
 - b. COVID-19 tracing
 - c. Medical responses, including emergency transportation
3. Public Health - Examples:
 - a. Communication and enforcement of local health orders
 - b. Acquisition and distribution of medical and protective supplies, such as sanitizing products, personal protection equipment for County employees and workers in connection with COVID-19 public health emergency
 - c. Disinfection of public areas and other facilities
 - d. Public Safety measures undertaken in response to COVID-19 - Quarantine Individuals
4. Actions to Facilitate Compliance Expenses - Examples:
 - a. Food deliveries to residents including senior citizens and other vulnerable populations, to enable compliance with public health precautions
 - b. Improvements to telework capabilities for public employees to enable compliance with public health precautions
 - c. Provide paid sick, family, and medical leave to public employees to enable compliance with public health precautions
5. Miscellaneous Expenditures - Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria and that are not FEMA reimbursable.

E. Requests for Reimbursement by the Municipality for (1) CRF eligible governmental operations expenditures that are not FEMA reimbursable, and (2) expenditures for CRF eligible economic support and assistance programs that have been approved in advance by the Miami-Dade Board of County Commissioners, shall be governed by the requirements and procedures set forth in Article VI(F) and (G) below.

F. Prior to the disbursement of any Funds, the Municipality shall provide all documentation of expenditures for which reimbursement is requested to the County via the County's On-line Portal. The County will then review said documentation for sufficiency and costs for eligibility, and if the County determines that the expenditures are eligible for reimbursement, will reimburse the Municipality for such eligible expenditures in an expedited manner, subject to the availability of Funds. If the County requires additional documentation to determine eligibility, the Municipality shall timely provide such documentation upon written request from the County. If the County determines that the expenditures are not eligible for reimbursement, then no Funds will be disbursed to the Municipality for said expenditures.

G. If any expenditure for which the Municipality received Funds for reimbursement is subsequently determined not to be an eligible expenditure under section 601(a) of the Social Security Act as implemented in the CRF Guidance and CRF FAQ, the Municipality shall return any Funds received from the County for such expenditure to the County in accordance with the provisions of Article X of this Agreement.

ARTICLE VII REQUESTS FOR REIMBURSEMENT

The County, subject to availability of Funds, will provide Funds on a cost reimbursement basis to the Municipality for eligible expenditures approved by the County.

A. Any request for reimbursement by Municipality under this Agreement (a "Request for Reimbursement") must include a certification, signed by an official who is authorized to legally bind the Municipality, 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 this Agreement".

B. The Municipality must complete Attachment A by designating at least three agents to execute any Requests for Reimbursement, certifications, changes to contacts, or other necessary documentation on behalf of the Municipality. Attachment A must be completed electronically and submitted via email to the County Contract Manager (see Article V).

C. The County will review all Requests for Reimbursement and only release Funds for eligible, documented expenditures.

D. The County reserves the right to require on an ongoing basis, including after the disbursement of Funds, any additional certifications and documentation it deems necessary to continue to verify the eligibility of expenditures for which the Municipality received Funds for reimbursement.

ARTICLE VIII PROCUREMENT

A. The Municipality shall ensure that any procurement involving Funds authorized by the Agreement complies with all applicable Federal and State laws and regulations. For this event, the County and funding Federal Agency recognize that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for (1) emergency protective measures and (2) to respond to or address COVID-19.

B. If the Municipality contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Municipality must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the County, its employees and/or their contractors, and the Municipality and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

ARTICLE IX PAYMENTS

A. Requests for Reimbursement serve as invoices and shall include the supporting documentation for all costs of the project, services or expenditures in detail sufficient for a proper pre-audit and post-audit thereof. The final Request for Reimbursement shall be submitted within thirty (30) days after the expiration of this Agreement.

B. If Funds are not available to satisfy a Request for Reimbursement under this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budget, the Miami-Dade Board of County Commissioners, the County Chief Financial Officer, or under Article X (B) of this Agreement, all obligations on the part of the County to make any further payment of Funds shall terminate, and the Municipality shall submit its final report within thirty (30) days of receiving notice from the County.

C. If the Municipality separately invests amounts received under this Agreement, the interest earnings or other proceeds must be used to cover expenditures incurred in accordance with Section 601(d) of the Social Security Act and the CRF Guidance (Exhibit 1). If the Municipality deposits Fund payments in its General Accounts, it may use the CRF dollars 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.

ARTICLE X REPAYMENT OF FUNDS

A. All returns or repayments of Funds due to the County under this Agreement are due no later than thirty (30) days from the date of written notification by the County that such Funds are due, and shall be made payable to the order of "Miami-Dade County" and be mailed directly to the Contract Manager (as stipulated in Article V.

B. The Municipality agrees that the County may withhold Funds otherwise payable to the Municipality upon a determination by the County or the Federal Awarding Agency that Funds exceeding eligible expenditures have been disbursed to the Municipality pursuant to this Agreement.

C. The Municipality understands and agrees that the County may withhold or offset Funds otherwise payable to the Municipality until the return or repayment of any Funds due to the County under this Agreement is satisfied.

ARTICLE XI RECORDS

A. The Federal Awarding Agency, Inspectors General, the Comptroller General of the United States, and the County, or any of the County authorized representatives, (e.g. the Inspector General of the County, the Commission Auditor, Audit and Management Services Department), shall enjoy the right of access to any documents, financial statements, papers, or other records of the Municipality 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 Municipality's personnel for the purpose of interview and discussion related to such documents.

B. As required by the County's record retention requirements (Chapter 119, Florida Statutes) and by the Treasury OIG Memoranda (Exhibits 3 and 3-1), the Municipality shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from Funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report.

C. The Municipality shall retain financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to its use of Funds for a period of five (5) years after the last disbursement of Funds by the County. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

D. As required by 2 C.F.R. §200.303, the Municipality shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the County designates as sensitive or the Municipality considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

E. The Municipality shall maintain all records for the Municipality and for all subcontractors or consultants to be paid from Funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of this Agreement.

ARTICLE XII REPORTS

The Municipality shall provide the County with quarterly reports and any other information that may be required in Exhibits 3 and 3-1 and any subsequent Addenda thereto.

ARTICLE XIII MONITORING

A. The County shall have the right to monitor the performance of the Municipality under this Agreement, as well as that of its subcontractors and/or consultants who are paid from Funds provided under this Agreement.

B. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by County staff, desk reviews and/or other procedures. The Municipality agrees to cooperate with any monitoring procedures/processes deemed appropriate by the County.

ARTICLE XIV AUDITS

A. The Municipality shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

B. In accounting for the receipt and expenditure of Funds under this Agreement, the Municipality shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §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)."

C. As per this Agreement, audits conducted under 2 C.F.R. Part 200, Subpart F shall be performed in accordance with Generally Accepted Government Auditing Standards ("GAGAS") as issued by the Comptroller General of the United States.

1. If an audit shows that any Funds disbursed to the Municipality were not used by the Municipality in accordance with the terms and conditions of this Agreement, the Municipality shall return said Funds to the County in accordance with the provisions of Article X of this Agreement.

2. The Municipality shall 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 shall state that the audit complied with the applicable provisions noted above. The audit must be received by the County no later than nine (9) months from the end of the Municipality’s fiscal year.
3. The Municipality shall send copies of the audit and any Management Letters issued by the auditor to the County’s Contract Manager.

ARTICLE XV MANDATED CONDITIONS

A. Execution of this Agreement constitutes a certification that the Municipality will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.). Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Municipality must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement.

B. The Municipality 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.

C. The Municipality shall require that the following certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements)—that all such sub-recipients shall certify and disclose to the best of their knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and

4. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the Municipality is unable to obtain and provide such certification, then the Municipality shall attach an explanation to this Agreement as to why not.

ARTICLE XVI LOBBYING PROHIBITION

The Municipality certifies, by its Representative's signature to this Agreement, that to the best of his or her knowledge and belief:

A. No Funds received by Municipality under this Agreement have been paid or will be paid, by or on behalf of the Municipality, 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.

B. If any monies, other than Funds received by Municipality under this Agreement, 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 Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The Municipality 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.

D. 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.

ARTICLE XVII LIABILITY AND INDEMNIFICATION

The Municipality is solely responsible to the parties it deals with in carrying out the terms of this Agreement. To the extent and within the limitations of section 768.28, Florida Statutes, as amended, the Municipality shall be responsible for and agrees to indemnify and hold harmless and defend the County and its boards, commissions, agencies, officers and employees from and against all third party claims, demands and causes of actions, of any nature whatsoever, directly resulting from the willful misconduct or negligent acts or omissions of the Municipality, its officers, agents, employees, or subcontractors in its performance under this

Agreement. To the extent and within the limitations of section 768.28, Florida Statutes, as amended, the Municipality shall pay all claims and losses in connection therewith and, at the election of the County, shall investigate and defend, or pay for the defense of, all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Municipality expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. For purposes of this Agreement, Municipality agrees that it is not an agent of the County. Nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of any contract.

ARTICLE XVIII EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the County to make further payment of Funds shall terminate and the County has the option to exercise any of its remedies as set forth in Article XIX:

- A. Any warranty or representation made by the Municipality in this Agreement is or becomes false or misleading in any respect.
- B. The Municipality fails or is unable or unwilling to perform and complete on time any of its obligations under this Agreement.

ARTICLE XIX REMEDIES

If an Event of Default occurs, then the County shall timely provide written notice of the Event of Default to the Municipality. If the Municipality fails to cure the Event of Default within seven (7) days after receipt of such notice from the County, the County may exercise any one or more of the following remedies, either concurrently or consecutively:

- A. Terminate this Agreement, provided that the Municipality is given at least seven (7) days prior written notice of the termination.
- B. Withhold or suspend payment of all or any part of a Request for Reimbursement.
- C. Require that the Municipality return to the County any Funds used for ineligible purposes.
- D. Exercise any other rights or remedies which may be available under law.

No delay or omission to exercise any right, power, or remedy accruing to the County upon breach or violation by the Municipality under this Agreement, shall impair any such right, power or remedy of the County; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

**ARTICLE XX
EXHIBITS AND ATTACHMENT**

- A. All Exhibits and the Attachment to this Agreement are incorporated as if set out fully.
- B. In the event of any inconsistencies or conflict between the language of this Agreement and the Exhibits and Attachment, the language of the Exhibits and Attachment shall control, but only to the extent of the conflict or inconsistency.
- C. This Agreement has the following Exhibits and Attachment:
1. **Exhibit 1** – Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments - Updated June 30, 2020
 2. **Exhibit 2** – Coronavirus Relief Fund Frequently Asked Questions – Updated July 8, 2020
 3. **Exhibit 3** – Department of the Treasury Memorandum for Coronavirus Relief Fund Reporting and Record Retention Requirements – July 2, 2020
 - a. **Addendum 3-1** – Department of the Treasury Memorandum for Coronavirus Relief Fund Reporting Requirements Update – July 31, 2020
 4. **Attachment A** – Designation of Authority

**ARTICLE XXI
NON-ASSIGNMENT OF AGREEMENT**

Neither the County nor the Municipality may assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent shall not unreasonably be withheld.

**ARTICLE XXII
LIMITATION ON RIGHTS OF OTHERS**

The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the parties and their permitted successors and assigns, and nothing in this Agreement or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create or confer rights, remedies or claims in or upon any person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the parties to such persons, or to permit any person other than the parties and their respective successors and assigns to rely upon or enforce the covenants, conditions and agreements contained herein.

**ARTICLE XXIII
BINDINGS ON SUCCESSORS**

This Agreement shall bind the successors, assigns and legal representatives of the parties hereto, and of any legal entity that succeeds to the obligations of the parties hereto.

**ARTICLE XXIV
SEVERABILITY**

If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

**ARTICLE XXV
GOVERNING LAW**

This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Venue or location for any legal action arising under this Agreement will be in Miami-Dade County, Florida.

**ARTICLE XXVI
ENTIRE AGREEMENT**

This Agreement and its Exhibits and Attachment constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or modified orally. All such amendments, supplements, waivers and modifications must be in writing signed by the party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

**ARTICLE XXVII
HEADINGS**

Any heading preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement. In the event of any conflict between any such heading and the text thereunder, the text shall control.

In acknowledgment of the mutual consideration herein, the parties hereby certify that they have read this entire Agreement, and will comply with all of its requirements.

MIAMI-DADE COUNTY, FLORIDA:

[MUNICIPALITY]

By: _____

By: _____

Edward Marquez
Deputy Mayor/Finance Director

[Name]
[Title]

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____

Assistant County Attorney

EXHIBIT – 1

Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

¹ This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. 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.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

EXHIBIT – 2

Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet 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. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include 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. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet 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. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet 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. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits 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.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

EXHIBIT – 3



OFFICE OF
INSPECTOR GENERAL

DEPARTMENT OF THE TREASURY WASHINGTON, D.C. 20220

July 2, 2020

OIG-CA-20-021

MEMORANDUM FOR CORONAVIRUS RELIEF FUND RECIPIENTS

FROM: Richard K. Delmar /s/
Deputy Inspector General

SUBJECT: Coronavirus Relief Fund Reporting and Record Retention
Requirements

Title VI of the Social Security Act, as amended by Title V of Division A of the *Coronavirus Aid, Relief, and Economic Security Act* (Public Law 115-136), provides that the Department of the Treasury (Treasury) Office of Inspector General (OIG) is responsible for monitoring and oversight of the receipt, disbursement, and use of Coronavirus Relief Fund payments. Treasury OIG also has authority to recover funds in the event that it is determined a recipient of a Coronavirus Relief Fund payment failed to comply with requirements of subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). Accordingly, we are providing recipient reporting and record retention requirements that are essential for the exercise of these responsibilities, including our conduct of audits and investigations.

Reporting Requirements and Timelines

Each prime recipient of Coronavirus Relief Fund payments¹ shall report Coronavirus Disease 2019 (COVID-19) related “costs incurred” during the “covered period”² (the period beginning on March 1, 2020 and ending on December 30, 2020), in the manner of and according to the timelines outlined in this memorandum. As described below, each prime recipient shall report interim and quarterly data and other recipient data according to these requirements. Treasury OIG is working on development of a portal with GrantSolutions³ that is expected to be operational on

¹ Prime recipients include all 50 States, Units of Local Governments, the District of Columbia, U.S. Territories, and Tribal Governments that received a direct payment from Treasury in accordance with Title V.

² Refer to Treasury’s guidance dated June 30, 2020 for more information on costs incurred and the covered period.

³ A grant management service provider under the U.S. Department of Health and Human Services.

September 1, 2020, for recipients to report data on a quarterly basis. Until the GrantSolutions portal is operational, each prime recipient shall follow the interim reporting requirements. Treasury OIG will notify each prime recipient when GrantSolutions is operational or of any changes to the expected September 1, 2020 start date.

Interim Reporting for the period March 1 through June 30, 2020

By no later than July 17, 2020, each prime recipient is responsible for reporting costs incurred during the period March 1 through June 30, 2020. For this interim report, prime recipients need only report totals by the following broad categories:

- a. Amount transferred to other governments;
- b. Amount spent on payroll for public health and safety employees;
- c. Amount spent on budgeted personnel and services diverted to a substantially different use;
- d. Amount spent to improve telework capabilities of public employees;
- e. Amount spent on medical expenses;
- f. Amount spent on public health expenses;
- g. Amount spent to facilitate distance learning;
- h. Amount spent providing economic support;
- i. Amount spent on expenses associated with the issuance of tax anticipation notes; and
- j. Amount spent on items not listed above.

Recipients should consult Treasury's guidance and Frequently Asked Questions in reporting costs incurred during the period March 1 through June 30, 2020. The total of all categories must equal the total of all costs incurred during that period. A spreadsheet is attached for your use in providing the data. As discussed below, the prime recipient will be required to report information for the period March 1 through June 30, 2020 into GrantSolutions once it is operational.

Quarterly Reporting

Each prime recipient of Coronavirus Relief Fund payments shall report COVID-19 related costs into the GrantSolutions portal. Data required to be reported includes, but is not limited to, the following:

1. the total amount of payments from the Coronavirus Relief Fund received from Treasury;
2. the amount of funds received that were expended or obligated for each project or activity;
3. a detailed list of all projects or activities for which funds were expended or obligated, including:
 - a. the name of the project or activity;
 - b. a description of the project or activity; and

4. detailed information on any loans issued; contracts and grants awarded; transfers made to other government entities; and direct payments made by the recipient that are greater than \$50,000.

The prime recipient is responsible for reporting into the GrantSolutions portal information on uses of Coronavirus Relief Fund payments.

Recipient Portal Access: For future quarterly reporting, each prime recipient will have GrantSolutions portal access for three (3) individuals: two (2) designees (preparers) to input quarterly data and one (1) official authorized to certify that the data is true, accurate, and complete.⁴ **By no later than July 17, 2020**, please provide the name, title, email address, phone number, and postal address of these individuals so that portal access can be granted. After this information is received, guidance on the GrantSolutions portal access and data submission instructions will be issued separately.

Reporting timeline

By no later than September 21, 2020, recipients shall submit via the portal the first detailed quarterly report, which shall cover the period March 1 through June 30, 2020. Thereafter, quarterly reporting will be due no later than 10 days after each calendar quarter. For example, the period July 1 through September 30, 2020, must be reported no later than October 13, 2020 (Tuesday after the 10th day of October and the Columbus Day Holiday). Reporting shall end with either the calendar quarter after the COVID-19 related costs and expenditures have been liquidated and paid or the calendar quarter ending September 30, 2021, whichever comes first.

Record Retention Requirements

Recipients of Coronavirus Relief Fund payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides:

(d) USE OF FUNDS.—A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that—

1. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and

⁴ The certifying official is an authorized representative of the recipient organization with the legal authority to give assurances, make commitments, enter into contracts, and execute such documents on behalf of the recipient.

3. were incurred⁵ during the period that begins on March 1, 2020, and ends on December 30, 2020.

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

Thank you and we appreciate your assistance.

⁵ Refer to Treasury's guidance dated June 30, 2020 for more information on the definition of costs incurred.



OFFICE OF
INSPECTOR GENERAL

EXHIBIT 3
Addendum 3-1

DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

July 31, 2020

OIG-CA-20-025

MEMORANDUM FOR CORONAVIRUS RELIEF FUND RECIPIENTS

FROM: Richard K. Delmar /s/
Deputy Inspector General

SUBJECT: Coronavirus Relief Fund Reporting Requirements Update

On July 2, 2020, my office issued memorandum OIG-CA-20-021, *Coronavirus Relief Fund Recipient Reporting and Record Retention Requirements* informing you of the Department of the Treasury (Treasury) Office of Inspector General's (OIG) monitoring and oversight responsibilities related to the Coronavirus Relief Fund, among other things. Specifically, Title VI of the Social Security Act, as amended by Title V of Division A of the *Coronavirus Aid, Relief, and Economic Security Act* (Public Law 116-136), provides that Treasury OIG is responsible for monitoring and oversight of the receipt, disbursement, and use of Coronavirus Relief Fund payments. Treasury OIG also has authority to recover funds in the event that it is determined a recipient of a Coronavirus Relief Fund payment failed to comply with requirements of subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). Recipient reporting and record retention requirements are essential for the exercise of these responsibilities, including our conduct of audits and investigations.

This memorandum augments and clarifies the prime recipient's quarterly reporting requirements contained in memorandum OIG-CA-20-021. We plan to use reported data to support our office's Coronavirus Relief Fund compliance monitoring and oversight efforts and for audit and investigative purposes. In addition, reported data will be provided to the Pandemic Response Accountability Committee (PRAC), which will report the data on its website in accordance with Section 15010 of the CARES Act.¹

¹ P. L. 116-136 (March 27, 2020), Section 15010, established the PRAC within the Council of Inspectors General on Integrity and Efficiency to promote transparency and conduct and support oversight of covered funds and the coronavirus response to (1) prevent and detect fraud, waste, abuse, and mismanagement; and (2) mitigate major risks that cut across program and agency boundaries. The PRAC's website will provide data on relevant operational, economic, financial, grant, subgrant, contract, and subcontract information in user-friendly visual presentations to enhance public awareness of the use of covered funds and the Coronavirus response.

Reporting Requirements

The Treasury OIG has engaged GrantSolutions, a grant and program management Federal shared service provider under the U.S. Department of Health and Human Services, to develop a customized and user-friendly reporting solution to capture the use of Coronavirus Relief Fund payments. In this regard, the GrantSolutions portal will be prepopulated with prime recipient data to include the Coronavirus Relief Fund payment amount, date, recipient Dun & Bradstreet unique identification number (DUNS number), and contact information. It is the responsibility of the prime recipients² to report on uses of Coronavirus Relief Fund payments. Accordingly, each prime recipient shall report Coronavirus Disease 2019 (COVID-19) related costs incurred³ during the covered period (the period beginning on March 1, 2020, and ending on December 30, 2020), as follows.

Projects

List all projects⁴ the prime recipient plans to complete with Coronavirus Relief payments. For each project, the prime recipient will be required to enter the project name, identification number (created by the prime recipient), description, and status of completion. Once a project is entered into the GrantSolutions portal, the prime recipient will be able to report on the project's obligations and expenditures.

Expenditure Categories

Once expenditures are entered against obligations, the prime recipient will need to select the specific expenditure category from the available options from a dropdown menu:

- a. Administrative Expenses
- b. Budgeted Personnel and Services Diverted to a Substantially Different Use
- c. COVID-19 Testing and Contact Tracing
- d. Economic Support (Other than Small Business, Housing, and Food Assistance)
- e. Expenses Associated with the Issuance of Tax Anticipation Notes
- f. Facilitating Distance Learning
- g. Food Programs
- h. Housing Support
- i. Improve Telework Capabilities of Public Employees
- j. Medical Expenses

² Prime recipients include all 50 States, units of local governments, the District of Columbia, U.S. Territories, and Tribal Governments that received a direct Coronavirus Relief Fund payment from Treasury in accordance with the CARES Act.

³ Refer to Treasury's *Guidance for State, Territorial, Local, and Tribal Governments* updated June 30, 2020, at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>, for more information on costs incurred and the covered period.

⁴ Projects are a grouping of related activities that together are intended to achieve a specific goal.

- k. Nursing Home Assistance
- l. Payroll for Public Health and Safety Employees
- m. Personal Protective Equipment
- n. Public Health Expenses
- o. Small Business Assistance
- p. Unemployment Benefits
- q. Workers' Compensation
- r. Items Not Listed Above - to include other eligible expenses that are not captured in the available expenditure categories

Each prime recipient shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the prime recipient that are greater than or equal to \$50,000 as follows.

Contracts Greater Than or Equal to \$50,000

- a. Contractor identifying and demographic information (e.g. DUNS number and location)
- b. Contract number
- c. Contract date, type, amount, and description
- d. Primary place of contract performance
- e. Related project name(s)
- f. Period of performance start date
- g. Period of performance end date
- h. Quarterly obligation amount
- i. Quarterly expenditure amount
- j. Expenditure categories (listed above)

Grants Greater Than or Equal to \$50,000

- a. Grantee identifying and demographic information (e.g. DUNS number and location)
- b. Award number
- c. Award date, amount, and description
- d. Award payment method (reimbursable or lump sum payment(s))
- e. Related project name(s)
- f. Period of performance start date
- g. Period of performance end date
- h. Primary place of performance
- i. Quarterly obligation amount
- j. Quarterly expenditure amount
- k. Expenditure categories (listed above)

Loans Greater Than or Equal to \$50,000

- a. Borrower identifying and demographic information (e.g. DUNS number and location)
- b. Loan number
- c. Loan amount, date (date when loan signed by prime recipient and borrower), and description
- d. Loan expiration date (date when loan expected to be paid in full)
- e. Purpose of loan
- f. Primary place of performance
- g. Related project(s)
- h. Quarterly obligation amount
- i. Quarterly payments on outstanding loans
- j. Recipient plans for reuse of Coronavirus Relief Fund loan repayments
- k. Loan/expenditure categories

Transfers to Other Government Entities Greater Than or Equal to \$50,000

- a. Transferee/government unit identifying and demographic information (e.g. DUNS number and location)
- b. Transfer date, amount, and description
- c. Related project(s)
- d. Quarterly obligation amount
- e. Quarterly expenditure information
- f. Expenditure categories (listed above)

Direct Payments Greater Than or Equal to \$50,000

- a. Payee identifying and demographic information (e.g. DUNS number and location)
- b. Direct Payments amount and date
- c. Related project(s)
- d. Quarterly obligation amount
- e. Quarterly expenditure amount
- f. Expenditure categories (listed above)

Aggregate reporting below \$50,000

Aggregate reporting is allowed on contracts, grants, transfers made to other government entities, loans, direct payments, and payments to individuals that are below \$50,000.

Certification and Submission

As noted in our July 2, 2020 memorandum, each prime recipient was required to designate two preparers to enter data into GrantSolutions and an authorizing official, who is responsible for certification and submission of the recipient's quarterly report. Preparers are only permitted to enter data into the required fields and validate entries once completed. Authorizing officials are responsible for reviewing and certifying the information prior to submission within the portal. Accordingly, these individuals will be granted user permissions in the GrantSolutions portal.

Once a report submission is complete, the Treasury OIG will review the submission to ensure that the prime recipient has reported all required information and accounted for the current period's obligations, expenditures, and loan payments, among other information. The Treasury OIG will approve final submissions that are determined to be complete. After approval of the prime recipient's report, certain data fields that do not change will be carried forward to reduce reporting burden in future quarters. All prime recipient data will be captured on a quarterly and cumulative basis.

Reporting Timeline

By no later than September 21, 2020, the prime recipient's authorizing official shall certify and submit via the GrantSolutions portal the first detailed quarterly report, which shall cover the period of March 1 through June 30, 2020. Thereafter, quarterly reporting will be due no later than 10 calendar days after the end of each calendar quarter. If the 10th calendar day falls on a weekend or a Federal holiday, the due date will be the next working day. For example, the period July 1 through September 30, 2020, must be reported no later than Tuesday, October 13, 2020 (considers that the 10th calendar is on a weekend and the following Monday is a Federal Holiday). The table below summarizes the quarterly reporting timeline for prime recipients of Coronavirus Relief Fund payments.

Reporting Cycle	Reporting Period	Reporting Due Date	OIG Review Period	Data Extract to PRAC
Cycle 1	3/1-6/30/2020	9/21/2020	9/22-29/2020	9/30/2020
Cycle 2	7/1-9/30/2020	10/13/2020	10/14-20/2020	10/21/2020
Cycle 3	10/1-12/31/2020	1/11/2021	1/12-20/2021	1/21/2021
Cycle 4	1/1-3/31/2021	4/12/2021	4/13-20/2021	4/21/2021
Cycle 5	4/1-6/30/2021	7/12/2021	7/13-20/2021	7/21/2021
Cycle 6	7/1-9/30/2021	10/12/2021	10/13-20/2021	10/21/2021

Reporting Preparation and Training

To prepare for the initial reporting cycle, each prime recipient should ensure that any current or potential sub-recipients are registered in SAM.gov.⁵ While each prime recipient is responsible for reporting on its sub-recipients, sub-recipient registration in SAM.gov will enable detailed sub-recipient data to be imported into the GrantSolutions portal. Therefore, the prime recipient should require that sub-recipients register with SAM.gov prior to September 1, 2020.

In anticipation of GrantSolutions portal becoming operational on September 1, 2020, training will be provided on portal access and use during the last week of August 2020.

Reporting Questions

For questions regarding eligible uses of Coronavirus Relief Fund payments, please first consult Treasury's *Guidance for State, Territorial, Local, and Tribal Governments* and Treasury's *Coronavirus Relief Fund Frequently Asked Questions* documents which are located at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. You may also contact Treasury OIG with questions about reporting requirements at CARES@oig.treas.gov or Monday through Friday from 8:00 a.m. to 5:00 p.m. EST, at 1 (855)-584-4853.

Thank you and we appreciate your compliance with these reporting requirements.

⁵ The System for Award Management (SAM) is an official website of the U.S. government. Entities are required to register at SAM.gov to do business with the U.S. government.

Attachment A

DESIGNATION OF AUTHORITY

Instructions for Completion

The **Designation of Authority Form** should be completed in its entirety, listing the name and information for all representatives who will be authorized agents for the Miami-Dade County (County) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Corona Relief Fund (CRF) Program. The form is divided into six blocks; each block must be completed where appropriate.

Block 1: “Authorized Agent” – This should be the highest authority in your Municipality who is authorized to sign legal documents on behalf of your Municipality. (Only one Authorized Agent is allowed).

Block 2: “Primary Agent” – This is the person designated by your Municipality to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in the County's Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all Program activities. (Only one Primary Agent is allowed).

Block 3: “Alternate Agent” – This is the person designated by your Municipality to be available when the Primary is not. (Only one Alternate Agent is allowed).

Block 4, 5, and 6: “Authorized Agent to Request Funds/Reimbursements” – These are the persons authorized to execute requests for reimbursement, certification, or other required documents on behalf of the Municipality.

**DESIGNATION OF AUTHORITY
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT)
CORONA RELIEF FUND (CRF) PROGRAM**

Municipality:

Box 1: Authorized Agent

Agent's Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

Box 2: Primary Agent

Agent's Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

Box 3: Alternate Agent

Agent's Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

Box 4: Authorized Agent to Request Funds/Reimbursements

Official's Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

Box 5: Authorized Agent to Request Funds/Reimbursements

Agent's Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

Box 6: Authorized Agent to Request Funds/Reimbursements

Agent's Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and sign the Interlocal and other pertinent documents related to the CARES Act CRF Program. The persons designated in boxes 4 through 6 are authorized to execute requests for reimbursement, certification, or other required documents on behalf of the Municipality.

Municipality Authorized Agent Signature

Date



TOWN OF MIAMI LAKES MEMORANDUM

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Federal Emergency Management Agency (FEMA) Florida Division of
Emergency Management (FDEM) Flood Mitigation Assistance (FMA) Program

Date: August 18, 2020

Recommendation

It is recommended that the Town Council authorize the Town Manager to execute Federally Funded Subaward and Grant Agreements for FEMA's Public Assistance Program for returning a disaster area to pre-disaster conditions.

Background

FEMA's Public Assistance program is a Federal grant to aid State and Local governments in returning a disaster area to pre-disaster conditions. A minimum of 75% of eligible cost is provided to primarily address the repair and restoration of public facilities and infrastructure which have been damaged or destroyed, or the restoration of services which were negatively impacted. Eligible Applicants are state tribal or local governments, and the owners or operators of certain private nonprofit facilities. FEMA and the state share the responsibility for making Public Assistance funds available to the Subgrantee/ Subrecipient. To be eligible for federal funds the Town is required to submit a Request for Public Assistance (RPA) and once that request is approved, it is necessary for the Subgrantee/Subrecipient ("Town") to enter in the attached Agreement with the Florida Division of Emergency Management (the "Grantee" or the "Recipient").

During the month of July 17, 2018, the Town Council approved the application for a similar grant and provided the manager with authority to execute an agreement with FEMA with identically the same terms as provided herein. Presently, the Town is in the Request for Public Assistance review process for cost incurred from the COVID-19 Pandemic. The July 17, 2018 resolution did not provide sufficient authority for the manager to apply for future grants. Accordingly, in anticipation of upcoming approvals, I am requesting the authority to execute the anticipated subgrantee agreements to be able to move the process forward for reimbursement.

RESOLUTION NO. 20- _

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY'S ("FEMA") PUBLIC ASSISTANCE PROGRAM; PROVIDING AUTHORITY TO TOWN OFFICIALS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, the Town has applied for FEMA's Public Assistance Program Grant for reimbursement of repair costs associated with the COVID-19 Pandemic; and

WHEREAS , Public Assistance Program Grant aids local governments with the restoration of disaster ridden areas to pre-disaster conditions; and

WHEREAS, presently the Town is in the review process and it is anticipated that approval of the application will be forthcoming and

WHEREAS, the Town Council believes it is in the best interest of the Town to grant the Manager authority to execute any agreement necessary to accept reimbursement pursuant to FEMA's Public Assistance Program Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Authorization of Town Officials. The Town Manager and/ or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of this Resolution, execution of the Federally Funded Subaward and Grant Agreement as attached hereto as Exhibit "A," related to the DR 4486 COVID-19 Pandemic including the execution of the anticipated subgrantee agreement(s), amendments, and/or documents with Federal Emergency Management Agency ("FEMA") or the Florida Department of Emergency Management

(“FDEM”) which may be necessary for acceptance of reimbursement through FEMA’s Public Assistance Program.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

Passed and adopted this _____ day of _____ 2020

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

MANNY CID
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

EXHIBIT “A”

Grant Application

Agreement Number:

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	_____
Sub-Recipient's unique entity identifier:	_____
Federal Award Date:	<u>March 13, 2020</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>01/20/2020 – Attachment B</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>01/20/2020 – Attachment B</u>
Amount of Federal Funds Obligated by this Agreement:	_____
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	_____
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	_____
Federal award project description (see FFATA):	<u>Grant to eligible Sub-recipient as determined by FEMA</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and

_____ (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below;

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist.

a. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19. These noncompetitive contracts must comply with Federal guidance addressing exigency and emergency procurement.

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

- i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
- ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
- iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
- vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement ("Program Statutes and Regulations"). 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.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,

- ii. Review and document all deliverables for which the Sub-Recipient requests payment.
- b. The Division's Grant Manager for this Agreement is:

Kim Schoffel
Title Program Supervisor
Bureau of Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4448
Email: Kim.Schoffel@em.myflorida.com

- c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Edward Pidermann

Town Manager

6601 Main Street, Miami Lakes Fl 33014

Telephone: 305-364-6100

Email: pidermanne@miamilakes-fl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Sub-Recipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Sub-recipient for DR-4486.

b. 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 either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon

a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement ("Budget and Scope of Work"), which also outlines the maximum reimbursement amount for each deliverable.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-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)." The Sub-Recipient must complete Attachment "D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement ("Budget and Scope of Work"), that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as,

“a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: \$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient’s written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division’s Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period

and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- m. As defined by 2 C.F.R. §200.53, the term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient’s personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), 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 Sub-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 Sub-Recipient’s personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State’s record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit,

cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. 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) 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. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the

Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. 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 the Legislature, 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. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachments A and B to this Agreement ("Budget and Scope of Work" and "Program Statutes and Regulations" respectively), and all other applicable laws and regulations.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §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)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §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."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall 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 shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

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

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

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

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved.

A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Scope of Work") and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), 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 Sub-Recipient to which sovereign immunity applies. Nothing herein shall 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 any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any

previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe." The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19.

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient shall monitor and document, in the Attachment J of this Agreement ("Quarterly Report"), the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Sub-Recipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes.

e. The Sub-Recipient may request guidance concerning procurement activity from the Division, but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment H of this Agreement ("Justification of Advance Payment"). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

c. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and the Federal Awarding Agency have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from COVID-19. This program provides funding for 50% of the eligible scope of work for project versions of selected Expedited Category B projects. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include Category B: Emergency Protective Measures projects in this expedited program. The work claimed must have been performed during the Public Health Emergency.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a “large” project with eligible scope of work totaling \$131,100 or more.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for included projects, during the periods of performance. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPAO will then notify FEMA. Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM's Grants Management System.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of “Division of Emergency Management”, must include the invoice number and the

applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

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 Sub-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 the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall 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 shall be null and void to the extent of the conflict, and shall be severable, but shall 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 shall survive the term of this Agreement.

d. The Sub-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.

e. 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 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

- 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) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement ("Certification Regarding Debarment") for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. 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 Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §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 Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Sub-Recipient 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 Sub-Recipients shall certify and disclose accordingly.
- 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such

property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement ("Statement of Assurances").

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 – Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment
 - v. Attachment D – Designation of Authority
 - vi. Attachment E – Statement of Assurances
 - vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
 - viii. Attachment G – Public Assistance Program Guidance
 - ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
 - xii. Attachment K – Justification for Advance Payment

Agreement Number:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: _____

By: _____
Name: Edward Pidermann
Title: Town Manager
Date: August 5, 2020.
FEID# _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Jared Moskowitz, Director
Date: _____

EXHIBIT – 1
FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
 - Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
 - Emergency Work**
 - Category A: Debris Removal
 - Category B: Emergency Protective Measures
 - Permanent Work**
 - Category C: Roads and Bridges
 - Category D: Water Control Facilities
 - Category E: Public Buildings and Contents
 - Category F: Public Utilities
 - Category G: Parks, Recreational, and other Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A
Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated at the time of execution are:

DR-4486			Sub-Recipient: Miami Lakes, Town of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		DR-4486 Total:	\$0.00		\$0.00		\$0.00		\$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Incident End Date

As of 5/21/2020 the incident is ongoing. The parties hereby agree that the end date of the incident, as determined by FEMA at a future date, will be established as the end date for this incident. Any documents or memoranda issued by FEMA establishing the end date for this incident is hereby incorporated by reference, and the parties agree to include any such documents into this agreement without any need to execute an amendment to this agreement. The parties do not agree to change any other terms in this agreement without express written approval.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following:

the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

- B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FDEM Grants Management System prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FDEM Grants Management System within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FDEM Grants Management System, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –

Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are

being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late
OR
- Withhold \$500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or
 - b) 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.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Signature

Edward Pidermann - Town Manager

Name and Title

6601 Main Street

Street Address

Miami Lakes, Florida 33014

City, State, Zip

August 5, 2020.

Date

Sub-Recipient's Name

DEM Contract Number

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)

Agent's Name
Edward Pidermann

Signature

Organization / Official Position
Town Manager

Mailing Address
6601 Main Street

City, State, Zip
Miami Lakes Florida 33014

Daytime Telephone
305-364-6100

E-mail Address
pidermanne@miamilakes-fl.gov

Box 2: Primary Agent (Full Access)

Agent's Name
Ismael Diaz

Signature

Organization / Official Position
CFO

Mailing Address
6601 Main Street

City, State, Zip
Miami Lakes, Florida 33014

Daytime Telephone
305-827-4014

E-mail Address
diazl@miamilakes-fl.gov

Box 3: Alternate Agent (Full Access)

Agent's Name
Kay Grant

Signature

Organization / Official Position
Controller

Mailing Address
6601 Main Street

City, State, Zip
Miami Lakes Florida 33014

Daytime Telephone
305-364-6100

E-mail Address
grantk@miamilakes-fl.gov

Box 4: Other-Finance/Point of Contact (Full Access)

Official's Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Agent's Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Agent's Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT			
Sub-Grantee:		Date:	
Box 7:	Other (Read Only Access)	Box 8:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 9:	Other (Read Only Access)	Box 10:	Other (Read Only Access)
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11:	Other (Read Only Access)	Box 12:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month: Day:			
Sub-Grantee's Federal Employer's Identification Number (EIN) -			
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known) - -			

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
 - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. Return the property to its natural state as though no improvements had been contained thereon;
 - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. Leave the demolished site clean, level, and free of debris;
 - vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. Obtain all required permits;
 - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
 - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any 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.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

Signature

Edward Pidermann - Town Manager

August 5, 2020.

Printed Name and Title

Date

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4) FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)¹ authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*² (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

- A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.
- B. Simplify the delivery of assistance and reduce administrative costs associated with PA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

- 1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for all Permanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.
- 2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

¹ Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

² www.fema.gov/media-library/assets/documents/111781

3. The total fixed-cost amount is established based on the aggregate of:
 - a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
 - b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
 - a. Not be required to rebuild the facilities back to what existed prior to the disaster.
 - b. Be allowed to share funds across all of its Pilot Projects.
 - c. Not be required to track costs to specific work items.
 - d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
 - e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
 - f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
 - a. Determine the actual SOW and hazard mitigation measures to be implemented; and
 - b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based on the actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
 - a. The Applicant must notify FEMA prior to making SOW changes that involve:
 - i. Buildings or structures that are 45 years of age or older;
 - ii. Ground disturbing activities; or
 - iii. Work in or near waterways.
 - b. With exception of buildings or structures that are 45 years of age or older, the Applicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
 - i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
 - ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
 - c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting any work that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.
2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
 - a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
 - b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
 - c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
 - d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
 - e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.
2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are required to execute the SOW. The panel may review cost documentation for completed work, if necessary.
 - a. FEMA may request the independent panel review for any cost estimate.
 - b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least \$5 million.
 - c. All project estimates with an estimated Federal share of \$25 million or greater will be reviewed by the independent panel.

- d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
 - a. Summary of actual work completed;
 - b. Mitigation measures achieved, if applicable;
 - c. Compliance with EHP requirements;
 - d. Compliance with the O&M insurance requirement;
 - e. Summary of total actual costs to complete the Pilot Projects;
 - f. Compliance with Federal procurement procedures; and
 - g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

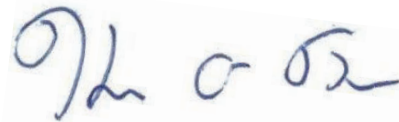
K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.



Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Sub-Grantee/Sub-Recipient, in FDEM Grants Management System, on both small and large projects, to:

- 1) New Time Extension;
 - a) Requests for Time Extensions within the Grantee/Sub-Recipient's authority
 - b) Requests for Time Extensions not within the Grantee/Sub-Recipient's authority
- 2) New Project Amendment;
 - a) Requests for Alternate Projects; and/or
 - b) Requests for Improved Projects; and/or
 - c) Requests for Mitigation Opportunities; and/or
 - d) Requests for Revised Scope of Work; and/or
 - e) Significant Cost Variance (>20%); and/or
 - f) Use of Eligible Excess Funds
- 3) New Project Appeal

- a) Applicant Appeal
 - i) Request First Appeal; and/or
 - ii) Request Second Appeal; and/or
 - iii) Request Appeal via Arbitration
- b) Project Appeal
 - i) Large Project Appeal
 - (1) Request First Appeal; and/or
 - (2) Request Second Appeal; and/or
 - (3) Request Appeal via Arbitration
 - ii) Small Project Appeal
 - (1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <http://www.fema.gov/alternative-procedures> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for

completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For COVID-19 DR-4486, projects that are under \$131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via the FDEM Grants Management System once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
 - Delay in obtaining permits
 - Permitting agencies involved and application dates
 - Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - Specific details
- Other reason for delay
 - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by

insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) A Request for Reimbursement (available in the FDEM Grants Management System);
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
 - a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) The Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.

The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting

are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: Town of Miami Lakes

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: 6601 Main Street

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY Miami Lakes STATE Florida ZIP CODE+4** 33014

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.
--

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____



CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

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Required Contract Provisions: Quick Reference Guide

KEY	
Required/Recommended Provision	<input type="checkbox"/>
Required/Recommended Provision and Required Exact Language	<input type="checkbox"/>
Not Required for PA Awards (Grants)	<input type="checkbox"/>

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold (\$250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> \$10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	Not applicable to PA grants
5.	Copeland Anti-Kickback Act	Construction work > \$2k	Not applicable to PA grants
6.	Contract Work Hours and Safety Standards Act	> \$100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	Not applicable to PA grants
8.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>\$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

REQUIRED CONTRACT PROVISIONS

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract 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:

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 consideration 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 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 Secretary of Labor, or as otherwise provided by law.

(8) 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 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program.**
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA 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.
- c. 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 C.F.R. § 5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (**write in the name of the Federal agency or the loan or grant recipient**) shall upon its own action or upon written request of an authorized representative of the 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 prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime 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 (b)(2) of this section.

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree 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. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

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.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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.
2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. Suggested Language. The following provides a debarment and suspension

clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's 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).
- (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.
- (3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). 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 (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. 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.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must 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 Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 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 who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 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 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 subrecipients 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 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. 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.
 - ii. 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/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.
- b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. Suggested Language.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. Suggested Language.

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

5. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. Suggested Language.

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- c. Suggested Language.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non-Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

<u>Town of Miami Lakes</u> Sub-Recipient Agency	<u>August 5, 2020.</u> Date
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Signature

Edward Pidermann - Town Manager
Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.</p>

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Amending Code of Ordinances, Chapter 35, Article III Communication Facilities in Public Rights-of-Way

Date: August 18, 2020

Recommendations:

It is recommended that the Town Council approve the proposed ordinance relating to communications facilities and equipment within the Town's rights-of-way.

Background:

The Town Council passed an ordinance in first reading on January 16, 2018 Regular Council meeting amending Chapter 35 of the Code of Ordinances relating to communications equipment and other utilities within the Town's rights-of-way. The Town Council passed and adopted Ordinance 18-221 on the second reading at the February 6, 2018 Regular Council meeting.

Chapter 35, Article III of the Code of Ordinances addresses communications facilities within the rights-of-way. Specifically, Division 3, of the Article discusses design and placement criteria of communication poles in the rights-of-way. In order to improve and preserve the aesthetic appeal of the Town, the proposed ordinance amends Division 3 and incorporates additional aesthetic requirements within the bounds of federal and state laws governing communications facilities.

Attachments:

Ordinance

ORDINANCE NO. 20-____

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES,
FLORIDA, AMENDING CHAPTER 35, ARTICLE III,
COMMUNICATION FACILITIES IN PUBLIC RIGHTS-OF-
WAY, DIVISION 3 PERMITTING AND PLACEMENT OF
COMMUNICATION FACILITIES IN THE PUBLIC
RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION IN CODE; AND
PROVIDING FOR AN EFFECTIVE DATE. (DIEGUEZ)**

WHEREAS, the Town of Miami Lakes (the “Town”) Council during the February 2018 Council Meeting adopted Chapter 35, Article III, providing for regulation of communication structures on our rights-of-way; and

WHEREAS, Florida Statute 337.403 provides that local governments retain the right to negotiate placement and design standards for communication facilities; and

WHEREAS, the proposed Ordinance amending Chapter 35, Article III, Division 3 passed in first reading on August 18, 2020; and

WHEREAS, the proposed Ordinance amending Chapter 35, Article III, Division 3 was formally adopted on _____, 2020, into law.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. Amendment. Chapter 35, Article III, is hereby amended and restated as attached hereto as Exhibit “A.”

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be

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

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

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

FIRST READING

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this ____ day of _____, 2020.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this ____ day of _____, 2020.

Manny Cid
Mayor

Attest:

Gina M. Inganzo
Town Clerk

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
Town Attorney

EXHIBIT “A”

ARTICLE III. - COMMUNICATION FACILITIES IN PUBLIC RIGHTS-OF-WAY

DIVISION 3. - PERMITTING AND PLACEMENT OF COMMUNICATION FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

Sec. 35-52. - Placement or maintenance of communications facilities, in public rights-of-way, in general, excluding small wireless facilities.

- (a) *Compliance.* Registrants and users and/or occupants agree at all times to comply with and abide by all applicable provisions of Federal and State law and Town ordinances, codes and regulations in placing or maintaining communications facilities in public rights-of-way.
- (b) *Permit required.* A Registrant shall not commence to place or maintain a communications facility in a Town public right-of-way until all applicable permits, if required, have been issued, except in the case of routine maintenance or an emergency as provided for in this article. In such cases deemed an emergency situation by the public works director, the registrant shall apply for permits within 15 days of the incident or repair, whichever comes sooner. Registrants and users and/or occupants shall provide prompt notice to the Town of the placement or maintenance of a facility in public rights-of-way in the event of an emergency. The registrant acknowledges that as a condition of granting a permit(s), the Town may impose reasonable conditions governing the placement or maintenance of a communications facility in the Town's public rights-of-way related to the public, health, safety and welfare as permitted and set forth in F.S. § 337.401 as same may be amended from time to time; however, no such imposed conditions shall prohibit or otherwise adversely impact the provision of communications services. Permits shall apply only to the areas of the Town's public rights-of-way specifically identified in the permit. The Town may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities, that may otherwise require individual permits or may impose lesser requirements. This subsection does not authorize a person to collocate or attach wireless facilities, including any antenna, micro wireless facility, or small wireless facility, on a privately owned utility pole, a utility pole owned by an electric cooperative or a municipal electric utility, a privately owned wireless support structure, or other private property without the consent of the property owner.
- (c) *Required information.* As part of any permit application to place a new or to replace an existing communications facility in public rights-of-way or other roads or property within the Town, the applicant shall provide information concerning the communications facility that sets forth the following, as required by the Town Manager:
 - (1) An engineering plan signed and sealed by a Florida Registered Professional Engineer, or prepared by a person who is exempt from such registration requirements as provided in F.S. § 471.003, identifying the location of the proposed facility, and including:

- a. A description of any facility to be installed;
 - b. The facility's dimensions in feet;
 - c. Site plan indicating where the facility will be located with electronic geodata; and
 - d. Ability to demonstrate compliance with the Florida Building Code, for wind load requirements; and
 - e. For new communication facility poles, wireless support structures, or any excavation work, a geotechnical report for the existing soil conditions, or a soil statement by a Florida licensed professional engineer, attesting to the soil conditions.
- (2) Plans and information, as required by this article, on the ability of the public rights-of-way to accommodate the proposed communications facility;
 - (3) If appropriate, given the communications facility, an estimate of the cost of restoration to the public rights-of-way;
 - (4) The timetable for construction of the project or each phase thereof, and the areas of the Town which will be affected;
 - (5) A full color photo-simulation showing the proposed new communication facility poles and wireless support structures installed in accordance with the application from the point of view of properties adjacent to the proposed site;
 - (6) A description of the type of communication facility and the manner in which the communication facility will be installed and/or modified (i.e. anticipated construction methods or techniques) to include:
 - a. A description of stealth design to be utilized. Additionally, each application for a permit to place a communications facility pole in the Town's public rights-of-way shall include photographs showing the location and condition of the surrounding neighborhood, and a description of the stealth design techniques proposed to minimize the visual impact of the communications facility pole or wireless support structure and graphic depictions accurately representing the visual impact of the communications facility pole or wireless support structure when viewed from the street and from adjacent properties.
 - b. Alternatively, a signed and sealed statement from a Florida state licensed professional engineer that stealth design cannot be utilized on any particular communication facility and providing documentation demonstrating to the satisfaction of the Town Public Works Director that the proposed communications facility cannot employ stealth design and the proposed exterior location and configuration of equipment proposed are the minimum equipment necessary to achieve the needed function.
 - c. Newly installed poles, towers and wireless communications facilities should be located in areas with existing foliage or other aesthetic features in order to obscure the view of the pole, tower or wireless communications facility.

- d. Landscaping, in a manner and degree approved by the Town, shall be required to mitigate the visual impact of the wireless communications facility, its supporting structure and all equipment associated therewith. The registrant and permittee shall be responsible for maintaining and replacing or expanding if needed as determined by the Town, landscaping shielding views of the wireless communications facility, its supporting structure and equipment. The color of wireless communications facilities, their supporting structures and equipment shall be selected by the Town and maintained by the registrant and permittee.
 - e. Unless waived by the Town, a new communications facility pole shall be designed to be substantially similar in design to other utility poles in the same block or vicinity of the public rights-of-way. Such design aspects to follow include material, base, pole diameter and style, location and style of attachments, color and finish, and cap, as applicable.
- (7) A temporary sidewalk closure plan, if appropriate given the communication facility proposed, to accommodate placement or maintenance of the communication facility.
 - (8) A temporary traffic lane closure and management of traffic (MOT) plan, if appropriate given the communication facility proposed, to accommodate installation and/or modification of the communication facility.
 - (9) Restoration plan given the communication facility proposed, and an estimate of the cost of restoration of the Town's Public rights-of-way in the event the communication facility is abandoned.
 - (10) A proposed timetable for placement or maintenance of the proposed communication facility or each phase of the placement or maintenance thereof, and the intended areas of the Town to be served by the communication facility.
 - (11) Registrants shall not place or maintain signage on communication facilities in Town public rights-of-way, unless otherwise required by federal or State law; however, that existing structures that lawfully supported signage before being repurposed may continue to support signage as otherwise permitted by law or this Code, as same may be amended from time to time.
 - (12) Communications facilities not requiring FAA painting or marking shall have an exterior hard durable finish which enhances compatibility with adjacent uses, as approved by the Town Public Works Director.
 - (13) A communication facility shall not have any type of lighted signal, lights, or illuminations unless required by an applicable federal, State, or local rule, regulation, the FAA or law; provided, however, the Town may require the installation of an LED street light on a new communications facility pole or wireless support structure or an existing structure functioning as a light pole.
 - (14) Such additional information or studies requested by the Town that the Town finds reasonably necessary to review the permit application to ensure continued level of service delivery of its rights-of-way.

- (d) *Public accessibility, safety, and sufficiency of spacing.* The Town shall have the power afforded by Florida Law to regulate Facilities to ensure that they meet Town requirements for public accessibility, safety and sufficiency of spacing, to ensure compliance with State of Florida and local laws and ordinances. In determining whether to permit and reasonably limit, or impose conditions or prohibit a communications facility to be placed or located within the Town's public rights-of-way, the Town Public Works Director shall consider the following standards and minimum requirements in his review and consideration of a permit application and imposition of reasonable permit conditions:
- (1) Sufficiency of space to accommodate present and pending applications for use of the Town's public rights-of-way. The sufficiency of space to accommodate all of the present and pending applications to place communications facilities and pending or planned applications to place and maintain facilities in that area of the Town's public rights-of-way; and
 - (2) Sufficiency of space to accommodate the Town's need for projected public improvements. The sufficiency of space to accommodate Town plans for public improvements or projects adopted as part of its community investment capital improvements plan that the Town determines in the best interest of the public; and
 - (3) The impact on traffic and traffic safety; and
 - (4) Impact on existing facilities. The impact upon existing facilities in the Town's public rights-of-way; and
 - (5) Distance separation from edge of pavement. No new communication facility shall be constructed, operated or maintained in the Town's public rights-of-way in violation of the State of Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, (commonly known as the "Florida Green Book") and for the Minimum Width of Clear Zones. In accordance with the Florida Green Book, the Public Works Director shall have the authority to reduce the minimum offset where that offset cannot be reasonably obtained and other alternatives are deemed impractical; and
 - (6) Distance separation from sidewalk. No newly installed communication facility shall be placed or maintained in the Town's public rights-of-way within one foot of a sidewalk that is five feet or less in width. Co-location on an existing structures is exempt from this requirement; and
 - (7) Installation at outermost boundary of Town's public rights-of-way. Where a superior site design results from placement of a communication facility at or near the outermost boundary of the Town's public right-of-way, the farthest distance practicable from the centerline thereof and edge of pavement is encouraged. To the extent that the location of the sidewalk within the Town's public right-of-way precludes achievement of a superior site design or otherwise precludes compliance with all other requirements of this article, then the Town Public Works Director or registrant may propose and the registrant may include in the permit application a proposed re-routing of the sidewalk at its own expense, in order to achieve such superior site design or otherwise meet other requirement of this article.

- (e) *Undergrounding of facility.* A registrant or other user shall endeavor, to the greatest extent possible, to place all communications facilities underground. The Town may require the use of trenchless technology (i.e., directional bore method) for the installation of communications facilities in the public rights-of-way as well as joint trenching or the collocation of communications facilities in existing conduit. The registrant or user shall be solely liable for the displacement, damage or destruction of any property, irrigation system or landscaping as a result of the placement or maintenance of its communications facility within the public rights-of-way. The appropriate Town official may issue such rules and regulations concerning the placement or maintenance of a communication facility in public rights-of-way as may be consistent with this article and other applicable Federal and State laws or regulations.
- (f) *Notification of adjacent property owners.* Prior to the commencement of any work by the applicant pertaining to the placement and maintenance of communications within the public rights-of-way or other roads or property within the Town, the Town Manager or designee may require the applicant to issue notice of the work to property owners who adjoin such affected area (the "notification area"). The notification area may be expanded at the Town's discretion and notice shall be effected in a manner deemed appropriate by the Town Manager or designee.
- (g) *Repair of damages.* A person placing or maintaining communication facilities in the public rights-of-way or other roads or property within the Town shall, at its own expense, restore the public rights-of-way, or any other adjacent property that has been damaged by work on the project, to at least its original condition before such work was initiated, subject to the Town's satisfaction upon inspection. Restoration shall include, among other things, the removal of all markings placed by users on the right-of-way, unless they are required to remain pursuant to State law. A registrant or user shall warrant restoration of the public rights-of-way or other roads or property within the Town for a period of 12 months after completion of such restoration. If the registrant or user fails to make such restoration within 30 calendar days after completion of construction, or such other time as may be required by the Town, the Town may, after written notice to the registrant or user, perform such restoration using Town employees, agents or contractors, and charge all costs of the restoration against the registrant or user in accordance with Florida Law and require reimbursement within 30 days after the submission of the bill by the Town to the registrant or user.
- (h) *Removal or relocation.* Removal or relocation at the direction of the Town of a person's communication facility in the public rights-of-way shall be governed by Florida Law.
- (i) *Property right not created.* A permit from the Town constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.
- (j) *Underground safety act.* In connection with excavation in the public rights-of-way, a registrant and user shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. § 556.
- (k) *Maintenance.* A registrant and user shall place or maintain a communications facility in public rights-of-way in compliance with all applicable standards as established by all local,

State or Federal law and in conformance with applicable codes and the Town Code. A registrant and user shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas.

- (l) *Coordination or work.* In the interest of the public's health, safety and welfare, upon request of the Town, a registrant or user shall coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable timeframe in the subject public rights-of-way or other roads or property within the Town. The Town may require a registrant or user to alter reasonably its placement or maintenance schedule for permitted work as necessary so as to minimize disruptions and disturbance in the public rights-of-way or other roads or property within the Town. The Town may provide a more definite time frame based on specific Town construction or maintenance schedules.
- (m) *Existing facilities.* A registrant or user shall not place or maintain its communications facilities so as to interfere, displace, damage or destroy any communication facilities, including, but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the Town or any other person's facilities lawfully occupying the public rights-of-way or other roads or property within the Town. The registrant or user shall report to the Town any damage to existing facilities and notify the facility owner.
- (n) *Conditions of rights-of-way.* The Town makes no warranties or representations regarding the fitness, suitability or availability of public rights-of-way for the facilities, and any performance of work or costs incurred by the registrant or user or provision of services shall be at registrant's or user's sole risk. Nothing in this article shall affect the Town's authority to add, vacate or abandon public rights-of-way and the Town makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for facilities.
- (o) *Inspections.* The Town shall have the right to make such visual inspections of communications facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article. In the event the Town determines that a violation exists with respect to a registrant's or user's placement or maintenance of communications facilities in the public rights-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the Town will provide the registrant or user no less than three days' written notice setting forth the violation and requesting correction. During the inspection, Town staff, employees or contractors shall not attempt to open, tamper, manipulate any equipment attached. Nothing herein shall limit the authority of the Town Manager, building official or their designee from taking appropriate action to address an imminent and immediate health or safety hazard.
- (p) *Emergency.* In an emergency, as determined by the Town Manager, Building Official, Public Works Director, or their designee, where the installation, use or maintenance of any communications facility poses an imminent and immediate health or safety hazard to pedestrians or vehicles, the Town shall, where feasible, give telephonic notice to the owner of the communications facility of the nature of the emergency and afford the owner the opportunity to remove or otherwise relocate the communication facility. Where telephonic notice is not feasible or where the owner fails to address the emergency hazard, the Town

Manager, building official or their designee may summarily and temporarily remove or relocate such communication facility, but only to the extent necessary to avoid the health or safety hazard at issue. Immediately following removal or relocation of any communication facility under these emergency procedures, the Town shall provide the owner of the facility with written notice of the action by certified mail, return receipt requested. If the Town removes such facility, the owner of such communication facility shall have 30 days after receipt of such written notice by the Town to claim the communication facility, or the Town may dispose of such communication facility.

(Ord. No. 18-221, § 3, 2-6-2018)

Sec. 35-53. - Review of communication facility poles, utility poles, small wireless facilities in the rights-of-way.

(a) *Purpose and scope.*

- (1) The purpose of this section is to provide appropriate local regulations in the review, permitting, and issuance of wireless facilities pursuant to F.S. § 337.401(7), entitled the "Advanced Wireless Infrastructure Deployment Act." Notwithstanding any other provision to the contrary, the provisions identified herein and as referenced elsewhere in this article, shall provide for the full scope of regulatory authority, as authorized by the Florida Statutes, in the regulation of, small wireless facilities within the jurisdiction of the Town.
- (2) The approval of the installation, placement, maintenance, or operation of a wireless facility pursuant to this subsection does not authorize the provision of any voice, data, or video communications services or the installation, placement, maintenance, or operation of any communications facilities other than small wireless facilities in the right-of-way.
- (3) This subsection does not affect provisions relating to pass-through providers in this article and at F.S. § 337.401(6).
- (4) This subsection does not authorize a person to collocate small wireless facilities or micro wireless facilities on an authority utility pole, place small wireless facilities, or erect a wireless support structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association.
- (5) This subsection does not apply to the installation, placement, maintenance, or replacement or routine maintenance of micro wireless facilities or replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size.

(b) *Electronic mail.* All correspondence with the applicant, including but not limited to, plan review comments, requests for additional information, and permit/registration status, whether for submittal of registration or for building permit, shall be by electronic mail.

(c) *Process, review and issuance of permits.* The Town shall accept applications for permits and shall process and issue permits subject to the following requirements:

- (1) The Town may not directly or indirectly require an applicant to perform services unrelated to the collocation for which approval is sought, such as in-kind contributions to the authority, including reserving fiber, conduit, or pole space for the authority.
- (2) An applicant may not be required to provide more information to obtain a permit than is necessary to demonstrate the applicant's compliance with applicable codes for the placement of wireless facilities in the locations identified the application.
- (3) The Town may not require the placement of wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole.
- (4) The Town may not limit the placement of wireless facilities by minimum separation distances. However, within 14 days after the date of filing the application, an authority may request that the proposed location of a wireless facility be moved to another location in the right-of-way and placed on an alternative authority utility pole or support structure or may place a new utility pole. The authority and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the applicant, the applicant must notify the authority of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. If an agreement is not reached, the applicant must notify the authority of such nonagreement and the authority must grant or deny the original application within 90 days after the date the application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.
- (5) The Town shall limit the height of a wireless facility to ten feet above the utility pole or structure upon which the wireless facility is to be collocated. Unless waived by the Town, the height for a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same right-of-way, other than a utility pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the wireless facility. If there is no utility pole within 500 feet, the authority shall limit the height of the utility pole to 50 feet.
- (6) Except as provided in subsections (c)(4) and (5), the installation of a utility pole in the public rights-of-way designed to support a wireless facility shall be subject to the Town's rules or regulations governing the placement of utility poles in the public rights-of-way and shall be subject to the application review timeframes in this subsection.
- (7) Within 14 days after receiving an application, the Town must determine and notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the Town must specifically identify the missing information. An application is deemed complete if the authority fails to provide notification to the applicant within 14 days.
- (8) An application must be processed on a nondiscriminatory basis. A complete application is deemed approved if the Town fails to approve or deny the application within 60 days after receipt of the application. If the Town does not use the 30-day negotiation period

provided in subsection (c)(4), the parties may mutually agree to extend the 60-day application review period. The Town shall grant or deny the application at the end of the extended period. A permit issued pursuant to an approved application shall remain effective for one year unless extended by the authority.

- (9) The Town must notify the applicant of approval or denial by electronic mail. The Town shall approve a complete application unless it does not meet the Town's applicable codes. If the application is denied, the Town shall specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant by electronic mail on the day the Town denies the application. The applicant may cure the deficiencies identified by the Town and resubmit the application within 30 days after notice of the denial is sent to the applicant. The Town shall approve or deny the revised application within 30 days after receipt or the application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.
- (10) An applicant seeking to collocate wireless facilities within the Town may, at the applicant's discretion, file a consolidated application and receive a single permit for the collocation of up to 30 wireless facilities. If the application includes multiple wireless facilities, the Town may separately address wireless facility collocations for which incomplete information has been received or which are denied.
- (11) The Town may deny a proposed collocation of a wireless facility in the public rights-of-way if the proposed collocation:
 - a. Materially interferes with the safe operation of traffic control equipment.
 - b. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes.
 - c. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
 - d. Materially fails to comply with the latest edition of the Florida Department of Transportation Utility Accommodation Manual.
 - f. Fails to comply with applicable codes.
- (12) The Town may reserve space on Town utility poles for future public safety uses. However, a reservation of space may not preclude collocation of a wireless facility. If replacement of the Town utility pole is necessary to accommodate the collocation of the wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use.
- (13) A structure granted a permit and installed pursuant to this subsection shall comply with F.S. Ch. 333, and federal regulations pertaining to airport airspace protections.
- (d) The Town shall not require approval or require fees or other charges for:
 - (1) Routine maintenance;

- (2) Replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size; or
- (3) Installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with applicable codes by or for a communications services provider authorized to occupy the rights-of-way and who is remitting taxes under [F.S.] Ch. 202.

Notwithstanding this paragraph, an authority may require a right-of-way permit for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane.

(e) Collocation of wireless facilities on utility poles is subject to the following requirements:

- (1) The Town shall not enter into an exclusive arrangement with any person for the right to attach equipment to authority utility poles.
- (2) The rates and fees for collocations on authority utility poles must be nondiscriminatory, regardless of the services provided by the collocating person.
- (3) The rate to collocate wireless facilities on a Town utility pole shall be \$150.00 per pole annually.
- (4) Agreements between the Town and wireless providers that are in effect on July 1, 2017, and that relate to the collocation of wireless facilities in the right-of-way, including the collocation of wireless facilities on authority utility poles, remain in effect, subject to applicable termination provisions. The wireless provider may accept the rates, fees, and terms established under this subsection for wireless facilities and utility poles that are the subject of an application submitted after the rates, fees, and terms become effective.
- (5) A person owning or controlling an authority utility pole shall offer rates, fees, and other terms that comply with this subsection. By the later of January 1, 2018, or 3 months after receiving a request to collocate its first wireless facility on a utility pole owned or controlled by an authority, the person owning or controlling the authority utility pole shall make available, through ordinance or otherwise, rates, fees, and terms for the collocation of wireless facilities on the authority utility pole which comply with this subsection.
 - a. The rates, fees, and terms must be nondiscriminatory and competitively neutral and must comply with this subsection.
 - b. For a Town utility pole that supports an aerial facility used to provide communications services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. s. 224 and implementing regulations. The good faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested collocation must include pole replacement if necessary.
 - c. For a Town utility pole that does not support an aerial facility used to provide communications services or electric service, the authority shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within 60 days after receipt of a complete application. Make-ready work, including any pole replacement,

must be completed within 60 days after written acceptance of the good faith estimate by the applicant. Alternatively, the Town may require the applicant seeking to collocate a wireless facility to provide a make-ready estimate at the applicant's expense for the work necessary to support the wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The Town may not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall remain the property of the authority.

- d. The Town shall not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to communications services providers other than wireless services providers for similar work and may not include any consultant fee or expense.
- (f) A wireless providers shall, in relation to a wireless support structure in the public rights-of-way, comply with nondiscriminatory undergrounding requirements, as may be applicable, of the Town. Any such requirements may be waived by the Town Manager.
- (g) A wireless infrastructure provider may apply to the Town to place utility poles in the public rights-of-way to support the collocation of wireless facilities. The application must include an attestation that wireless facilities will be collocated on the utility pole or structure and will be used by a wireless services provider to provide service within nine months after the date the application is approved. The Town shall accept and process the application in accordance with Section 35-52(c)6, and any applicable codes and other local codes governing the placement of utility poles in the public rights-of-way.

(Ord. No. 18-221, § 3, 2-6-2018)



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Ordinance Approving, Adopting and Ratifying Non-Ad Valorem Special Roll and Special Assessment District Rates for Security Guard and Lake Maintenance Neighborhood Service Districts.

Date: August 18, 2020

Recommendation:

It is recommended that the Town Council approve the Non-Ad Valorem Special Roll, listed in Exhibit A and the Proposed FY 2020-21 assessment rates for the active Security Guard and Multipurpose Maintenance areas listed in Exhibit B. Non-ad-valorem assessments for Neighborhood Service Districts represent a cost share assigned to a group of properties to pay all or part of the cost associated with a specific public service or improvement primarily benefiting those properties. All lots and parcels within the districts are unique due to their geographical boundaries, affected property owners, and level of service.

The attached Ordinance relates to the rates for each Neighborhood Service District. The Town of Miami Lakes has determined that the services provided by these Neighborhood Service Districts will offer special benefits to properties within each district not exceeding amounts of special assessments to be levied. Therefore, it is hereby recommended that the proposed rates being assessed in Exhibit B, be approved, and adopted. The final assessments will have to be approved prior to September 15, 2020.

Background:

In 2014, residents who were living within the six (6) Neighborhood Service Districts in Town expressed interest in transferring these services from Miami-Dade County with the goal of receiving services provided directly by the Town. The Town Council approved the request to transfer the six (6) Neighborhood Service Districts by resolution on September 5, 2017 and subsequently on January 21, 2018 a vote was conducted via mail-in ballot sent to those within the district boundaries. All six (6) districts received a majority vote ratifying the transfer to the Town effective October 1, 2018.

After the transfer, the Town began identifying contracts that can be piggy-backed and services that can be provided by current Town contractors to prevent gaps in services. The Town executed Change Orders with current Town Vendors for Janitorial and Landscape Maintenance for four (4) Neighborhood Service Districts as these services were being provided “in-house” by Miami-Dade County. Furthermore, the Town piggy-backed a Lake Maintenance Services contract issued by Miami-Dade County that was issued in 2017 due to the competitive rates that were negotiated with the two (2) Lake Maintenance Neighborhood Service Districts.

In March 2019, the Town issued an RFP (Request for Proposals) to access more cost-effective contracts to present the residents of each district with alternative options for security guard services. Four of these Neighborhood Service Districts (Miami Lakes Loch Lomond, Miami Lakes Section 1, Royal Oaks East, and Royal Oaks Section 1) were organized for the purpose of providing security guard services to the residents living within the district. The Town performed its Due Diligence review and put together an Evaluation Committee to rank the proposals. At the June 19, 2019 Council Meeting, the Town Council approved the Manager’s recommendation of awarding contracts to SFM Security Services, Inc, the highest ranked proposer, Kent Security Services, Inc. (“Kent”), the second highest ranked proposer, and FPI Security Services, Inc. (“FPI”), the third highest ranked proposer.

In April 2019, the Town began meeting with each district to review current and proposed budgets for next fiscal year along with obtaining recommendations for levels of service. An approved budget was later ratified and set in place for the 2019-20 FY.

Starting in February 2020, the Town began meeting with its Neighborhood Service Districts again to discuss status of services and begin reviewing budgets for the coming 2020-21 FY.

The specific relevant information for each of the districts is outlined below:

Loch Lomond – Guard Gate District

On May 14th, the Town of Miami Lakes met with the residents of the Loch Lomond district to review the current level of service along with the current budget and presented the proposed budget. At this meeting, the board approved the purchasing and installation of two new gate arms to update the 22+ year old system that was in place. This was an anticipated expense that was planned into the current FY budget which had also reduced the Loch Lomond assessment rate by \$236.60 while accounting for the upgrade.

As for the proposed budget, there was some discussion as the budget did not have any major changes from the previous year other than a decrease in gate arm repairs now that the new gate arms have been installed. The board requested to have adjusted proposed budget sent to them for a final review.

On March 21st, the board reconvened to finalize the approval of the budget, which was met with unanimous approval. The district was able to maintain the exact same assessment rate of \$2,489.80 while keeping to the 10% minimum in reserves (Resolution 20- 1654).

Royal Oaks East & Section One – Guard Gate District *(Now combined to form Royal Oaks NSD Advisory Board)*

On February 25th, the advisory board met to finalize elections and to begin the review of the past year in terms of level of service. The board discussed the progression of SFM and highlighted the need for LPRs to assist when the phone camera system is down. The board then approved the LPR purchase and requested further documentation on the bid for guard gate arm replacements before approving the project.

The board reconvened on March 10th to finalize the approval for gate arm replacement systems and to review the FY 20-21 budget. The board reviewed two other quotes for the gate arm replacement bid to compare and then approved unanimously. The gate arms have been installed and LPR’s are being shipped and expected to be installed in the coming weeks.

The board approved the proposed FY 20-21 budget as it was presented with some recommendations on how to use the future capital outlay and infrastructure funds. These items included upgrading the guard houses with fresh coats of paint, electrical upgrades, and some landscaping enhancements.

The district's FY 20-21 proposed special assessment for the East section was reduced by \$62.44 (\$706.89) which in turn lowered the amount kept in reserves for the coming year while maintaining 10% as required (Resolution 20- 1654). Royal Oaks Section One maintained their assessment rate of \$706.89 and now both districts have matching assessments and very similar overall budgets.

Miami Lakes Section One – Guard Gate District

On May 20th, the Town met with the residents of Miami Lakes Section One district and presented the proposed budget impact. The new proposed budget plans for an assessment decrease while still allocating thirty-two thousand dollars (\$32,000) to the repair & maintenance account next fiscal year to purchase new light pole fixtures for their district.

The board was able to review and eventually approve the replacement of new guard gate systems which the allowed the budget year end projections for FY 19-20 to be reduced as all gate arms were upgraded and no repairs to the one damaged one were necessary.

The advisory board approved the FY 20-21 budget as proposed which reduced the assessment rate by \$77.00 bringing their rate down to \$208.37. This was done by reducing their contingency reserves down to the 10% minimum while still planning for future improvements.

Lake Hilda & Lake Patricia

On July 20th, the Town met with the residents from both districts to discuss next fiscal year's budget. Some of the residents were concerned with the algae levels in each lake and requested if anything can be done to mitigate this issue. The current lake vendor, Solitude, was in attendance and stated they have also noticed an increase over the last couple of years which can be attributed to changes in climate, wind, and drought conditions. Apparently, this is seasonal issue which is occurring across the State in the summer months. The vendor informed the residents that this algae is not harmful for the lake and is a normal natural occurrence which is already being treated twice in the summer months (April – September) for a total of eighteen (18) cycles annually.

The special assessment rates for both Lake Patricia (\$231.46) and Lake Hilda (157.92) are proposed to remain the same for FY21. The Town is actively monitoring the contract for lake services piggy backed from the county which is set to expire this year.

In an effort to ensure the level of quality desired, the Town will be looking to issue an RFP to secure services directly aligned with its own terms and scope to better serve its lake residents.

Evaluation

The Town was able to meet with all districts virtually to discuss current status of the services provided while also planning and finalizing budgets for the next fiscal year. New LED Gate Arm Pedestals were installed at the four (4) Guard Gate Districts. LPR cameras are being installed at the Royal Oaks District this current FY. There were no assessment increases across the board.

Preliminary Assessments

The fiscal impact is only for those homeowners within the boundaries of the Neighborhood Service Districts.

These funds will accrue from the special assessments paid by the property owners of folios within the active Neighborhood Service Districts. A summary table with the budgets for each district and the rate is provided below.

<u>District Name</u>	<u>District Type</u>	<u>Number of Units</u>	<u>Budget FY 19-20</u>	<u>Proposed Assessment Rate for FY 20-21</u>
Miami Lakes Section One	Security Guard	841	\$285.37	\$208.37
Loch Lomond	Security Guard	188	\$2,489.80	\$2,489.80
Royal Oaks Section One	Security Guard	589	\$706.89	\$706.89
Royal Oaks East	Security Guard	533.5	\$769.33	\$706.89
Lake Patricia	Lake Maintenance	72.5	\$231.46	\$231.46
Lake Hilda	Lake Maintenance	111	\$157.92	\$157.92

Timeline

Per Florida Statute, changes to the folio and rates can be made before September 15, 2020. The final rate will appear on the Tax Bill. It should be noted that only reductions to the unit count can be made after November 1, 2020.

Attachments:

Ordinance in 1st Reading – Neighborhood Service Districts

Exhibit A – 2020 Folio File Non-Ad Valorem Special Roll

Exhibit B – 2020 Rate File Non-Ad Valorem Special Roll

Exhibit C - Proposed Budget for Neighborhood Service Districts

ORDINANCE NO. 20-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING, ADOPTING, A NON-AD VALOREM ASSESSMENT ROLL FOR SPECIAL TAXING DISTRICTS; APPROVING, ADOPTING AND RATIFYING SPECIAL ASSESSMENT DISTRICT RATES FOR SPECIAL TAXING DISTRICTS, INCLUDING BUT NOT LIMITED TO SECURITY GUARD AND MULTIPURPOSE MAINTENANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as of October 1st, 2018, Miami Lakes operates special assessments for four security guard services; Loch Lomond Guard Gate District, Miami Lakes Section One, Royal Oaks East, and Royal Oaks Section One, and two lake maintenance districts: Lake Patricia and Lake Hilda (the “Special Taxing Districts”); and

WHEREAS, the Town has created advisory committees composed of members from the different Special Taxing Districts to aid the Town in the administration of the different Special Taxing Districts; and

WHEREAS, the Town has held public meetings with advisory committees to discuss Special Taxing District Budgets for fiscal year 2020-2021; and

WHEREAS, it is the responsibility of the Town to adopt a non-ad valorem assessment roll and set a non-ad valorem rate for all six districts pursuant Florida Statute 197.3632, in order to operate the Special Taxing District.

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. **Adoption of Non-Ad Valorem Assessment Roll.** The non-ad valorem assessment roll attached hereto as Exhibit “A” is hereby adopted.

Section 3. **Adoption of Non-Ad Valorem Rate for Special Taxing Districts.** The non-ad valorem rate for Special Taxing Districts attached hereto as Exhibit “B” is hereby adopted.

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

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

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FIRST READING

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

SECOND READING

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

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

2020 Folio File Non-Ad Valorem Special Roll



Roll Year	Folio	District Type Identifier	District Number	Units
2020	3220140010130	F	1700	0.50
2020	3220140040010	F	1700	1.00
2020	3220140040020	F	1700	1.00
2020	3220140040030	F	1700	1.00
2020	3220140040040	F	1700	1.00
2020	3220140040050	F	1700	1.00
2020	3220140040060	F	1700	1.00
2020	3220140040070	F	1700	1.00
2020	3220140040080	F	1700	1.00
2020	3220140040090	F	1700	1.00
2020	3220140040100	F	1700	1.00
2020	3220140040110	F	1700	1.00
2020	3220140040120	F	1700	1.00
2020	3220140040130	F	1700	1.00
2020	3220140040140	F	1700	1.00
2020	3220140040150	F	1700	1.00
2020	3220140040160	F	1700	1.00
2020	3220140040170	F	1700	1.00
2020	3220140040190	F	1700	0.50
2020	3220140040200	F	1700	1.00
2020	3220140040210	F	1700	1.00
2020	3220140040220	F	1700	1.00
2020	3220140040230	F	1700	1.00
2020	3220140040240	F	1700	1.00
2020	3220140040260	F	1700	1.00
2020	3220140040270	F	1700	1.00
2020	3220140040280	F	1700	1.00
2020	3220140040300	F	1700	1.00
2020	3220140040310	F	1700	1.00
2020	3220140040320	F	1700	1.00
2020	3220140040330	F	1700	1.00
2020	3220140040340	F	1700	1.00
2020	3220140040350	F	1700	1.00
2020	3220140040360	F	1700	1.00
2020	3220140040370	F	1700	1.00
2020	3220140040380	F	1700	1.00
2020	3220140040390	F	1700	1.00
2020	3220140040400	F	1700	1.00
2020	3220140040410	F	1700	1.00
2020	3220140040420	F	1700	1.00
2020	3220140040430	F	1700	1.00
2020	3220140040440	F	1700	1.00
2020	3220140040450	F	1700	1.00
2020	3220140040460	F	1700	1.00
2020	3220140040470	F	1700	1.00
2020	3220140040480	F	1700	1.00

2020	3220140040490	F	1700	1.00
2020	3220140040500	F	1700	1.00
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2020	3220140040560	F	1700	1.00
2020	3220140040570	F	1700	1.00
2020	3220140040580	F	1700	1.00
2020	3220140040590	F	1700	1.00
2020	3220140040600	F	1700	1.00
2020	3220140040610	F	1700	1.00
2020	3220140040620	F	1700	1.00
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2020	3220140040650	F	1700	1.00
2020	3220140040660	F	1700	1.00
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2020	3220140040720	F	1700	1.00
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2020	3220140040740	F	1700	1.00
2020	3220140040750	F	1700	1.00
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EXHIBIT B

2020 Rate File Non-Ad Valorem Special Roll



Roll Year	District Identifier	District Number	District Description	Rate
2020	F	1700	LOCH LOMOND	2489.80
2020	F	1701	MIAMI LAKES SECTION ONE	208.37
2020	F	1702	ROYAL OAKS SECTION 1	706.89
2020	F	1703	ROYAL OAKS EAST	706.89
2020	F	1704	LAKE PATRICIA	231.46
2020	F	1705	LAKE HILDA	157.92

Note

EXHIBIT C

2020 Proposed Budget for Neighborhood Service Districts



TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
NEIGHBORHOOD SERVICE DISTRICTS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 NSD PROPOSED BUDGET REQUEST	BUDGET COMMENTS
NEIGHBORHOOD SERVICE DISTRICTS						
MIAMI LAKES SECTION ONE - 1701						
	<i>Number of Units</i>				841.00	
	<i>Assessment Rate per Unit</i>				\$208.37	Assessment rate reduced by \$77 from prior year.
	<i>Total Guard Service Hours</i>				8,760	
	<i>Total Vehicle Hours</i>				-	
	<i>Total Holiday Hours</i>				264	
	<i>Guard Hourly Rate</i>				\$15.50	
	<i>Vehicle Hourly Rate</i>					
REVENUES						
1111601-312415	SPECIAL ASSESMENT AT 100%	\$230,873	\$239,996	\$239,966	\$175,239	
1111601-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	\$0	(\$12,000)	(\$12,000)	(\$8,762)	
1111601-329020	STD TRANSPONDERS	\$2,000	\$1,000	\$775	\$1,000	
1111601-361102	COUNTY & STATE INTEREST	\$196	\$0	\$153	\$0	
1111601-370016	BUDGET CARRYFORWARD	\$2,885	\$69,482	\$69,482	\$91,653	
	TOTAL REVENUES	\$235,954	\$298,478	\$298,376	\$259,130	
EXPENSES						
1111601-533002	SECURITY SERVICES - GUARD	\$125,779	\$131,688	\$137,776	\$135,780	
1111601-533002	SECURITY GUARD HOLIDAY COST	\$0	\$6,138	\$0	\$2,046	11 Holidays (24 Hours) (RFP 2019-13).
1111601-533002	POLICE OFF DUTY FOR EVENTS	\$0	\$0	\$0	\$0	
1111601-533002	SECURITY SERVICES - VEHICLE	\$0	\$0	\$0	\$0	
	OPERATING SECURITY COST SUBTOTAL	\$125,779	\$137,826	\$137,776	\$137,826	
1111601-513011	MANAGEMENT & MONITORING (DIRECT COSTS)	\$0	\$6,845	\$6,845	\$6,610	
1111601-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$23,840	\$17,194	\$17,194	\$14,086	8.5% of operating expenses.
	OPERATING ADMINISTRATIVE COST SUBTOTAL	\$23,840	\$24,039	\$24,039	\$20,696	
1111601-534010	JANITORIAL SERVICES	\$1,250	\$1,500	\$1,590	\$1,600	Weekly services (\$30).
1111601-534010-CVD1	JANITORIAL SERVICES - COVID 19	\$0	\$0	\$2,485	\$4,056	Disinfectant spraying of guard houses due to Covid19.
1111601-541000	TELEPHONE SERVICES	\$455	\$500	\$211	\$240	Monthly services (\$20).
1111601-541010	MOBILE PHONES	\$0	\$0	\$0	\$0	
1111601-543000	UTILITY SERVICES-ELECTRICITY	\$673	\$1,100	\$1,010	\$1,500	Increase due to proposed pump usage for landscape enhancements.
1111601-543020	UTILITY SERVICES-WATER & SEWER	\$174	\$500	\$228	\$500	-
1111601-546000	REPAIR & MAINTENANCE-MAJOR	\$8,004	\$49,000	\$5,000	\$8,000	Handymen(\$2,000), electrical services(\$2,000), plumbing (\$1,000), and signage (\$3,000).
1111601-546002	EXTERMINATOR SERVICES	\$169	\$200	\$184	\$200	Monthly extermination services (\$16).
1111601-546003	REPAIR & MAINTENANCE-GROUNDS	\$0	\$6,000	\$2,000	\$6,000	Quarterly flower change out & maintenance.
1111601-546021	GATE EQUIPMENT & REPAIRS	\$5,554	\$6,000	\$6,000	\$3,000	LED Boom arm replacement (\$575) each.
1111601-547000	PRINTING & BINDING	\$113	\$200	\$200	\$1,300	Mailout for elections/straw ballot for capital improvements exceeding 15% of operating budget.
1111601-548020	GENERAL ADVERTISEMENTS	\$460	\$500	\$0	\$500	Legal notices to residents of changes to the districts.
1111601-549311	TRANSPONDERS	\$0	\$1,000	\$0	\$1,000	New transponders for residents.
	OPERATING COST SUBTOTAL	\$16,854	\$66,500	\$18,908	\$27,896	

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
NEIGHBORHOOD SERVICE DISTRICTS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 NSD PROPOSED BUDGET REQUEST	BUDGET COMMENTS
NEIGHBORHOOD SERVICE DISTRICTS						
1111601-563000	CAPITAL OUTLAY-INFRASTRUCTURE	\$0	\$0	\$0	\$49,155	Guardhouse lighting (\$32,717) and landscape enhancements (\$16,438).
1111601-564000	CAPITAL OUTLAY-MACHINERY & EQUIPMENT	\$0	\$0	\$26,000	\$0	FY20 Gate arm pedestals.
	CAPITAL OUTLAY SUBTOTAL	\$0	\$0	\$26,000	\$49,155	Any request for capital improvements that exceed 15% of the annual operating budget shall require a straw ballot poll from the residents residing within the district prior to any allocation of moneys for said improvement (Resolution 20-1654).
1111601-549002	CONTINGENCY RESERVE	\$0	\$70,113	\$0	\$23,557	10% minimum reserves required by Resolution 20-1654.
	TOTAL MIAMI LAKES SECTION ONE EXPENDITURES	\$166,473	\$298,478	\$206,723	\$259,130	
	NET MIAMI LAKES SECTION ONE	\$69,482	\$0	\$91,653	\$0	
LOCH LOMOND - 1700						
	<i>Number of Units</i>				188.00	
	<i>Assessment Rate per Unit</i>				\$2,489.80	
	<i>Total Guard Service Hours</i>				17,520	
	<i>Total Vehicle Hours</i>				8,760	
	<i>Total Holiday Hours</i>				528	
	<i>Guard Hourly Rate</i>				\$20.50	
	<i>Vehicle Hourly Rate</i>				\$0.50	
REVENUES						
1111611-312415	SPECIAL ASSESMENT AT 100%	\$491,465	\$468,082	\$468,082	\$468,082	
1111611-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	\$0	(\$23,404)	(\$23,404)	(\$23,404)	
1111611-329020	STD TRANSPONDERS	\$0	\$0	\$0	\$0	
1111611-361102	COUNTY & STATE INTEREST	\$497	\$0	\$311	\$0	
1111611-370016	BUDGET CARRYFORWARD	(\$10,614)	\$16,142	\$16,142	\$24,012	
	TOTAL REVENUES	\$481,348	\$460,820	\$461,131	\$468,690	
EXPENSES						
1111611-533002	SECURITY SERVICES-GUARD	\$381,501	\$348,336	\$368,944	\$359,160	
1111611-533002	SECURITY GUARD HOLIDAY COST	\$0	\$16,236	\$0	\$5,412	11 Holidays (24 Hours) (RFP 2019-13).
1111611-533002	POLICE OFF DUTY FOR HALLOWEEN	\$0	\$0	\$0	\$0	
1111611-533002	SECURITY SERVICES VEHICLE	\$0	\$4,380	\$0	\$4,380	
	OPERATING SECURITY COST SUBTOTAL	\$381,501	\$368,952	\$368,944	\$368,952	
1111611-513011	MANAGEMENT & MONITORING (DIRECT COSTS)	\$0	\$6,845	\$6,845	\$6,610	
1111611-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$37,840	\$26,905	\$26,905	\$25,212	8.5% of operating expenses based on security guard service level 1.
	OPERATING ADMINISTRATIVE COST SUBTOTAL	\$37,840	\$33,750	\$33,750	\$31,822	
1111611-534010	JANITORIAL SERVICES	\$1,250	\$1,440	\$1,590	\$1,600	Weekly services (\$30).
1111611-534010-CVD1	JANITORIAL SERVICES-COVID19	\$0	\$0	\$2,097	\$3,800	Disinfectant spraying of guard houses due to Covid19.
1111611-541000	TELEPHONE SERVICES	\$541	\$550	\$192	\$300	Monthly services (\$25).
1111611-543000	UTILITY SERVICES-ELECTRICITY	\$836	\$1,200	\$818	\$1,200	-
1111611-546000	REPAIR & MAINTENANCE	\$0	\$0	\$0	\$0	
1111611-546000	REPAIR & MAINTENANCE	\$41,096	\$10,000	\$8,300	\$3,050	Handymen (\$1,500), electrical services (\$1,500), and annual fire extinguisher certification (\$50).
1111611-546002	EXTERMINATOR SERVICES	\$169	\$200	\$184	\$200	Monthly extermination services (\$16).
1111611-546003	REPAIR & MAINTENANCE-GROUNDS	\$0	\$4,000	\$4,000	\$4,000	Quarterly flower change out & maintenance.

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
NEIGHBORHOOD SERVICE DISTRICTS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 NSD PROPOSED BUDGET REQUEST	BUDGET COMMENTS
NEIGHBORHOOD SERVICE DISTRICTS						
1111611-546021	GATE EQUIPMENT & REPAIRS	\$1,488	\$7,000	\$404	\$1,725	Gate arm replacement & repairs.
1111611-547000	PRINTING & BINDING	\$25	\$200	\$0	\$200	Mailout for elections/straw ballot for capital improvements exceeding 15% of operating budget.
1111611-548020	GENERAL ADVERTISEMENTS	\$460	\$250	\$0	\$500	Legal notices to residents of changes to the districts.
1111611-549080	STD ELECTION COSTS	\$0	\$0	\$0	\$0	
1111611-549311	TRANSPONDERS	\$0	\$0	\$0	\$0	
	GENERAL OPERATING COST SUBTOTAL	\$45,866	\$24,840	\$17,585	\$16,575	
1111611-563000	CAPITAL OUTLAY-INFRASTRUCTURE	\$0	\$0	\$0	\$0	
1111611-564000	CAPITAL OUTLAY-MACHINERY & EQUIPMENT	\$0	\$0	\$16,840	\$8,733	
	CAPITAL OUTLAY COST SUBTOTAL	\$0	\$0	\$16,840	\$8,733	Any request for capital improvements that exceed 15% of the annual operating budget shall require a straw ballot poll from the residents residing within the
1111611-549002	CONTINGENCY RESERVE	\$0	\$33,278	\$0	\$42,608	10% minimum reserves required by Resolution 20-1654.
	TOTAL LOCH LOMOND EXPENDITURES	\$465,207	\$460,820	\$437,119	\$468,690	
	NET LOCH LOMOND	\$16,142	(\$0)	\$24,012	\$0	
ROYAL OAKS SECTION ONE - 1702						
	<i>Number of Units</i>				589	
	<i>Assessment Rate per Unit</i>				707	
	<i>Total Guard Service Hours</i>				17,520	
	<i>Total Vehicle Hours</i>				-	
	<i>Total Holiday Hours</i>				528	
	<i>Guard Hourly Rate</i>				17	
	<i>Vehicle Hourly Rate</i>				2	
	REVENUES					
1111621-312415	SPECIAL ASSESMENT AT 100%	\$460,428	\$416,358	\$416,358	416,358	
1111621-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	\$0	(\$20,818)	(\$20,818)	(20,818)	
1111621-329020	STD TRANSPONDERS	\$500	\$1,000	\$1,435	3,000	Revenue for new transponders purchased (\$35 each).
1111621-361102	COUNTY & STATE INTEREST	\$520	\$0	\$279	-	
1111621-370016	BUDGET CARRYFORWARD	\$26,728	\$83,600	\$83,600	53,564	Projected carry forward.
	REVENUE TOTAL	\$488,176	\$480,140	\$480,854	452,104	
	EXPENSES:					
1111621-533002	SECURITY SERVICES	\$355,923	\$291,753	\$305,352	300,818	
1111621-533002	SECURITY GUARD HOLIDAY COST	\$0	\$13,599	\$0	4,533	11 Holidays (24 Hours) (RFP 2019-13)
1111621-533002	POLICE OFF DUTY FOR EVENTS	\$0	\$0	\$0	-	
1111621-533002	SECURITY SERVICES-VEHICLE	\$0	\$0	\$0	-	
	OPERATING SECURITY COST SUBTOTAL	\$355,923	\$305,352	\$305,352	305,351	
1111621-513011	MANAGEMENT & MONITORING (DIRECT COSTS)	\$5,709	\$13,690	\$13,690	13,219	
1111621-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$25,900	\$26,023	\$26,023	28,096	8.5% of operating expenses based on security guard service level 1.
	OPERATING ADMINISTRATIVE COST SUBTOTAL	\$31,609	\$39,713	\$39,713	41,315	
1111621-534010	JANITORIAL SERVICES	\$2,500	\$2,500	\$3,120	3,120	Weekly services per guard house (\$30).
1111621-534010-CVD1	JANITORIAL SERVICES-COVID 19	\$0	\$0	\$4,194	7,600	Disinfectant spraying of guard houses due to Covid19.
1111621-541000	TELEPHONE SERVICES	\$535	\$601	\$827	500	Monthly services for both guard house (\$40).
1111621-541010	MOBILE PHONES	\$0	\$0	\$0	-	
1111621-543000	UTILITY SERVICES-ELECTICITY	\$2,140	\$3,100	\$2,234	3,100	-

TOWN OF MIAMI LAKES
FY 2020-21 PROPOSED BUDGET
NEIGHBORHOOD SERVICE DISTRICTS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 NSD PROPOSED BUDGET REQUEST	BUDGET COMMENTS
NEIGHBORHOOD SERVICE DISTRICTS						
1111621-543020	UTILITY SERVICES-WATER & SEWER	\$407	\$3,000	\$500	2,000	-
1111621-546000	REPAIRS & MAINTENANCE	\$7,042	\$8,000	\$9,209	8,000	Grounds Maintenance (\$4,000), Annual Pressure Cleaning (\$1,000), Electrical Repairs (\$1,000), Handymen(\$2,000).
1111621-546000	MAJOR REPAIR & MAINTENANCE SUPPLIES	\$0	\$0	\$0	-	
1111621-546002	EXTERMINATOR SERVICES	\$337	\$400	\$378	400	Monthly exterminator service for both guard houses (\$31).
1111621-546021	GATE EQUIPMENT & REPAIRS	\$3,547	\$6,000	\$5,040	7,425	New button system (\$1600), signage (\$3,000), emergency LED boom replacement (\$2,825).
1111621-547000	PRINTING & BINDING	\$79	\$200	\$0	200	Annual mailout for elections/straw ballot for capital improvements exceeding 15% of operating budget.
1111621-548020	GENERAL ADVERTISEMENTS	\$457	\$800	\$0	500	Legal notices to residents of changes to the districts.
1111621-549311	TRANSPONDERS	\$0	\$1,000	\$1,001	3,000	New transponders for residents.
1111621-566002	COMPUTER SOFTWARE LICENSES	\$0	\$0	\$0	13,000	Annual LPR software license.
	OPERATING COST SUBTOTAL	\$17,045	\$25,601	\$26,504	48,845	
1111621-563000	CAPITAL OUTLAY-INFRASTRUCTURE	\$0	\$55,721	\$55,721	15,493	
1111621-564000	CAPITAL OUTLAY-MACHINERY & EQUIPMENT	\$0	\$0	\$0	-	
	CAPITAL OUTLAY COST SUBTOTAL	\$0	\$55,721	\$55,721	15,493	Any request for capital improvements that exceed 15% of the annual operating budget shall require a straw ballot poll from the residents residing within the District prior to any allocation of moneys for said improvement (Resolution 20-1654).
1111621-549002	CONTINGENCY RESERVE	\$0	\$53,753	\$0	41,100	10% minimum reserves required by Resolution 20-1654.
	TOTAL ROYAL OAKS SECTION ONE EXPENDITURES	\$404,576	\$480,140	\$427,290	452,104	
	NET ROYAL OAKS SECTIONS ONE	\$83,600	\$0	\$53,564	-	
ROYAL OAKS EAST - 1703						
	<i>Number of Units</i>				533.50	
	<i>Assessment Rate per Unit</i>				\$706.89	Assessment rate reduced by \$62.44 from prior year.
	<i>Total Guard Service Hours</i>				17,520	
	<i>Total Vehicle Hours</i>				-	
	<i>Total Holiday Hours</i>				528	
	<i>Guard Hourly Rate</i>				\$17.17	
	<i>Vehicle Hourly Rate</i>				\$1.55	
REVENUES						
1111631-312415	SPECIAL ASSESMENT AT 100%	\$505,399	\$410,438	\$410,438	\$377,126	377126
1111631-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	\$0	(\$20,522)	(\$20,522)	(\$18,856)	
1111631-329020	STD TRANSPONDERS	\$1,070	\$1,000	\$715	\$3,000	Revenue for new transponders purchased (\$35 each).
1111631-361102	COUNTY & STATE INTEREST	\$894	\$0	\$275	\$0	
1111631-370016	BUDGET CARRYFORWARD	\$30,134	\$133,037	\$133,037	\$98,130	Projected carry forward.
	TOTAL REVENUES	\$537,497	\$523,953	\$523,943	\$459,400	

TOWN OF MIAMI LAKES
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NEIGHBORHOOD SERVICE DISTRICTS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 NSD PROPOSED BUDGET REQUEST	BUDGET COMMENTS
NEIGHBORHOOD SERVICE DISTRICTS						
EXPENSES						
1111631-533002	SECURITY SERVICES	\$355,972	\$291,753	\$305,352	\$300,818	
1111631-533002	SECURITY GUARD HOLIDAY COST	\$0	\$13,599	\$0	\$4,533	11 Holidays (24 Hours) (RFP 2019-13)
1111631-533002	POLICE OFF DUTY FOR EVENTS	\$0	\$0	\$0	\$0	
1111631-533002	SECURITY SERVICES-VEHICLE	\$0	\$0	\$0	\$0	
	OPERATING SECURITY COST SUBTOTAL	\$355,972	\$305,352	\$305,352	\$305,351	
1111631-513011	MANAGEMENT & MONITORING (DIRECT COSTS)	\$5,709	\$13,690	\$13,690	\$13,219	
1111631-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$25,900	\$26,709	\$26,709	\$28,096	8.5% of operating expenses based on security guard service level 1.
	OPERATING ADMINISTRATIVE COST SUBTOTAL	\$31,609	\$40,399	\$40,399	\$41,315	
1111631-534010	JANITORIAL SERVICES	\$2,500	\$2,500	\$3,120	\$3,120	Weekly services per guard house (\$30).
1111631-534010-CVD1	JANITORIAL SERVICES-COVID 19	\$0	\$0	\$4,194	\$7,600	Disinfectant spraying of guard houses due to Covid19.
1111631-541000	TELEPHONE SERVICES	\$503	\$961	\$192	\$500	Monthly services for both guard house (\$40).
1111631-541010	MOBILE PHONES	\$0	\$0	\$0	\$0	
1111631-543000	UTILITY SERVICES-ELECTRICITY	\$2,288	\$3,100	\$2,057	\$3,100	-
1111631-543020	UTILITY SERVICES-WATER & SEWER	\$1,542	\$1,500	\$805	\$2,000	-
1111631-546000	REPAIRS & MAINTENANCE-MAJOR	\$8,471	\$15,000	\$10,000	\$8,000	Grounds Maintenance (\$4,000), Annual Pressure Cleaning (\$1,000), Electrical Repairs (\$1,000), Handymen(\$2,000).
1111631-546000	REPAIRS & MAINTENANCE-OTHER SUPPLIES	\$0	\$5,000	\$0	\$0	-
1111631-546002	EXTERMINATOR SERVICES	\$337	\$400	\$368	\$400	Monthly exterminator service for both guard houses (\$31).
1111631-546021	GATE EQUIPMENT & REPAIRS	\$705	\$3,000	\$3,000	\$7,425	New button system (\$1600), signage (\$3,000), emergency LED boom replacement (\$2,825).
1111631-547000	PRINTING & BINDING	\$72	\$200	\$0	\$200	Annual mailout for elections/straw ballot for capital improvements exceeding 15% of operating budget.
1111631-548020	GENERAL ADVERTISEMENTS	\$461	\$1,000	\$0	\$500	Legal notices to residents of changes to the districts.
1111631-549311	TRANSPONDERS	\$0	\$1,000	\$0	\$3,000	New transponders for residents.
1111631-566002	COMPUTER SOFTWARE LICENSES	\$0	\$0	\$0	\$13,000	Annual LPR software license.
	OPERATING COST SUBTOTAL	\$16,880	\$33,661	\$23,737	\$48,845	
1111631-563000	CAPITAL OUTLAY-INFRASTRUCTURE	\$0	\$66,899	\$56,325	\$22,126	
1111631-564000	CAPITAL OUTLAY-MACHINERY & EQUIPMENT	\$0	\$0	\$0	\$0	
	CAPITAL OUTLAY COST SUBTOTAL	\$0	\$66,899	\$56,325	\$22,126	Any request for capital improvements that exceed 15% of the annual operating budget shall require a straw ballot poll from the residents residing within the District prior to any allocation of moneys for said improvement (Resolution 20-1654).
1111631-549002	CONTINGENCY RESERVE	\$0	\$77,642	\$0	\$41,763	10% minimum reserves required by Resolution 20-1654
	TOTAL ROYAL OAKS EAST EXPENENDITURES	\$404,461	\$523,953	\$425,813	\$459,400.00	
	NET ROYAL OAKS EAST	\$133,037	\$0	\$98,130	\$0.00	

TOWN OF MIAMI LAKES
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NEIGHBORHOOD SERVICE DISTRICTS
Revenue and Expenditure Detail by Line Item

ACCOUNT NUMBER	ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 NSD PROPOSED BUDGET REQUEST	BUDGET COMMENTS
NEIGHBORHOOD SERVICE DISTRICTS						
LAKE PATRICIA - 1704						
	<i>Number of Units</i>				72.5	
	<i>Assessment Rate per Unit</i>				\$231.46	
	<i>Fish Stocking</i>				1,100	
	<i>Number of cycles</i>				12	
	<i>Number of summer cycles</i>				6	
REVENUES						
1111641-312415	SPECIAL ASSESMENT AT 100%	\$15,939	\$16,781	\$16,781	\$16,781	
1111641-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	\$0	(\$839)	(\$839)	(\$839)	
1111641-361102	COUNTY & STATE INTEREST	\$14	\$0	\$9	\$0	
1111641-370016	BUDGET CARRYFORWARD	\$1,259	\$3,423	\$3,423	\$4,698	
	TOTAL REVENUES	\$17,212	\$19,365	\$19,374	\$20,640	
EXPENSES						
1111641-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$1,455	\$1,196	\$1,196	\$1,207	8.5% of operating expenses.
	OPERATING ADMINISTRATIVE COST SUBTOTAL	\$1,455	\$1,196	\$1,196	\$1,207	
1111641-542000	FREIGHT & POSTAGE	\$0	\$200	\$60	\$100	
1111641-546101	WATER TREATMENT SERVICE	\$11,900	\$11,900	\$11,900	\$13,400	Monthly service (\$900), Annual blue dye treatment (\$1,100), annual fish stocking (\$1,500).
1111641-546101	OTHER CHARGES FOR WATER TREATMENT	\$0	\$1,500	\$1,500	\$0	
1111641-547000	PRINTING & BINDING	\$9	\$50	\$20	\$200	Annual mailout for elections/straw ballot for capital improvements exceeding 15% of operating budget.
1111641-548020	GENERAL ADVERTISEMENTS	\$424	\$424	\$0	\$500	Legal notices to residents of changes to the districts.
	OPERATING COSTS SUBTOTAL	\$12,334	\$14,074	\$13,480	\$14,200	
1111641-549002	CONTINGENCY RESERVE	\$0	\$4,095	\$0	\$5,233	10% minimum reserves required by Resolution 20-1654.
	TOTAL LAKE PATRICIA EXPENDITURES	\$13,789	\$19,365	\$14,676	\$20,640	
	NET LAKE PATRICIA	\$3,423	\$0	\$4,698	\$0	
LAKE HILDA - 1705						
	<i>Number of Units</i>				111	
	<i>Assessment Rate per Unit</i>				157.92	
	<i>Number of cycles</i>				12	
	<i>Number of summer cycles</i>				6	
REVENUES						
1111651-312415	SPECIAL ASSESMENT AT 100%	\$16,925	\$17,529	\$17,529	\$17,529	
1111651-312415	5% ADJUSTMENT FOR DISCOUNTS & DELAYED PAYMENTS	\$0	(\$876)	(\$876)	(\$876)	
1111651-361102	COUNTY & STATE INTEREST	\$18	\$0	\$11	\$0	
1111651-370016	BUDGET CARRYFORWARD	\$1,814	\$5,417	\$5,417	\$9,400	
	TOTAL REVENUES	\$18,758	\$22,070	\$22,081	\$26,053	
EXPENSES						
1111651-513012	ADMINISTRATIVE OVERHEAD EXPENSES (INDIRECT COSTS)	\$1,408	\$1,091	\$1,091	\$1,114	8.5% of operating expenses.
	OPERATING ADMINISTRATIVE COST SUBTOTAL	\$1,408	\$1,091	\$1,091	\$1,114	

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NEIGHBORHOOD SERVICE DISTRICTS
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ACCOUNT NUMBER	ACCOUNT NAME	FY2018-19 ACTUALS	FY2019-20 AMENDED BUDGET	FY2019-20 YEAR END PROJECTION	FY2020-21 NSD PROPOSED BUDGET REQUEST	BUDGET COMMENTS
NEIGHBORHOOD SERVICE DISTRICTS						
1111651-542000	FREIGHT & POSTAGE	\$0	\$100	\$70	\$100	
1111651-546101	WATER TREATMENT SERVICE	\$11,500	\$12,300	\$11,500	\$12,300	Monthly service (\$875), annual blue dye treatment (\$1,000), annual fish stocking (\$800).
1111651-546101	OTHER CHARGES FOR WATER TREATMENT	\$0	\$0	\$0	\$0	
1111651-547000	PRINTING & BINDING	\$16	\$20	\$20	\$200	Annual mailout for elections/straw ballot for capital improvements exceeding 15% of operating budget.
1111651-548020	GENERAL ADVERTISEMENTS	\$417	\$420	\$0	\$500	Legal notices to residents of changes to the districts.
	OPERATING COSTS SUBTOTAL	\$11,933	\$12,840	\$11,590	\$13,100	
1111651-549002	CONTINGENCY RESERVE	\$0	\$8,139	\$0	\$11,839	10% minimum reserves required by Resolution 20-1654.
	TOTAL LAKE HILDA EXPENDITURES	\$13,341	\$22,070	\$12,681	\$26,053	
	NET LAKE HILDA	\$5,417	\$0	\$9,400	\$0	
TOTAL NEIGHBORHOOD SERVICE DISTRICTS REVENUES:		\$ 1,778,946	\$ 1,804,826	\$ 1,805,759	\$ 1,686,017	
TOTAL NEIGHBORHOOD SERVICE DISTRICTS EXPENDITURES:		\$ 1,467,846	\$ 1,804,826	\$ 1,524,301	\$ 1,686,017	



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Budget Amendment

Date: August 18, 2020

Recommendation:

To approve the budget amendment to the FY2019-20 Impact Fee Fund and Capital Fund Budgets. The proposed amendments are described below and summarized in Exhibit A.

Background

To expedite the Breanna Vergara Courtyard project at Royal Oaks park we requested approval for a budget line item transfer per resolution from Par 3 park funds. However, this budget amendment is requesting approval to supplant these funds back to the Par 3 park budget. Please note that both the Breanna Vergara Courtyard project and Par 3 park budget are eligible for the use of Park Open Space Impact Fees.

Attachments:

Ordinance on First Reading

Exhibit A – FY2019-20 Budget Amendment

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
IMPACT FEE FUND AND CAPITAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2019-20 AMENDED BUDGET	BUDGET AMENDMENT & LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET
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IMPACT FEES FUND

PARKS OPEN SPACE

REVENUES

PARKS IMPACT FEES - OPEN SPACE	\$175,000		\$175,000
INTEREST INCOME	\$0		\$0
PARKS BUDGET CARRYFORWARD	\$1,273,193		\$1,273,193
TOTAL REVENUES	\$1,448,193	\$0	\$1,448,193

EXPENDITURES

CONTINGENCY - OPEN SPACE	\$1,173,103	(\$21,000)	\$1,152,103
TRANSFER TO CPF - PARKS (POS)	\$275,090	\$21,000	\$296,090
TOTAL EXPENDITURES	\$1,448,193	\$0	\$1,448,193
NET PARKS OPEN SPACE-IMPACT FEES FUND	\$0	\$0	\$0

PARKS IMPROVEMENTS

REVENUES

GRANT-NEAT STREET MIAMI	\$0		\$0
GRANT-NEAT STREET MIAMI	\$41,470		\$41,470
CAP PARKS BUDGET CARRYFORWARD	\$1,110,432		\$1,110,432
TRANS FR GENERAL FUND - PARKS	\$0		\$0
TRANS FR PARKS IMPACT FEE FD - IMPROV	\$0		\$0
TRANS FR PARKS IMPACT FEE FD - OPEN SPACE	\$275,090	\$21,000	\$296,090
TRANSFERS IN-BLACK OLIVE TREE PROGRAM	\$41,470		\$41,470
FLORIDA DEPT OF AGRICULTURE & CONSUMER SERVICES	\$200,000		\$200,000
TOTAL REVENUES:	\$1,668,462	\$21,000	\$1,689,462

EXPENSES

TRANSFERS OUT-GENERAL FUND	\$420,000		\$420,000
CIP RESERVE FOR PARKS	\$0		\$0
WEST LAKE NEIGHBORHOOD REFORESTATION PROGRAM	\$82,940		\$82,940
SENIOR CENTER BUILDOUT	\$0		\$0
TOTAL ADMINISTRATIVE PROJECTS:	\$502,940	\$0	\$502,940

ROP SPORTS FIELDS LED RETROFIT	\$18,300		\$18,300
TOTAL ROYAL OAKS PARK PROJECTS	\$18,300	\$0	\$18,300

TOWN OF MIAMI LAKES
FY 2019-20 BUDGET AMENDMENT
IMPACT FEE FUND AND CAPITAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME	FY2019-20 AMENDED BUDGET	BUDGET AMENDMENT & LINE ITEM TRANSFERS	FY2019-20 AMENDED BUDGET
MINI PARKS COMM CENT EAST	\$0		\$0
TOTAL PARK -EAST (YOUTH CENTER)	\$0	\$0	\$0
MINI PARKS IMPROVEMENTS-PLAYGROUND RENOVATION	\$0		\$0
TOTAL PARK -WEST (MARY COLLINS)	\$0	\$0	\$0
MLOP STORAGE FACILITY	\$188,000		\$188,000
MLOP MASTER PLAN	\$516,860		\$516,860
MLOP WORKS OF ART/COLLECTIONS	\$12,085		\$12,085
TOTAL MIAMI LAKES OPTIMIST PARK	\$716,945	\$0	\$716,945
MACHINERY & EQUIPMENT-MINI PARKS IMPRO.	\$5,187		\$5,187
TOTAL MINI PARKS	\$5,187	\$0	\$5,187
BRIDGE PARK (154TH BRIDGE)	\$200,000		\$200,000
170TH STREET GREENWAY TRAIL	\$60,000		\$60,000
PAR 3 PARK	\$129,000	\$21,000	\$150,000
PASSIVE PARK DEVELOPMENT	\$36,090		\$36,090
MADDEN'S HAMMOCK PARK/PROFESSIONAL SERVICES	\$0		\$0
TOTAL PASSIVE PARK DEVELOPMENT	\$425,090	\$21,000	\$446,090
TOTAL PARKS IMPROVEMENTS EXPENDITURES	\$1,668,462	\$21,000	\$1,689,462
NET PARKS IMPROVEMENT	\$0	\$0	\$0

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE BUDGET APPROVED BY ORDINANCE NO. 19-251 AND AMENDED BY ORDINANCE 20 – 258; AMENDING THE TOWN’S FISCAL YEAR 2019-2020 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 8.7 of the Town of Miami Lakes (the “Town”) Charter, the Town Council adopted Fiscal Year 2019-2020 Budget (the “Budget”) by Ordinance 19-251; and

WHEREAS, on April 21, 2020 the Town modified its budget through Ordinance 20-258; and

WHEREAS, based upon the review, analysis, and the recommendation of the Town Manager, the Town Council has determined that it is necessary to amend the Budget to provide for carryover of funds as set forth in Exhibit “A,” attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Budget Amendment. The Fiscal Year 2019-2020 Budget adopted in Ordinance No. 19-251, as amended by Ordinance No. 20-258, is amended as set forth in the documents entitled “Town of Miami Lakes FY 2019-2020 Adopted Budget” attached hereto as Exhibit “A.” The Town Council hereby modifies the Budget to provide for the inclusion of additional carryover

funds, line item adjustments, and 2018-2019 project related expense carryover. All other terms and conditions of Ordinance No. 19-251, as amended by Ordinance No. 20-258 not otherwise amended by this Ordinance remain in full force and effect.

Section 3. Authorization of Town Manager. The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this Ordinance.

Section 4. Authorization of Fund Expenditures. The Town Manager or his/her designee is authorized to expend or contract for expenditures such funds as are necessary for the operation of the Town government in accordance with the Budget and the terms and conditions of this Ordinance.

Section 5. Conflicts. All sections or parts of sections of the Town Code that conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Severability. The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause, provision or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7. Effective date. This Ordinance shall be effective upon adoption on second reading.

FIRST READING

The foregoing ordinance was moved by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on first reading this 18th day of August 2020.

THIS SPACE INTENTIONALLY LEFT BLANK

SECOND READING

The foregoing ordinance was moved by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this ____ day of _____, 2020

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers
From: Edward Pidermann, Town Manager
Subject: PHSP2019-0670 Automall Site Plan approval
Date: August 18, 2020

Background

In accordance with Section 13-304(h) of the Town of Miami Lakes Land Development Code (LDC), MIAMI LAKES CENTER LLC (the “Applicant”) is requesting Site plan and conditional use approval for new construction of a five-story a parking garage with accessory parking and sales vehicle storage.

The site is a 10.71-acre lot located east of NW 59th Avenue, between NW 163rd Street and NW 165th Terrace. It contains an existing 152,526 square foot office building, situated at the northern portion of the property, with the remainder dedicated to surface parking. The Applicant’s site plan proposes a five-story parking structure to provide required accessory parking to the uses at the existing office building, as well a vehicle storage for nearby existing automobile sales businesses fronting the Palmetto expressway. The structure provides 219 parking spaces for tenant parking, and 1,254 spaces for vehicle storage. As part of this application, a conditional use for the accessory parking is requested.

The property is currently zoned IU-C, Industrial Use Conditional, and the Future Land Use designation is Industrial and Office.

The property is currently zoned IU-C, Industrial Use Conditional, and the Future Land Use designation is Industrial and Office.

Recommendation:

It is recommended that the Town Council approve the application for Site Plan, subject to the following conditions:

1. The project shall be developed in substantial compliance with the approved Site Plan.

2. Prior to the issuance of a building permit authorizing any construction, all required impact fees, including Mobility Fees, must be paid in full.
3. Prior to permitting, all civil engineering plans must be finalized and in substantial compliance with the Site Plan, including any additional modifications as required by the Public Works director.
4. The proposed sidewalks shall be increased to six feet in width.
5. The Applicant will work with staff to ensure that the final design and location of all sidewalks respect any existing specimen street trees, including, where necessary the use of flexible pavement materials and limited encroachments of portions of the sidewalk into private property.
6. All planting materials, but particularly those designed to screen the garage from public rights-of-way, shall be carefully maintained and replaced as needed to continue to serve their function.
7. Prior to permitting, the project shall secure all approvals for water and sewer and shall receive approval from the Miami-Dade Fire Rescue Department.
8. The Applicant shall obtain a Certificate of Use (CU), upon compliance with all the terms and conditions of this approval, the same subject to cancellation by the Town upon violation of any of the conditions. Business tax receipt shall be obtained if applicable.
9. The Applicant shall obtain all required building permits, within one (1) year of the date of this approval. If all required building permits are not obtained or an extension granted not within the prescribed time limit, this approval shall become null and void.
10. Compliance with all other applicable laws not specifically identified herein.
11. All fees associated with this request that are owed to the Town be paid in full prior to issuance of development order.

Attachments:

Resolution

Exhibit A – Survey

Exhibit B – Plans and renderings

Staff Report

RESOLUTION NO. 20-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PURSUANT TO SUBSECTION 13-305(f)(1) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE; PERTAINING TO A REQUEST IN ACCORDANCE WITH SECTION 13-304(h) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR SITE PLAN APPROVAL AND A REQUEST IN ACCORDANCE WITH SECTION 13-303 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A CONDITIONAL USE; ALL BEING SUBMITTED FOR THE PROPERTY LOCATED AT 5875 NW 163 ST, AS PROVIDED AT EXHIBIT “A”, MIAMI LAKES, FLORIDA, FOLIO NO. 32-2013-015-0030, AS DESCRIBED AT EXHIBIT “B”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Subsection 13-304 of the Town of Miami Lakes ("Town") Land Development Code ("LDC"), MIAMI LAKES CENTER LLC, (the "Applicant") applied to the Town for approval of a Site Plan, entitled “Miami Lakes Automall Parking Garage,” dated stamped received June 18, 2020, consisting of 31 sheets, as prepared by Stiles Architectural Group. A copy of the Site Plan (the “Site Plan”) being attached hereto as Exhibit "A", for property located at 5875 NW 163 Street, bearing Miami-Dade Tax Folio No. 32-2013-015-0030, and legally described on the survey as provided in Exhibit "B" (“Property”), and containing approximately 10. 71 acres of land; and

WHEREAS, pursuant to Section 13-303 of the Town’s LDC, the Applicant is requesting a conditional use to allow the use of the project as an accessory parking area; and

WHEREAS, in accordance with Section 13-309 of the Town LDC, proper notice was mailed to the appropriate property owners of record, notice was posted at the property, and duly advertised in the newspaper; for a quasi-judicial public hearing on Site Plan and Conditional Use as noticed for Tuesday, August 18, at 6:30 P.M. at Town Hall, 6601 Main Street, Miami Lakes, Florida; and all interested parties had the opportunity to address their comments to the Town Council; and

WHEREAS, Town staff has reviewed the application and recommends approval with a modification, subject to conditions, of the request for a Conditional Use and Site Plan Approval, as set forth in the Town of Miami Lakes Staff Analysis and Recommendation, a copy of which is on file in the Town of Miami Lakes Clerk's Office and incorporated into this Resolution by reference; and

WHEREAS, the Town Council now desires to approve the Applicant's Conditional Use and Site Plan requests.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Findings. In accordance with Section 13-303, the Town Council finds that the Applicant, subject to the conditions in Section 5 below, meets the criteria for a conditional use approval which are as follows:

1. Land Use Compatibility; and
2. Sufficient Site Size, Site Specifications, and Infrastructure to Accommodate the Proposed Use; and
3. Compliance with the Comprehensive Plan and Land Development Code; and
4. Proper Use of Techniques; and
5. Hazardous Waste.

In accordance with Section 13-304, the Town Council finds that the Applicant, subject to the conditions in Section 5 below, meets the criteria for a site plan approval, which are as follows:

1. In what respects the plan is or is not consistent with the Comprehensive Plan, the purpose and intent of the zoning district in which it is located and any design or planning studies adopted by the Town Council that include recommendations applicable to the design of the site under review.

2. In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.

3. In what respects the plan is or is not in conformance with the Town requirements including the design and construction of streets, utility facilities and other essential services.

4. In what respects the plan is or is not consistent with good design standards in respect to all external relationships including but not limited to:

a. Relationship to adjoining properties, including the arrangement of buildings and landscape to produce spatial relationships that are compatible with, and complementary to, the development and zoning in adjoining areas.

b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed to minimize impacts on residential development.

c. Disposition of open space, use of screening or buffering where appropriate to provide a logical transition to existing, permitted or planned uses on adjoining properties.

d. Landscaping that enhances architectural features, strengthens vista and important axes, provides shade, blocks noise generated by major roadways and intense-use areas and, to the maximum extent practicable, preserves existing trees on-site.

e. Appropriate scale of proposed structures to be compatible with and complementary to existing, permitted or planned uses on adjoining properties and in the immediate area.

f. All outdoor lighting, signs or permanent outdoor advertising or identification features

shall be designed as an integral part of and be harmonious with building design and the surrounding landscape.

g. Service areas which may be provided shall be screened and so located as not to be visible from the public right-of-way and other properties.

h. Design of the site shall ensure adequate access for emergency vehicles and personnel.

i. Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.

5. In what respects the plan is or is not in conformance with the Town policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

Section 3. Approval of Conditional Use. The Conditional Use request to permit an accessory parking garage in the IU-C (Industrial Use - Conditional) Zoning District is hereby approved with conditions as set out in Section 5.

Section 4. Approval of Site Plan. Pursuant to Section 13-304(h), the proposed Site Plan entitled entitled "Miami Lakes Automall Parking Garage," dated stamped received June 18, 2020, consisting of 31 sheets, as prepared by Stiles Architectural Group. A copy of the Site Plan (the "Site Plan") being attached hereto as Exhibit "A", is hereby Approved with the following conditions:

1. The project shall be developed in substantial compliance with the approved Site Plan.
2. Prior to the issuance of a building permit authorizing any construction, all required impact fees, including Mobility Fees, must be paid in full.
3. Prior to permitting, all civil engineering plans must be finalized and in substantial compliance with the Site Plan, including any additional modifications as required by the Public Works director.
4. The proposed sidewalks shall be increased to six feet in width.
5. The Applicant will work with staff to ensure that the final design and location of all sidewalks respects any existing specimen street trees, including, where necessary the use of flexible pavement materials and limited encroachments of a portion of the sidewalk into private property.

6. All planting materials, but particularly those designed to screen the garage from public rights-of-way, shall be carefully maintained, and replaced as needed, in order to continue to serve their function.
7. Prior to permitting, the project shall secure all approvals for water and sewer and shall receive approval from the Miami-Dade Fire Rescue Department.
8. The Applicant shall obtain a Certificate of Use (CU), upon compliance with all the terms and conditions of this approval, the same subject to cancellation by the Town upon violation of any of the conditions. Business tax receipt shall be obtained if applicable.
9. The Applicant shall obtain all required building permits, within one (1) year of the date of this approval. If all required building permits are not obtained or an extension granted not within the prescribed time limit, this approval shall become null and void.
10. Compliance with all other applicable laws not specifically identified herein.
11. All fees associated with this request that are owed to the Town be paid in full prior to issuance of development order.

Section 5. Violation of Conditions. Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Town LDC and persons found violating the conditions shall be subject to the penalties prescribed by the Town LDC, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town LDC before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town LDC.

Section 6. Appeal. In accordance with Section 13-310 of the Town LDC, the Applicant, or any affected party may seek review of development orders of the Town Council by the filing of an appeal or writ of certiorari in the appropriate court as prescribed in the Florida Rules of Appellate Procedure.

Section 7. Final Order.

This is a Final Order.

Section 8. Effective Date. This Resolution shall become effective immediately upon adoption hereof.

PASSED AND ADOPTED this ____ day of _____ 2020.

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

FINAL VOTE AT ADOPTION

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Approved as to Form and Legal Sufficiency

Gina Inguanzo
TOWN CLERK

Raul Gastesi, Jr., Esq.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____, 2020.

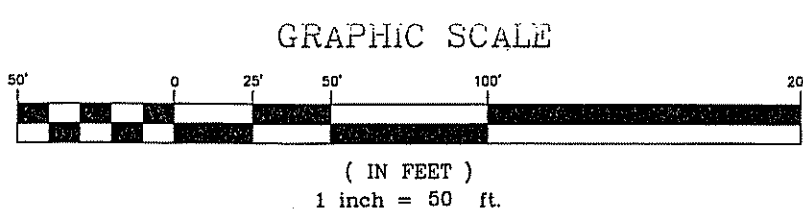
Gina Inguanzo
Town Clerk

EXHIBIT A
SITE PLAN

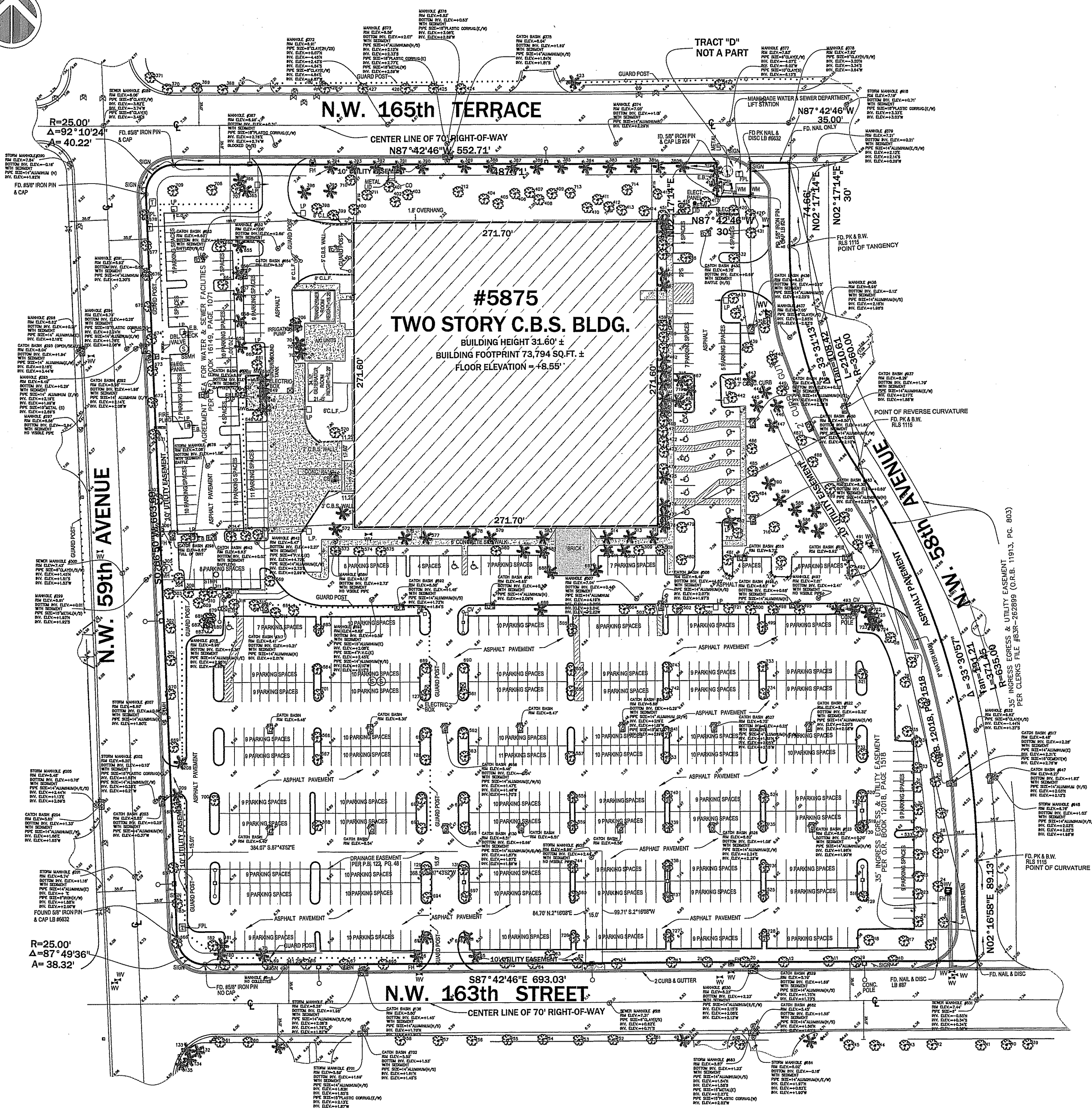
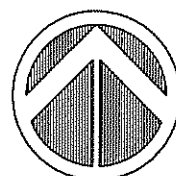
EXHIBIT B

SURVEY

EXHIBIT C
RENDERING



ALTA / NSPS LAND TITLE SURVEY

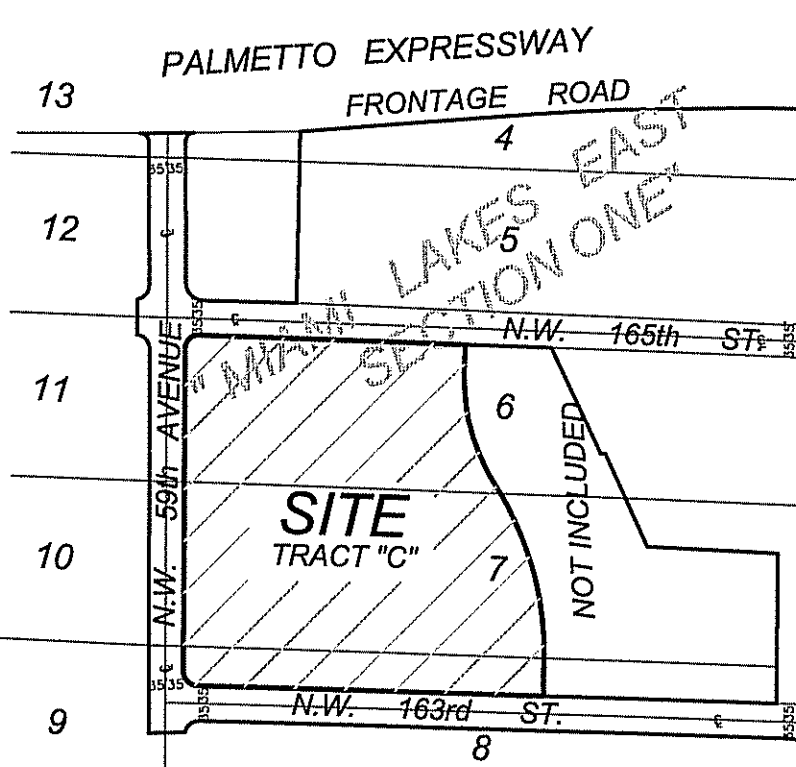


LEGEND

- ASPHALT PAVEMENT
- EXISTING BUILDING
- CONC. SIDEWALK
- CHAIN LINK FENCE
- METAL FENCE
- WATER VALVE
- CATCH BASIN
- SEWER MANHOLE
- STORM MANHOLE
- FIRE HYDRANT
- SINGLE CONCRETE LIGHT POLE
- DOUBLE CONCRETE LIGHT POLE
- METAL LIGHT POLE
- SGN
- MONITORING WELL
- IRRIGATION CONTROL VALVE
- ELECTRIC BOX

ABBREVIATIONS

- U.E. = UTILITY EASEMENT
- R = RADIUS
- P.B. = PLAT BOOK
- PG. = PAGE
- R/W = RIGHT-OF-WAY
- UTIL. = UTILITY
- WD. = WOOD
- P.O.B. = POINT OF BEGINNING
- F.F.E. = FINISH FLOOR ELEVATION
- ELECT. = ELECTRIC
- M.H. = MANHOLE
- C. = CENTERLINE
- C.L.F. = CHAIN LINK FENCE
- CLR. = CLEAR
- H/C = HANDICAP
- (R) = RECORD
- (M) = MEASURED
- P.K. = PARKER KALON
- BLDG. = BUILDING
- CONC. = CONCRETE
- C.B.S. = CONCRETE BLOCK STRUCTURE
- C.B. = CATCH BASIN
- F.P.L. = FLORIDA POWER & LIGHT
- SW. = SQUARE
- WV = WATER VALVE



LOCATION SKETCH

TREE TABULATION:

TREE ID #	TYPE	DIAMETER (IN.) @ 4.5'	HEIGHT (OAH)	SPREAD (FT)	TREE ID #	TYPE	DIAMETER (IN.) @ 4.5'	HEIGHT (OAH)	SPREAD (FT)
1	MAHOGANY	3	20	15	101	MAHOGANY	3	20	15
2	MAHOGANY	3	20	15	102	MAHOGANY	3	20	15
3	MAHOGANY	3	20	15	103	MAHOGANY	3	20	15
4	MAHOGANY	3	20	15	104	MAHOGANY	3	20	15
5	MAHOGANY	3	20	15	105	MAHOGANY	3	20	15
6	MAHOGANY	3	20	15	106	MAHOGANY	3	20	15
7	MAHOGANY	3	20	15	107	MAHOGANY	3	20	15
8	MAHOGANY	3	20	15	108	MAHOGANY	3	20	15
9	MAHOGANY	3	20	15	109	MAHOGANY	3	20	15
10	MAHOGANY	3	20	15	110	MAHOGANY	3	20	15
11	MAHOGANY	3	20	15	111	MAHOGANY	3	20	15
12	MAHOGANY	3	20	15	112	MAHOGANY	3	20	15
13	MAHOGANY	3	20	15	113	MAHOGANY	3	20	15
14	MAHOGANY	3	20	15	114	MAHOGANY	3	20	15
15	MAHOGANY	3	20	15	115	MAHOGANY	3	20	15
16	MAHOGANY	3	20	15	116	MAHOGANY	3	20	15
17	MAHOGANY	3	20	15	117	MAHOGANY	3	20	15
18	MAHOGANY	3	20	15	118	MAHOGANY	3	20	15
19	MAHOGANY	3	20	15	119	MAHOGANY	3	20	15
20	MAHOGANY	3	20	15	120	MAHOGANY	3	20	15
21	MAHOGANY	3	20	15	121	MAHOGANY	3	20	15
22	MAHOGANY	3	20	15	122	MAHOGANY	3	20	15
23	MAHOGANY	3	20	15	123	MAHOGANY	3	20	15
24	MAHOGANY	3	20	15	124	MAHOGANY	3	20	15
25	MAHOGANY	3	20	15	125	MAHOGANY	3	20	15
26	MAHOGANY	3	20	15	126	MAHOGANY	3	20	15
27	MAHOGANY	3	20	15	127	MAHOGANY	3	20	15
28	MAHOGANY	3	20	15	128	MAHOGANY	3	20	15
29	MAHOGANY	3	20	15	129	MAHOGANY	3	20	15
30	MAHOGANY	3	20	15	130	MAHOGANY	3	20	15
31	MAHOGANY	3	20	15	131	MAHOGANY	3	20	15
32	MAHOGANY	3	20	15	132	MAHOGANY	3	20	15
33	MAHOGANY	3	20	15	133	MAHOGANY	3	20	15
34	MAHOGANY	3	20	15	134	MAHOGANY	3	20	15
35	MAHOGANY	3	20	15	135	MAHOGANY	3	20	15
36	MAHOGANY	3	20	15	136	MAHOGANY	3	20	15
37	MAHOGANY	3	20	15	137	MAHOGANY	3	20	15
38	MAHOGANY	3	20	15	138	MAHOGANY	3	20	15
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PROPERTY ADDRESS:

Property Address: 5875 N.W. 163rd St., Miami Lakes, Florida.
Tax Folio # 32-2013-015-0030

LEGAL DESCRIPTION:

Tract 'C' of 'MIAMI LAKES EAST SECTION' (NE), according to the plat thereof as recorded in Plat Book 122, at Page 48, of the Public Records of Miami-Dade County, Florida.

TITLE REVIEW NOTES: SCHEDULE B - SECTION I

TITLE COMMITMENT PROVIDED BY:
CHICAGO TITLE INSURANCE COMPANY
Commitment No.: 4700639, effective date: February 5, 2014 @ 11:00 PM
Items 1 through 4: General & Special Exceptions

5- Road Reservation in favor of the Trustee of the Internal Improvement Fund recorded in Deed Book 2122, Page 163. (Does affect Subject Property - Not a Plotted Survey Item)

6- Miami-Dade County Ordinance No. 8114 establishing the Miami Lakes Parks and Street Lighting Improvement District recorded in Official Records Book 11052, Page 70 and Resolution R-3-04 adopting preliminary assessment roll recorded in Official Records Book 12047, Page 626. (Does affect Subject Property - Not a Plotted Survey Item)

7- Agreement for Construction and Provisions of Water Services by and between Miami-Dade Water and Sewer Authority and Joe Daniel, Inc. recorded in Official Records Book 11387, Page 1386. (Does affect Subject Property - Not a Plotted Survey Item)

8- Agreement for Construction of Sewerage Facilities and Disposal of Sanitary Sewage by and between Miami-Dade Water and Sewer Authority and Joe Daniel, Inc. recorded in Official Records Book 11387, Page 1413. (Does affect Subject Property - Not a Plotted Survey Item)

9- Dedications, restrictions, and easements as shown in Plat of Miami Lakes East Section One recorded in Plat Book 122, Page 48. (Does affect Subject Property - Record Plat)

10- Right of Way and Public Utility Easements recorded in Official Records Book 11913, Page 603. (Does affect Subject Property - Platted on Survey)

11- Grant of Easement to Miami-Dade Water and Sewer Authority recorded in Official Records Book 12018, Page 1516. (Does affect Subject Property - Platted on Survey)

12- Agreement for Water and Sanitary Sewerage Facilities recorded in Official Records Book 16149, Page 1071. (Does affect Subject Property - Platted on Survey)

13- Unity of Title recorded in Official Records Book 16216, Page 681. (Does affect Subject Property - Not a Plotted Survey Item)

14- Town of Miami Lakes Planning and Zoning Board Order recorded in Official Records Book 27741, Page 1022. (Does affect Subject Property - Not a Plotted Survey Item)

15- Terms, conditions, restrictions of the Town of Miami Lakes Planning and Zoning Board F2B No. 2011-39, recorded June 30, 2011, in Official Records Book 27741, Page 1022. (Does affect Subject Property - Not a Plotted Survey Item)

16- Interest of Advanced Data Processing, as tenant under that unrecorded Lease Agreement dated July 6, 2011, as disclosed in that Subordination, Non-Disturbance and Assignment Agreement recorded December 29, 2011, in Official Records Book 27945, Page 1048. (Does affect Subject Property - Not a Plotted Survey Item)

17- Interest of Dade Medical College, as tenant under that unrecorded Lease Agreement dated March 1, 2011, as disclosed by that Broker's Commission Lien Notice Under Florida Commercial Real Estate Leasing Commission Lien Act by CBRE, Inc. recorded June 29, 2012, in Official Records Book 28170, Page 1617. (Does affect Subject Property - Not a Plotted Survey Item)

All of the above noted documents recorded in the Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:

- The Legal Description to the Property was obtained from CHICAGO TITLE INSURANCE COMPANY.
- This Certification is only for the land as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances/OPINION OF TITLE.
- An examination of Commitment issued by CHICAGO TITLE INSURANCE COMPANY Commitment No.: 4700639, effective date: February 5, 2014 @ 11:00 PM, was made to determine recorded instruments, if any affecting this property; however, there may be additional restrictions not shown on this survey that may be found in the Public Records of this County.
- Accuracy: The expected use of the land, as classified in the Minimum Technical Standards (5J-17 PAC), is 'Residential High Risk'. The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
- Foundations and/or footings beyond the boundary lines of the parcel herein described are not shown hereon.
- Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to surveys or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- Contact the appropriate authority prior to any design work on the herein-described parcel for Building and Zoning information.
- Underground utilities are not depicted hereon. Contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
- The Surveyor does not determine fence and/or wall ownership.
- Ownership subjects to OPINION OF TITLE.
- Type of Survey: ALTA / NSPS LAND TITLE SURVEY.
- The North arrow and bearings shown hereon are based on an assumed bearing of 5.00° 06' 50" W. along the East Right-of-Way line of N.W. 159th Avenue, and all other bearings are relative thereto.
- Elevations shown hereon are relative to National Geodetic Vertical Datum (1929 Mean Sea Level).
- Benchmark Used: Miami-Dade County Benchmark #N-452-R. Elevation = +8.49'.
- Flood Zone Data: Community Panel #066601161. Dated: 09/11/2009 Flood Zone: 'A'.
- Base Flood Elevation = +6.0'.
- Present Zoning: IUC.
- All visible surface evidence of improvements and utilities are shown hereon.
- Area of Site: 466,527 square feet (1.71 +/- Acres).
- Building setbacks requirements (per plat of I.L.C. District):
Front: 15% of lesser dimension of lot or 50 feet maximum
Rear: 5 feet from an industrial district
Side Street: 25 feet
Interior Side: 10 feet
- Total Number of Parking Spaces: 61 Standard Spaces
15 and/or Spaces
62 Special Spaces

2) THE SURVEY HAS BEEN PREPARED FOR EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

SURVEYOR'S CERTIFICATE:

THIS SURVEY CERTIFIED TO:

- MIAMI LAKES CENTER, LLC, a Florida limited liability company, as to an undivided 99% interest
- MIAMI LAKES AM, LLC, a Florida limited liability company, as to an undivided 1% interest
- ALLY BANK (ALLY CAPITAL in Hawaii, Mississippi, Montana and New Jersey), a Utah corporation, its successors and/or assigns, as their interest may appear
- GREENSPOON MARDER, P.A.
- CHICAGO TITLE INSURANCE COMPANY

This is to certify that this map or plat of the survey on which it is based was made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA / NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1 thru 4, 7a, 7b, 7c, 8, 9, 13, 14, 15, 17, and 20 of Table A thereof. I further certify that this Survey meets the standards of the required Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey by other than the signing party are prohibited without written consent of the signing party.

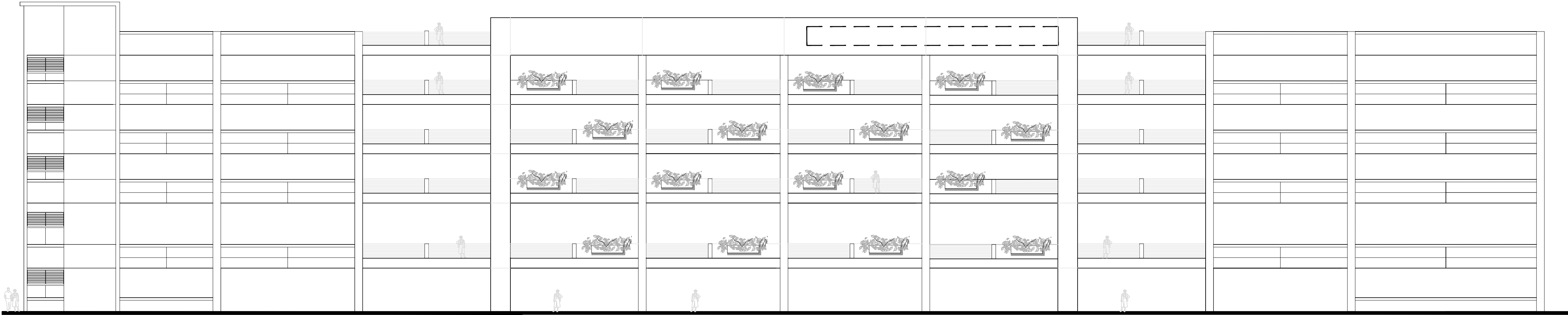
For the Firm Royal Point Land Surveys, Inc. LB# 7282
JACOB GOMIS, PROFESSIONAL SURVEYOR AND MAPPER, L#6231 STATE OF FLORIDA
PABLO J. ALFONSO, PROFESSIONAL SURVEYOR AND MAPPER, L#5890 STATE OF FLORIDA

NO.	DATE	DESCRIPTION
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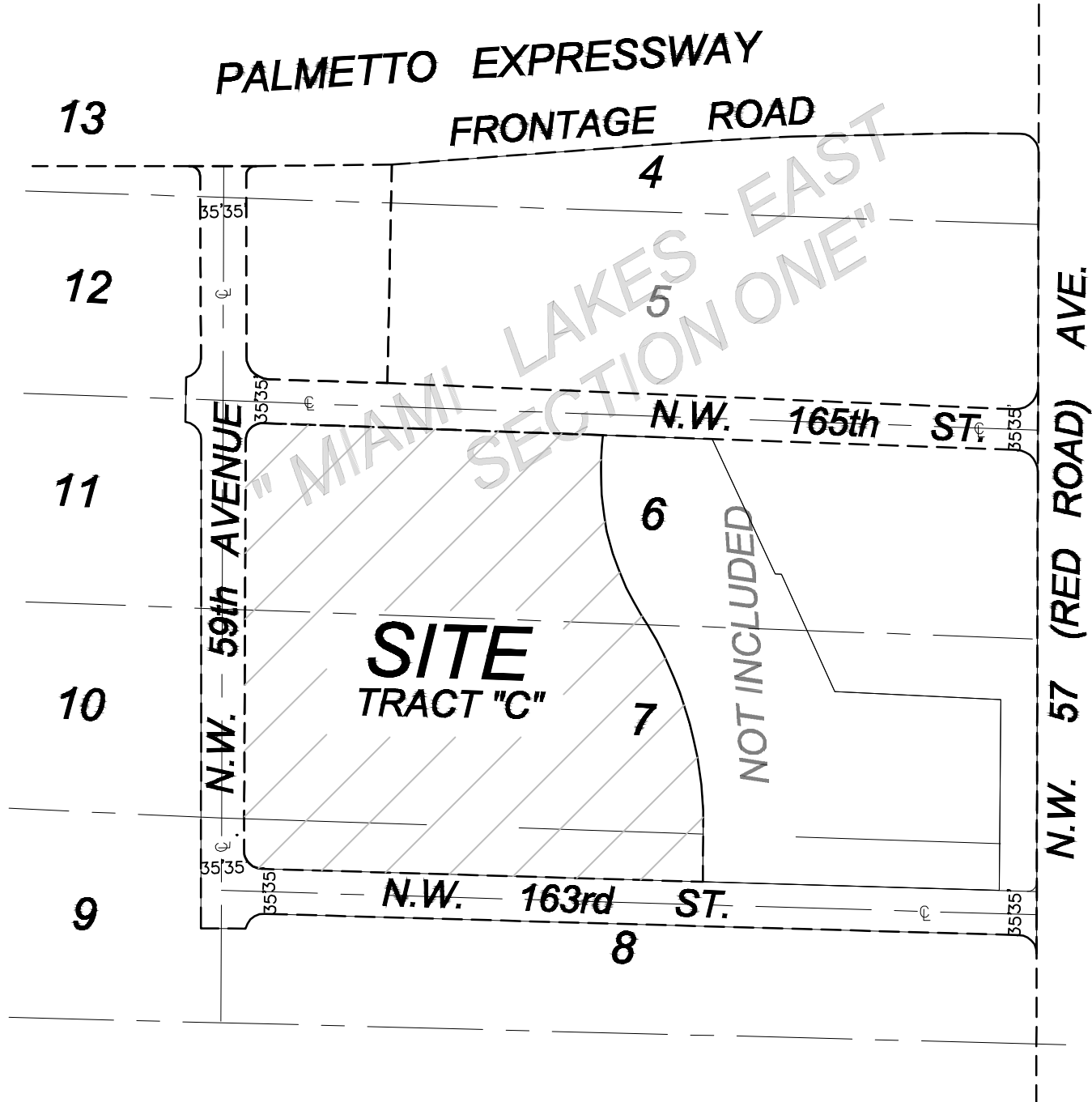
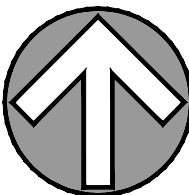
A PROPOSED PARKING GARAGE SITE APPROVAL PACKAGE:

MIAMI LAKES AUTO MALL

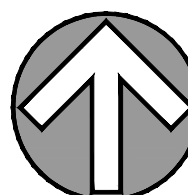
5875 NW 163rd Street,
Miami Lakes, FL, 33014



AERIAL MAP



LOCATION MAP



NTS

TOWN USE ONLY

LEGAL DESCRIPTION

FOLIO # 32-2013-015-0030

LEGAL DESCRIPTION

TRACT "C" OF "MIAMI LAKES EAST SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, AT PAGE 48, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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●	A-2.0 GROUND FLOOR PLAN
●	A-2.1 2ND-6TH FLOOR PLANS
●	A-3.0 ELEVATIONS
●	A-3.1 ELEVATIONS
●	A-3.2 COLORED ELEVATIONS
●	A-7.1 SITE DETAILS
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●	E1-1 SITE PHOTOMETRIC PLAN
CIVIL	
●	C-01 COVER SHEET
●	C-02 GENERAL NOTES
●	C-03 DEMOLITION PLAN
●	C-04 EROSION CONTROL PLAN
●	C-05 SITE DETAILS
●	C-06 PAVING, GRADING, & DRAINAGE
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●	C-07A CROSS SECTIONS
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●	C-10 CIRCULATION PLAN
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●	L-01B TREE DISPOSITION PLAN
●	L-02 DISPOSITION CHARTS & EXIST
●	L-02A DISPOSITION CHARTS & EXIST
●	L-03A LANDSCAPE PLAN
●	L-03B LANDSCAPE PLAN
●	L-04 LANDSCAPE DETAILS, SCHED.
●	L-05 LANDSCAPE GENERAL NOTES
●	1 OF 1 SURVEY

CONSULTANTS

OWNER:

ALI AHMED
MIAMI LAKES AM, LLC
16600 NW 57TH AVE
MIAMI LAKES, FL 33014

SURVEYOR:

ROYAL POINT LAND SURVEYORS, INC.
6175 NE 153 STREET, SUITE 321
MIAMI LAKES, FL 33014
MAIN: 305-822-6062
FAX: 305-827-9669

ARCHITECT:

STILES ARCHITECTURAL GROUP
301 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FL 33301
MAIN: 954-627-9180
FAX: 954-627-9189

CIVIL ENGINEER/
LANDSCAPE ARCHITECT:

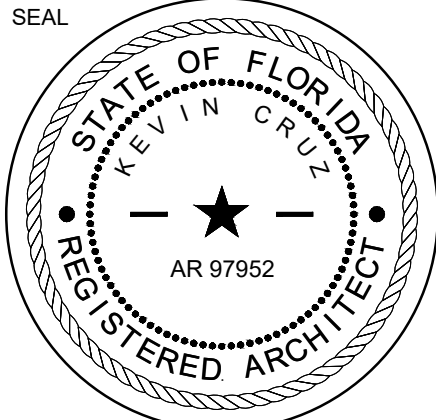
THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
MAIN: 954-202-7000

MEP CONSULTANT:

KAMM CONSULTING
1407 WEST NEWPORT CENTER DRIVE
DEERFIELD BEACH, FL 33442
MAIN: (954) 949-2200
FAX: (954) 949-2201

REVISIONS :

SEAL



CONSULTANT

KEVIN CRUZ
Fl Reg # 97952
6/18/2020

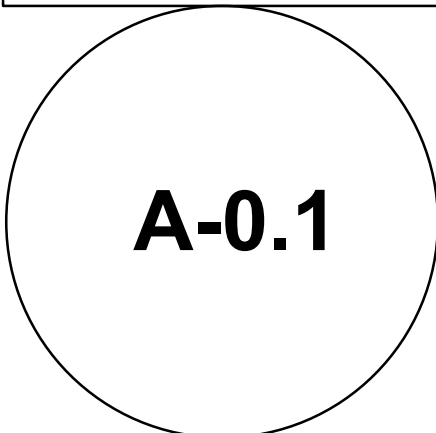
STILES
ARCHITECTURAL GROUP
301 East Las Olas Blvd
Fort Lauderdale, Florida.
954 - 627- 9180 33301
FL. REG # AA-26001798



MIAMI LAKES
AUTO MALL PARKING GARAGE

5875 NW 163rd STREET
MIAMI LAKES, FLORIDA, 33014

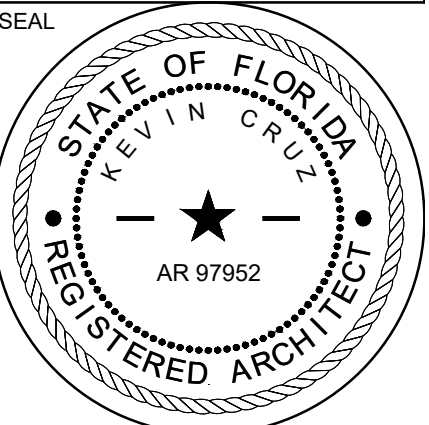
COVER SHEET



PROJECT NO.
74064
DRAWN BY :
K.W.
CHECKED BY :
A.E.
DATE :
03/05/2020

PROGRESS SET
NOT FOR CONSTRUCTION
DATED: 6/18/2020

REVISIONS :
BD COMMENTS 06-05-2020



CONSULTANT
KEVIN CRUZ
 Fl Reg # 97952
 6/18/2020

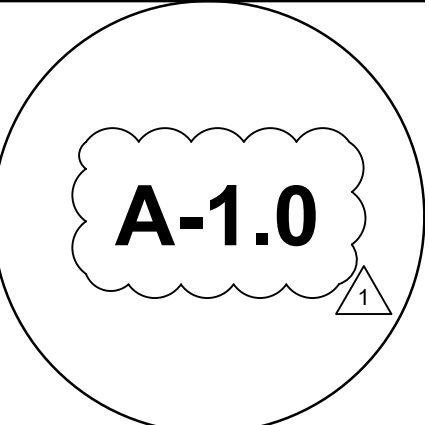
STILES
 ARCHITECTURAL GROUP
 301 East Las Olas Blvd
 Fort Lauderdale, Florida.
 954 - 627- 9180 33301
 FL. REG # AA-26001798



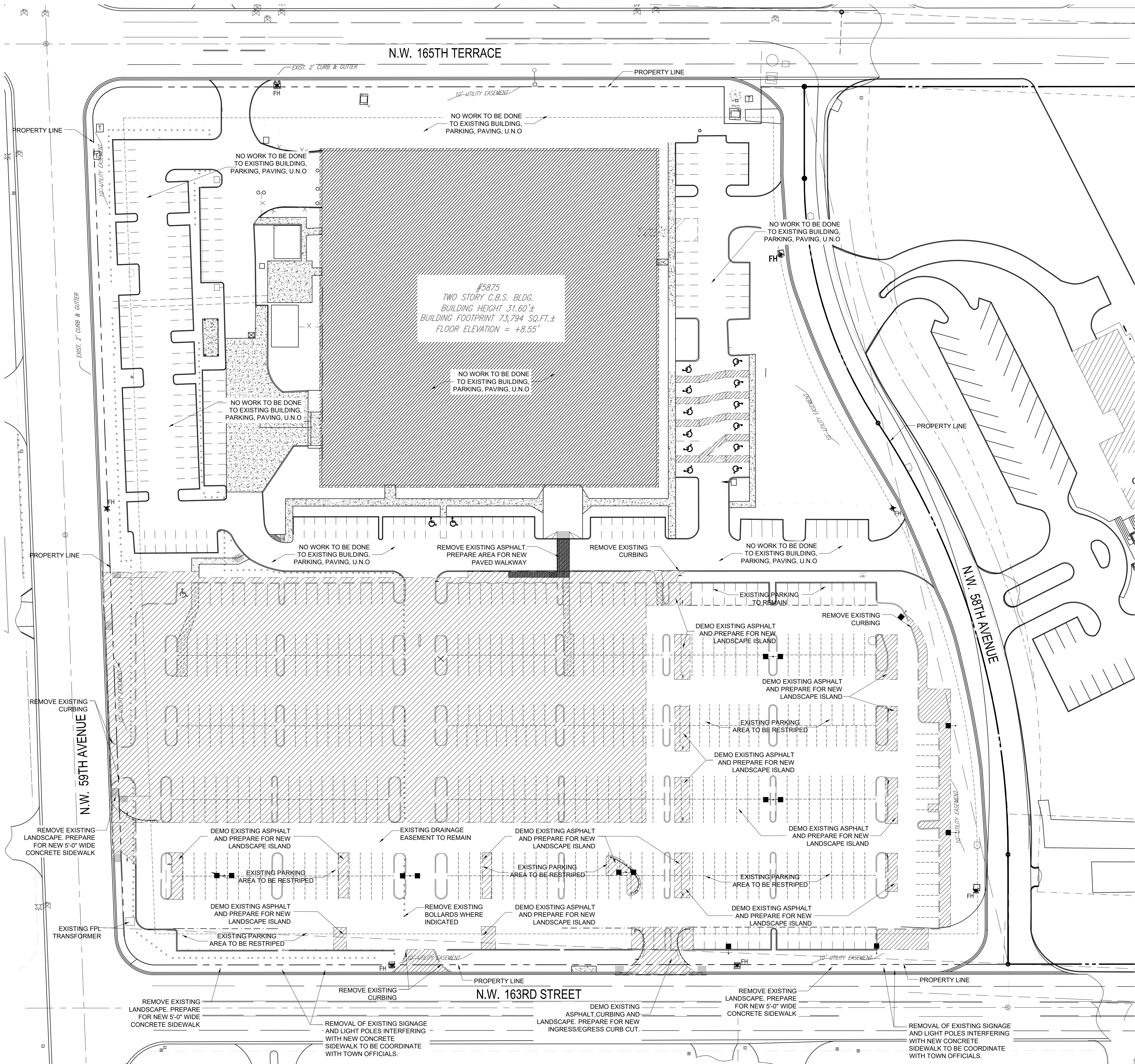
MIAMI LAKES
AUTO MALL PARKING GARAGE

5875 NW 163rd STREET
 MIAMI LAKES, FLORIDA, 33014

DEMOLITION
 SITE PLAN



PROJECT NO. 74084	NOT FOR CONSTRUCTION
DRAWN BY : K.W.	DATED: 6/18/2020
CHECKED BY : A.E.	
DATE : 03/05/2020	

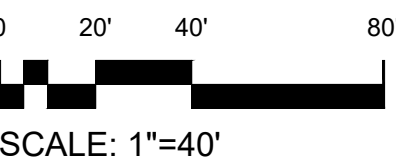


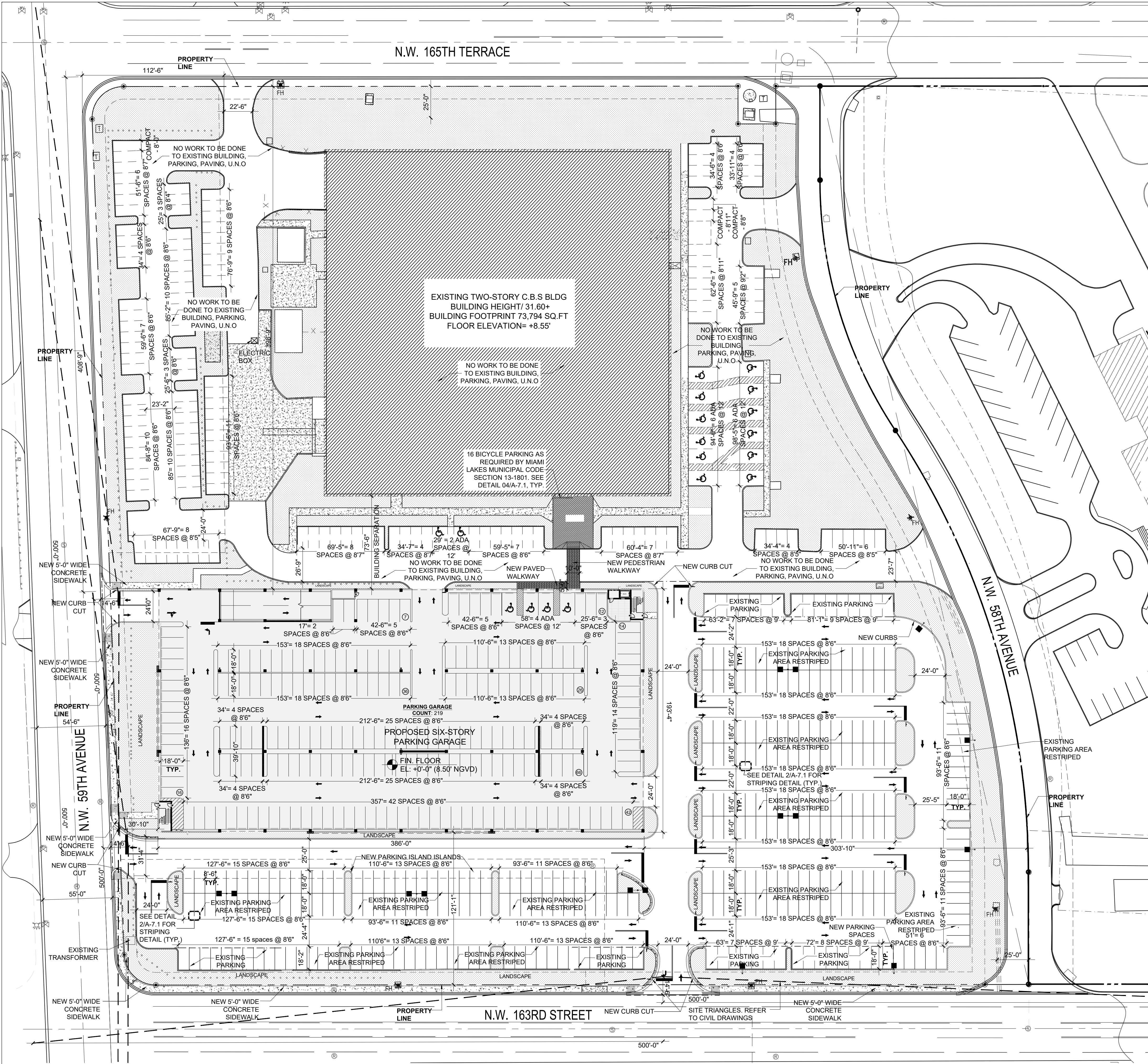
LEGEND:

DASHED AND HATCHED ELEMENTS INDICATE SITE ELEMENTS TO BE DEMOLISHED AND REMOVED

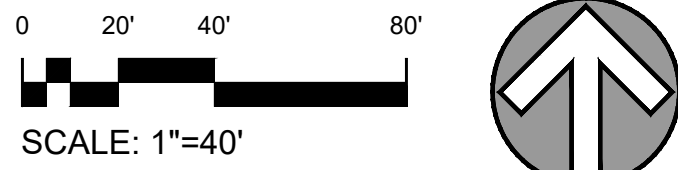
REMOVE ALL EXISTING INTERIOR FENCING, BOLLARDS, CONCRETE CURBING, ASPHALT, LANDSCAPE, SITE LIGHTING WHERE INDICATED. CONSULT WITH CIVIL REGARDING DEMOLITION AND RELOCATION OF UTILITY LINES.

TOTAL EXISTING PARKING SPACES : 736





SITE PLAN



ZONING LEGEND

- JURISDICTION: CITY OF MIAMI LAKES, FLORIDA
ADDRESS: 5875 NW 163rd STREET, MIAMI LAKES, FL, 33014
- ZONING DESIGNATION: IU-C (INDUSTRIAL DISTRICT-CONDITIONAL)
- OCCUPANCY: EXISTING GROUP B (BUSINESS) - OFFICES
PROPOSED GROUP S-2 (STORAGE) - OPEN PARKING GARAGE
- SITE AREA:
GROSS SITE (PER SURVEY) 466,527 SQ. FT* (10.71 ACRES) PER SURVEY
*NOTE: ALL SITE CALCULATIONS ARE BASED ON SURVEY
- TYPE OF CONSTRUCTION: PROPOSED TYPE II-B (NOT SPRINKLERED)
- BUILDING AREA:
1st FLOOR 74,627 SQ. FT (GROUP S-2) TENANT PARKING
2nd FLOOR 74,627 SQ. FT (GROUP S-2) INVENTORY PARKING
3rd FLOOR 74,627 SQ. FT (GROUP S-2) INVENTORY PARKING
4th FLOOR 74,627 SQ. FT (GROUP S-2) INVENTORY PARKING
5th FLOOR 74,627 SQ. FT (GROUP S-2) INVENTORY PARKING
6th FLOOR 74,627 SQ. FT (GROUP S-2) INVENTORY PARKING
TOTAL 447,762 SQ.FT.
- BUILDING HEIGHT:
ALLOWED 70'-0" (WIDTH OF WIDEST ABUTTING ROAD)
PROVIDED 67'-6" (6 STORY, T.O 6TH FLOOR SLAB)
76'-0" (OVERALL BUILDING HEIGHT)
- OPEN SPACE REQUIRED:
(20% OF SITE) = 93,305 SF
10 SF PER PARKING SPACE (474 SURFACE PARKING SPACES) = 4,740 SF
TOTAL OPEN SPACE REQUIRED = 98,045 SF
OPEN SPACE PROVIDED = 103,969 SF

PROPOSED SITE AREAS:	S.F	ACRES	%
TOTAL SITE	466,527	10.71	100.0%
IMPERVIOUS	362,558	8.32	77.7%
BUILDING	148,421	3.41	31.8%
VUA	197,980	4.54	42.4%
SIDEWALK/CURB	16,157	0.37	3.5%
PERVIOUS	103,969	2.39	22.3%
LANDSCAPE	103,969	2.39	22.3%

SITE PARKING CALCULATIONS:

- PARKING REQUIRED:**
- FIRST FLOOR:**
- BUSINESS [OFFICE] (1 PER 300 SF)
- SUITE 103- 12,440 SF
- SUITE 104- 15,177 SF
- TOTAL- 27,617 SF / 300 = 92
- (CLINIC 3,917 SF - 1 SPACE PER 1ST 2,500 SF;
1 SPACE PER 500 SF THEREAFTER)= 6
- SCHOOLS [COLLEGE] (1 PER 200 SF)
- 24,597 SF / 200 SF = 123
- (1 SPACE PER EACH 4 EMPLOYEES)
- 24 STAFF / 4 = 6
- SECOND FLOOR:**
- BUSINESS [OFFICE] (1 PER 300 SF)
- SUITE 203- 16,223 SF
- SUITE 205- 27,567 SF
- SUITE 207- 12,655 SF
- VACANT- 10,573 SF
- TOTAL- 67,008 SF / 300 = 223
- COMMON AREAS (BOTH FLOORS): 25,282 SF (DOES NOT REQUIRE PARKING)
- TOTAL AREA:** 148,421 SF
- TOTAL PARKING REQUIRED:** 450
- PARKING PROVIDED:**
- SURFACE PARKING (EXISTING):**
- REGULAR (8'-6" MIN. X 18') 722 SPACES
- ADA (12'-0" x 18') 14 SPACES
- TOTAL PARKING BEFORE IMPROVEMENTS:** 736 PARKING SPACES
- SURFACE PARKING (PROPOSED):**
- REGULAR (8'-6" MIN. X 18') 460 SPACES
- ADA (12'-0" x 18') 14 SPACES
- DEDICATED GARAGE TENANT PARKING:**
- REGULAR (8'-6" x 18') 215 SPACES
- ADA (12'-0" x 18') 4 SPACES
- TOTAL PARKING AFTER IMPROVEMENTS:** 693 PARKING SPACES
- INVENTORY OVERFLOW (FLOORS 2-6) 1,254 SPACES
- ACCESSIBLE PARKING:**
- REQUIRED 2% OF TOTAL SPACES (14 SPACES)
- PROVIDED 21 SPACES

BUILDING SETBACKS (IU-C ZONING):

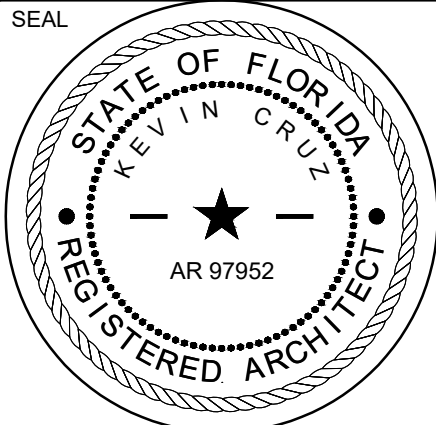
LOCATION	REQUIRED	PROVIDED
FRONT (WEST)	25'-0"	30'-10"
SIDE (STREET - SOUTH)	25'-0"	121'-1"
SIDE (STREET - NORTH)	25'-0"	398'-9"
REAR (EAST)	25'-0"	303'-10"

NOTE:
BUILDING SETBACKS AS PER CITY OF MIAMI LAKES PLANNING AND ZONING CODE 13-727

LEGEND:

- FIRE HYDRANT
- FPL ELECTRICAL BOX
- PROPOSED BACKFLOW PREVENTER

BD COMMENTS 06-05-2020



CONSULTANT
KEVIN CRUZ
Fl Reg # 97952
6/18/2020

STILES
ARCHITECTURAL GROUP
301 East Las Olas Blvd
Fort Lauderdale, Florida, 33301
954 - 627- 9180
FL. REG # AA-26001798

MIAMI LAKES AUTO MALL PARKING GARAGE

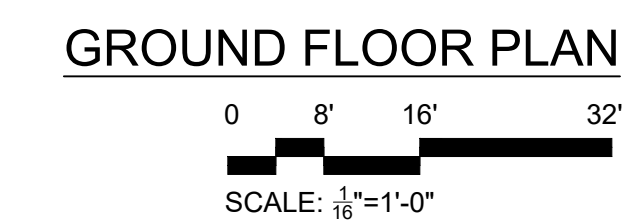
5875 NW 163rd STREET
MIAMI LAKES, FLORIDA, 33014

SITE PLAN

A-1.1

PROJECT NO.
74054
DRAWN BY :
K.W
CHECKED BY :
A.E
DATE :
03/05/2020

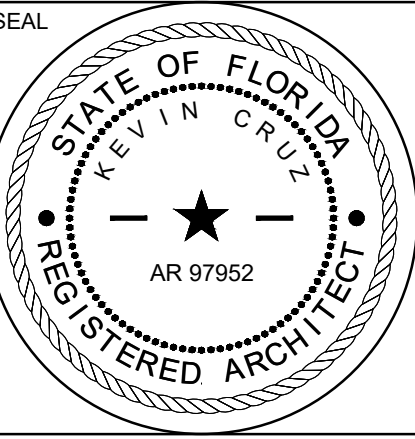
PROGRESS SET
NOT FOR CONSTRUCTION
DATE: 6/18/2020



PROPOSED GARAGE AREAS	
6 GARAGE LEVELS EACH	74,627 SQ. FT
GROSS PARKING GARAGE AREA	447,762 SQ. FT.
VEHICLE INVENTORY SPACES	1,254 SPACES
LEVEL 1:	
TENANT PARKING AREA	74,627 SQ. FT (219 SPACES)
LEVEL 2:	
INVENTORY PARKING	74,627 SQ. FT (243 SPACES)
LEVEL 3:	
INVENTORY PARKING	74,627 SQ. FT (244 SPACES)
LEVEL 4:	
INVENTORY PARKING	74,627 SQ. FT (247 SPACES)
LEVEL 5:	
INVENTORY PARKING	74,627 SQ. FT (243 SPACES)
LEVEL 6:	
INVENTORY PARKING	74,627 SQ. FT (277 SPACES)

REVISIONS :

REV	DESCRIPTION	DATE
1	BD COMMENTS 06-05-2020	



CONSULTANT
KEVIN CRUZ
FI Reg # 97952
6/18/2020

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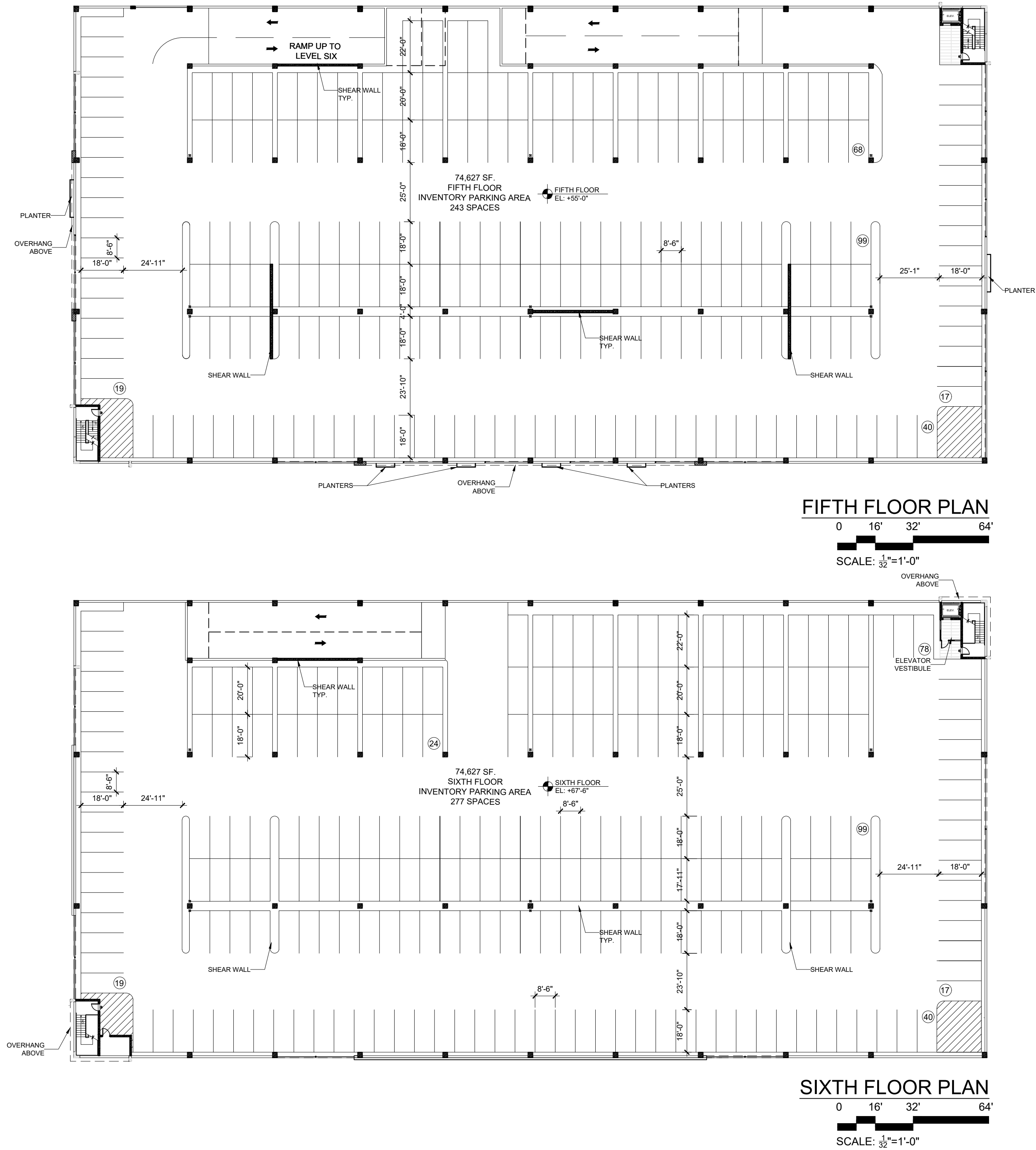
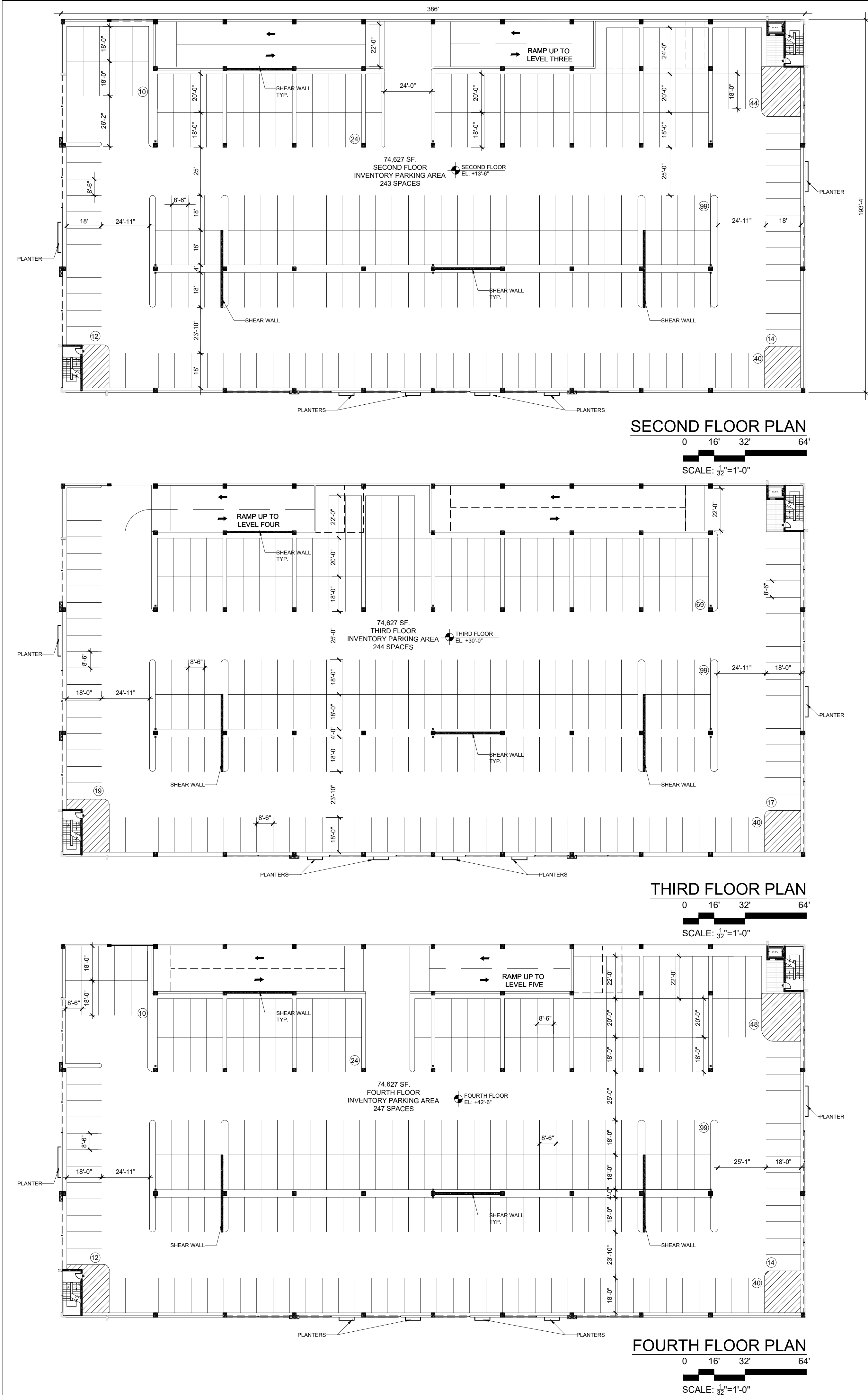
MIAMI LAKES
AUTO MALL PARKING GARAGE

5875 NW 163rd STREET
MIAMI LAKES, FLORIDA, 33014

GROUND FLOOR PLAN

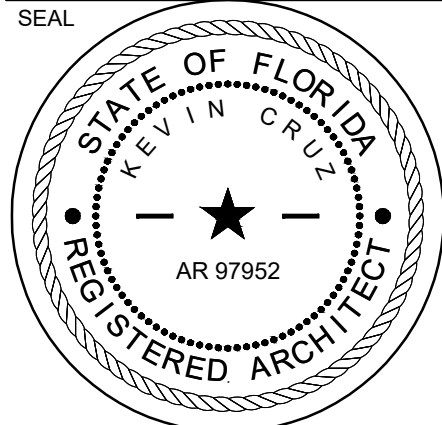
A-2.0

PROJECT NO. 74064	PROGRESS SET	NOT FOR CONSTRUCTION	
DRAWN BY : K.W		DATED: 6/18/2020	
CHECKED BY : A.E			
DATE : 03/05/2020			



PROPOSED GARAGE AREAS	
6 GARAGE LEVELS EACH	74,627 SQ. FT.
GROSS PARKING GARAGE AREA	447,762 SQ. FT.
VEHICLE INVENTORY SPACES	1,254 SPACES
LEVEL 1:	
TENANT PARKING AREA	74,627 SQ. FT. (219 SPACES)
LEVEL 2:	
INVENTORY PARKING	74,627 SQ. FT. (243 SPACES)
LEVEL 3:	
INVENTORY PARKING	74,627 SQ. FT. (244 SPACES)
LEVEL 4:	
INVENTORY PARKING	74,627 SQ. FT. (247 SPACES)
LEVEL 5:	
INVENTORY PARKING	74,627 SQ. FT. (243 SPACES)
LEVEL 6:	
INVENTORY PARKING	74,627 SQ. FT. (277 SPACES)

BD COMMENTS 06-05-2020



CONSULTANT
KEVIN CRUZ
Fl Reg # 97952
6/18/2020

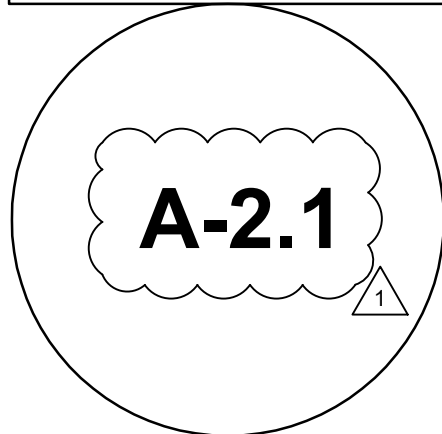
STILES
ARCHITECTURAL GROUP

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Fort Lauderdale, Florida,
954 - 627- 9180 33301
FL. REG # AA-26001798

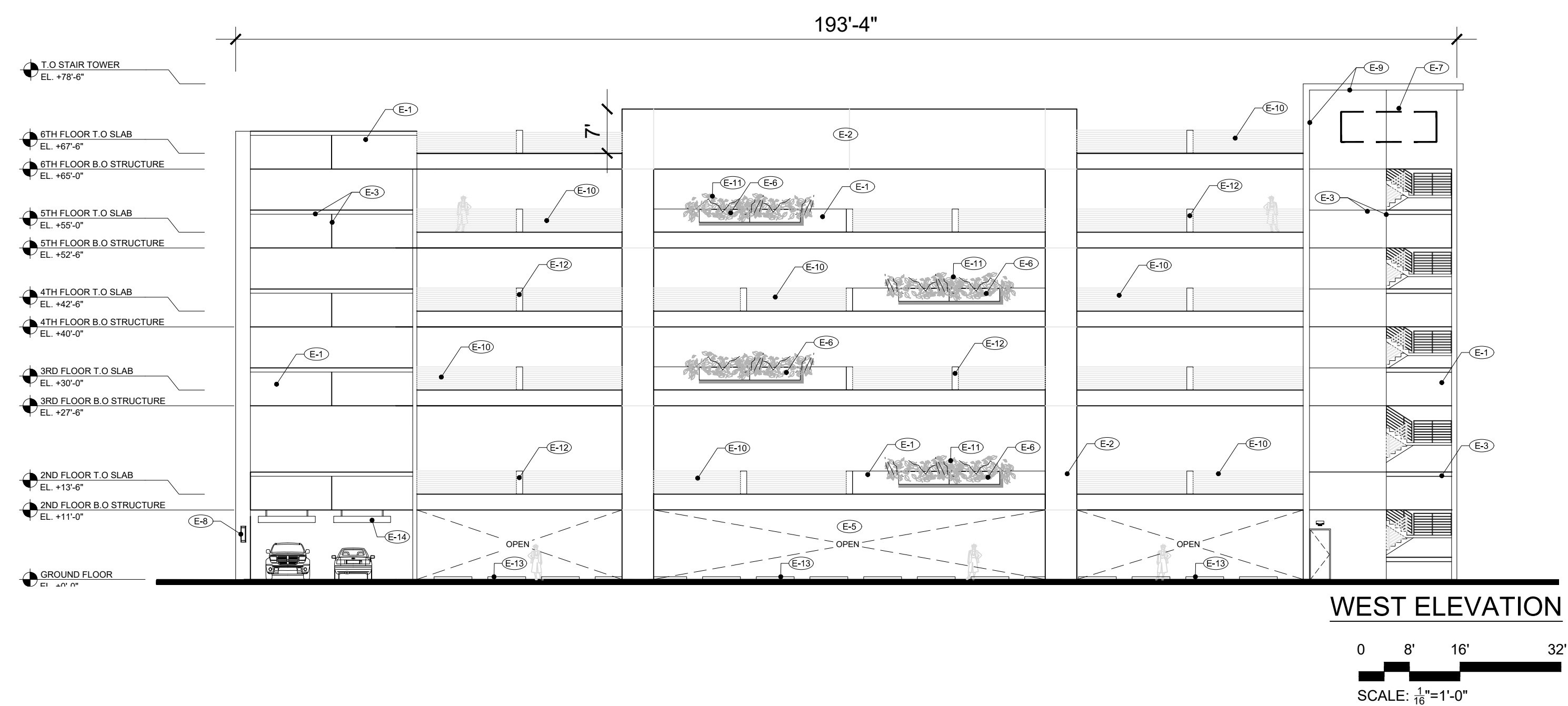
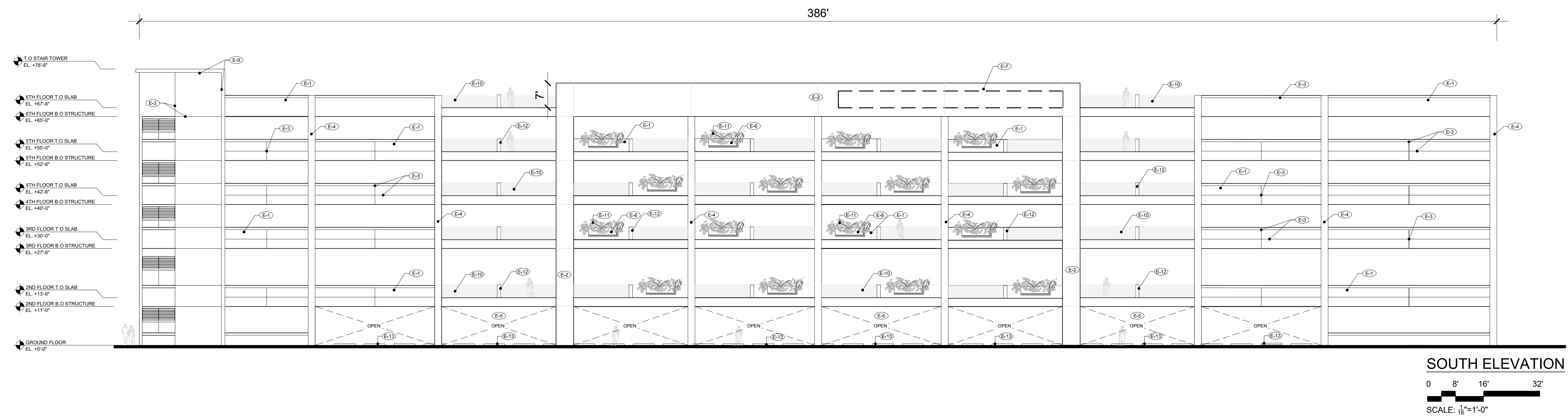
MIAMI LAKES
AUTO MALL PARKING GARAGE

5875 NW 163rd STREET
MIAMI LAKES, FLORIDA, 33014

2ND THRU 6TH
FLOOR PLANS



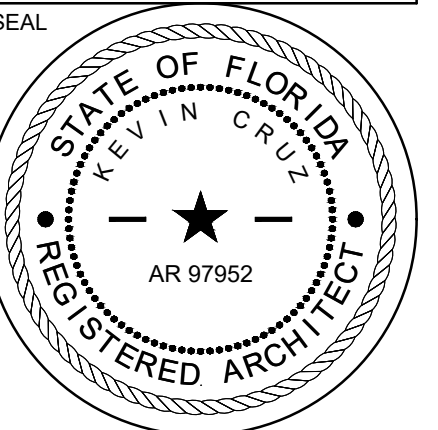
PROJECT NO. 74054	PROGRESS SET NOT FOR CONSTRUCTION DATE: 03/05/2020
DRAWN BY: K.W.	
CHECKED BY: A.E.	
DATE: 03/05/2020	



- ### ELEVATION LEGEND

- (E-1) PRE-CAST CONCRETE SPANDRELS (PAINTED)
- (E-2) FACADE BUMP-OUT FEATURE WALL
- (E-3) SCORELINES
- (E-4) CONCRETE COLUMN (PAINTED)
- (E-5) OPEN AIR GARAGE
- (E-6) PRECAST CONCRETE PLANTERS
- (E-7) PROPOSED SIGNAGE LOCATION (UNDER SEPARATE PERMIT)
- (E-8) DECORATIVE WALL MOUNTED LIGHT FIXTURES
- (E-9) "EYEBROW" OVERHANGING ELEMENT
- (E-10) BARRIER CABLES
- (E-11) NATIVE VEGETATION
- (E-12) PRE-CAST CONCRETE POSTS (PAINTED)
- (E-13) CONCRETE WHEEL STOPS
- (E-14) DIRECTIONAL SIGNAGE (UNDER SEPARATE PERMIT)

REVISIONS : _____



CONSULTANT
KEVIN CRUZ
FI Reg # 97952
6/18/2020

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MIAMI LAKES AUTO MALL PARKING GARAGE

3875 NW 163rd STREET
MIAMI LAKES, FLORIDA, 33014

MIAMI LAKES, FLORIDA, 33014

LEVATIONS

A-3.0

PROJECT NO.
4064
DRAWN BY :
K.W
CHECKED BY :
A.E
DATE :
13/05/2020

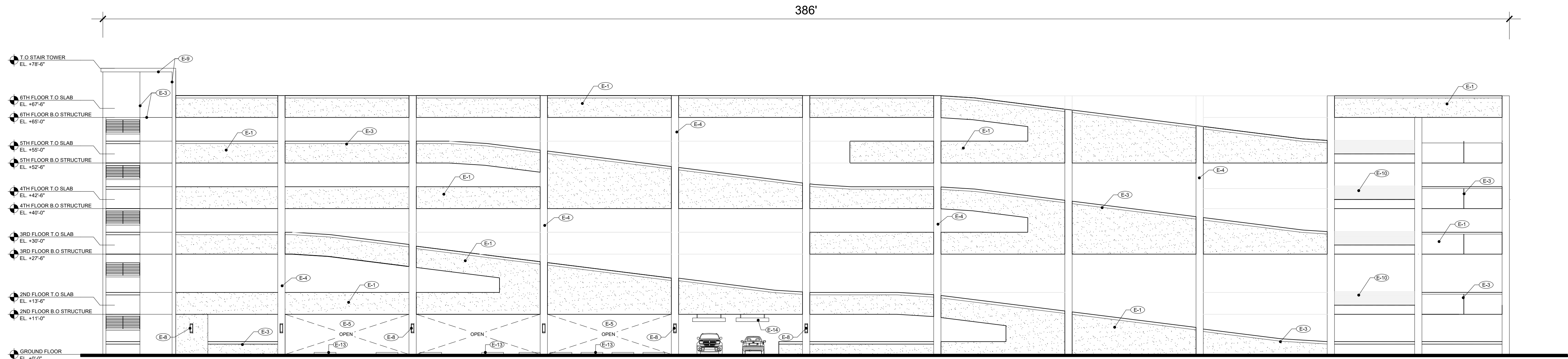
DRAWN BY :
K.W

CHECKED BY :
A F

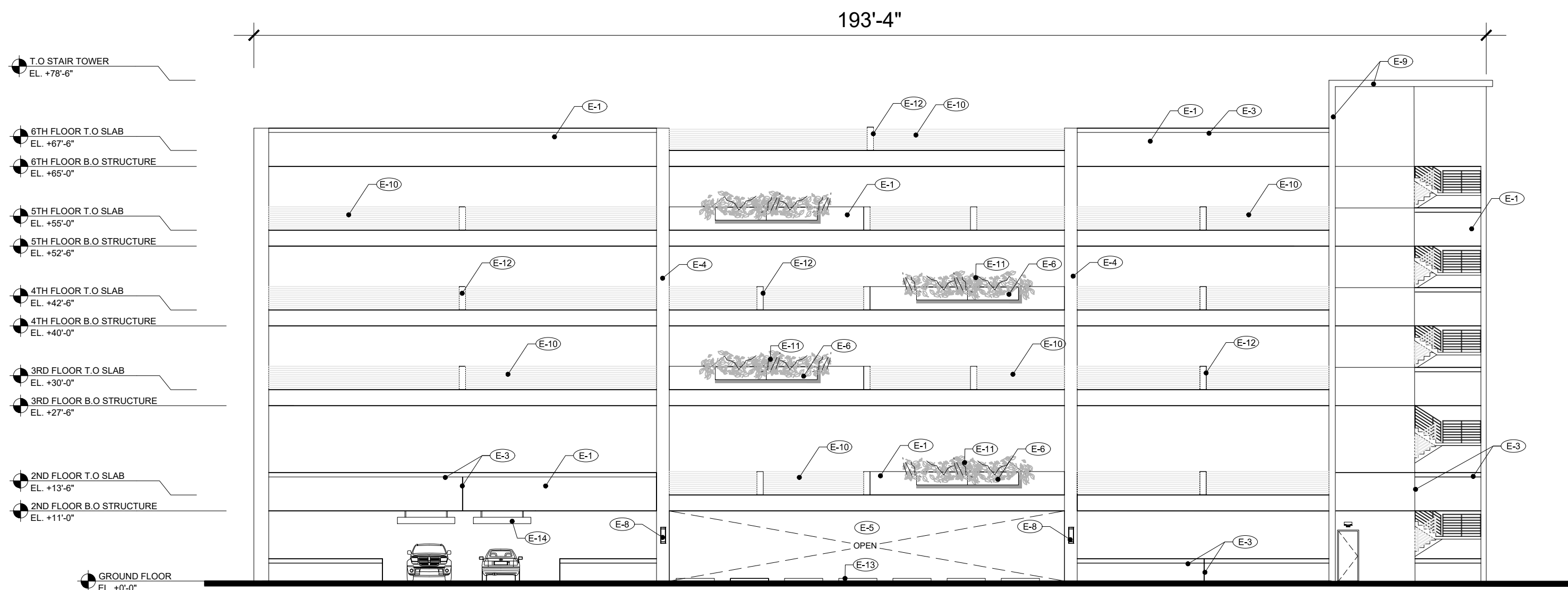
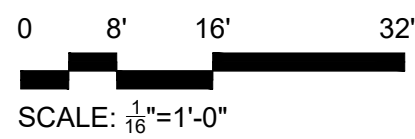
DATE :
3/05/2020

NOT FOR CONSTRUCTION
DATED: 6/18/2020

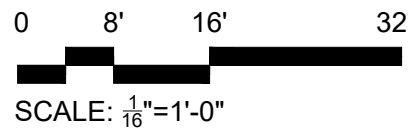
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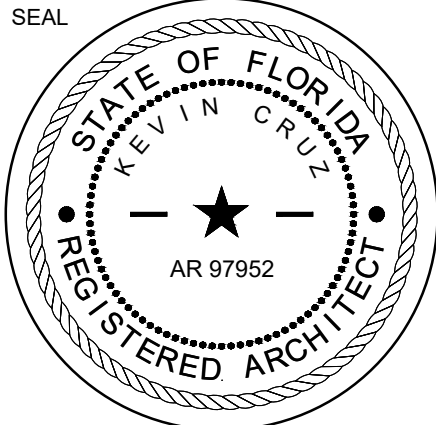
NORTH ELEVATION



EAST ELEVATION



REVISIONS :



CONSULTANT
KEVIN CRUZ
Fl Reg # 97952
6/18/2020

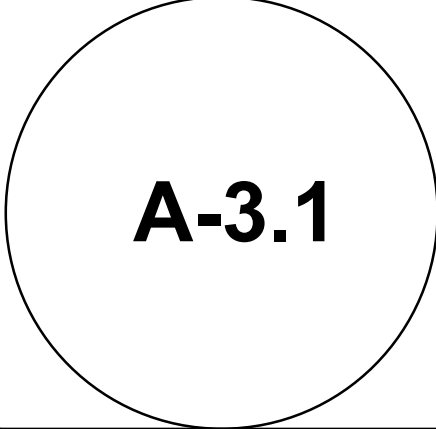
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Fort Lauderdale, Florida.
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FL. REG # AA-26001798



MIAMI LAKES
AUTO MALL PARKING GARAGE

5875 NW 163rd STREET
MIAMI LAKES, FLORIDA, 33014

ELEVATIONS



PROJECT NO. 74064	PROGRESS SET NOT FOR CONSTRUCTION DATED: 6/18/2020
DRAWN BY : K.W.	
CHECKED BY : A.E.	
DATE : 03/05/2020	



SOUTH ELEVATION
SCALE : 1/16" = 1'-0"



WEST ELEVATION
SCALE : 1/16" = 1'-0"



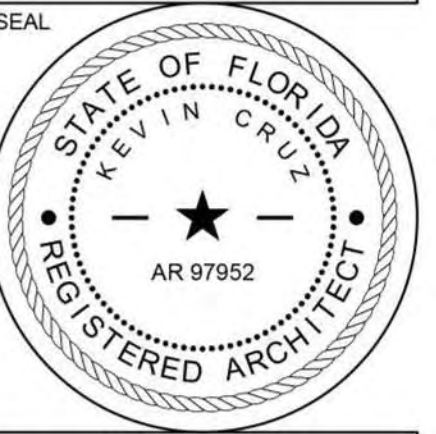
EAST ELEVATION
SCALE : 1/16" = 1'-0"



NORTH ELEVATION
SCALE : 1/16" = 1'-0"

COLORED ELEVATIONS

REVISIONS :	



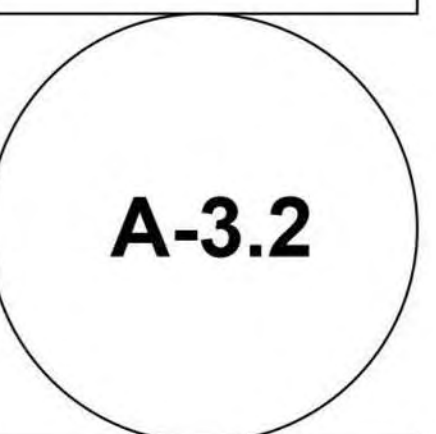
CONSULTANT
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FL. REG # AA-26001798

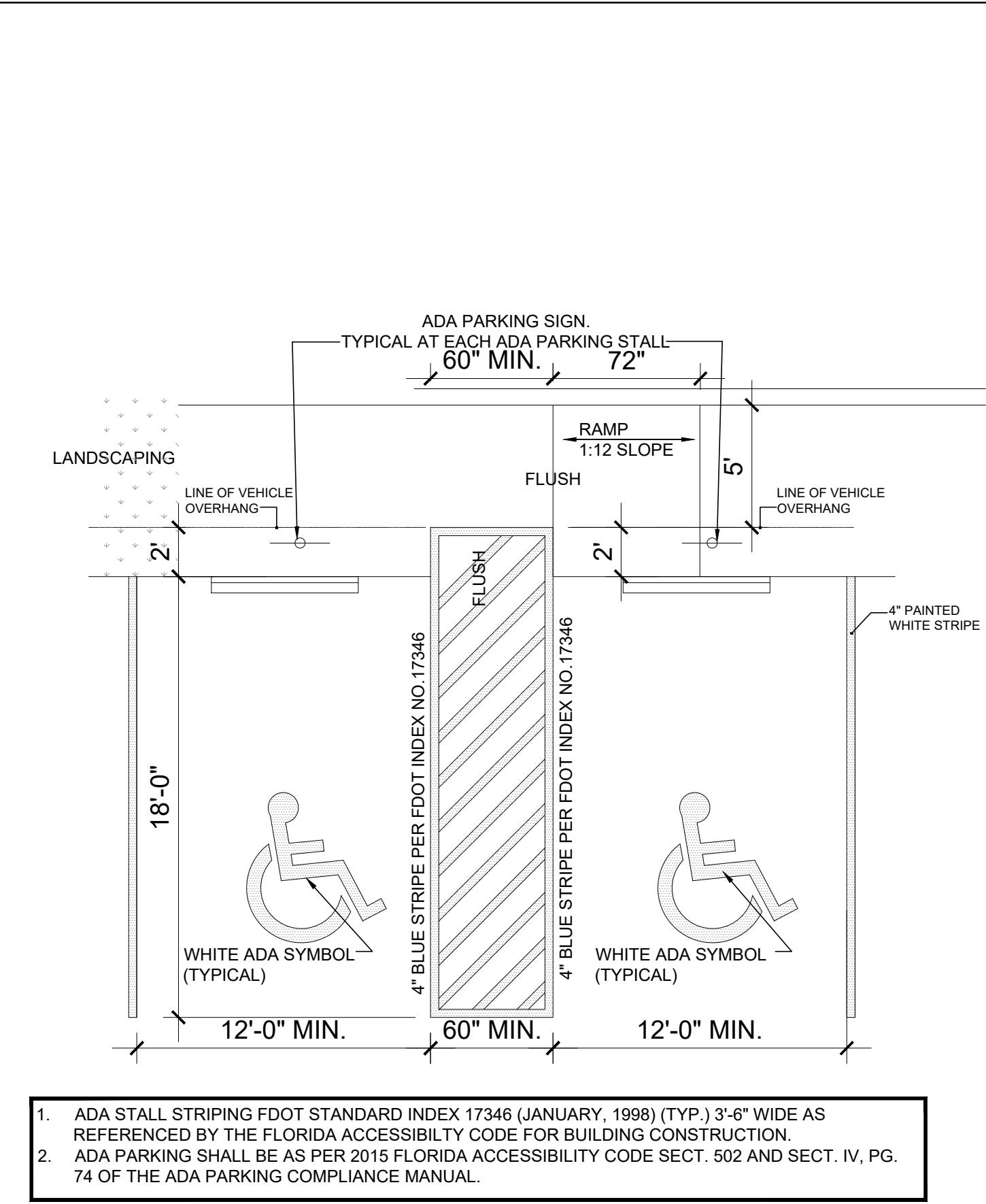


MIAMI LAKES
AUTO MALL PARKING GARAGE
5875 NW 163rd STREET
MIAMI LAKES, FLORIDA, 33014

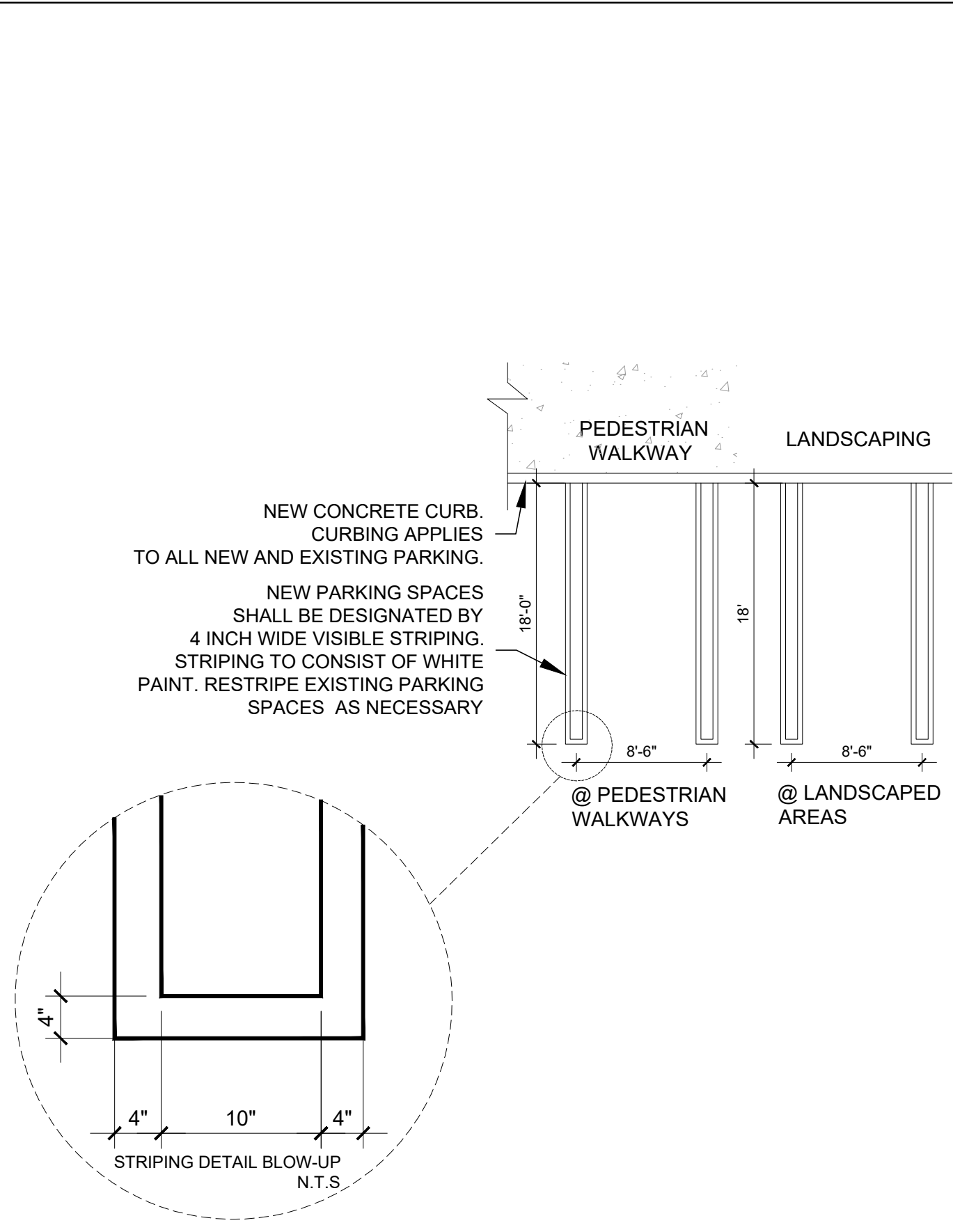
COLORED ELEVATIONS



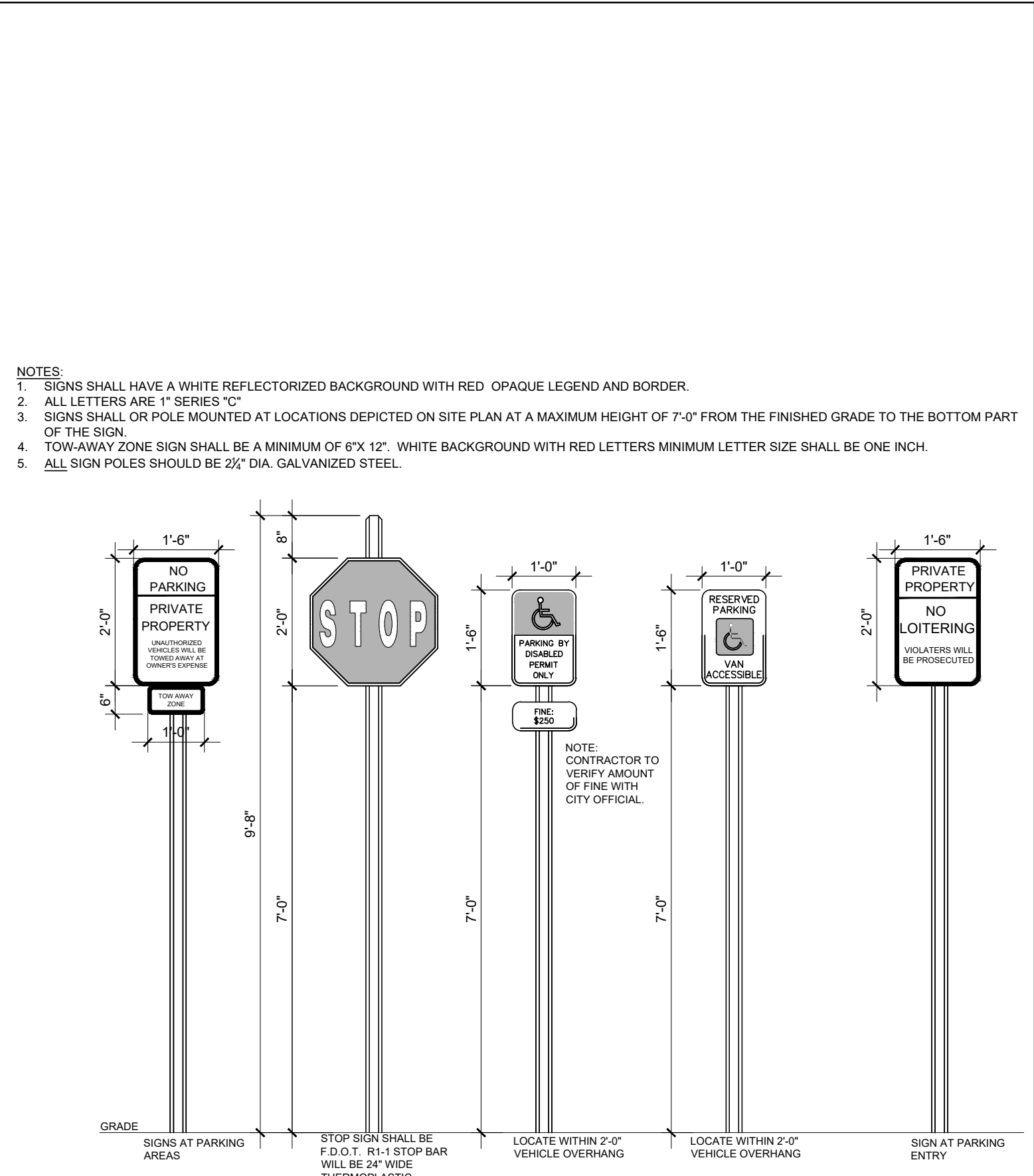
PROJECT NO.
74064
DRAWN BY :
K.W
CHECKED BY :
A.E
DATE :
03/23/2020



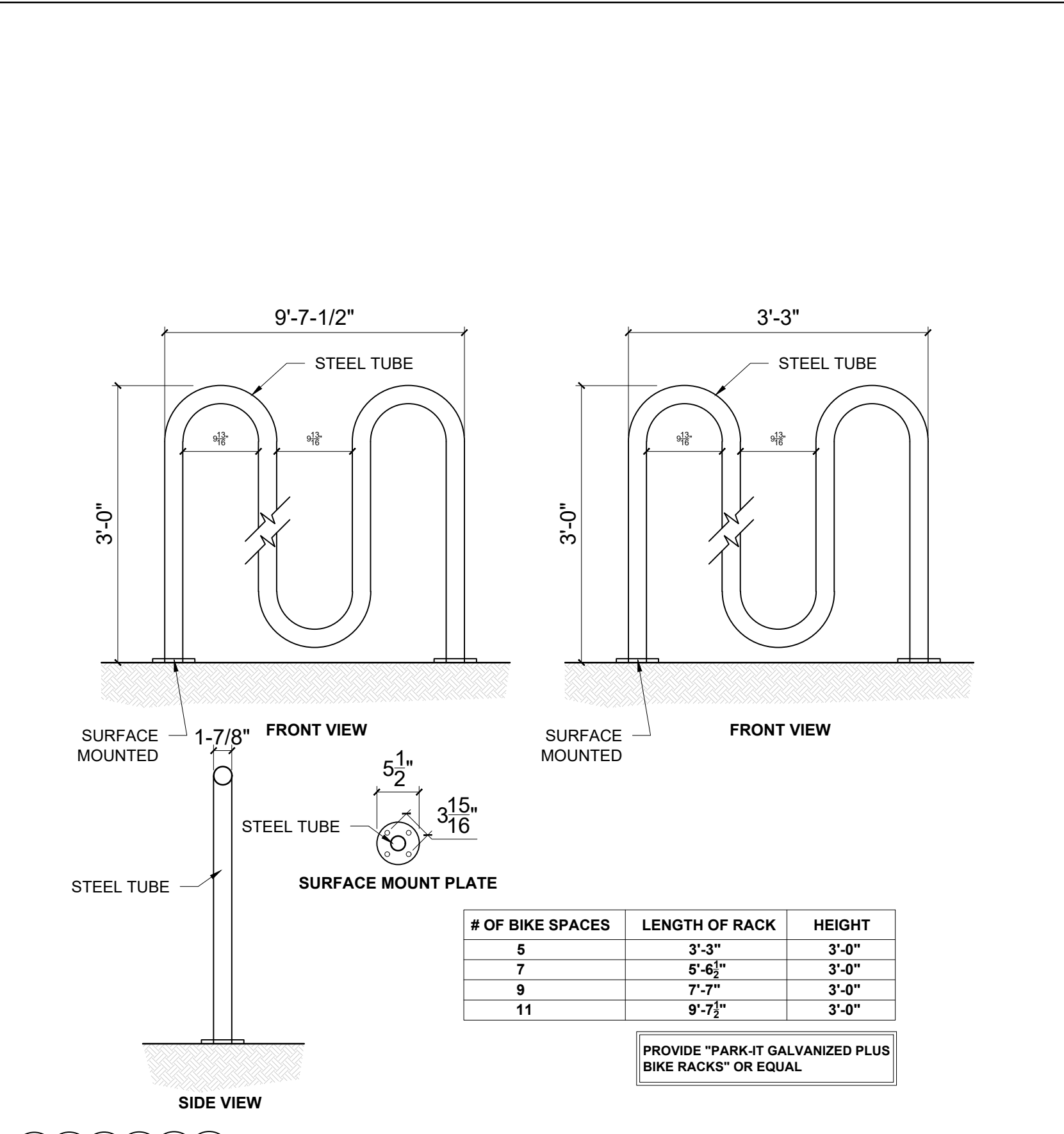
TYPICAL ADA PARKING DETAIL SCALE: NTS 01



90° STANDARD PARKING SPACE (TYP) SCALE: NTS 02



SIGNAGE DETAILS SCALE: NTS 03



BICYCLE RACK SCALE: 3/4"=1'-0" 04

REVISIONS:	
1	BD COMMENTS 06-05-2020

SEAL

STATE OF FLORIDA
KEVIN CRUZ
REGISTERED ARCHITECT
AR 97952

CONSULTANT
KEVIN CRUZ
Fl Reg # 97952
6/18/2020

STILES ARCHITECTURAL GROUP

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Fort Lauderdale, Florida
954 - 627 - 9180 33301
FL REG # AA-26001798

MIAMI LAKES AUTO MALL PARKING GARAGE

5875 NW 163rd STREET
MIAMI LAKES, FLORIDA, 33014

SITE DETAILS

A-7.1

PROJECT NO. 74064	PROGRESS SET
DRAWN BY : K.W.	NOT FOR CONSTRUCTION
CHECKED BY : A.E.	DATED: 04/08/20
DATE : 03/05/2020	

SECTION 13, TOWNSHIP 52S, RANGE 40E
FOR
ALI AHMED

COVER SHEET	C-01
GENERAL NOTES	C-02
DEMOLITION PLAN	C-03
EROSION CONTROL PLAN	C-04
SITE DETAILS	C-05
PAVING, GRADING & DRAINAGE PLAN	C-06
PAVING, GRADING & DRAINAGE DETAILS	C-07
CROSS-SECTIONS	C-07A
UTILITY PLAN	C-08
PAVEMENT MARKING & SIGNAGE PLAN	C-09
CIRCULATION PLAN	C-10
OVERALL EXISTING TREE DISPOSITION PLAN	L-01
SOUTH DISPOSITION PLAN	L-01A
NORTH DISPOSITION PLAN	L-01B
DISPOSITION CHARTS & NOTES	L-02, L-02A
OVERALL LANDSCAPE PLAN	L-03
SOUTH LANDSCAPE PLAN	L-03A
NORTH LANDSCAPE PLAN	L-03B
LANDSCAPE DETAILS, SCHEDULE & NOTES	L-04
LANDSCAPE GENERAL NOTES	L-05
ALTA/NSPS LAND TITLE SURVEY (BY ROYAL POINT SURVEYORS)	1 of 1

1. A PREFERRED HORIZONTAL DISTANCE (OUTSIDE TO OUTSIDE) OF 10 FEET OR MINIMUM OF 6 FEET SHALL BE MAINTAINED BETWEEN ANY WATER OR PRESSURE SEWER PIPES AND WATER MAINS. THE HORIZONTAL SEPARATION CAN BE REDUCED TO A MINIMUM OF 3 FEET ONLY FOR GRAVITY SEWER PIPES WHERE THE BOTTOM OF THE WATER MAIN IS LAND SURFACE OR 18 INCHES ABOVE THE GRAVITY SANITARY SEWER. WHEN THE ABOVE SPECIFIED HORIZONTAL DISTANCE CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, SMALLER SEPARATION ARE ALLOWED IF:
 - THE SEWER PIPES ARE DESIGNED AND CONSTRUCTED EQUAL TO THE WATER PIPE AND PRESSURE TESTED AT 150 PSI.
 - THE SEWER IS ENCASED IN A WATERTIGHT CARRIER PIPE OF CONCRETE.
 - THE TOP OF THE SEWER IS A LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER PIPE.
2. A VERTICAL DISTANCE OF AT LEAST 12 INCHES (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN ANY WATER AND SEWER MAINS WITH SEWER PIPES PREFERABLY CROSSING UNDER WATER MAINS. THE MINIMUM VERTICAL SEPARATION CAN BE REDUCED TO 6 INCHES FOR GRAVITY SEWERS WHERE THE SEWER PIPE IS CROSSING BELOW THE WATER MAINS. WHEN THE ABOVE SPECIFIED VERTICAL DISTANCE CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT SMALLER SEPARATIONS ARE ALLOWED IF:
 - THE SEWER PIPES ARE DESIGNED AND CONSTRUCTED EQUAL TO THE WATER PIPE AND PRESSURE TESTED AT 150 PSI.
 - THE SEWER IS ENCASED IN A WATERTIGHT CARRIER PIPE OF CONCRETE.
3. THE CONTRACTOR SHALL VERIFY NATURE, DEPTH, AND CHARACTER OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
4. ALL OTHER PUBLIC OR PRIVATE UTILITY FACILITIES SHALL BE CONSTRUCTED AT LEAST 5 FEET FROM ANY WATER AND SEWER MAIN AS MEASURED FROM THE OUTSIDE BELL OF THE WATER OF THE UTILITY PIPE.
5. WHEN THE 5 FEET SEPARATION BETWEEN PROPOSED AND EXISTING LINE IS NOT POSSIBLE, THE CONTRACTOR SHALL HAND DIG OR EXPOSE THE WATER AND SEWER PIPES BEFORE PROCEEDING WITH POWER EQUIPMENT EXCAVATION.
6. IN NO CASE SHALL A CONTRACTOR INSTALL UTILITY PIPES, CONDUITS, CABLES, ETC. IN THE SAME TRENCH PARALLEL AND ABOVE AN EXISTING WATER OR SEWER PIPE EXCEPT WHERE THEY CROSS. ANY DEVIATION FROM NOTES 3, 4 AND 5 SHALL BE APPROVED IN WRITING BY THE RESPONSIBLE WATER AND SEWER UTILITY.
7. IN HIGHLY CONGESTED AREAS, WHERE EITHER WATER OR SEWER FACILITIES ARE EXISTING OR THE SEPARATION REQUIREMENTS CANNOT BE MET, SPECIAL CONSIDERATION MAY BE REQUESTED TO SUBMITTAL OF DOCUMENTATION SHOWING THAT THE PROPOSED ALTERNATIVE WILL RESULT IN AN EQUIVALENT LEVEL OF RELIABILITY AND PUBLIC HEALTH PROTECTION.
8. GRAVITY SANITARY SEWERS CONSTRUCTED WITHIN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE PVC-900 OR DUCTILE IRON PIPE THE MAXIMUM ALLOWABLE EXFILTRATION, INFILTRATION, OR LEAKAGE FOR GRAVITY SANITARY SEWERS CONSTRUCTED WITHIN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE FIFTY (50) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY FOR RESIDENTIAL LAND USE AND TWENTY (20) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY FOR NON-RESIDENTIAL LAND USE. THE MAXIMUM ALLOWABLE EXFILTRATION, INFILTRATION, OR LEAKAGE IN GRAVITY SANITARY SEWERS CONSTRUCTED OUTSIDE A PUBLIC WELLFIELD PROTECTION AREA SHALL BE FIFTY (50) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY FOR RESIDENTIAL LAND USE AND TWENTY (20) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY FOR NON-RESIDENTIAL LAND USE. ANY OBVIOUSLY DEFECTIVE JOINTS OR PIPES SHALL BE REPLACED EVEN WHEN THE TOTAL LEAKAGE IS BELOW THAT ALLOWED.
9. FORCE MAIN SEWERS CONSTRUCTED IN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE EITHER DUCTILE IRON OR REINFORCED CONCRETE PRESSURE SEWER PIPES. FOR DUCTILE IRON PIPE EXFILTRATION RATE SHALL NOT BE GREATER THAN THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AMERICAN WATER WORKS ASSOCIATION STANDARD (AWWA) 600-82 AT A TEST PRESSURE OF 100 PSI.
10. FOR REINFORCED CONCRETE PIPE EXFILTRATION RATE SHALL NOT BE GREATER THAN HALF (1/2) THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AWWA 600-82 AT A TEST PRESSURE OF 100 PSI.
11. A NON-RESETTABLE ELAPSED TIME METER SHALL BE INSTALLED AT EACH PUMP TO RECORD THE TOTAL NUMBER OF OPERATING HOURS OF THE STATION.

TRACT "C" OF "MIAMI LAKES EAST SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, AT PAGE 48, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



THOMAS
ENGINEERING GROUP

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SURVEYOR
ROYAL POINT LAND SURVEYORS
6175 NW 153RD ST. SUITE 321
MIAMI LAKES, FL 33014
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THOMAS
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FT. LAUDERDALE, FL 33309
P 954-202-7000
- 1550 W. FLETCHER AVE.
SUITE 101
TAMPA, FL 33612
P 813-379-4100
- 125 W INDIANTOWN CIRCLE
SUITE 206
JUPITER, FL 33458
P 561-203-7503

THE INFORMATION, DESIGN AND CONSTRUCTION OF THIS ADVERTISING SPECIAL WILL BE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF. THE INFORMATION, DESIGN AND CONSTRUCTION OF THIS ADVERTISING SPECIAL WILL BE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

[illegible]

PROJECT No.:	F19010
DRAWN BY:	JF
CHECKED BY:	KN
DATE:	11-15-1
CAD I.D.:	F190101 COVER SHEET

PROJECT:

**MIAMI LAKES AUTO
MALL GARAGE**

FOR

ALI AHMED



6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

KRISTIN N. DIPIERRO

PROFESSIONAL ENGINEER
June 18, 2020
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH. No. 27521

SHEET TITLE:

COVER SHEET

SHEET NUMBER: _____

C-01

GENERAL NOTES:

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE NOTES AND SPECIFICATIONS CONTAINED HEREIN. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE CONFORMANCE TO THESE REQUIREMENTS BY ALL SUBCONTRACTORS.

1. REFER TO THE LIST OF DOCUMENTS PROVIDED ON THE COVER SHEET (SHEET NO. C-01) INCORPORATED BY REFERENCE AS PART OF THIS PLAN SET. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT HESHE HAS THE LATEST EDITION OF THESE DOCUMENTS

2. ALL ACCESSIBLE PED PARKING SPACES SHALL BE CONSTRUCTED TO MEET, AT A MINIMUM, THE MORE STRINGENT OF THE REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT"(ADA) CODE (42 U.S.C. 1201 ET SEQ. AND 42 U.S.C. § 4151 ET SEQ.) OR THE REQUIREMENTS OF THE JURISDICTION WHERE THIS PROJECT IS TO BE CONSTRUCTED.

3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED, NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED THE COMMENTS TO ALL PLANS AND OTHER DOCUMENTS REVIEWED AND APPROVED BY THE PERMITTING AUTHORITIES. CONTRACTOR SHALL HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.

4. THE OWNER/CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND ALL APPLICABLE REQUIREMENTS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES HAVING JURISDICTION OVER THIS PROJECT.

6. THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH HEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY BETWEEN THE GEOTECHNICAL REPORTS AND PLANS AND SPECIFICATIONS PRIOR TO PROCEEDING WITH ANY FURTHER WORK.

7. THESE PLANS ARE BASED ON INFORMATION PROVIDED TO THOMAS ENGINEERING GROUP BY THE OWNER AND OTHERS PRIOR TO THE TIME OF PLAN PREPARATION. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THOMAS ENGINEERING GROUP IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.

8. ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS PRIOR TO THE GIVING OF SUCH NOTIFICATION AND THE ENGINEER'S WRITTEN AUTHORIZATION OF SUCH ADDITIONAL WORK.

9. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL/BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY LOCATIONS.

10. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE BUILDING LAYOUT BY CAREFUL REVIEW OF THE SITE PLAN AND LATEST ARCHITECTURAL PLANS, INCLUDING, BUT NOT LIMITED TO, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLAN, WHERE APPLICABLE. CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER, ARCHITECT AND SITE ENGINEER OF ANY DISCREPANCIES.

11. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE AND ALL UNSUITABLE EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT.

12. THE CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION TO BE ORDERED IN ACCORDANCE WITH CURRENT OSHA STANDARDS AND ANY ADDITIONAL PRECAUTIONS TO BE TAKEN TO ASSURE THE STABILITY OF ADJACENT AND CONTIGUOUS STRUCTURES.

13. THE CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING THE APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT, ETC. WHICH ARE TO REMAIN, AND TO PROVIDE A SAFE WORK AREA.

14. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE ALL SIGNAL, INTERCONNECTION CABLE, WIRING, CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY THE OWNER AND THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.

15. ALL CONCRETE SHALL HAVE THE MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.

16. THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS / MEANS FOR COMPLETION OF THE WORK DEPICTED NEITHER ON THESE PLANS, NOR FOR ANY CONFLICTS/SCOPE REVISIONS WHICH RESULT FROM SAME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

17. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY NOR HAS THE ENGINEER OF RECORD BEEN RETAINED FOR SUCH PURPOSES.

18. ALL CONTRACTORS MUST CARRY THE SPECIFIED STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYERS LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME THOMAS ENGINEERING GROUP, AND ITS SUB-CONSULTANTS AS ADDITIONAL NAMED INSURERS AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THIS HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH THOMAS ENGINEERING GROUP WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS BOHLER ENGINEERING AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.

19. THOMAS ENGINEERING GROUP WILL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND/OR METHODS, COORDINATION OF THE WORK WITH OTHER TRADES, AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THOMAS ENGINEERING GROUP'S SHOP DRAWING REVIEW WILL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT THOMAS ENGINEERING GROUP HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. THOMAS ENGINEERING GROUP WILL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO ITS ATTENTION, IN WRITING, BY THE CONTRACTOR. THOMAS ENGINEERING GROUP WILL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.

20. NEITHER THE PROFESSIONAL ACTIVITIES OF THOMAS ENGINEERING GROUP, NOR THE PRESENCE OF THOMAS ENGINEERING GROUP, OR ITS EMPLOYEES, OR SUB-CONSULTANTS AT A CONSTRUCTION / PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES, AND RESPONSIBILITIES, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES, THOMAS ENGINEERING GROUP AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE JOB SITE SAFETY. THOMAS ENGINEERING GROUP SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE NAMED AN ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.

21. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER FOR SUCH DEVIATIONS, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK DONE WHICH DEVIATES FROM THE PLANS, ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS RELATED TO SAME.

22. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF TRAFFIC PLAN FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL EITHER IN THE R.O.W. OR ON SITE. THE COST FOR THIS ITEM SHOULD BE INCLUDED IN THE CONTRACTOR'S PRICE.

23. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO, AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.

24. CONTRACTOR SHALL CONFIRM ADA ACCESSIBILITY PRIOR TO INSTALLING FINISHING COURSES OF SIDEWALKS AND PARKING AREAS.

25. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A RECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.

26. ALL UTILITY EASEMENTS SHALL BE SECURED PRIOR TO CONSTRUCTION (IF REQUIRED) DEFINITELY PRIOR TO CERTIFICATE OF OCCUPANCY. THESE EASEMENTS SHALL BE SKETCHED, DESCRIBED, AND RECORDED AT THE SOLE COST OF THE CONTRACTOR.

27. CONTRACTOR SHALL PROVIDE MINIMUM 48 HOUR NOTICE TO ENGINEER AND APPLICABLE AGENCIES FOR SCHEDULING INSPECTIONS.

28. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD AND MIAMI-DADE COUNTY FOR THE FOLLOWING: CATCH BASINS, FIRE HYDRANTS, VALVES, AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

29. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY.

30. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH M.U.T.C.D. AND APPROVED BY MIAMI-DADE COUNTY WHERE APPLICABLE PRIOR TO IMPLEMENTATION.

31. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

32. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE THE BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION FROM CITY OF MIAMI.

33. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR FOR ANY NECESSARY CONSTRUCTION, PAVEMENT MARKING AND SIGNAGE, OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN ALTERNATE SAFE WALK ROUTE. ALL RESTORED TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE GOVERNING AGENCIES' TRAFFIC ENGINEERING STANDARDS.

SANITARY SEWER:

1. GENERAL:

A. DISTANCE AND LENGTHS SHOWN ON PLANS REFERENCE THE CENTER OF STRUCTURES.

B. IN THE CASE OF A CONFLICT, THESE NOTES SHALL BE SUPERCEDED BY MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT REQUIREMENTS.

2. MATERIALS:

A. ALL PVC SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D 3034, SDR 26, WITH PUSH-ON RUBBER GASKET JOINTS. (24" SHALL BE DR-25)

B. DUCTILE IRON PIPE (DIP) SHALL BE CEMENT OR POLYLINE INSIDE AND SHALL HAVE A COAL TAR EPOXY COATING, MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C151/A21-51-96 OR LATEST REVISION, MINIMUM WALL THICKNESS CLASS 52 (4"-12") & CLASS 51 (14"-20") (UNLESS OTHERWISE SPECIFIED).

C. ALL FITTINGS AND ACCESSORIES SHALL BE AS MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER OR APPROVED EQUAL.

3. INSTALLATION:

A. PIPE AND FITTINGS:

a. SEWER PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, AND THE UN-BELL PLASTICS PIPE ASSOCIATIONS' RECOMMENDED PRACTICE FOR THE INSTALLATION OF PVC SEWER PIPE".

b. D.I.P. SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-93 OR LATEST REVISION.

c. BEDDING AND INITIAL BACKFILL (12 INCHES) OVER SEWER MAINS AND SERVICES SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER. PEA ROCK OR 3/4" WASHED ROCK WILL BE USED IN WATER OR WHERE UNSUITABLE BEDDING EXISTS AT THE DISCRETION OF MIAMI-DADE COUNTY. ALL OTHER FILL SHALL NOT HAVE ROCK LARGER THAN 6" IN DIAMETER.

4. SERVICE:

a. MINIM SLOPE OF ALL SERVICE LINES SHALL BE AS INDICATED IN THE FLORIDA BUILDING CODE.

b. SERVICE LATERALS SHALL TERMINATE AT A DEPTH 30" BELOW FINISHED GRADE OR AS INDICATED ON PLUMBING PLAN.

c. EACH SERVICE CONNECTION SHALL BE PLUGGED WATER-TIGHT WITH AN APPROVED PLUG.

d. THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2"x4" TREATED STAKE PAINTED RED, EXTENDING 18"(MIN) ABOVE GRADE.

e. CONTRACTOR SHALL ROUGH IN RISER TO 1 FOOT ABOVE FINISHED GRADE AND PLUG, AT PROJECT COMPLETION, CUT BACK TO FINISHED GRADE.

f. CONNECTION OF SERVICES TO BUILDING'S PLUMBING SHALL BE COORDINATED WITH THE PLUMBING SECTION OF THE JURISDICTIONAL BUILDING DEPARTMENT.

4. TESTING:

A. AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE ENGINEER MAY REQUIRE A VISUAL INFILTRATION AND/OR EXFILTRATION TEST TO BE PERFORMED ON THE ENTIRE SYSTEM OR ANY PART THEREOF.

B. AN AIR TEST MAY BE SUBSTITUTED FOR THE WATER EXFILTRATION TEST, UPON APPROVAL OF THE ENGINEER.

C. MANHOLE LEAKAGE TEST SHALL NOT EXCEED FOUR GALLONS PER DAY PER UNIT. NO VISIBLE LEAKAGE ALLOWED.

D. SEWER PIPE LEAKAGE ALLOWABLE SHALL NOT EXCEED 150 GALLONS PER DAY PER INCH DIAMETER PER MILE IN A TWO HOUR TEST PERIOD FOR ANY SECTION TESTED. NO VISIBLE LEAKAGE SHALL BE ALLOWED AND ALL LINES SHALL BE T.V. INSPECTED.

E. SANITARY SEWER SHALL BE TELEVISED AND LAMPED AT DEVELOPERS' EXPENSE. PRIOR TO FINAL ACCEPTANCE, OWNER CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY DEFICIENCIES PRIOR TO CERTIFICATION TO ANY AGENCY.

F. VISIBLE INFILTRATION LEAKAGE INTO MANHOLES AND SEWER PIPE SHALL NOT BE PERMITTED.

WATER MAIN AND/OR SANITARY SEWER FORCE MAIN

1. GENERAL:

A. NO CONNECTIONS TO THE EXISTING LINES SHALL BE MADE UNTIL PRESSURE TESTS, FOR THE WATER AND SEWER FORCE MAINS, AND BACTERIOLOGICAL TESTS HAVE BEEN PERFORMED, AND THE SYSTEM IS ACCEPTABLE TO THE MIAMI-DADE COUNTY HEALTH DEPARTMENT AND THE MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT.

B. BEDDING AND INITIAL BACKFILL FOR MAINS SHALL BE SAND WITH NO ROCKS LARGER THAN 1" IN DIAMETER.

C. USE "DETECTO" TAPE ON ALL PVC MAINS (18" ABOVE), AND USE "NON-DETECTO" TAPE ON ALL D.I.P. MAINS (18" ABOVE).

D. A FIVE (5) FOOT HORIZONTAL SEPARATION IS REQUIRED BETWEEN WATER MAINS AND CATCH BASINS, POWER POLES, ETC. A FIVE (5) FOOT OF SEPARATION IS REQUIRED BETWEEN WATER MAINS AND TREES.

E. IN THE CASE OF A CONFLICT, THESE NOTES SHALL BE SUPERCEDED BY MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT REQUIREMENTS.

2. MATERIALS:

A. DUCTILE IRON PIPE (DIP) SHALL BE CLASS 52 UP TO 12" SIZE & CLASS 51 FOR 14" AND LARGER WITH INTERIOR CEMENT LINING AND BITUMINOUS COATED OUTSIDE, WATER MAIN & EPOXY LINED & COATED FORCE MAIN MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C151/A21-51-91 OR LATEST REVISION. THE PIPE SHALL HAVE WITNESSED WORKING PRESSURE OF 360 PSI. THE JOINTS SHALL BE BELL AND SPIGOT PUSH-ON TYPE UNLESS OTHERWISE NOTED ON THE PLANS.

B. ALL PVC MAINS SHALL BE SERIES 1120, CLASS 150 (DR 18) PRESSURE PIPE CONFORMING TO ANSI/AWWA C900-89 OR LATEST REVISION, AND SHALL HAVE PUSH-ON JOINTS, AND IRON PIPE O.D. (PVC ON-SITE ONLY)

C. FITTINGS FOR MAINS 4" AND LARGER SHALL BE DUCTILE IRON MECHANICAL JOINT CONFORMING TO ANSI/AWWA C110/A21-10-93 OR LATEST REVISION, COMPLETE WITH GLANDS, GASKETS, BOLTS AND NUTS. ALL FITTINGS SHALL BE CAST LINED AND SEAL COATED WITH THE SAME MATERIAL AS THE PIPE & USE MEGALUG SERIES 1100 RESTRAINED JOINT ADAPTERS.

D. VALVES SHALL BE GATE VALVES, IRON BODY, FULLY RESILIENT SEAT BRONZED UNLESS NON-FLAMING STEM. VALVE AT 200 PSI AND CONFORMING TO ANSI/AWWA C509-87 OR LATEST REVISION, AND SHALL HAVE MECHANICAL JOINTS. a. GATE VALVES 4" AND LARGER SHALL BE MUELLER A-2360-20, RESILIENT GATE VALVES SHALL BE AMERICAN 5002500 LINE OR CLOW F-6100, CONFORMING TO ANSI/AWWA C509-87.

b. TAPPING VALVES SHALL BE MUELLER H667 OR APPROVED EQUAL.

c. GATE VALVES 3" OR LESS SHALL BE NIBCO T-133 OR T-136 WITH MALLEABLE HANG WHEELS. NO SUBSTITUTIONS ALLOWED.

E. TAPPING SLEEVES SHALL BE MUELLER H615 OR APPROVED EQUAL PER MIAMI-DADE COUNTY.

F. VALVE BOXES SHALL BE TYLER/IRON 461-S OR APPROVED EQUAL PER MIAMI-DADE COUNTY.

G. RETAINER GLANDS SHALL CONFORM TO ANSI/AWWA C111/A21-11-90 OR LATEST REVISION. ALL GLANDS SHALL BE MANUFACTURED FROM DUCTILE IRON AS LISTED BY UNDERWRITERS LABORATORIES FOR 250 PSI MINIMUM WATER PRESSURE RATING. CLOW CORPORATION MODEL F-1068 OR STANDARD FIRE PROTECTION EQUIPMENT COMPANY OR APPROVED EQUAL.

H. DRESSER COUPLINGS SHALL BE REGULAR BLACK COUPLINGS WITH PLAIN GASKETS FOR GALVANIZED STEEL PIPE. THEY SHALL BE DRESSER STYLE 90. NO SUBSTITUTIONS ALLOWED.

I. FIRE HYDRANTS SHALL HAVE A 5 1/4" MAIN VALVE OPENING. PUMPER NOZZLE TO BE 18" FLAM FINISH GRADE. ALL HYDRANTS TO BE INSTALLED WITH ANCHORING TIE AND CONTROL VALVE. FIRE HYDRANT SHALL COMPLY WITH ANSI/AWWA C502-85 (OR LATEST REVISION). HYDRANTS SHALL BE KENNEDY GUARDIAN K-814 OR APPROVED EQUAL. BLUE REFLECTIVE PAVEMENT MARKER REQUIRED IN CENTER OF NEAREST DRIVING LANE FOR FIRE HYDRANTS.

3. SERVICE CONNECTION:

A. CORPORATION STOPS SHALL BE MANUFACTURED OF BRASS ALLOY IN ACCORDANCE WITH ASTM B-62 WITH THREADED ENDS, AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.

B. CURB STOPS SHALL BE MUELLER OR APPROVED EQUAL.

C. METER STOPS SHALL BE 90° LOCK WING TYPE AND SHALL BE OF BRONZE CONSTRUCTION IN ACCORDANCE WITH ASTM B-62. METER STOPS SHALL BE CLOSED BOTTOM DESIGN AND RESILIENT "O" RING. SEALED AGAINST EXTERNAL LEAKAGE AT THE TOP. STOPS SHALL BE EQUIPPED WITH A METER COUPLING NUT ON THE OUTLET SIDES, AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.

D. SERVICE PIPING SHALL BE TYPE "K" DRAWN COPPER.

4. INSTALLATION:

A. GENERAL:

CONNECTION OF ALL NEW SYSTEMS TO EXISTING MAINS SHALL BE DONE BY USING ONE OF THE FOLLOWING METHODS:

a. METHOD A PER MIAMI-DADE COUNTY PUBLIC HEALTH UNIT STANDARDS, WHICH INVOLVES A REDUCED SIZE TEMPORARY CONNECTION BETWEEN THE EXISTING MAIN AND THE NEW ONE.

b. METHOD B PER MIAMI-DADE COUNTY PUBLIC HEALTH UNIT STANDARDS, WHICH INVOLVES A DIRECT CONNECTION BETWEEN THE NEW AND EXISTING MAINS USING TWO GATE VALVES SEPARATED BY A SLEEVE WITH A VENT PIPE.

c. METHOD C APPROVED BY MIAMI-DADE COUNTY PUBLIC HEALTH UNIT, WHICH INVOLVES A TAP WITH ONE GATE VALVE REQUIRING DISINFECTION OF THE NEW SYSTEM PRIOR TO CONDUCTING THE PRESSURE TEST. BEDDING AND INITIAL BACKFILL (12 INCHES ABOVE PIPE) FOR ALL PIPE SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER. PEA ROCK OR 3/4" WASHED ROCK WILL BE USED IN WATER OR WHERE UNSUITABLE BEDDING EXISTS AT THE DISCRETION OF MIAMI-DADE COUNTY. ALL OTHER FILL SHALL NOT HAVE ROCK LARGER THAN 6" IN DIAMETER.

B. PVC PIPE:

a. PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE UN-BELL PLASTIC PIPE ASSOCIATIONS GUIDE FOR INSTALLATION OF PVC PRESSURE PIPE FOR MUNICIPAL WATER DISTRIBUTION SYSTEMS.

b. PVC PIPE SHALL BE INSTALLED WITH A MINIMUM OF 36" COVER

c. DETECTOR TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL PVC MAINS APPROXIMATELY 18" ABOVE THE PIPE. COLOR SIDE UP.

C. DUCTILE PIPE:

a. D.I.P. SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-93 OR LATEST REVISION.

b. D.I.P. SHALL BE INSTALLED WITH A MINIMUM OF 30" COVER.

c. "NON-DETECTO" TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL D.I.P. MAINS APPROXIMATELY 18" ABOVE THE MAIN COLOR SIDE UP.

D. VALVES:

a. ALL VALVES SHALL BE INSTALLED WITH ADJUSTABLE CAST IRON VALVE BOXES WITH THE WORD "WATER" OR "SEWER" CAST IN THE COVER. A BRASS DISK INDICATING, SIZE, TYPE, KIND & OPERATOR INSTRUCTIONS SHALL BE INSTALLED ADJACENT TO VALVE BOX.

b. MAIN VALVES SHALL BE LOCATED ON AN EXTENSION OF THE RIGHT-OF-WAY LINE UNLESS DIMENSIONED OTHERWISE.

c. MAIN VALVES SHALL BE INSTALLED AWAY FROM PARKING AREAS. IF THIS IS UNAVOIDABLE, PROPER MEASURES SHALL BE TAKEN TO AVOID THE PARKING OF VEHICLES OVER THE VALVES. HYDRANT VALVES SHALL BE INSTALLED AS CLOSE TO THE MAIN AS POSSIBLE. VALVES LOCATED IN NON-PAVED AREAS OR IN PARKING STALLS REQUIRE A REFLECTIVE PAVEMENT MARKER ON THE CENTER OF THE NEAREST LANE OF ROAD PAVEMENT. WHITE REFLECTORS FOR THE WATER MAIN VALVES, GREEN REFLECTORS FOR FORCE MAIN VALVES.

d. THE DISTANCE FROM THE TOP OF THE VALVE ACTUATOR NUT TO FINAL GRADE SHALL BE A MINIMUM OF 12" AND A MAX. OF 18".

E. SERVICE:

a. COVER OVER SERVICE LINES SHALL BE 18" MINIMUM, 36" MAXIMUM BELOW FINISHED GRADE AND 36" UNDER PAVEMENT.

b. SERVICES UP TO 2" SHALL BE TYPE "K" COPPER PER MIAMI-DADE COUNTY.

c. METER STOPS SHALL HAVE 8" TO 10" COVER AS REQUIRED FOR PROPER METERBOX INSTALLATION.

d. WATER SERVICES UNDER PAVEMENT SHALL BE ENCASED IN A SCHEDULE 80 PVC SLEEVE FOR THE FULL LENGTH OF THE PAVEMENT AND FOR 2' BEYOND THE EDGE. SLEEVE DIAMETER SHALL BE TWICE THE DIAMETER OF THE SERVICE PIPE.

e. THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2"x4" TREATED STAKE, PAINTED BLUE EXTENDING 18" (MINIMUM) ABOVE GRADE UNLESS INDICATED OTHERWISE.

5. TESTING:

A. BEFORE ANY PHYSICAL CONNECTIONS TO THE EXISTING WATER MAINS ARE MADE, THE COMPLETE WATER SYSTEM SHALL BE PRESSURE TESTED AND DISINFECTED/HYDROSTATIC TESTING OF NEW MAINS SHALL BE PERFORMED AT A MINIMUM STARTING PRESSURE OF 150 PSI FOR TWO HOURS IN ACCORDANCE WITH ANSI/AWWA C600-99 OR LATEST REVISION. THE PRESSURE TEST SHALL NOT VARY MORE THAN ± 5 P.S.I. DURING THE TEST.

B. THE PRESSURE TEST SHALL BE WITNESSED BY A REPRESENTATIVE OF MIAMI-DADE COUNTY AND THE ENGINEER OF RECORD.

C. BEFORE ACCEPTANCE FOR OPERATION, THE WATER SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH THE ANSI/AWWA C651-82, 150 PSI MINIMUM STARTING TEST PRESSURE, WITH BACTERIOLOGICAL SAMPLES APPROVED BY THE MIAMI-DADE COUNTY PUBLIC HEALTH DEPARTMENT.

D. SAMPLING POINTS SHALL BE PROVIDED AT THE LOCATIONS SHOWN ON THE PLANS. IF NOT SPECIFIED, SAMPLING POINTS SHALL BE PROVIDED AT INTERVALS OF 1500' MAXIMUM FOR LINES GREATER THAN 1500' IN LENGTH. PROVIDE A MINIMUM OF TWO SAMPLING POINTS FOR ALL OTHER TEST SEGMENTS. SAMPLE POINTS MUST BE APPROVED BY MIAMI-DADE COUNTY PUBLIC HEALTH DEPARTMENT.

E. THE ALLOWABLE LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:

$$L = \frac{0.5}{133200} S D P$$

IN WHICH:

L EQUALS THE ALLOWABLE LEAKAGE IN GALLONS PER HOUR.

S EQUALS LENGTH OF PIPE (LINE) IN FEET.

D EQUALS NOMINAL DIAMETER OF PIPE (INCHES) AND

P EQUALS THE MINIMUM TEST PRESSURE (POUNDS PER SQUARE INCH).

STORM DRAINAGE:

1. GENERAL:

A. CATCH BASIN GRATES AND RIM ELEVATIONS AS SHOWN ON PLANS SHALL BE ADJUSTED TO CONFORM TO NEW OR EXISTING GRADES.

B. DISTANCES AND LENGTHS SHOWN ON PLANS REFERENCE THE CENTER OF STRUCTURES.

2. MATERIALS:

A. REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM C-76, LATEST EDITION. RUBBER GASKETS OR OTHER MANUFACTURING APPROVED JOINT SEALER SHALL BE USED.

B. ALL VARDRAIN BASINS ARE TO BE HIGH DENSITY POLYETHYLENE PRODUCT AND SHALL MEET ASTM LATEST MINIMUM STANDARDS.

C. ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE AND SHALL MEET THE REQUIREMENTS OF A.S.T.M. SPECIFICATION C-478 AND 64T UNLESS OTHERWISE NOTED IN THE PLANS. BLOCK CATCH BASINS WILL BE ALLOWED ONLY WITH APPROVAL OF THE ENGINEER. THE MINIMUM WALL AND SLAB THICKNESS SHALL BE 8 INCHES AND THE MINIMUM REINFORCING SHALL BE NO. 4 BARS AT 12 INCHES EACH WAY UNLESS OTHERWISE INDICATED. CONCRETE SHALL BE MINIMUM OF f'-3750 PSI AT 28 DAYS.

3. INSTALLATION:

A. PIPE SHALL BE PLACED ON A MINIMUM OF 6" STABLE GRANULAR MATERIAL FREE OF ROCK FORMATION AND OTHER FOREIGN FORMATIONS, AND CONSTRUCTED TO A UNIFORM GRADE AND LINE.

B. BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL, WELL TAMPED IN LAYERS NOT TO EXCEED 6 INCHES TO A HEIGHT OF 12 INCHES ABOVE PIPE AS SHOWN ON THE PLANS

C. PROVIDE A MINIMUM PROTECTIVE COVER OF 18 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.

PAVEMENT:

1. GENERAL:

A. UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.

B. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.

C. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT TO ENSURE A PROPER JOINT.

2. MATERIALS:

A. LIMEROCK BASE (ASPHALT/VEHICULAR PAVERS AREAS) LIME ROCK BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM 8" THICKNESS AND COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (LBR 100). OTHER SUBSTITUTES SHALL BE PER FDOT SPECIFICATIONS AND PROVIDE EQUIVALENT STRUCTURAL NUMBER AS ABOVE (MIN LBR 100).

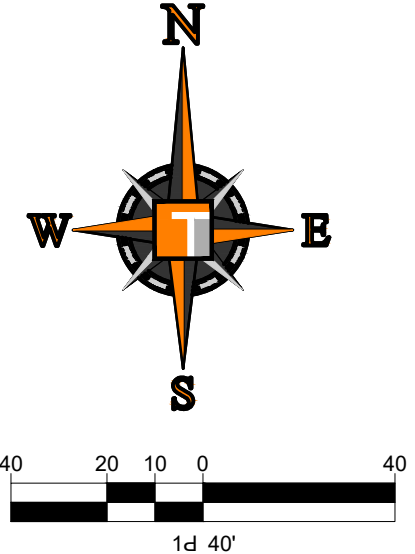
B. WEARING SURFACE (ASPHALT SURFACE ONLY) INSTALLATION OF THE 1" ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND STANDARD SPECIFICATIONS FOR TYPE S-II ASPHALTIC CONCRETE, AND SHALL BE CONSTRUCTED WITH 2 LIFTS OF 1" S-II ASPHALTIC CONCRETE WITH TACK COAT BETWEEN LIFTS. (VIRGIN ASPHALT TO BE USED FOR FINAL LIFT).

C. REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI.

3. INSTALLATION:

A. SUBGRADE 12" STABILIZED SUBGRADE COMPACTED TO 98%/% OF MAX. DRY DENSITY PER AASHTO T-180 (MIN LBR 40).

B. BASE COURSE SHALL BE COMPACTED TO 98%/% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.



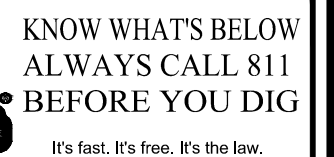
NOTES

CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING SITE IMPROVEMENTS AND UTILITIES. ALL DISCREPANCIES SHALL BE IDENTIFIED TO

ALL EXISTING UTILITIES SHALL BE REMOVED BY CONTRACTOR IN ACCORDANCE AND LOCAL UTILITY COMPANY REQUIREMENTS.

ALL DEMOLITION DEBRIS TO BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.

- THOMAS ENGINEERING GROUP IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION.
2. ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS ALL FEDERAL, STATE AND LOCAL REGULATIONS. ANY DISCREPANCIES OR DEVIATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO THOMAS ENGINEERING GROUP IN WRITING FOR RESOLUTION PRIOR TO INITIATION OF SITE ACTIVITY.
3. PRIOR TO STARTING ANY DEMOLITION CONTRACTOR IS RESPONSIBLE FOR THE FOLLOWING:
- A. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL LOCATION CERTIFICATION PRIOR TO ANY EXCAVATION OR DEMOLITION. THE NUMBER IS 1-800-432-4770.
- B. ENSURING COPIES OF ALL PERMITS AND APPROVALS MUST BE MAINTAINED ON SITE AND AVAILABLE FOR REVIEW.
- C. INSTALLING THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO SITE DISTURBANCE.
- D. LOCATE/CAP ALL UTILITIES AND SERVICES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE.
- E. PROTECTING AND MAINTAINING IN OPERATION, ALL ACTIVE SYSTEM THAT ARE NOT BEING REMOVED DURING ALL DEMOLITION ACTIVITIES.
- F. FAMILIARIZING THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION REQUIRED FOR THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.
- G. COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-HOURS" OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES.
- H. A COMPLETE INSPECTION OF CONTAMINANTS BY A LICENSED ENVIRONMENTAL TESTING AGENCY, OF ALL BUILDINGS AND/OR STRUCTURES TO BE REMOVED. SAME SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENVIRONMENTAL REGULATIONS. ANY/ALL CONTAMINANTS SHALL BE REMOVED AND DISPOSED OF BY A FEDERALLY LICENSED CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. ALL ENVIRONMENTAL WORK INCLUDING HAZARDOUS MATERIAL, SOILS, ASBESTOS, OR OTHER REFERENCED OR IMPLIED HEREIN IS THE SOLE RESPONSIBILITY OF THE OWNER'S ENVIRONMENTAL CONSULTANT.
- I. THE FIRM OR ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION. CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL THE OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONTRACTOR SAFETY.
- J. THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON OR OFF SITE. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF HIS ACTIVITIES. ALL REPAIRS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.
- K. IN THE ABSENCE OF SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVITIES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE IN ACCORDANCE WITH DIRECTION BY OWNERS STRUCTURAL OR GEOTECHNICAL ENGINEER.
- L. EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPLOSIVE PROGRAM. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ALL INSPECTION AND SEISMIC VIBRATION TESTING THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.
- M. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH: THE MANUAL ON UNIFORM TRAFFIC CONTROL, AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS-OF-WAY.
- N. CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE RECEIVED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY.
- O. DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINE WITHOUT WRITTEN PERMISSION OF THE OWNER, AND/OR APPROPRIATE GOVERNMENT AGENCY.
- P. USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR IN ACCORDANCE WITH FEDERAL, STATE, AND/OR LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND IMPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR "PRE-DEMOLITION" CONDITION.
- Q. CONTRACTOR IS RESPONSIBLE TO SAFEGUARD SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
- R. THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING ITEMS/CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL METHODS AND MEANS ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.
- S. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION WASTES AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL TOWN, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES.

[illegible]

www.callsunshine.com

PROJECT No.:	F190101
DRAWN BY:	JFV
CHECKED BY:	KND
DATE:	11-15-19
CAD I.D.:	F190101 DEMO PLAN

PROJECT:

**MIAMI LAKES AUTO
MALL GARAGE**

— FOR —

ALI AHMED



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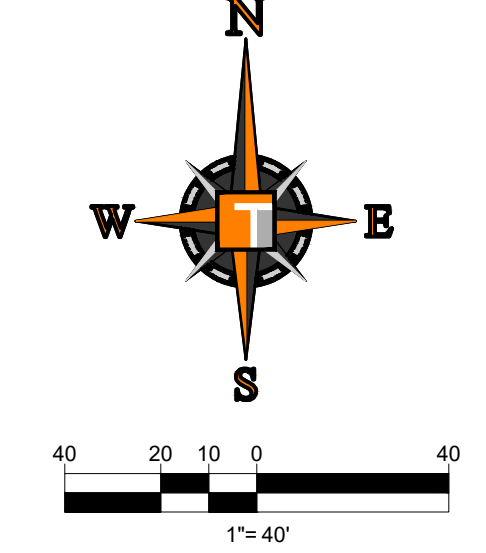
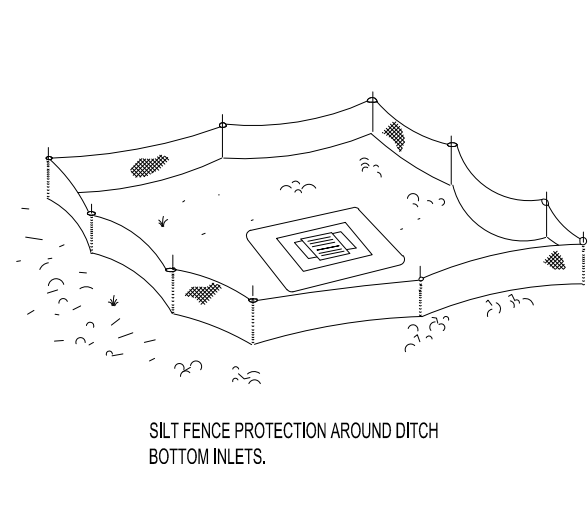
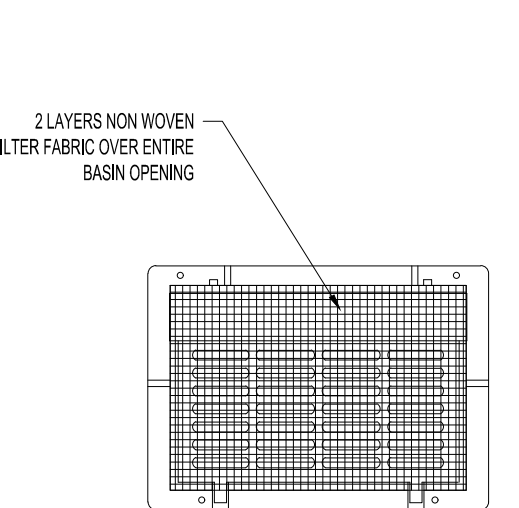
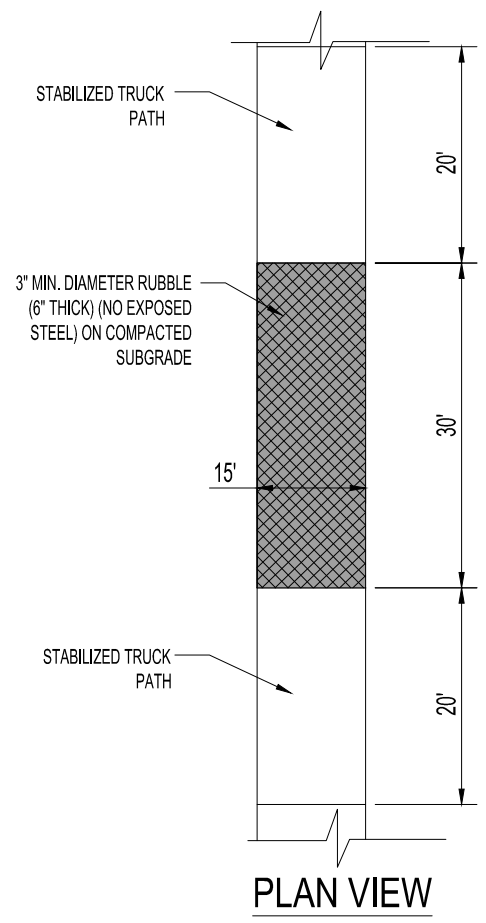
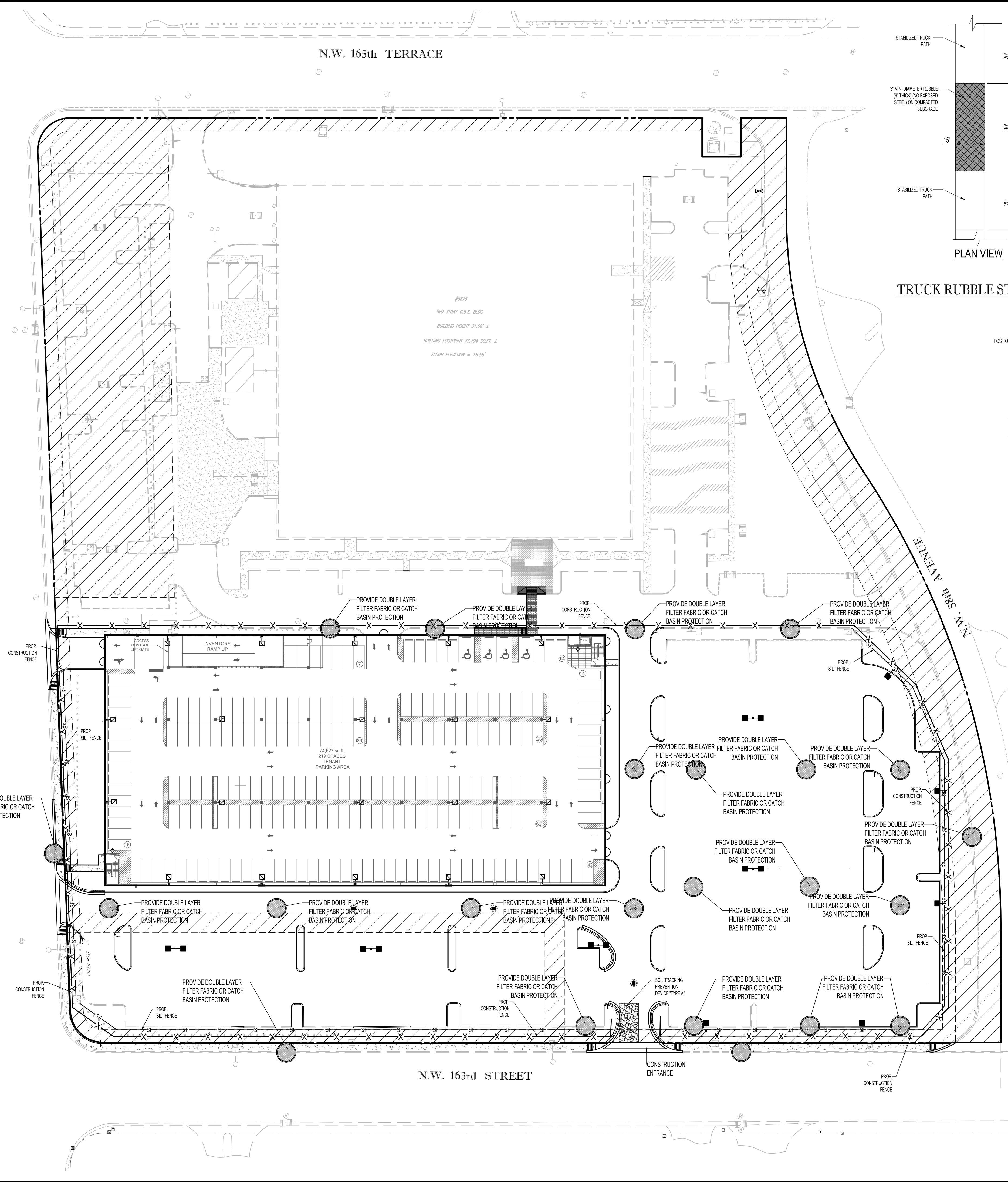
PROFESSIONAL ENGINEER
June 18, 2020
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

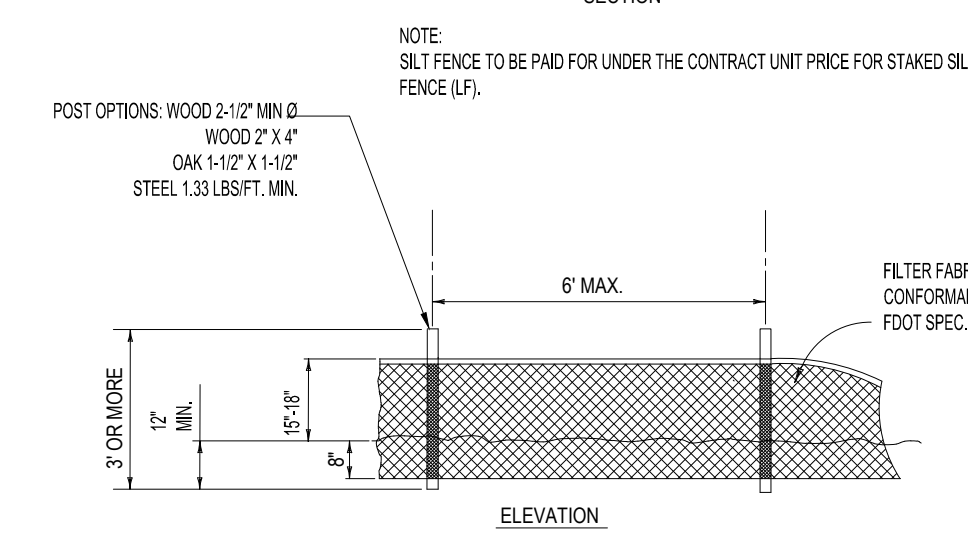
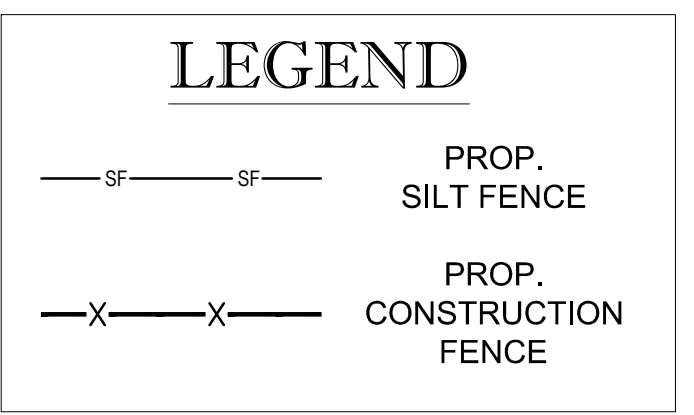
DEMOLITION PLAN

SHEET NUMBER

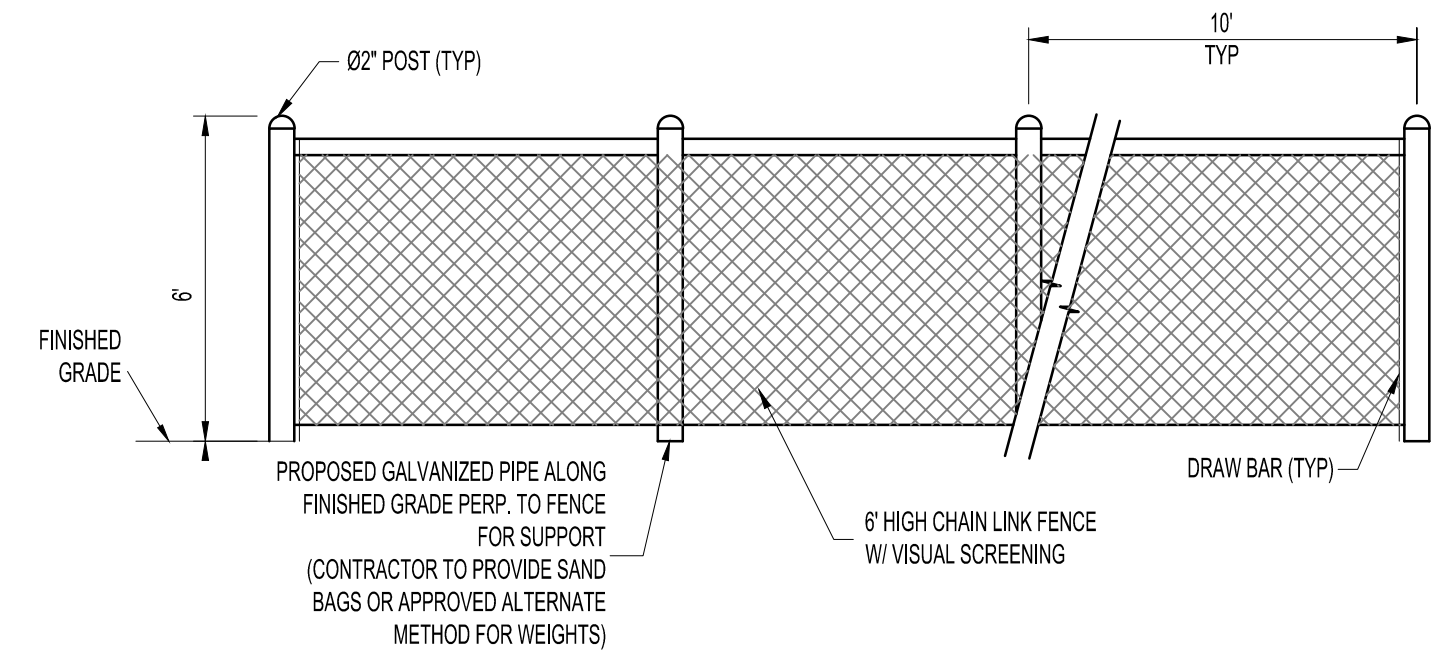
C-03



- NOTES:
- 1) SILT FENCE TO BE CONSTRUCTED WHEREVER OFFSITE AREAS ARE LOWER THAN ADJACENT ONSITE ELEVATIONS.
 - 2) CATCH BASIN FABRIC TO BE PLACED ON AREA INLETS SUBJECT TO SEDIMENT FROM THIS PROJECT.
 - 3) ALL EROSION CONTROL DEVICES SUCH AS RUBBLE STRIPS, SILT FENCE AND OTHER BMPs SHALL BE INSTALLED PRIOR TO CONSTRUCTION.



SILT FENCE DETAIL
(F.D.O.T. INDEX 102, SHEET 03 OF 03)



CONSTRUCTION FENCE DETAIL

NOTE:

CONTRACTOR TO INSTALL TEMPORARY FENCING AND BARRIERS AROUND ALL AREAS OF WORK IN SUCH A MANNER THAT THE PUBLIC ARE SEPARATED FROM THE PROPOSED IMPROVEMENTS. SUCH TEMPORARY FENCING AND BARRIERS SHALL NOT INTERFERE WITH ACCESS TO THE FACILITY OR NORMAL TRAFFIC OF THE PUBLIC.

1. CONTRACTOR SHALL MAINTAIN EROSION CONTROL FACILITIES DURING THE ENTIRE CONSTRUCTION PERIOD. FACILITIES ARE NOT TO BE REMOVED UNTIL COMPLETION OF THE PROJECT AND THE SITE IS STABILIZED. ADDITIONAL DEVICES MAY BE REQUIRED AS DEEMED NECESSARY BY GOVERNING AUTHORITIES.
2. SILT FENCES SHALL BE CLEANED OR REPLACED WHEN TRAPPED SEDIMENT REACHES 50 PERCENT OF THE ABOVE GROUND FENCE HEIGHT OR A LOWER HEIGHT BASED ON MANUFACTURER'S SPECIFICATIONS.
3. SEDIMENT AND EROSION CONTROL MEASURES WILL BE INSPECTED ON A DAILY BASIS AND REPAIRED, ADJUSTED AND MAINTAINED AS NEEDED OR REQUIRED BY GOVERNING AGENCIES AT NO ADDITIONAL EXPENSE TO THE OWNER TO PROVIDE EROSION AND SEDIMENT CONTROL FOR THE DURATION OF CONSTRUCTION AND UNTIL ALL DISTURBED AREAS ARE STABILIZED.
4. ALL GRADED AREAS SHALL BE STABILIZED WITH A PERMANENT FAST GROWING COVER AND/OR MULCH UPON COMPLETION OF GRADING OPERATIONS. COMPLETION OF GRADING OPERATIONS DOES NOT MEAN AT THE END OF THE PROJECT. AS SOON AS FINAL GRADES ARE ESTABLISHED IN AN UNPAVED AREA, THE CONTRACTOR SHALL STABILIZE WITH A TEMPORARY GRASS OR PERMANENT SOD. IF A TEMPORARY GRASS IS APPLIED, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO APPLY A PERMANENT SEED OR SOD AT THE PROPER TIME OF YEAR.
5. FILL SLOPES SHOULD BE PLANTED AS SOON AS AN AREA OF THE SITE IS BROUGHT TO FINAL GRADE. SURFACE RUNOFF SHALL BE INTERCEPTED AT THE TOP OF TEMPORARY AND PERMANENT SLOPES DURING CONSTRUCTION SO THAT WATER IS NOT ALLOWED TO FLOW OVER THE SLOPE FACE.
6. THE GENERAL CONTRACTOR AND THE GRADING CONTRACTOR SHALL REVIEW THEIR PROPOSED GRADING SEQUENCE TO INSURE THAT THE LEAST AMOUNT OF LAND POSSIBLE AT ANY ONE TIME IS DISTURBED WITHOUT PERMANENT STABILIZATION.
7. CONTRACTOR SHALL INSTALL TEMPORARY CONSTRUCTION ENTRANCES PRIOR TO ANY EARTHWORK OPERATIONS.
8. CONTRACTOR SHALL MAINTAIN SILT FENCES FOR THE DURATION OF THE PROJECT UNTIL ACCEPTED BY THE OWNER AT NO EXPENSE TO OWNER.
9. LAND DISTURBING ACTIVITIES BE KEPT TO A MINIMUM AND WILL NOT EXTEND BEYOND THE LIMITS SHOWN.
10. THE CONTRACTOR SHALL CONSTRUCT THE SILT FENCING AS SHOWN AT THE PERIMETER OF THE SITE PLAN PRIOR TO LAND CLEARING ACTIVITIES.
11. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE COMPLIANCE WITH THE NPDES STORMWATER REQUIREMENTS. THIS INCLUDES, BUT IS NOT LIMITED TO, INSPECTION REQUIREMENTS.
12. ALL EROSION CONTROL MEASURES EXCEPT THE REQUIRED RIP RAP ARE TEMPORARY DEVICES. THESE TEMPORARY DEVICES SHALL BE REMOVED PRIOR TO COMPLETION OF CONSTRUCTION ONCE STABILIZATION OF ALL GRASSED AREAS ARE COMPLETE.
13. PRIOR TO CONSTRUCTION, THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN HEREON SHALL BE IN PLACE. CLEARING AND GRUBBING OPERATIONS WILL BE ENGAGED IN ONLY AS NECESSARY TO ALLOW THE PLACEMENT OF EROSION AND SEDIMENT CONTROL MEASURES AS SHOWN HEREON UNTIL ALL SUCH MEASURES ARE IN PLACE.
14. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OR DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC., REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.

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PROJECT No.: F190101
DRAWN Y-A JVF
CHECKED Y-A KND
DATE: 11-15-19
CAD I.D.: F190101 EROSION CONTROL PLAN

PROJECT:
MIAMI LAKES AUTO MALL GARAGE

FOR
ALI AHMED

THOMAS
ENGINEERING GROUP

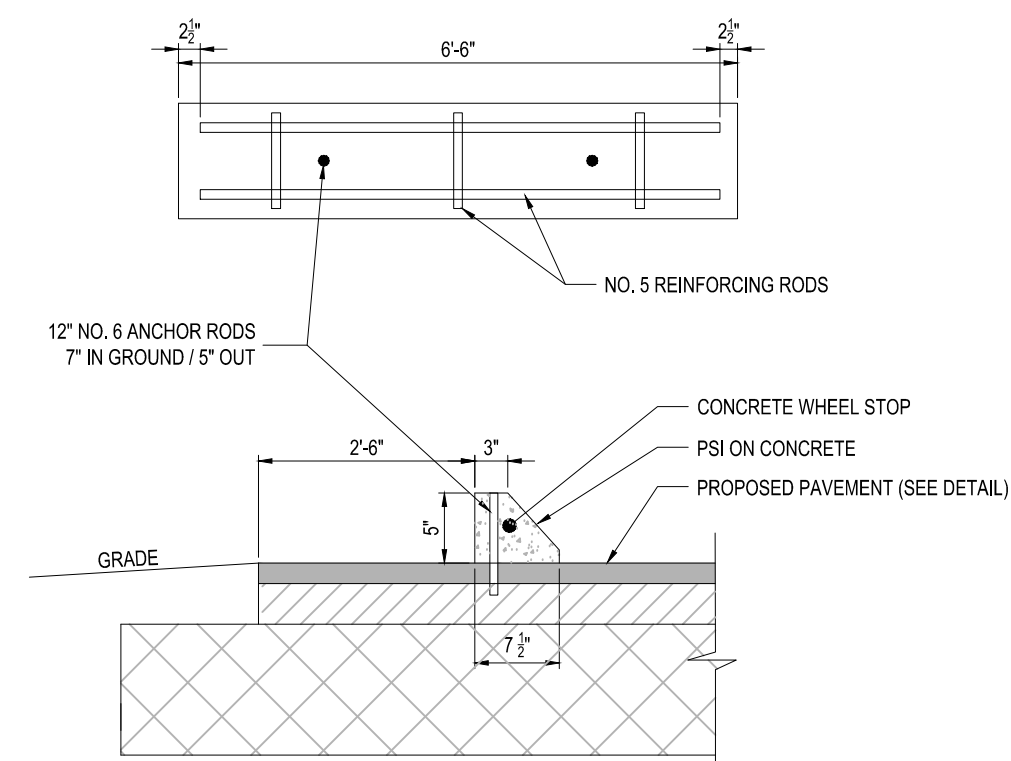
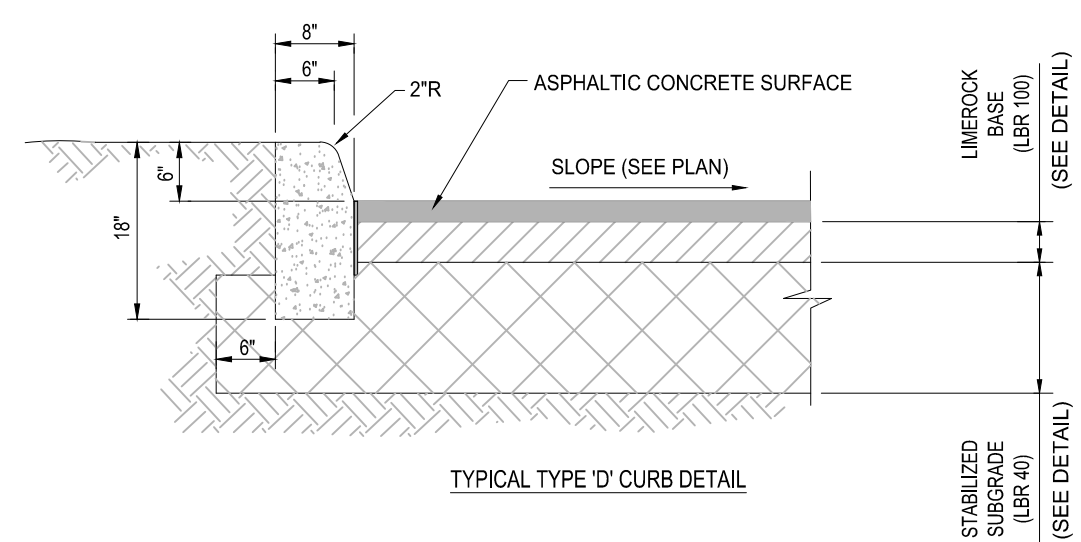
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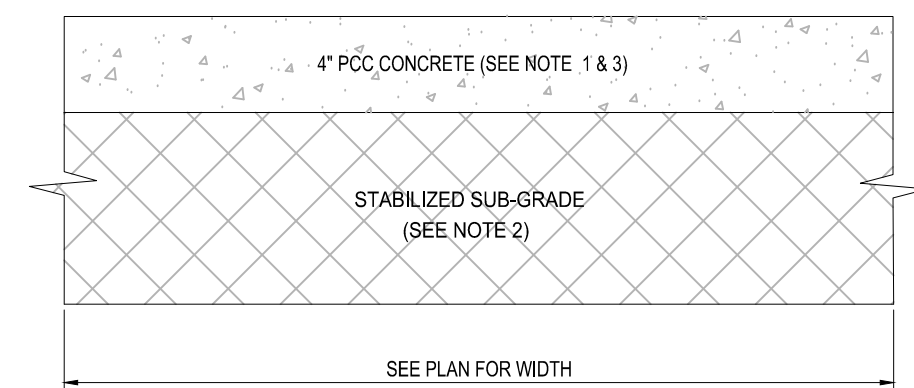
PROFESSIONAL ENGINEER
June 18, 2020
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:
EROSION CONTROL PLAN

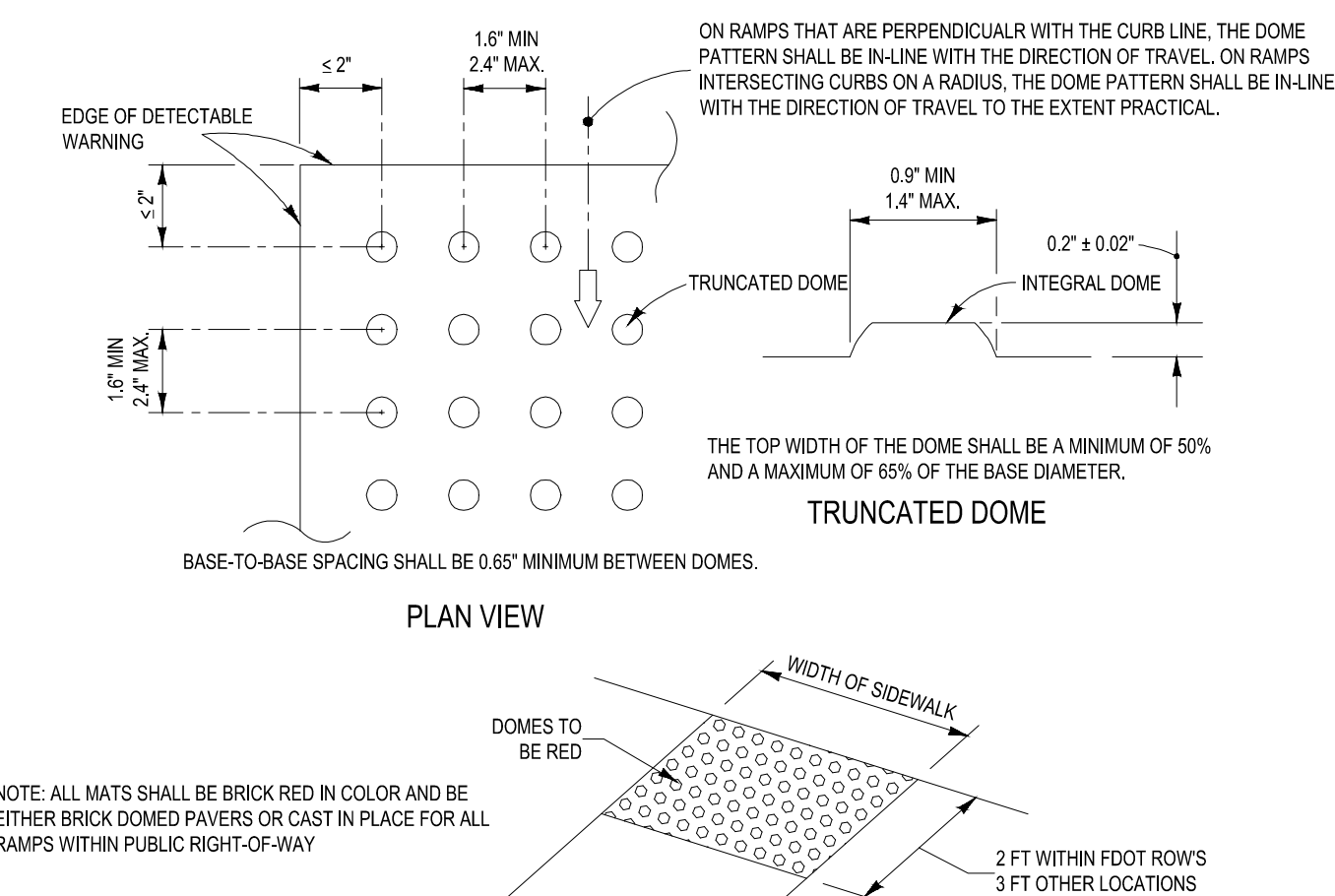
SHEET NUMBER:
C-04



- NOTES:**
1. WHEEL STOP FORM SIZES MAY VARY DEPENDING ON MANUFACTURER.
 2. WHEEL STOPS SHALL BE PAINTED BLUE AT HDPC SPACES, UNPAINTED AT REGULAR SPACES.
 3. WHEEL STOP TO BE CENTERED IN PARKING SPACE.



- NOTES:**
1. SIDEWALK SHALL BE 4" THICK EXCEPT IN DRIVEWAYS WHERE THE THICKNESS SHALL BE 6".
 2. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180.
 3. CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS.
 4. SIDEWALK REMOVAL & REPLACEMENTS TO CONSIST OF FULL FLAPS.
 5. PROVIDE EXPANSION JOINT (TYPE "A") AT CONNECTIONS BETWEEN NEW AND EXISTING SIDEWALK.
 6. PROVIDE FIBEROUS JOINTS 20' O.C.



ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES (610 mm) FROM THE BACK OF CURB WITHIN FDOT ROW'S AND 36 INCHES (914.4 mm) FROM THE BACK OF CURB AT ALL OTHER LOCATIONS.

1	TYPE 'D' CURB DETAIL
---	----------------------

SCALE: NONE

2	CONCRETE WHEEL STOP - NO CURB
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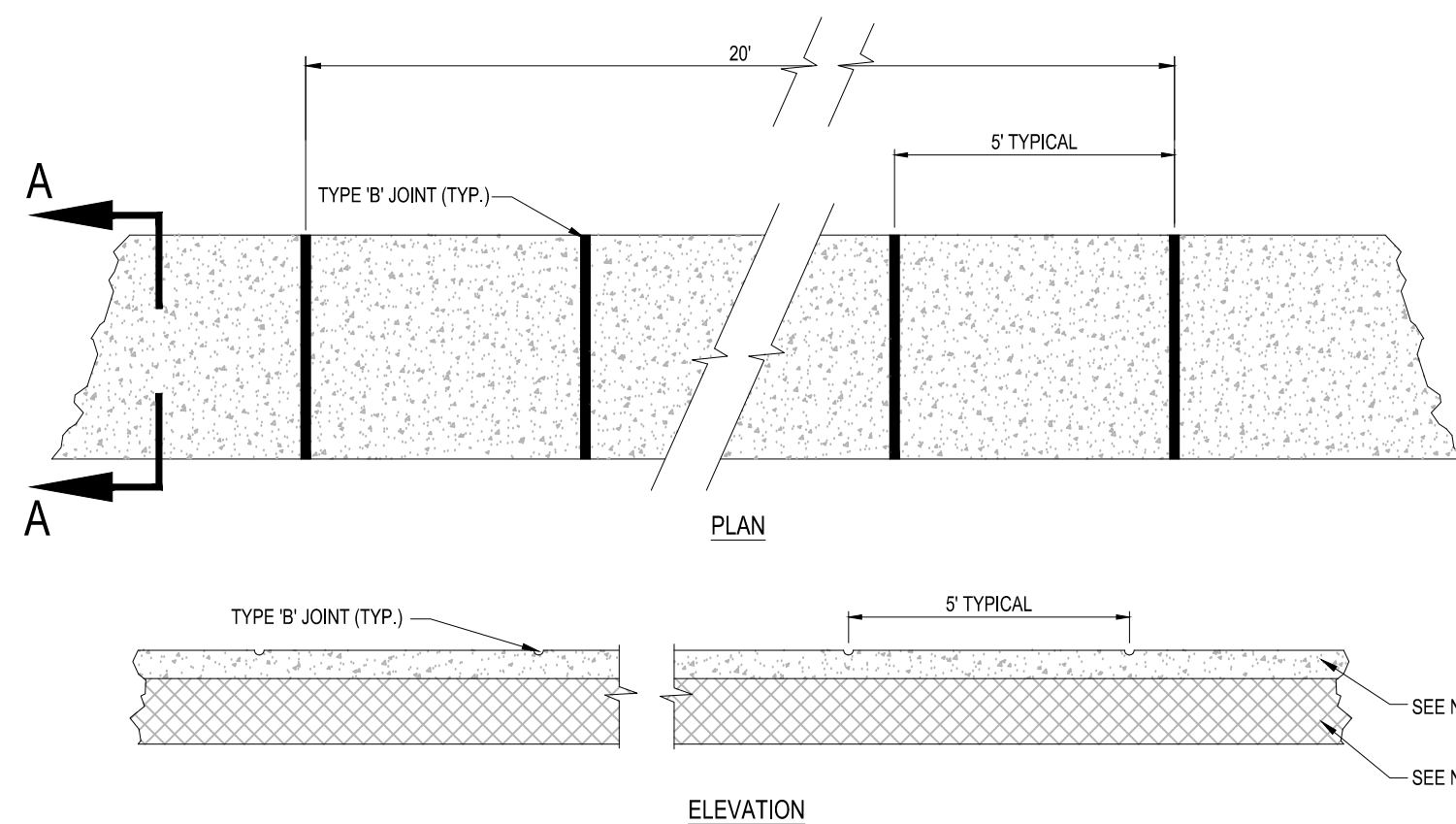
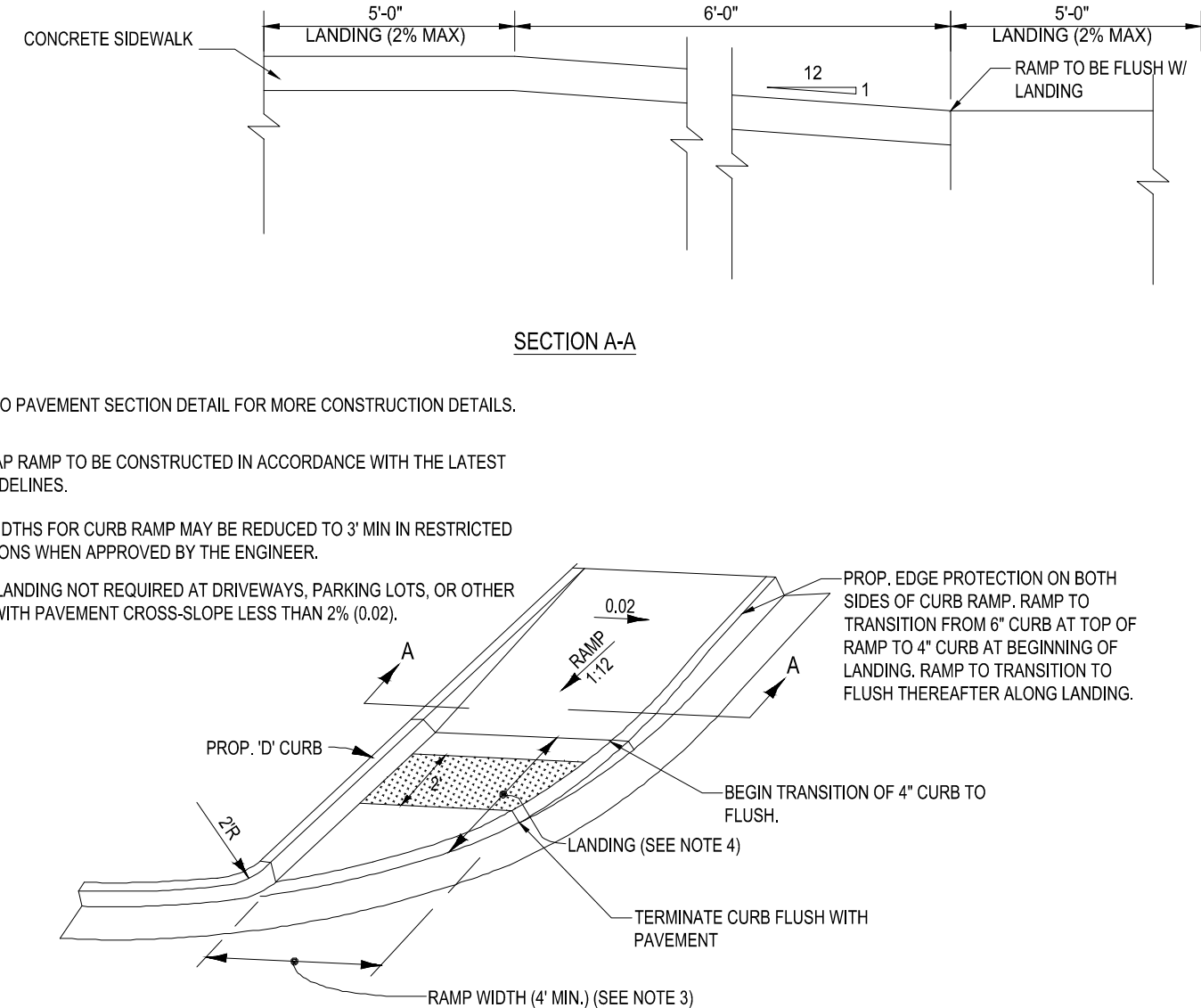
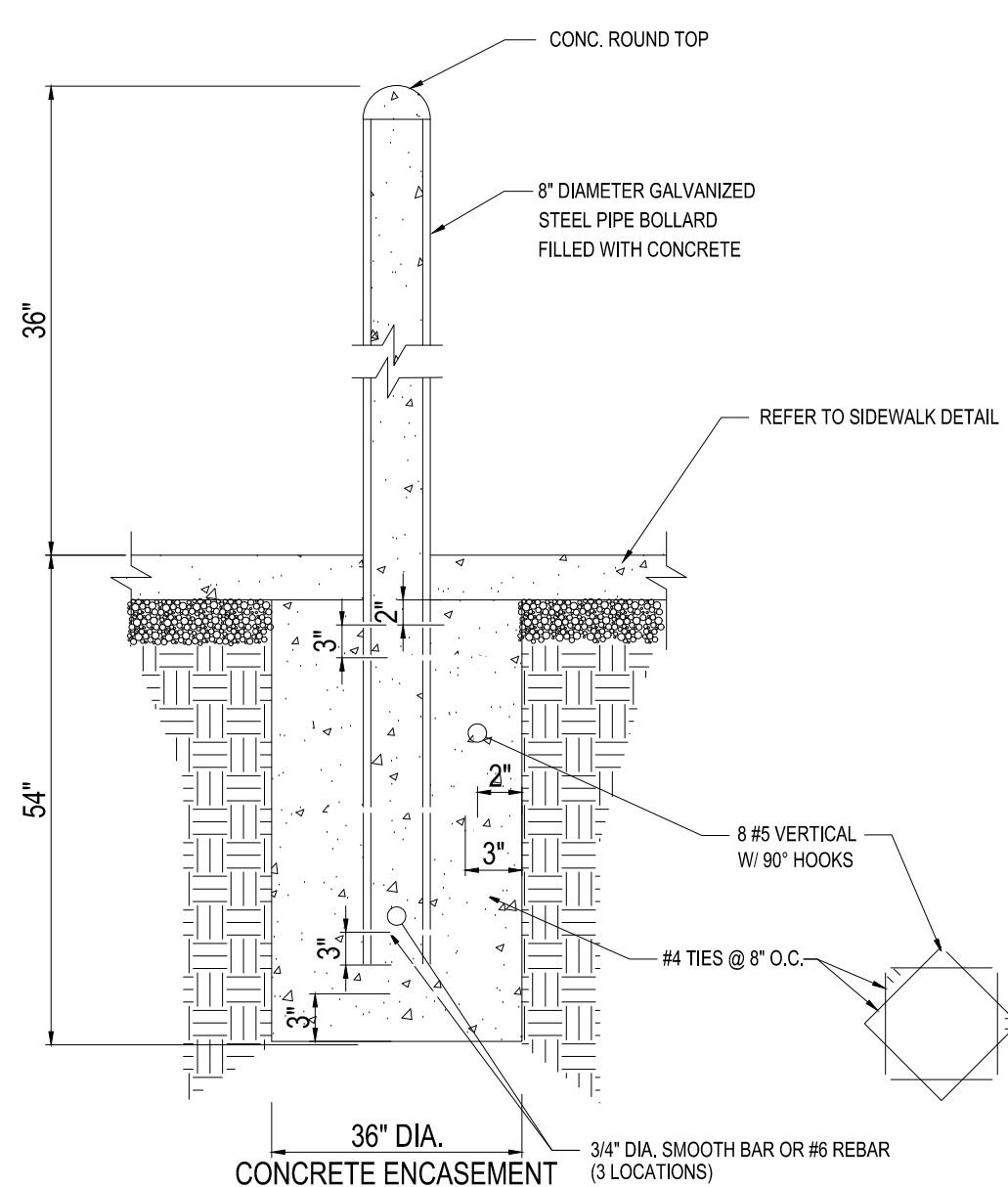
SCALE: NONE

3 TYPICAL CONCRETE SIDEWALK SECTION

NONE

4	ADA RAMP DETECTABLE WARNING DETAIL
---	------------------------------------

SCALE: NONE



- NOTES:**
1. SIDEWALK SHALL BE 4" THICK EXCEPT IN DRIVEWAYS WHERE THE THICKNESS SHALL BE 6".
 2. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180, (1).
 3. CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS.
 4. SIDEWALK REMOVAL & REPLACEMENTS TO CONSIST OF FULL FLAG.
 5. PROVIDE ANCHORAGE JOINT (TYPE 'A') AT CONNECTIONS BETWEEN NEW AND EXISTING SIDEWALK.
 6. CONCRETE SIDEWALKS SHALL BE REINFORCED BY FIBER MESH.
 7. ADDITION OF FIBERMESH OR 6X6 WOVEN FOR SIDEWALKS TO BE CONSTRUCTED IN PUBLIC RIGHT-OF-WAYS.

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	AT CONNECTION BETWEEN NEW AND EXISTING SIDEWALKS.
'B'	5 FEET CENTER TO CENTER ON SIDEWALKS.

5 BOLLARD DETAIL

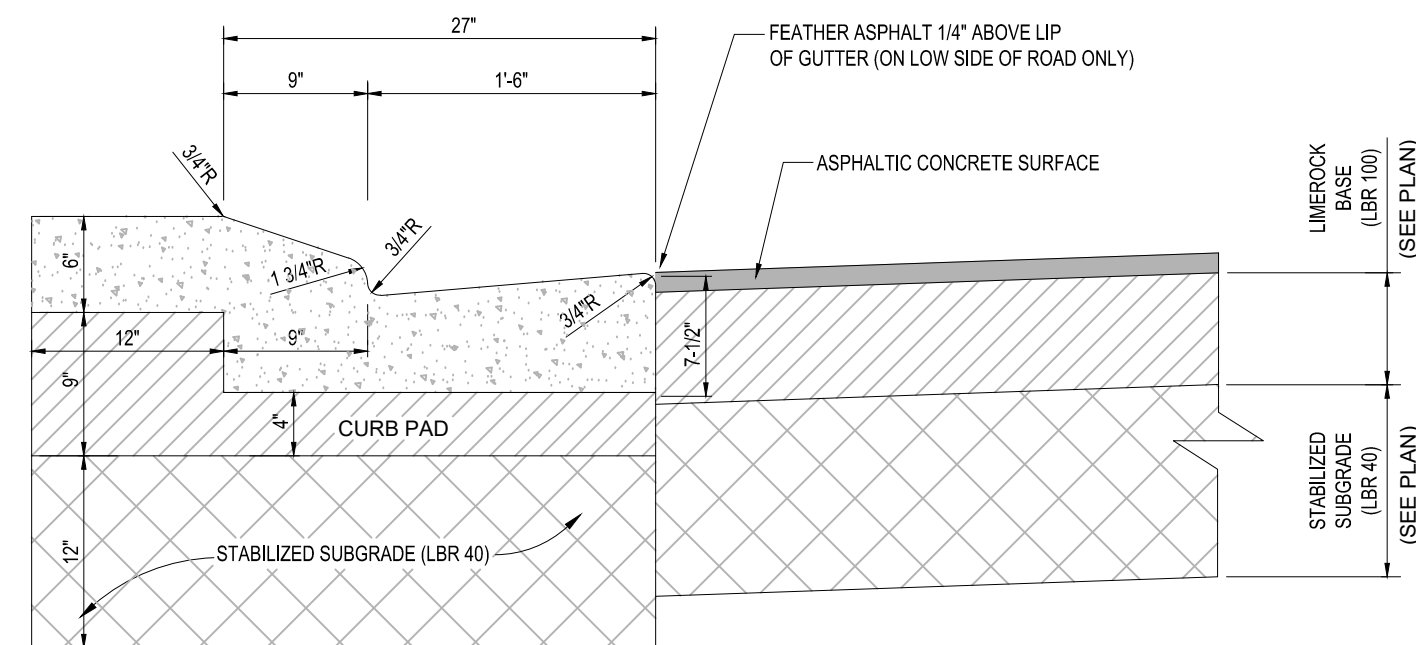
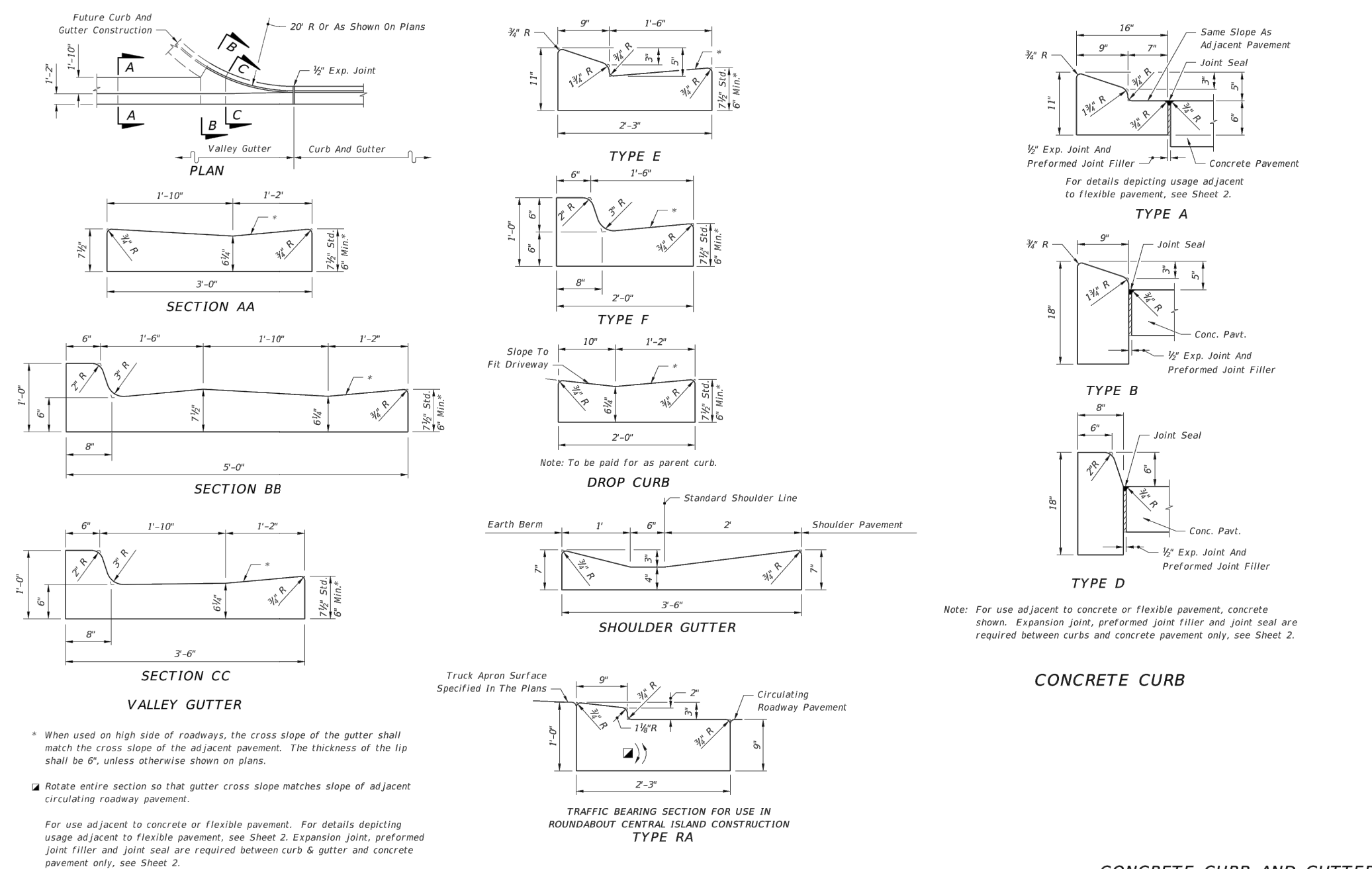
SCALE: NONE

6 TYPE G CURB RAMP DETAIL

SCALE: NONE

7 SIDEWALK DETAILS

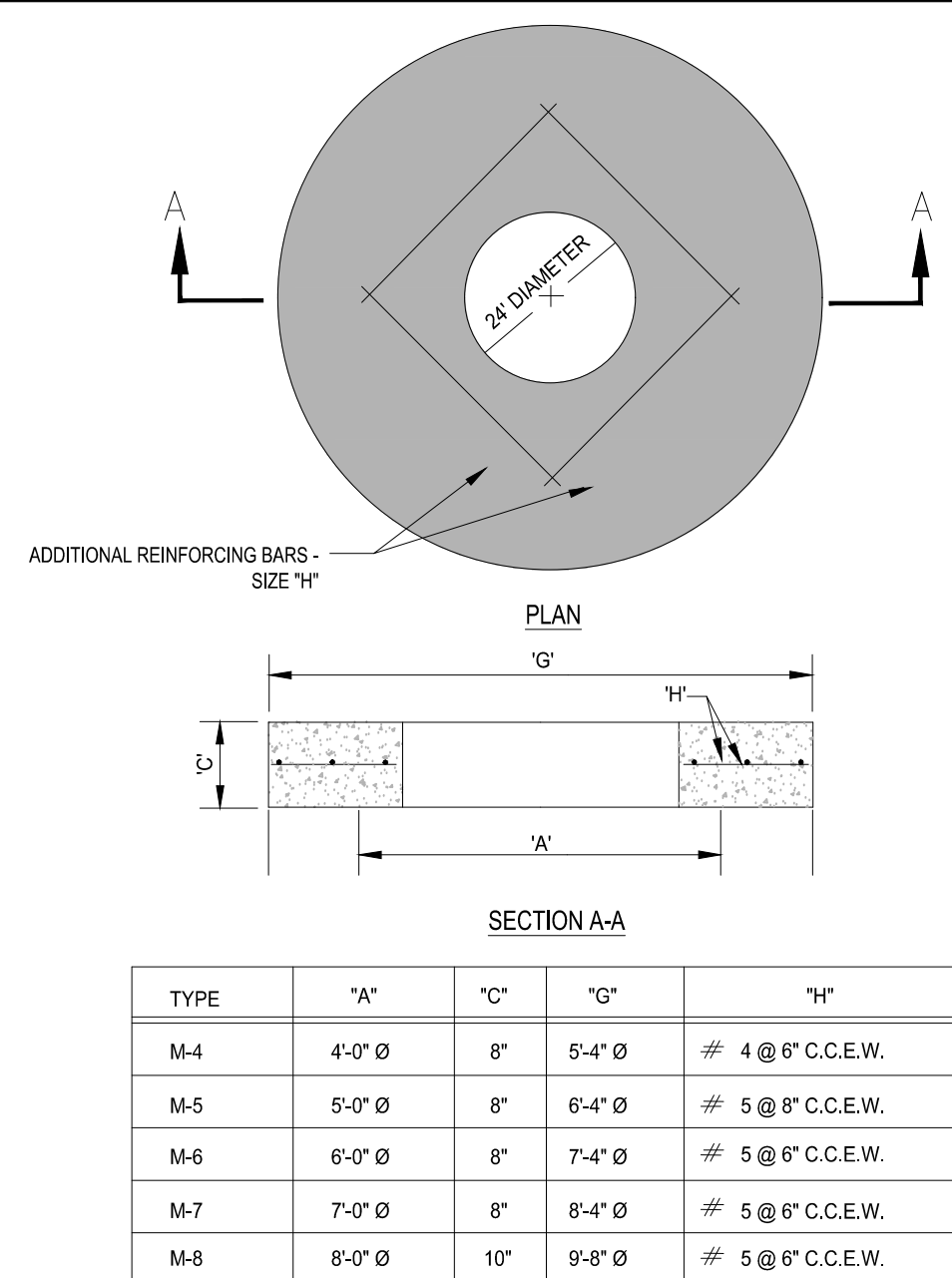
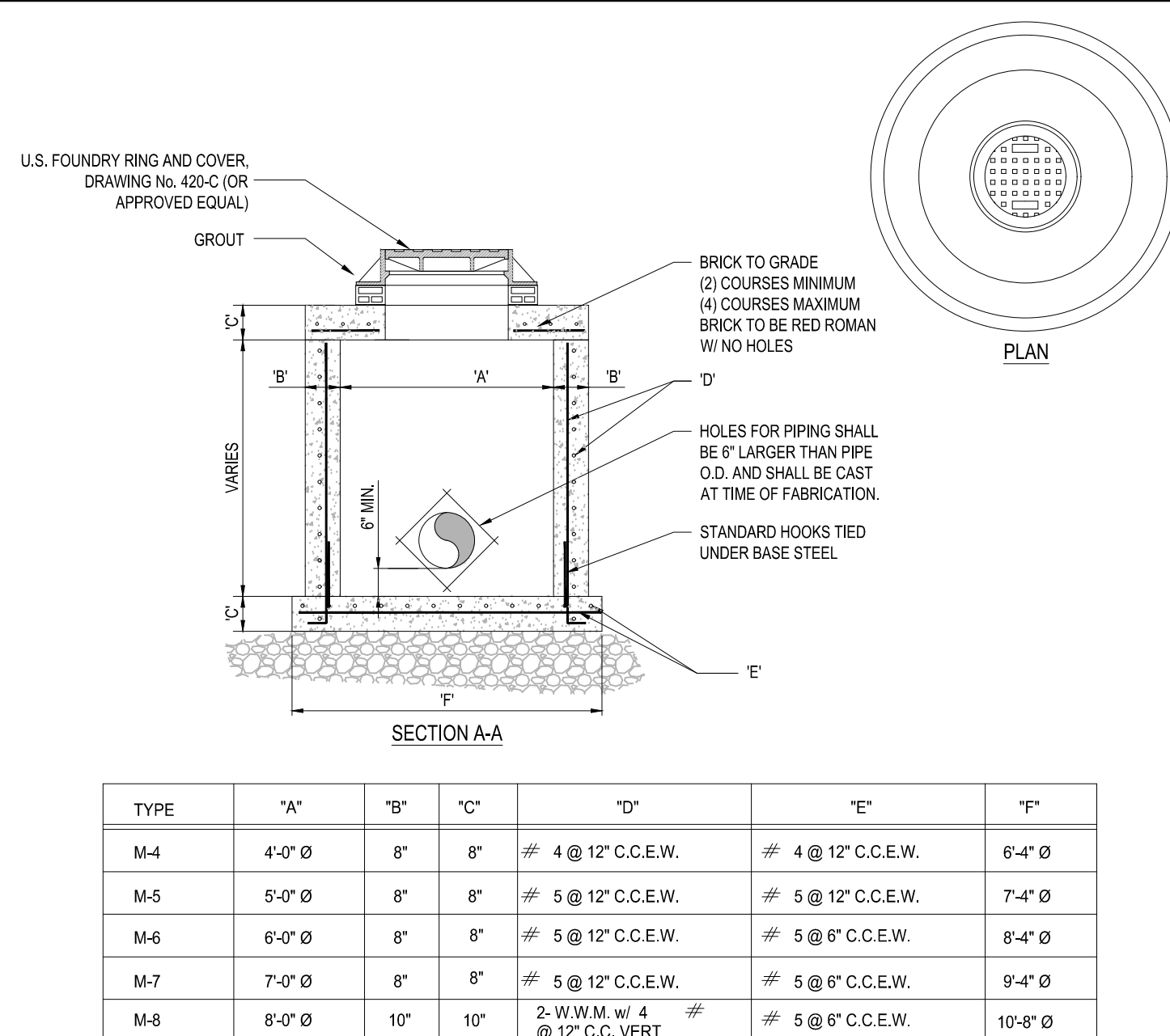
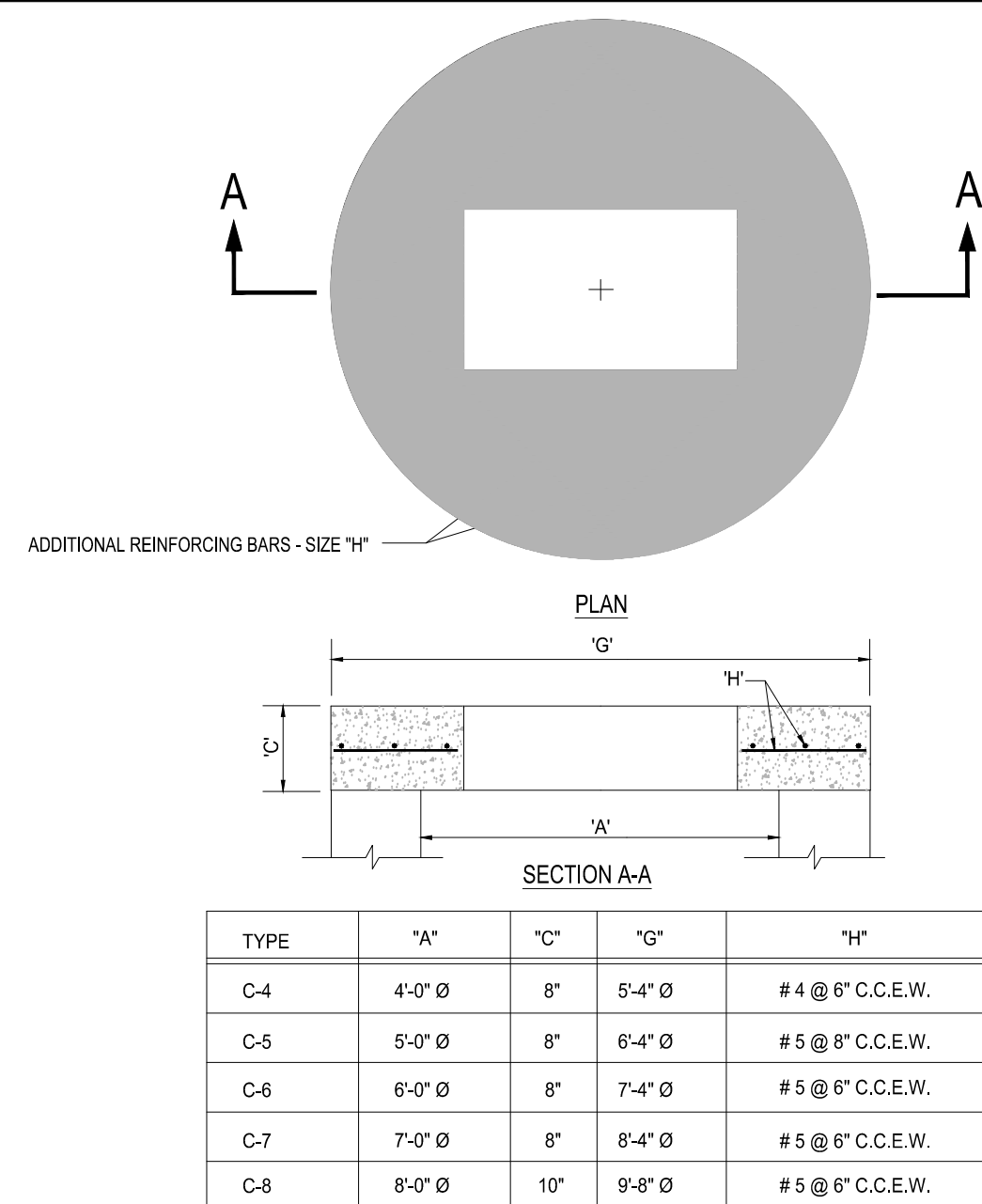
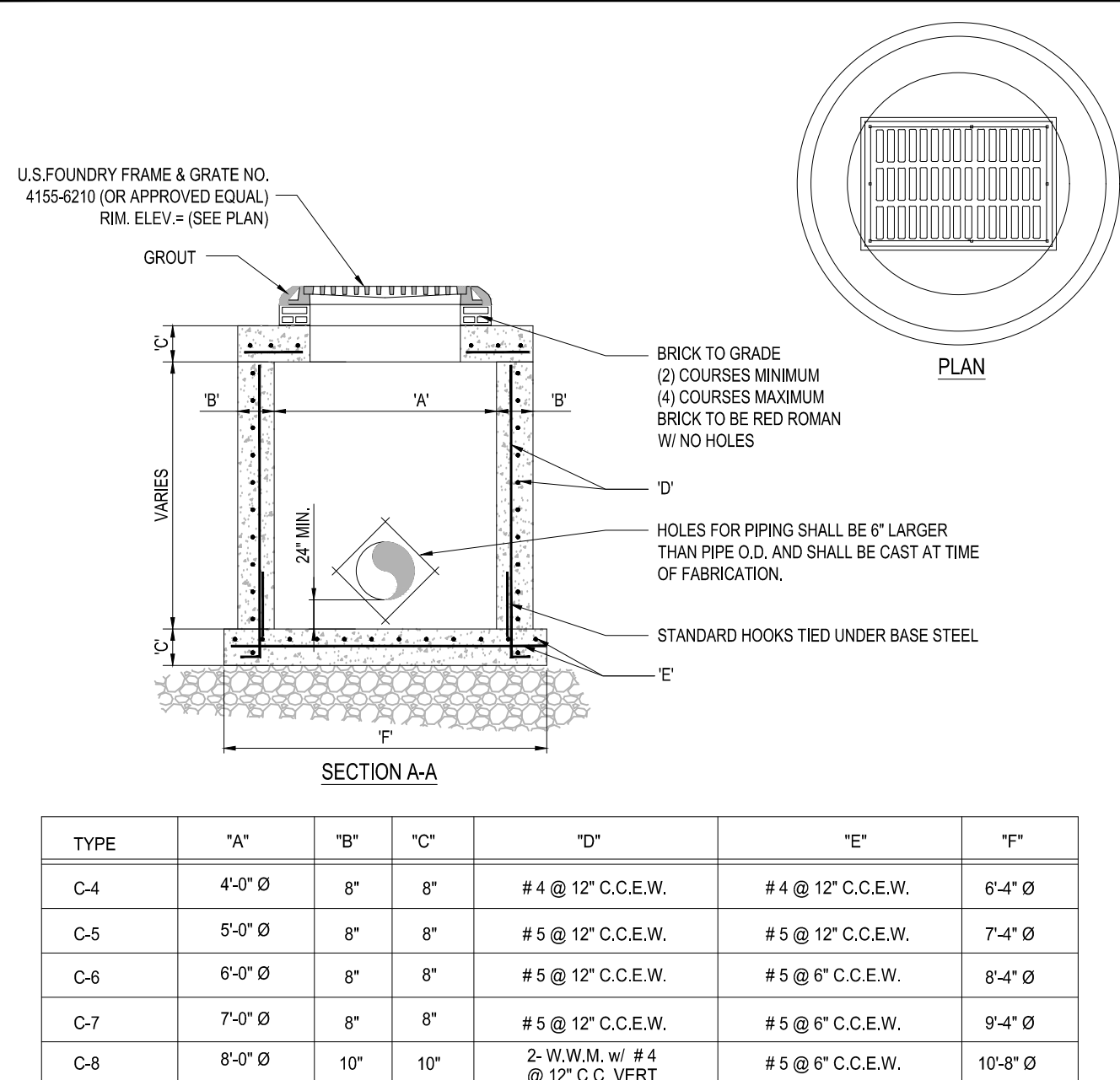
SCALE: NONE



- NOTE :**
1. WHEN USED ON HIGH SIDE OF ROADWAYS THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" INSTEAD OF 7 1/2".
 2. REFER TO FDOT INDEX 300 FOR NOTES AND DETAILS

8	TYPE "E" MODIFIED MOUNTABLE CURB
---	----------------------------------

NONE

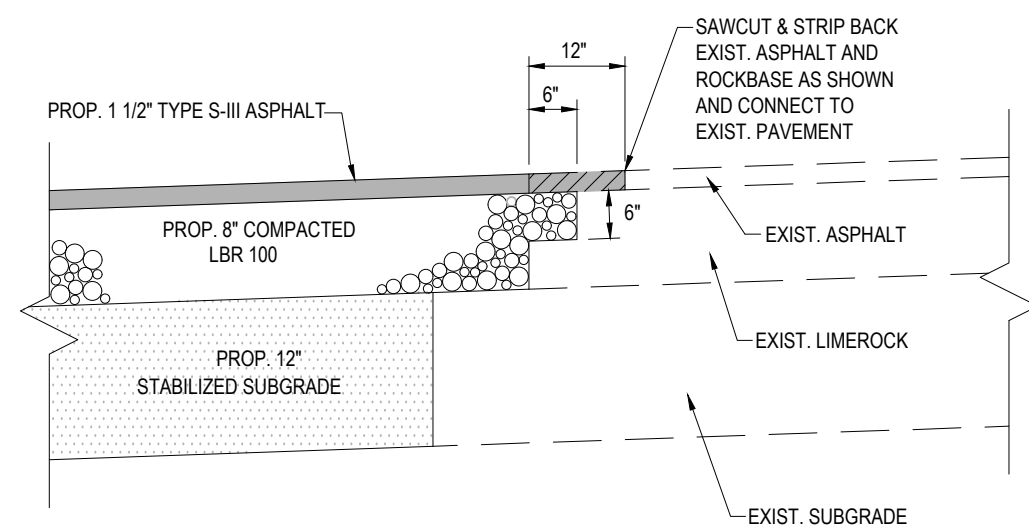


1	PRECAST CIRCULAR CATCH BASIN
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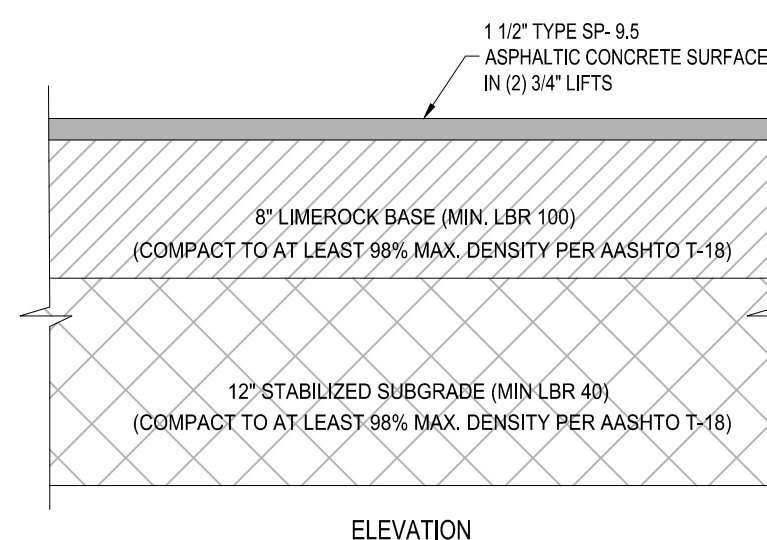
2	PRECAST CONCRETE-TOP SLAB
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3 PRECAST CIRCULAR DRAINAGE MANHOLE

PRECAST CONCRETE-TOP SLAB FOR DRAINAGE MANHOLES

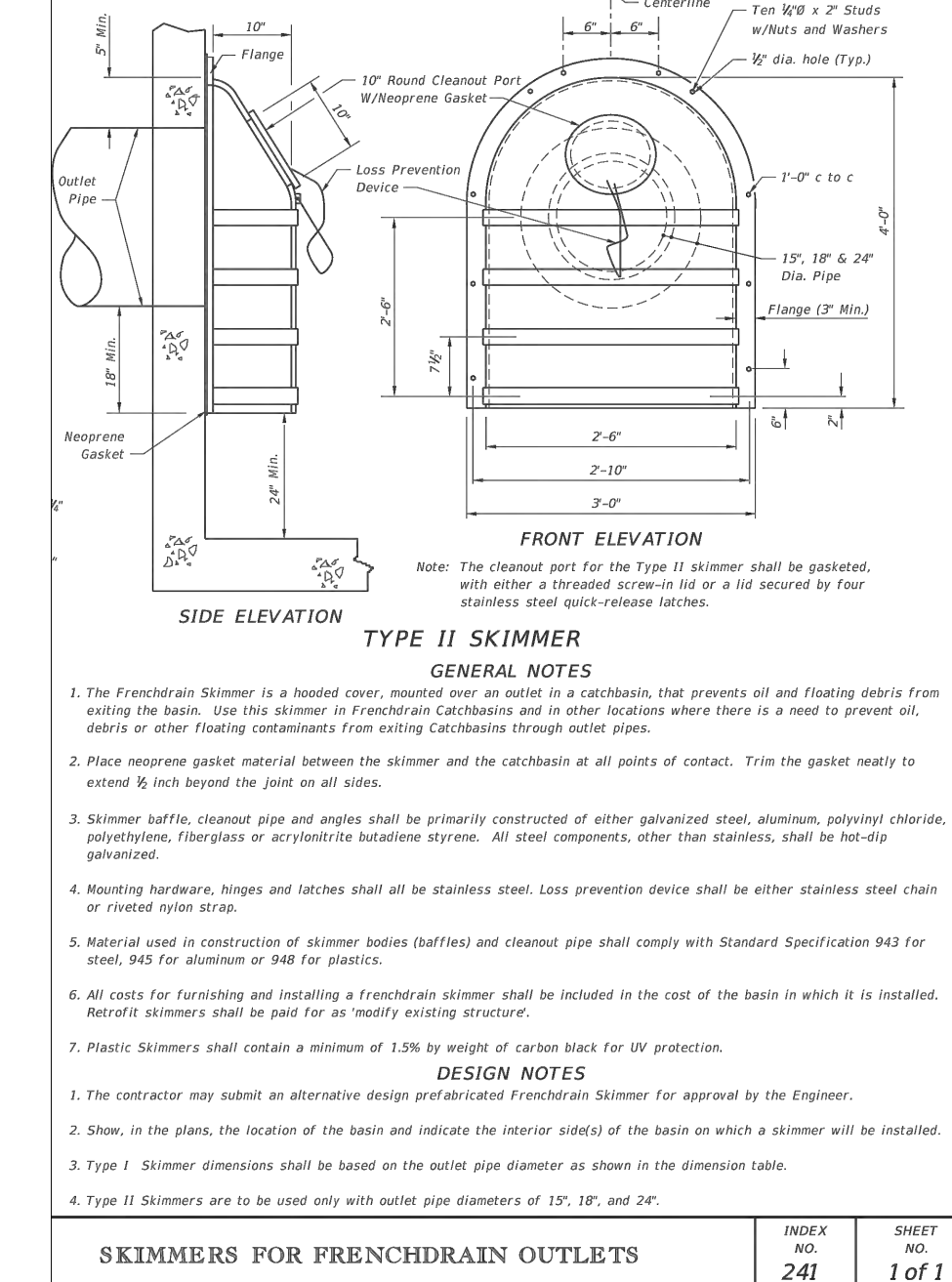
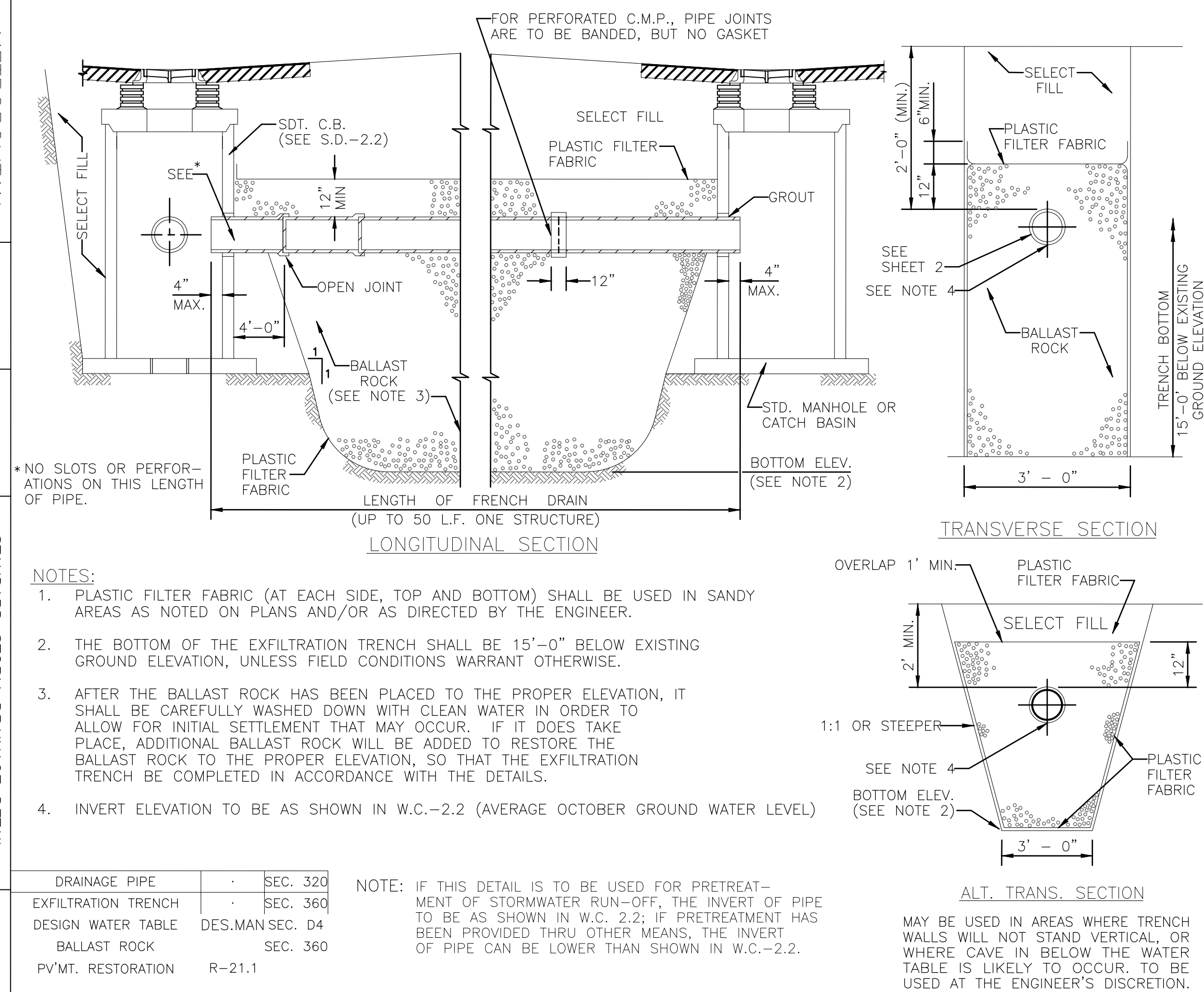


5	SAWCUT/MATCH ASPHALT PAVEMENT DETAIL
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NOTE:
PAVEMENT SECTION ASSUMES THE COMPLETE
REMOVAL OF ALL ORGANIC MATERIAL

6 ASPHALTIC CONCRETE PAVEMENT DETAIL



F H O M A S

E N G I N E E R I N G G R O U P

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PROJECT No.:	F190101
DRAWN BY:	JFV
CHECKED BY:	KND
DATE:	11-15-19
CAD ID.:	F190101 PGD DETAILS

PROJECT:

**MIAMI LAKES AUTO
MALL GARAGE**

— FOR —

ALI AHMED



KRISTIN N. DIPIERRO

PROFESSIONAL ENGINEER
June 18, 2020
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

**PAVING, GRADING &
DRAINAGE DETAILS**

SHEET NUMBER:



- ## PAVEMENT LEGEND
- A** WEARING SURFACE:
INSTALLATION OF 1-1/2" TYPE SP-9.5 ASPHALTIC CONCRETE SURFACE COURSE TO BE INSTALLED IN TWO (2) 3/4" LIFTS WITH TACK COAT BETWEEN LIFTS AND SHALL CONFORM TO THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR TYPE SP-9.5 ASPHALTIC CONCRETE.
- B** LIME ROCK BASE:
LIME ROCK BASE COURSE MATERIAL SHALL BE A MINIMUM 8" THICK AND COMPACTED TO AT LEAST 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (LBR 100).
- C** SUB-BASE:
INSTALLATION OF 12" STABILIZED SUB-BASE COMPACTED TO AT LEAST 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (MIN LBR 40).
- D** CONCRETE SIDEWALK:
INSTALLATION OF 4" THICK CONCRETE SURFACE (EXCEPT IN DRIVEWAYS WHERE IT SHALL BE 6" THICK) WITH MINIMUM STRENGTH OF 3,000 PSI AT 28 DAYS.

[illegible]

PROJECT No.:	F190101
DRAWN BY:	JFV
CHECKED BY:	KND
DATE:	11-15-19
CAD I.D.:	F190101 CROSS SECTIONS

PROJECT:

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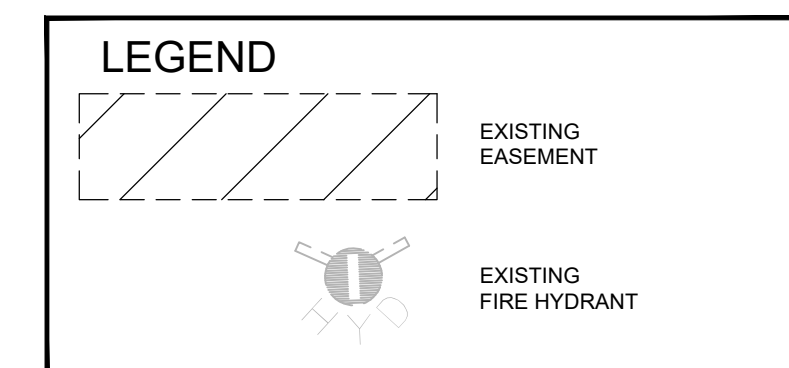
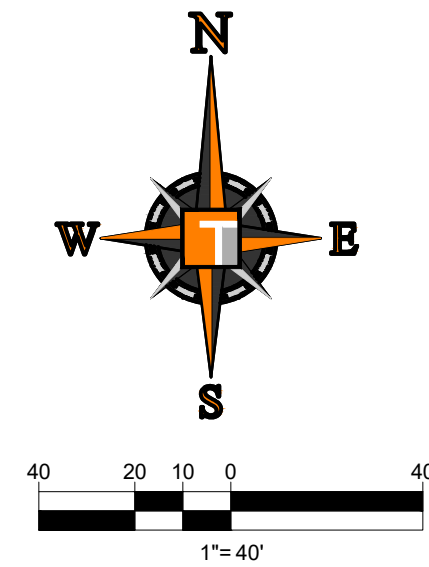
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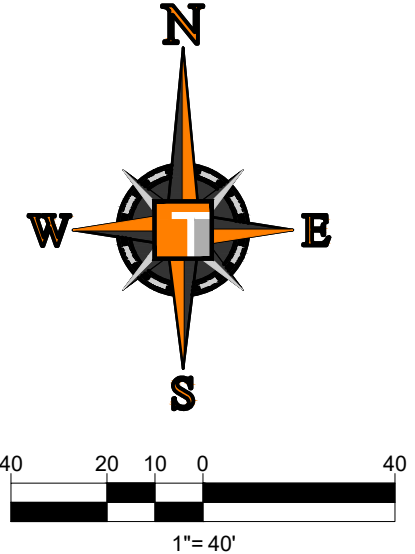
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CROSS SECTIONS

SHEET NUMBER: _____

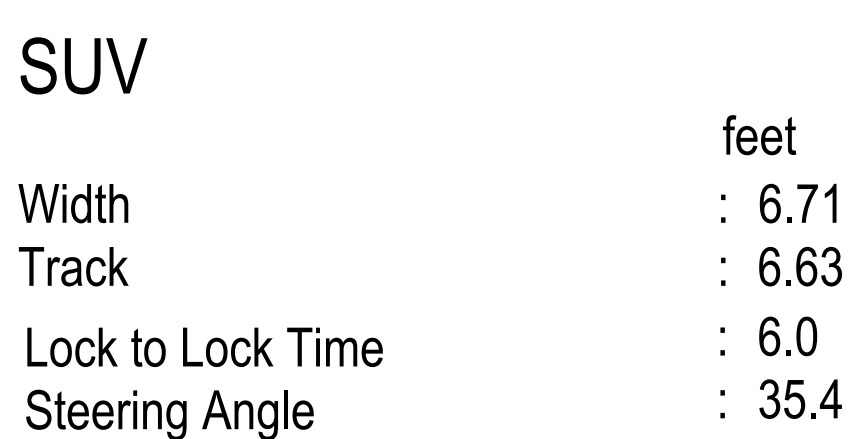
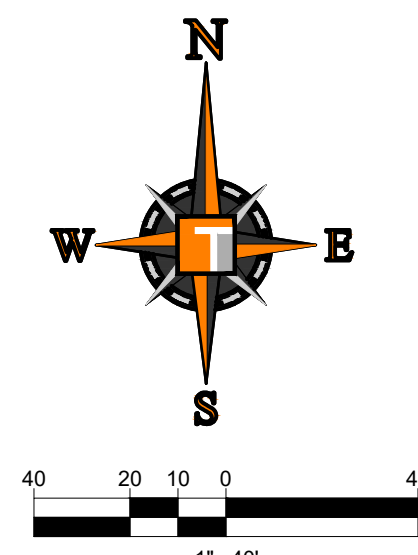
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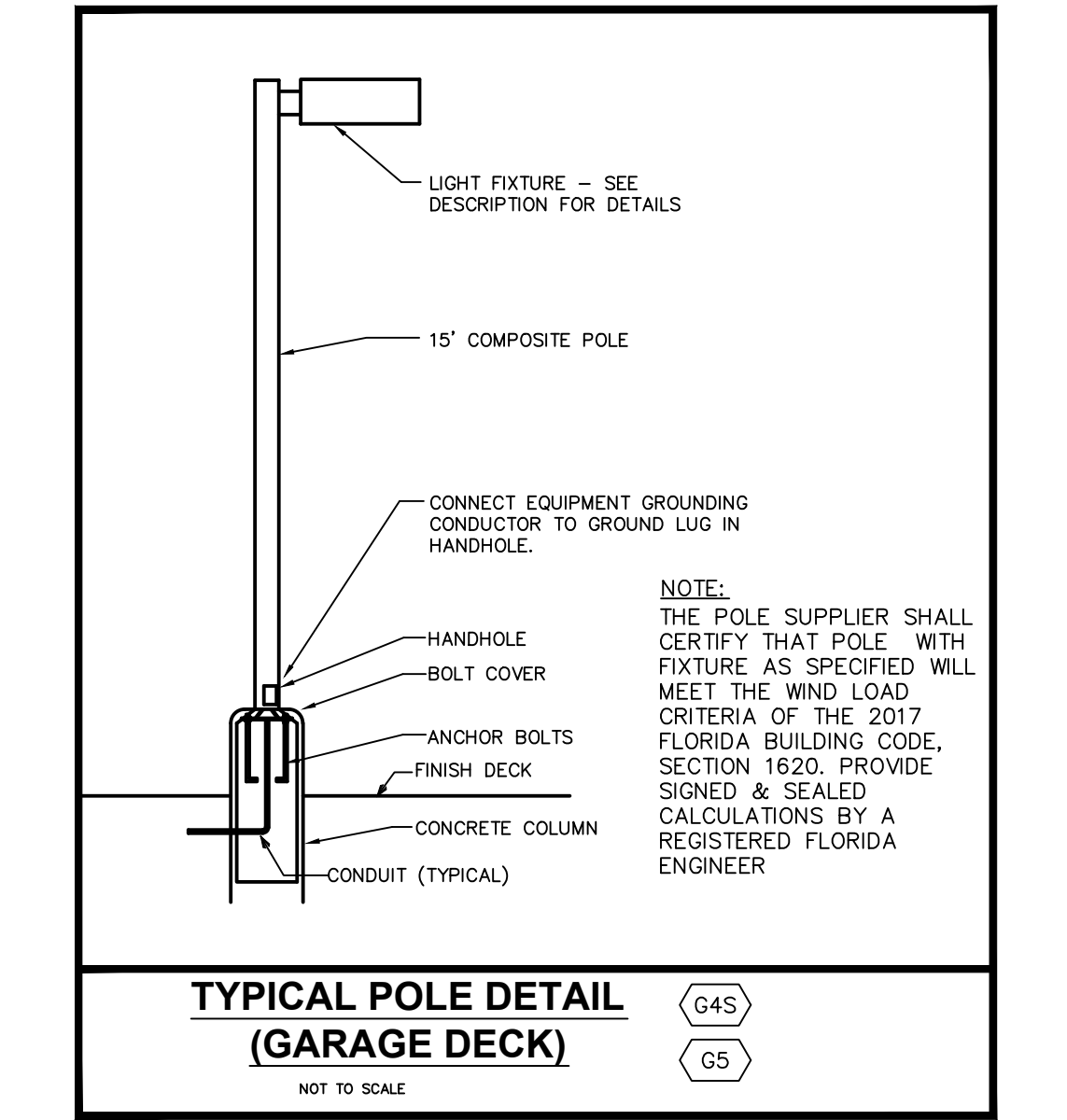
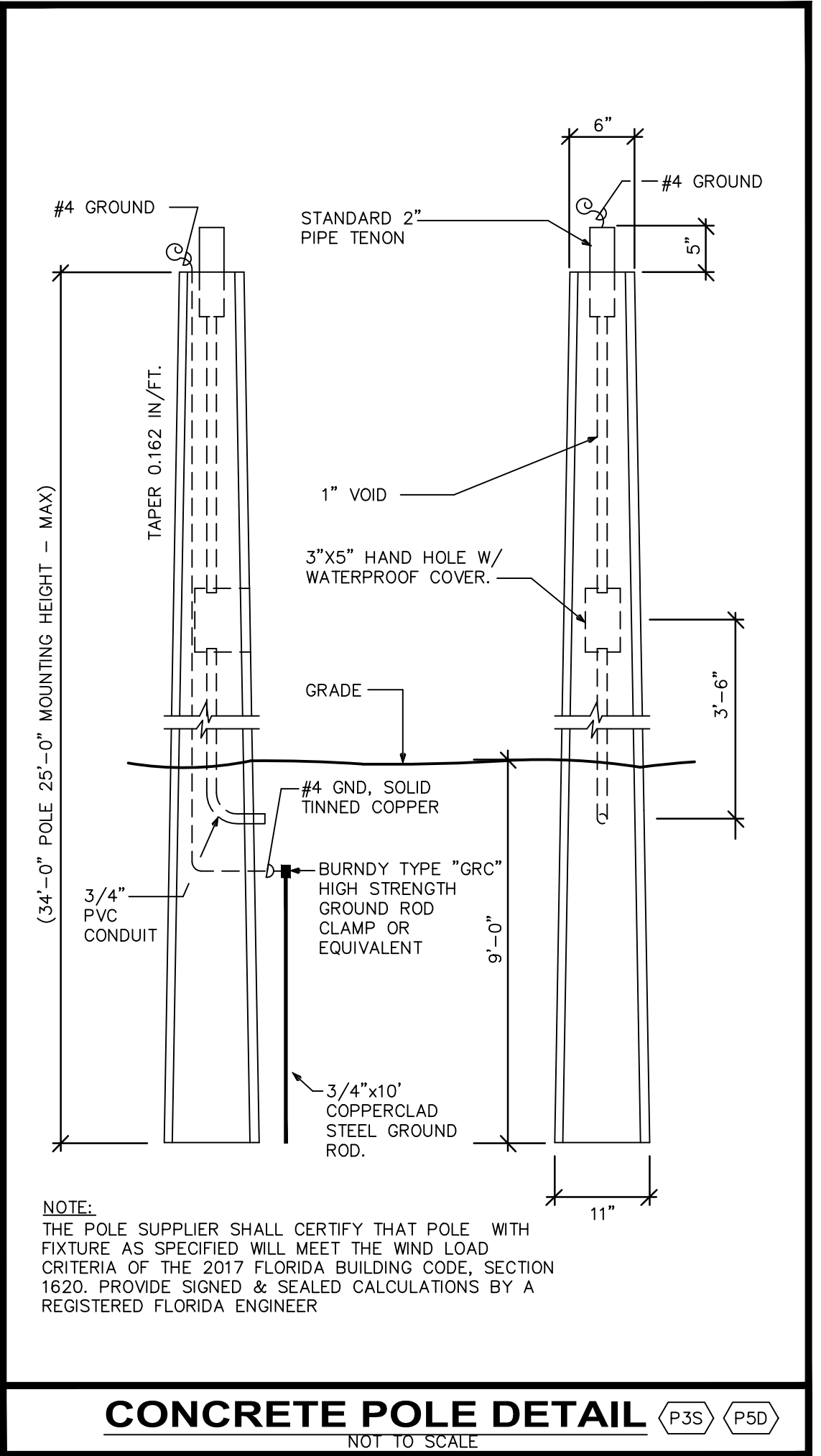
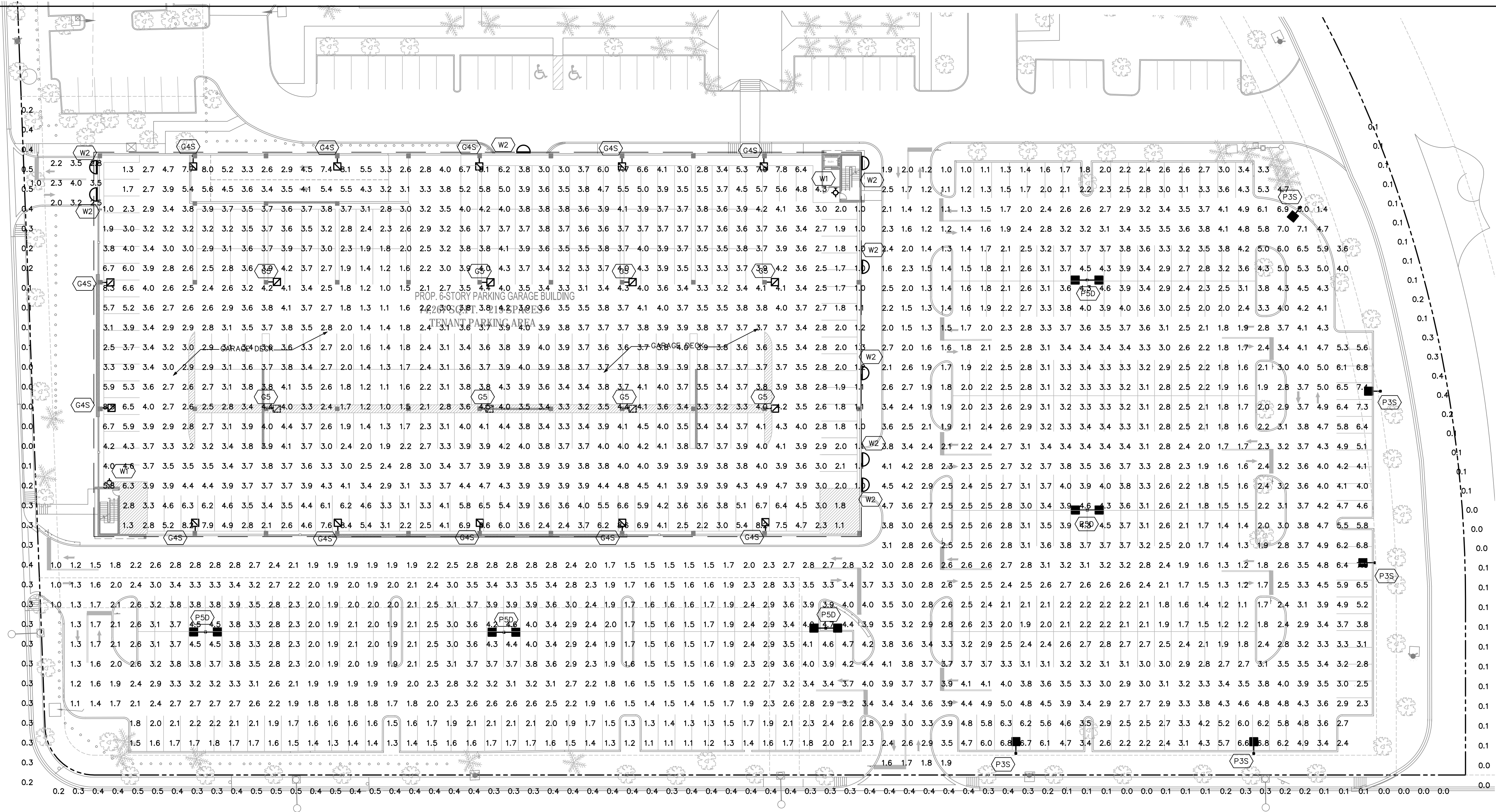




LEGEND	
R5-1	DO NOT ENTER SIGN
R1-1	STOP SIGN (30" x 30")
DY	DOUBLE YELLOW
W	WHITE
*	THERMOPLASTIC
DW	DOUBLE WHITE

[illegible]





Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Garage_Top_1	Illuminance	Fc	3.60	8.6	1.0	3.60	8.60
New_Parking_Planar	Illuminance	Fc	2.84	7.4	1.0	2.84	7.40
NW 59th Entrance_Planar	Illuminance	Fc	2.70	4.0	1.0	2.70	4.00
PROPERTY EAST	Illuminance	Fc	0.12	0.4	0.0	N.A.	N.A.
PROPERTY SOUTH	Illuminance	Fc	0.31	0.5	0.0	N.A.	N.A.
PROPERTY WEST	Illuminance	Fc	0.24	0.5	0.0	N.A.	N.A.

Luminaire Schedule								
Symbol	Label	[MANUFAC]	Description	Qty	Arrangement	Total Lamp Lumens	LLF	Lum. Watts
	G4S	Gardco by Signify	ECF-S-48L-900-NW-G2-4-HIS	12	SINGLE	N.A.	0.840	135.1
	G5	SIGNIFY GARDCO	ECF-S-48L-900-NW-G2-5W	8	SINGLE	N.A.	1.000	135.1
	P3S	SIGNIFY GARDCO	ECF-L-96L-1A-NW-G2-3-HIS	5	SINGLE	N.A.	0.840	316.4266
	PSD	SIGNIFY GARDCO	ECF-L-80L-900-NW-G2-5W	5	D180	N.A.	0.900	224.8768
	W1	SIGNIFY GARDCO	PWS-140L-450-NW-G2-4-UNV	2	SINGLE	N.A.	0.840	22.3
	W2	SIGNIFY GARDCO	PWS-140L-1150-NW-G2-3-UNV	8	SINGLE	N.A.	0.840	52.2

SITE PHOTOMETRIC PLAN

ISSUED FOR PERMIT12-9-19

ISSUED FOR CONSTRUCTION-

KAMM CONSULTING PROJECT #2019-0787
PROJECT MANAGER: ART KAMM

1407 West Newport Center Drive
Deerfield Beach, Florida 33442
Phone 954.949.2200 Fax 954.949.2201
engineering@kammconsulting.com
Certification of Authorization #8189

3-18-2020
date
checked by:
A/E
DATE:
11/08/2019

REVISIONS:
SITEPLAN REVISED
3-3-2020

CONSULTANT

STILES ARCHITECTURAL GROUP
301 East Las Olas Blvd
Fort Lauderdale, Florida.
954 - 627- 9180 33301
FL REG #AA-26001798

MIAMI LAKES
AUTO MALL GARAGE

5875 NW 103rd STREET
MIAMI LAKES, FLORIDA, 33014

SITE
PHOTOMETRIC PLAN

E1.1

PROJECT NO.
74064
DRAWN BY:
K.W
CHECKED BY:
A/E
DATE:
11/08/2019



Planning Division
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Mayor and Members of the Town Council

From: Ed Pidermann, Town Manager

Subject:
HEARING NUMBER: PHSP2019-0670
APPLICANT: MIAMI LAKES CENTER LLC
FOLIO: 32-2013-015-0030
LOCATION: 5875 NW 163 ST,
Miami Lakes, FL 33014
ZONING DISTRICT: IU-C
FUTURE LAND USE: Industrial
Date: AUGUST 18, 2020

A. REQUEST(S)

In accordance with Section 13-304(h) of the Town of Miami Lakes Land Development Code (LDC), MIAMI LAKES CENTER LLC (the "Applicant") is requesting Site plan and conditional use approval for new construction of a five-story a parking garage with accessory parking and sales vehicle storage.

B. SUMMARY

The site is a 10.71-acre lot located east of NW 59th Avenue, between NW 163rd Street and NW 165th Terrace. It contains an existing 152,526 square foot office building, situated at the northern portion of the property, with the remainder dedicated to surface parking. The Applicant's site plan proposes a five-story parking structure to provide required accessory parking to the uses at the existing office building, as well a vehicle storage for nearby existing automobile sales businesses fronting the Palmetto expressway. The structure provides 219 parking spaces for tenant parking, and 1,254 spaces for vehicle storage. As part of this application, a conditional use for the accessory parking is requested.

The property is currently zoned IU-C, Industrial Use Conditional, and the Future Land Use designation is Industrial and Office.

C. STAFF RECOMMENDATION

It is recommended that the Town Council approve the application for Site Plan, subject to the following conditions:

1. The project shall be developed in substantial compliance with the approved Site Plan.
2. Prior to the issuance of a building permit authorizing any construction, all required impact fees, including Mobility Fees, must be paid in full.
3. Prior to permitting, all civil engineering plans must be finalized and in substantial compliance with the Site Plan, including any additional modifications as required by the Public Works director.
4. The proposed sidewalks shall be increased to six feet in width.
5. The Applicant will work with staff to ensure that the final design and location of all sidewalks respect any existing specimen street trees, including, where necessary the use of flexible pavement materials and limited encroachments of portions of the sidewalk into private property.
6. All planting materials, but particularly those designed to screen the garage from public rights-of-way, shall be carefully maintained and replaced as needed to continue to serve their function.
7. Prior to permitting, the project shall secure all approvals for water and sewer and shall receive approval from the Miami-Dade Fire Rescue Department.
8. The Applicant shall obtain a Certificate of Use (CU), upon compliance with all the terms and conditions of this approval, the same subject to cancellation by the Town upon violation of any of the conditions. Business tax receipt shall be obtained if applicable.
9. The Applicant shall obtain all required building permits, within one (1) year of the date of this approval. If all required building permits are not obtained or an extension granted not within the prescribed time limit, this approval shall become null and void.
10. Compliance with all other applicable laws not specifically identified herein.
11. All fees associated with this request that are owed to the Town be paid in full prior to issuance of development order.

D. BACKGROUND

Zoning District of Property: IU-C – Industrial Use Conditional

Future Land Use Designation: Industrial Office

Subject Property:

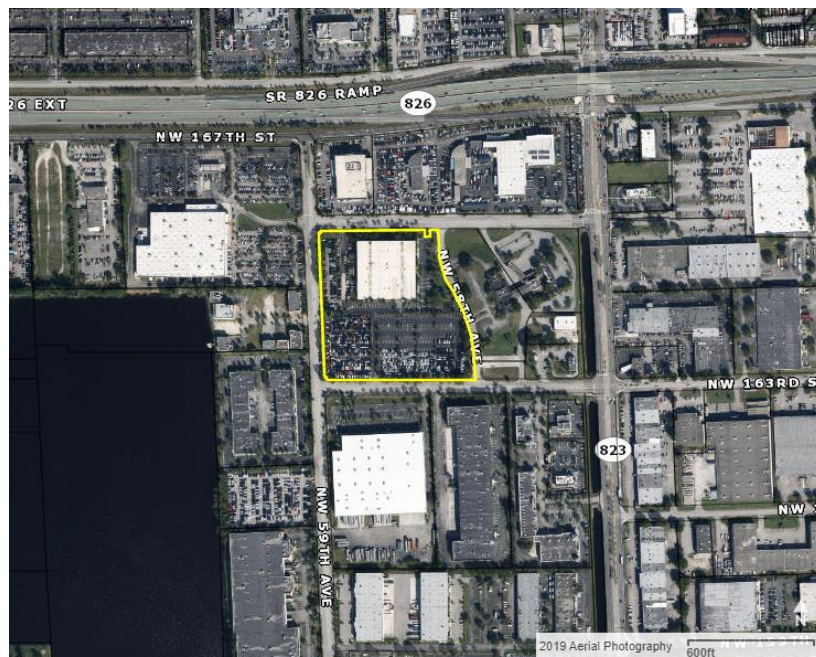
The site is a 10.71-acre lot located east of NW 59th Avenue, between NW 163rd Street and NW 165th Terrace. It contains an existing 152,526 square foot office building, situated at the northern portion of the property, with the remainder dedicated to surface parking.

The existing building contains office space and houses as well the space proposed for Southeastern College, recently approved by the Town Council as a Conditional Use during the July 14th hearing.

Surrounding Property:

	Land Use Designation	Zoning District
North:	Business Office	BU-1A – Limited Business District
South:	Industrial Office	IU-C – Industrial Use Conditional
East:	Industrial Office	IU-C – Industrial Use Conditional
West:	Business Office	BU-2 – Special Business District

Subject Property Location Map:



E. ADJACENT MOBILITY PROJECTS

On April, 25, 2016, the Town Council of the Town of Miami Lakes adopted Ordinance No. 16-192, establishing the Town's Mobility Fee Program. The program is a replacement for traditional transportation concurrency review as provided for by Florida Statutes, and seeks to enhance internal Town mobility through the use of several modalities. The comprehensive approach identifies specific projects throughout the Town, all aimed at improving traffic and mobility improvements. The projects identified below have been adopted by the Town Council as part of that initiative and are described herein due to their adjacency to the proposal that is the subject of this report.

Initiative: Freebee Extension Services to Regional Transit.

Status: Town secured funding from FDOT for FY 2020. The Town is extending the Freebee transportation services for commuters within the Town of Miami Lakes or adjacent municipalities. The program is intended to connect passengers from two Park-and-Ride locations: (1) Town Hall, and (2) Picnic Park West, to the Palmetto Metrorail Station during peak hours from 6:00 AM to 9:00 AM, and 4:00 PM to 7:00 PM.

Initiative: 59th Avenue Roadway Extension.

Status: Town secured funding through grants from FDOT and is coordinating with Miami-Dade County Public Works and Transportation to secure funding through Miami-Dade County road impact fees. The project is in the design and land acquisition phase.

F. FISCAL IMPACT

The project, if constructed will be subject to impact fees for Police, Fire, Road and Mobility. The following is an estimate based on current fees and supplied data. Final fee calculation shall be completed at time of permitting.

Land use	Square Feet	Police Impact Fee	Fire Impact Fee	Road Impact Fee	Mobility Fee	TOTAL
Parking garage	447,762	\$178,567.49	\$638,642.94	\$2,167,929.28	\$96,338.68	\$3,081,478.38
Estimated Property Value	\$8,000,000.00					
Millage Rate	2.3127					
Ad Valorem	\$18,501.60					

Estimated value of the property at certificate of occupancy is 8 million dollars which could potentially result in annual ad-valorem tax revenue of \$18,501.60.

G. OPEN BUILDING PERMITS/CODE COMPLIANCE CASES

There are currently no open code violations for his property.

H. ANALYSIS

The following analysis shall be performed in two (2) parts. The first portion shall analyze the site plan portion of the request pursuant to the criteria provided at Subsection 13-304(h); the second section will analyze the Conditional use portion of the request pursuant to the criteria at Subsection 13-303(b).

Site Plan Criteria

Subsection 13-304(h) provides specific criteria for review of a site plan. All portions of this report are incorporated into this Site Plan Criteria analysis. These criteria are listed below, with Staff Comments for each:

- (1) In what respects the plan is or is not consistent with the Comprehensive Plan, the purpose and intent of the zoning district in which it is located and any design or planning studies adopted by the Town Council that include recommendations applicable to the design of the site under review.

The following is a review of the relevant Goals, Objectives and Policies of the Town's Comprehensive Master Development Plan (Comp Plan). It is followed by a review of the Land Development Code provisions.

Policy 1.1.2: The following future land use categories are contained in the Town's Future Land Use Map:

***Industrial and Office (IO)** - Industries, manufacturing operations, warehouses, mini-warehouses, office buildings, wholesale showrooms, distribution centers, merchandise marts and similar uses are allowable within the Industrial and Office designation. Also included are construction and utility equipment maintenance yards, utility plants, public facilities, hospitals and medical buildings. Limited commercial uses to serve the firms and workers in IO areas are encouraged, dispersed as small business districts and centers throughout the industrial areas. Hotels and motels are also authorized. Free-standing retail and personal service uses larger than 10 acres in size are prohibited in these areas because they would deplete the industrial land supply and they are better located in commercially designated areas and in closer proximity to residential areas. Freestanding retail and personal service uses which are 10 acres and less in size should front on major access roads, particularly near major intersections. In addition, uncommon commercial uses such as amusement uses and others with unusual siting requirements may also be considered on a conditional basis at appropriate locations. The specific range and intensity of uses appropriate in IO areas vary by location as a function of such factors as availability of public services, roadway access and neighborhood compatibility. Special limitations may be imposed on uses in IO where necessary to protect environmental resources, including wellfield protection areas. Through the assignment of zoning districts and special conditions, the specific range and intensity of uses appropriate for a particular site will be determined. This category requires a minimum of 10% landscaped open space (15% when abutting a residential site), and a minimum lot area of 5,000 square feet. The maximum height permitted in this category is seven (7) stories.

Mixing of residential use with light industrial, commercial, office and hotels is also allowable on a conditional use basis with residential being limited to the density of the adjacent residential future land use category, and other uses being limited in size, impact and by standards contained in the BO category and the LDC for mixed-use projects. If no residential areas exist adjacent to a subject site, then the Medium Density land use category is allowed.

However, residential use shall not be developed on over 15% of the area of any individual site.

Analysis: Vehicle storage uses are permitted within the IO designation. Scale and intensity are based on site size, availability of services, accessibility, proximity and scale of adjacent residential uses. The property is a large accessible site, with utilities in close proximity. The property is not adjacent to residential uses. The proposal would therefore comply with this policy.

Finding: Complies.

Policy 2.1.8: In-lieu of traditional transportation concurrency, the Town shall mitigate the mobility impacts of development and redevelopment and provide a portion of funding needed to implement the improvements identified in the Element, through a mobility fee.

Analysis: See Section E, Adjacent Mobility Projects. The project is proposed at 447,762 square feet of vehicle storage space, of which 74,627 sf are proposed as accessory parking for the adjacent office building and the resulting 373,135 square feet will be used as passive vehicle storage and are therefore treated, for the purposes of fee calculations, as warehouse use. The number of trips is therefore calculated only for the 373,135 square feet proposed for storage at a rate of 1.49 daily trips per 1000 sf and with a Mean Auto Occupancy rate of 1.082. The resulting number of trips is 555.97 daily trips which conversely results in 602.12 individual trips. The ensuing mobility fee will be assessed at the rate prior to the rate change approved by the Council on December 10, 2019, and amended on April 21, 2020, as the application was already under process at the time of approval. The resulting mobility fee at the rate of \$160 per individual trip is \$96,338.68. No building permit shall be issued related to the requested site plan until the mobility fee is paid in full.

As provided at Section E, the town has included in its Comprehensive Master Development plan a number of mobility projects in and around the proposed development. The fee paid by the applicant may be used to fund those projects.

Finding: Conditionally complies pursuant to payment of mobility fee. No building permit related to the site plan shall be issued until said fee is paid in full.

Policy 2.2.4: For purposes of capital improvements planning, the Town hereby adopts the following pedestrian level of service standards:

Detached sidewalks: By 2030, 90 percent of all lineal street footage in Miami Lakes (excluding limited access expressways and ramps thereto) shall include sidewalks separated from the vehicle lanes by a swale/street tree planting area with appropriate street trees.

Analysis: The applicant is providing sidewalks around part of the perimeter of the site, where no sidewalks exist today. Staff has requested six-foot sidewalks along 59th Ave and 163 St. although eight to ten-foot sidewalks would be preferable, particularly within the context of complete streets, the existing right-of-way does not allow for anything wider than a six-foot sidewalk. The applicant currently is proposing five-foot sidewalks.

Finding: Partially Complies. Providing sidewalks is both a requirement of the LDC and of the Comprehensive Plan and minimum six-foot sidewalks are recommended by the street master plan.

(2) In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.

Analysis: See Section B, Summary; Section E, Mobility Projects and Subsection H (1). Section B provides a full explanation as to the applicable regulations applied to the subject property and Section E describes the nearby mobility projects. Except for the size of the sidewalks provided, the proposed project complies with requirements of the Town Code of Ordinances. Sec. 35-3, which contains the requirement to provide sidewalks for new construction, is part of the Code of Ordinances at Chapter 35, but is not part of the LDC (Land Development Code) which is contained within Chapter 13 of the Code of Ordinances; for this reason, a variance request is not available for this requirement.

Finding: Partially complies.

(3) In what respects the plan is or is not in conformance with Town code requirements including:

- a. The design and construction of streets, utility facilities and other essential services as may be required by the Town or other governmental agencies.
- b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impacts on residential development.

Analysis: See Section E, Mobility projects and Criteria 1 and 2 of this analysis. The project does not require the dedication of additional rights-of-way or internal streets. The project is contributing \$ \$96,338.68 towards Town's Mobility Program. The site plan provides for proper on-site vehicular movements with full surface level parking and garage parking facilities.

Finding: Conditionally complies upon payment of applicable mobility fees and appropriately sizing sidewalk facilities.

(4) In what respects the plan is or is not consistent with good design standards in respect to all external relationships including but not limited to:

- a. Design and architectural standards as provided at section 13-311.
- b. Disposition of open space, use of screening or buffering where appropriate to provide a logical transition to existing, permitted or planned uses on adjoining properties.
- c. Landscaping that enhances architectural features, strengthens vista and important axes, provides shade, blocks noise generated by major roadways and intense-use areas and, to the maximum extent practicable, preserves existing trees on-site.
- d. All outdoor lighting, signs or permanent outdoor advertising or identification features shall be designed as an integral part of and be harmonious with building design and the surrounding landscape.
- e. Service areas shall be screened and so located as to minimize or eliminate visibility, to the greatest extent possible, from the public right-of-way and other properties.
- f. Design of the site shall ensure adequate access for emergency vehicles and personnel.

- g. Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.

Analysis: See analysis provided at Criterion 2 and 3 above. The project proposes a single building, five (5) stories in height of contemporary design, loosely based on Modern Architectural styles. As proposed, the scale is compatible with adjacent developments, as many existing buildings fronting 59th Ave are four to five stories in height. The proportions of the main façade, as perceived from 59th avenue, are approximately 1:2.5 height to width ratio, with the resulting rectangular shape broken up by the use of central element, and a varying roofline featuring a corner parapet at the corner with 163 St. and changes in material. The side facades are similarly articulated, using both vertical and horizontal elements, shifting planes, and an emphasized corner feature. The project proposes planters in parts of the main facades facing streets to attempt to partially screen the vehicles from view, as well as a line of hedges lining the ground floor to that effect.

The project complies with landscape requirements, and it includes 23 new street trees.

The proposed lighting is both adequate and harmonious with both the building and the landscape.

The applicant shall have obtained preliminary approval from Miami-Dade County Fire Rescue Department and appropriate measures for energy and water conservation are proposed.

Finding: Conditionally Complies provided plant materials are properly maintained to continuously screen the parking areas.

- (5) In what respects the plan is or is not in conformance with the Town policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

Analysis: The application conforms with the Town's requirements concerning sufficiency of ownership.

Finding: Complies

Conditional Use Criteria

This section applies only to the existing parking area, proposed as additional and required parking for the proposed development.

1. Land Use Compatibility.

Analysis: The proposed use of an accessory parking garage is allowed and compatible with adjacent uses.

Finding: Complies

2. Sufficient Site Size, Site Specifications, and Infrastructure to Accommodate the Proposed Use.

Analysis: See section (4) above. The proposal is adequate to accommodate the proposed use.

Finding: Complies

3. Compliance with the Comprehensive Plan and Land Development Code.

Analysis: Per Policy 1.1.2 of the Comprehensive Plan, Industrial and Office (IO) Land Use Designation accommodates a full range of industrial and office uses and accessory uses, and accessory parking is included in this.

Finding: Complies

4. Proper Use of Mitigative Techniques.

Analysis: The project will contribute appropriate impact fees to mitigate impacts to services.

Finding: Complies

5. Hazardous Waste.

Analysis: There are no hazardous materials nor hazardous wastes associated with this use.

Finding: Complies.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Josh Dieguez
Subject: Green Vehicle Policy
Date: August 18, 2020

Recommendation:

I move to make it the Town's official policy that any future vehicles purchased by the Town be environmentally friendly, such as hybrids. This proposal also contemplates a requirement that any resolution presented to the Council for the procurement of government vehicles to state how the vehicles to be acquired meet the environmentally friendly requirement of this new policy.

Fiscal Impact: TBD

Funding Source for Implementation:

Timeline for Implementation:

Guiding Principles: 2, 6, 14

Objectives: 1, 6



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Honorable Councilmember Jeffrey Rodriguez

Subject: Aluminum Patio Roof

Date: August 18, 2020

Recommendation:

I would like to discuss the possibility of allowing certain aluminum patio roofs with specific style and design requirements to be set by this Council and the Town's planning department.

In 2002 the Town Council voted to stop the installation of aluminum patio roofs presumably because the aluminum patio roofs of that time were not up to par with the aesthetics of our Town.

Aluminum patio roofs have evolved significantly since 2002. There are now numerous colors, designs, shapes and finishes. They can also come with customizations such as insulation. They can be built to look like structural roofs with two or more slopes. Some designs imitate wood patio roofs, wood pergola imitation and can incorporate stone work with supporting columns.

I agree that the aluminum roofs of the past were plain in design and not necessarily aesthetically pleasing. However, aluminum patio roofs today look completely different and in some cases identical to a wood structure patio roof as evidenced in the photo slideshow I have attached with this item (courtesy of a Town resident).

In my opinion allowing certain styles of aluminum patio roofs will provide our residents an option that is both affordable and aesthetically appealing, and will continue increasing property values in our Town.

Therefore, I would like to make a motion to direct a Town Staff to propose an amendment to the Town's building code to grant residents the option to install aluminum patio roofs in the Town of Miami Lakes with the stipulation that the Town Council and the planning department sets certain style and design criteria for said aluminum patio roofs.

Fiscal Impact: Minimal

Funding Source for Implementation:

Timeline for Implementation:

Guiding Principles: 1,2,3,4,14

Objectives:



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor & Councilmembers
From: Honorable Mayor Manny Cid
Subject: NW 87th Avenue Speeding and protected Bike Lanes
Date: August 18, 2020

Recommendation:

I've received many calls from residents about the speeding situation on NW 87th avenue. One affordable and effective way to calm traffic on 87th is to convert the current bike lanes into protected bike lanes.

I would like to direct the Town Manager to immediately install "armadillos" to divide the bike lane from vehicular traffic. Armadillos are cost efficient, recycled plastic dividers that helps the Town move forward with our Complete Streets Program. This would help calm traffic between 154th and 170th. I would also like to have a robust discussion with my colleagues about solutions for the section between 154th and 138th.

Fiscal Impact: \$79,000 (estimated)

Funding Source for Implementation: TBD

Timeline for Implementation: 6 months after securing funding and plan approval by County

Guiding Principles: 1, 2, 3, 4, 14

Objectives:



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers
From: Honorable Councilmember Luis Collazo
Subject: Honoring Lieutenant Normando “Norm” Gregorisch
Date: August 18, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

Recently a Town resident, and retired Miami Dade County Police Department Officer Lieutenant Normando “Norm” Gregorisch, passed away due to complications from COVID 19.

Several residents from his neighborhood and HOA reached out to me to inquire if the Town could Honor Lieutenant Gregorisch, by planting a tree in the cul-de-sac where he lived or by re-naming the street in his honor.

Lieutenant Gregorisch was a public servant and proudly served his Community as a Miami Dade Police Department Officer. I have included a brief summary of his service to his community.

I would like to have a discussion with my colleagues and move that we plant a tree or rename the Leaning Pine Drive (West) cul-de-sac in his honor.

Fiscal Impact:

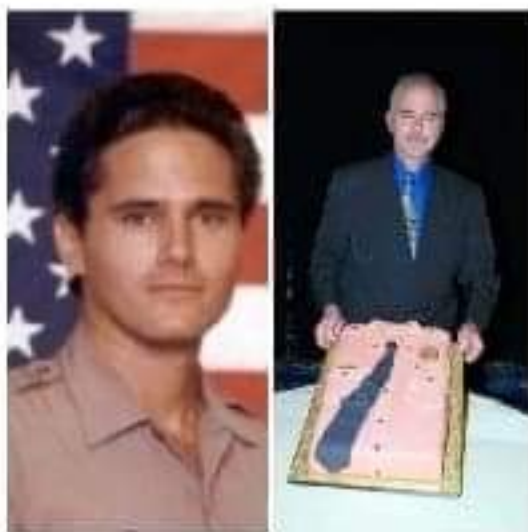
Funding Source for Implementation:

Timeline for Implementation:

Guiding Principles: 14

Objectives: 6

IN MEMORIAM



Retired Lieutenant Normando Gregorisch February 6, 1953 – July 28, 2020

Director Alfredo "Freddy" Ramirez III regrets to announce that retired Miami-Dade Police Department (MDPD) Lieutenant Normando "Norm" Gregorisch, age 67, passed away on July 28, 2020.

Lieutenant Gregorisch began his career in 1975, with the then Dade County Public Safety Department. Over the years, he witnessed the Department name change from Dade County Public Safety Department (1957-1981), to Metro-Dade Police Department (1981-1997), to the current Miami-Dade Police Department. He was promoted through the civil service rank of Lieutenant. Over the years, he served as a Training Advisor, and in a variety of investigative and uniform assignments.

In 1996, Lieutenant Gregorisch was assigned to the Homicide Bureau, where he would spend the next 11 years; ending his career in the Domestic Crimes Bureau, serving with dedication and professionalism. Over the years, he received numerous commendations and awards for his service and commitment to our community. Lieutenant Gregorisch retired in 2008, after serving more than 33 years with honor and pride.

Retired Lieutenant Gregorisch is survived by his loving wife of 32 years, Retired Sergeant Jennifer Gregorisch; his children Michele (Jim), Katrina (MDPD Officer Laz Cortes), Normando (Vanessa), and Blake; his grandchildren, and great grandchildren; other loving relatives; friends; and his extended police family.

Memorial: Saturday, August 29, 2020

Maspons Funeral Home - 3 p.m. - 9 p.m.
3500 SW 8 Street - Miami, FL

This will give those an opportunity to share pictures and stories of the love given and received.

*** Please Note: Social Distancing/Facial Covering Guidelines set forth by the Centers for Disease Control and Prevention should be followed.**

Condolences may be sent to the Gregorisch Family c/o Katrina Gregorisch; 14922 SW 52 Street, Miramar, FL 33027



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers

From: Honorable Councilmember Jeffrey Rodriguez

Subject: FPL Franchise Fee

Date: August 18, 2020

Recommendation:

At our Budget Sunshine Meeting on June 25, 2020, the Town Manager and Staff provided us with the first draft of the Proposed Budget for Fiscal Year 2020-2021. Although the first draft of the Proposed Budget for Fiscal Year 2020-2021 reflects a balanced budget, it does not address the pair of “one time revenue transfers” that we were forced to make from the Reserve Fund Balance (\$431,800.00) and the MLOP Capital Fund (\$420,000.00) in order to ensure that we had a balanced budget for Fiscal Year 2019-2020.

I would like to make a motion to increase the FPL Franchise Fee from 3% to 4.5%, with the restriction that any monthly FPL Franchise Fee Revenue in excess of \$106,250.00 (the same being 1/12 of the \$1,275,000 Franchise Fee threshold set forth in Ordinance No-19-247) shall be disbursed as follows:

- (a) First, to replenish the Reserve Fund Balance (i.e. the Town’s Savings) until the Reserve Fund Balance has received the \$431,317.00 withdrawn in FY 2019-2020;
- (b) Then, to replenish the MLOP Capital Fund until the MLOP Capital Fund has received the \$420,000.00 withdrawn in FY 2019-2020;
- (c) Then, to be applied as set forth in Ordinance No. 19-247.

According to FPL, the current Franchise Fee of 3% is equal to approximately \$2.88 per month for every 1000 kwh of consumption. Increasing the Franchise Fee to 4.5% would only equate to an increase of approximately \$1.50 per month for every 1000 kwh of consumption.

I feel this increase is small enough not to detrimentally affect the monthly expense budgets of the residents and businesses of Miami Lakes, yet represents an increase in revenue that will allow the Town to replenish our savings/reserve accounts and thereafter attempt to address the much needed infrastructure improvements throughout out Town.

Fiscal Impact: None

Funding Source for Implementation:

Timeline for Implementation:

Guiding Principles: 1,2,3,4,14

Objectives: 1



Town of Miami Lakes Memorandum

To: Honorable Councilmembers
From: Mayor Manny Cid
Subject: 2020-2021 New School Year
Date: August 18, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

I would like to foster a discussion with my colleagues about parents that cannot telecommute and do not have anyone to assist with taking care of their children during the school year. Many parents within our community will face this reality and I would like us to discuss this matter.

Fiscal Impact:

Funding Source for Implementation:

Timeline for Implementation:

Guiding Principles: 7, 14

Objectives: 6



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers
From: Councilmember Carlos Alvarez
Subject: Pop-Up Academic Centers
Date: August 18, 2020

Recommendation:

This item requires the waiver of Section 7.2 of the Special Rules of Order

I respectfully request for the Town Mayor and councilmembers to support my new business item in giving the Town Manager direction to explore the opportunities to provide academic support to the students in the Town of Miami Lakes in various multipurpose rooms like Mary Collins Community Center, Youth Center, Robert Alonso Community Center and the Miami Lakes Optimist Clubhouse during school hours.

I am requesting for there to be a limited capacity in order to adhere to CDC guidelines. These pop-up centers will serve as academic pods for students in Miami Lakes and be provided academic support during their transition into virtual learning and/or remote live instruction during school hours this academic year.

This innovative approach to education will reverse the harmful learning loss our community has experienced as a result of the COVID-19 pandemic. This option provides a place for students to go to attend their perspective remote learning /online classes with in-person support in a classroom setting. Students can also receive enrichment and extracurricular activities during the school day. Need-based scholarships are available.

Now more than ever, our families need support and assurance that their children are being more than just supervised.

Fiscal Impact:

Funding Source for Implementation:

Timeline for Implementation:

Guiding Principles: 1, 2, 14

Objectives: 2, 6



Town of Miami Lakes Memorandum

To: Honorable Mayor & Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Monthly Status Report on Police Department

Date: August 18, 2020

Recommendation:

Please see attached.

Oral report is intended to be informational. However, actions may result of this item.



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

August 5, 2020

Section 1 – COMPSTAT CRIMES

Crime	Commercial Burglary – (9 incidents as of 08/05/2020)
Statistical Info	6 Incidents PYTD
Trends	Construction site theft
Action Taken	Officers have been assigned directed patrols and are requested to remain highly visible and proactive in their assigned areas.
Crime	Aggravated Battery – (6 incidents as of 08/05/2020)
Statistical Info	3 incidents PYTD
Trends	No identifiable trends
Action Taken	Officers have been assigned directed patrols and are requested to remain highly visible and proactive in their assigned areas.

Section 2 – SIGNIFICANT ARRESTS/ INCIDENTS

Day / Date / Time	Tuesday / July 21, 2020 / 10:50 am
Location	154 Street NW 77 Court
On Tuesday, July 21, 2020, at 10:50 am, our General Investigation Detectives received a License Plate Reader (LPR) alert on their computer in reference to a stolen vehicle entering the Town from the Palmetto expressway southbound exit. Detectives were able to locate the vehicle in the area of 154 Street NW 77 Court and conduct a traffic stop. The driver was taken into custody and a search of the vehicle revealed a stolen firearm concealed under the driver's seat and narcotics. The driver was also a convicted felon. Arrestee: Lamar Moncrieffe B/M 10/28/1992.	
Day / Date / Time	
Location	



MIAMI DADE POLICE DEPARTMENT
CAS Compstat Targeted Crimes Year To Date - 74Y
Date Range: Jan 01, 2020 - Aug 5, 2020



095 - TOWN OF MIAMI LAKES

	2019 LYTD	2020 YTD	YTD % Change	Difference
01 Homicide	0	0	/0	0
02 Forcible Sex Offenses	2	1	-50.00%	-1
03 Robbery	6	4	-33.33%	-2
04 Larceny (Over)	78	41	-47.44%	-37
05 Auto Theft	44	31	-29.55%	-13
06 Burglary Commercial	6	7	16.67%	1
07 Burglary Residential	15	9	-40.00%	-6
08 Aggravated Assault	8	4	-50.00%	-4
09 Aggravated Battery	3	6	100.00%	3
TOTAL:	162	103	-36.42%	-59

/0 - Indicates that Percent Change formula cannot be divided by zero



MIAMI DADE POLICE DEPARTMENT
CAS Compstat Targeted Crimes Year To Date - 74Y
Report Filters



Incident Date Range: Jan 01, 2020 - Aug 5, 2020

Division:

Agency: 095

Grids:

For Agricultural Patrol Section: N

Exclude UNFOUNDED cases

Exclude AOA's

Report Written = 'Y'

CAS Package



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Expanding Social Media

Date: August 18, 2020

Recommendation:

This report is intended to be informational. However, actions may result of this item.

Attachment:



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: NW 59th Avenue Extension Project Update

Date: August 18, 2020

Recommendation:

This report is intended to be informational. However, actions may result of this item.

Attachment:



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Civic Innovation Challenge
Date: August 18, 2020

This is an oral report on the Civic Innovation Challenge collaboration between the Town of Miami Lakes and the University of Florida.

The Town has identified an opportunity to collaborate with the University of Florida to submit a proposal to the National Science Foundation (NSF) Civic Innovation Challenge for the *Smart Multimodal Mobility Options for the Town of Miami Lakes Pilot Project* to fund the research and potential implementation of Smart Kiosks to connect people to housing, jobs, and activity centers in Miami Lakes.

The Town of Miami Lakes Smart Technology Implementation Plan was adopted by the Town Council on October 8, 2019. The Plan incorporated a survey of the Town's existing infrastructure and a technology review of street technologies that support autonomous transportation, traffic control and management, adaptive signalization, the collection of traveler data, pedestrian and bicycle safety improvements, smart parking, and energy efficient transportation technologies. A recommendation of the Plan is the implementation of Smart Kiosks.

Smart Kiosks provide interactive wayfinding capabilities which can be customized based on the Town's characteristics and needs. Smart Kiosks provide news and alerts; interactive maps; real-time weather conditions; information on transportation and mobility options; Freebee ride requests; Uber or Lyft ridesharing requests; Wi-Fi hotspots; and information sharing of Town events, amenities, dining options, shopping, retail, housing, and hotel accommodations.

About the Civic Innovation Challenge:

- The Civic Innovation Challenge (CIVIC) is a research and action competition in the Smart and Connected Communities domain designed to build a more cohesive research-to-innovation pipeline and foster a collaborative spirit.
- CIVIC aims to accelerate the impact of research, and deepen cooperation and information sharing across sectors and regions.
- CIVIC flips the community-university dynamic, asking communities to identify civic priorities ripe for innovation and then to partner with researchers to address those priorities.
- CIVIC focuses on research that is ready for piloting in and with communities on a short timescale, where real-world impact can be evaluated within 12 months.
- CIVIC requires the inclusion of civic partners in the core project team, to emphasize civic engagement.
- CIVIC organizes and fosters “communities of practice” around high-need problem areas that allow for meaningful knowledge sharing and cross-site collaboration during both pre-development and piloting.
- CIVIC is divided into two stages:
 - First Stage: Consist of a Planning Grant for up to \$50,000 and up to four months of collaborative research and planning. Important to note that only awardees of Stage 1 will be eligible to submit proposals for Stage 2.
 - Second Stage: Consist of an Implementation Grant for up to \$1,000,000 and up to 12 months to execute and evaluate the research-centered pilot project.

The proposal submission for Stage 1 by the University of Florida in collaboration with the Town is centered on *Track A: Communities and Mobility: Offering Better Mobility Options to Solve the Spatial Mismatch Between Housing Affordability and Jobs*.

The overall vision of the proposed research-centered pilot project is to provide the residents and visitors of Miami Lakes with enhanced multi-modal travel options, using a combination of micro-transit and micro-mobility modes (e.g., bikes and e-scooters) which may be accessed via strategically located Smart Kiosks. The proposed Smart Multimodal Mobility Options for the Town of Miami Lakes Pilot Project will assist the Town to research, evaluate and potentially implement Smart Kiosks townwide, thereby increasing the use of technology to create a smarter, safer, and more efficient Miami Lakes for people of all ages and abilities.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers

From: Edward Pidermann, Town Manager

Subject: Contact Tracing Presentation

Date: August 18, 2020

Recommendation:

Please see attached PowerPoint presentation on contact tracing to be delivered by Ms. Stephanie Calle, Epidemiologist with the Department of Health in Miami-Dade County. This report is intended to be informational. However, actions may result of this item.

Attachment:

Department of Health

Contact Tracing

Vanessa Villamil, MPH and Stephanie Calle, MPH



What is Contact Tracing?

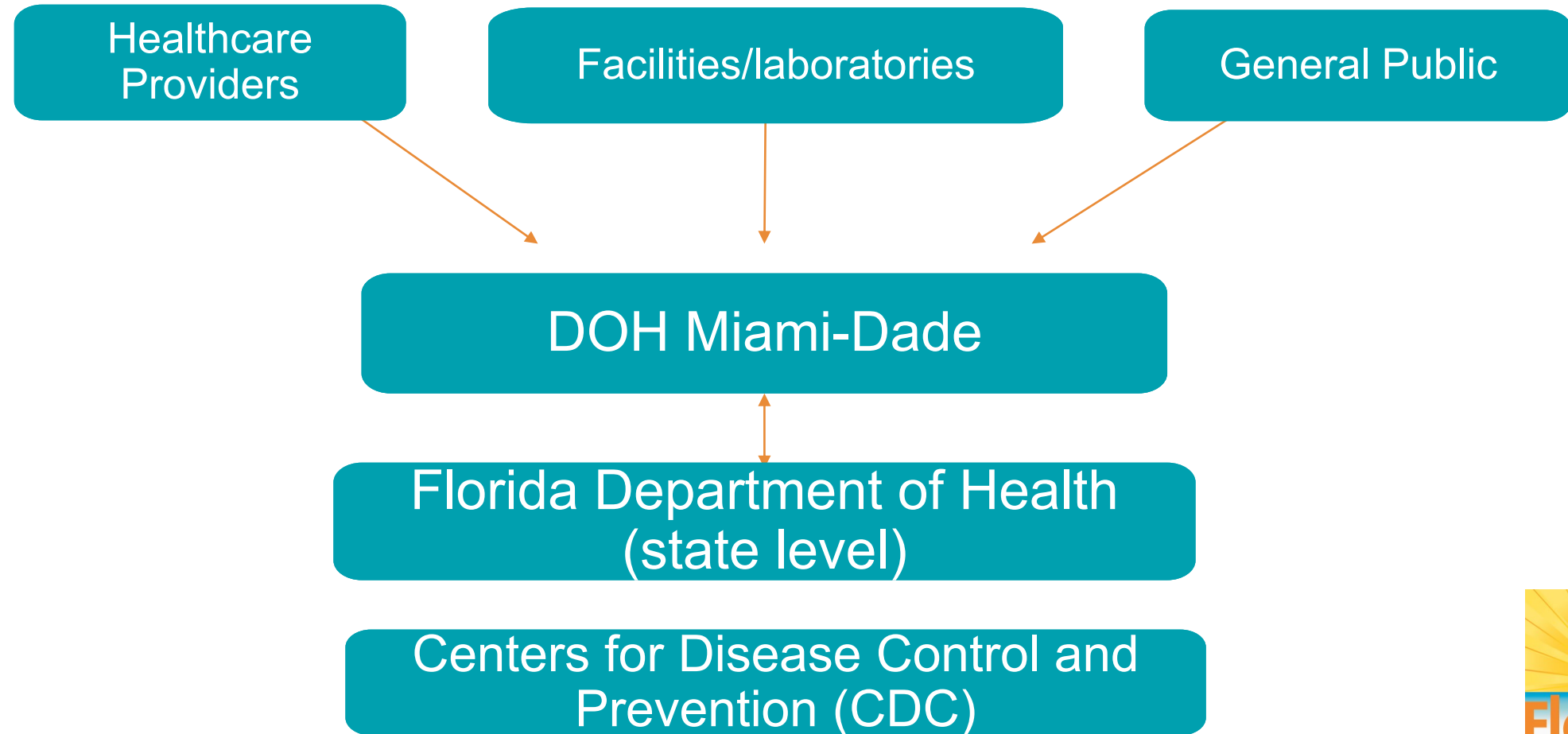
- Contact tracing is **one** of the strategies used by health departments to prevent the spread of infectious disease.
- There are many other strategies we are using such as promoting social distancing, use of face masks, and frequent hand hygiene. County-wide mitigation efforts are also being used.
- Contact tracing involves identifying people who have an infectious disease (**cases**) as well as the people who may have been exposed (**close contacts**) and working with them to interrupt disease transmission.
- For COVID-19, this includes asking cases to isolate and contacts to quarantine at home voluntarily.

Purpose

- Identify potentially exposed contacts
- Notify contacts of their potential exposure in order to prevent them from accidentally spreading the infection to others if they start to get sick
- Provide education and resources as well as support for self-quarantining
- Follow-up with contacts and identify whether they developed symptoms



How COVID-19 is Reported



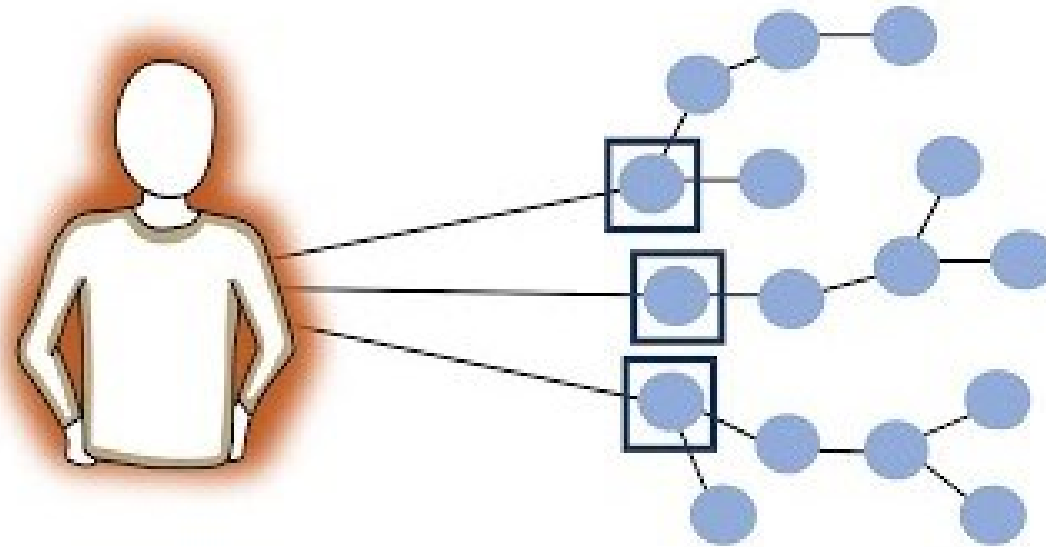
Contact Tracing Process

1. **Case investigation:** Public health staff work with a patient (case) to help them recall everyone with whom they have had close contact during the time when they may have been infectious.
 - We will ask for information such as name, date of birth (or age), last date of contact with the person, and their best contact phone number.
2. **Contact tracing:** Public health staff begin contact tracing by notifying exposed individuals (contacts) of their potential exposure as rapidly and sensitively as possible, **not revealing the infected patient's identity.**

Contact Tracing Process

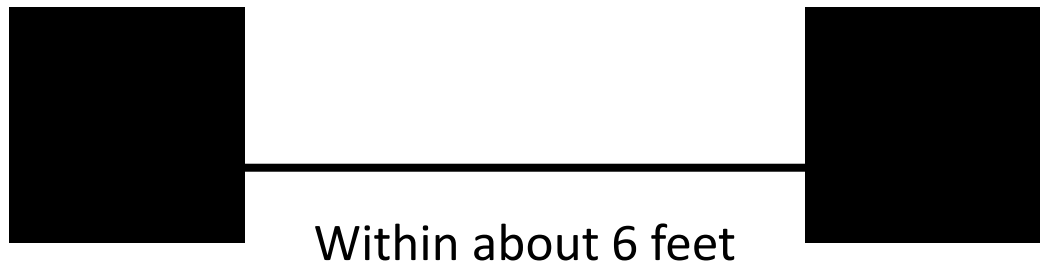
3. **Contact support:** Contacts are provided with education, information, and support to help them understand their risk, what they should do to separate themselves from others who are not exposed, and how to monitor themselves for illness. In addition, they are informed of the possibility that they could spread the infection to others even if they do not feel ill.
4. **Self-quarantine:** Contacts are encouraged to stay home, monitor their health, and maintain social distance (at least 6 feet) from others until 14 days after their last exposure to the infected patient, in case they also become ill.

What is Contact Tracing?



Close Contact

A close contact is anyone who has been within 6 feet of a confirmed COVID-19 case for 15 minutes or more starting from 48 hours before the person began feeling sick until the time the patient was isolated.



Communication Methods Used

- Department of health employees may attempt to reach cases and their close contacts via a phone call, text message, or e-mail.
- They will always identify themselves as department of health employees and will ask to speak specifically to the case or close contact, or their guardian.
- Text messages may be used to monitor the health status of close contacts. We will always ask for your consent before sending a text message.
- E-mails from department of health employees will be sent from an e-mail address ending in @flhealth.gov.

Know the Symptoms

- Fever or chills
- Cough
- Shortness of breath
- Difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Close Contacts and Symptoms

Close contacts that are experiencing symptoms:

- Will be asked to self-quarantine for 10 days
- May be referred to testing
- Will be advised to stay in one room away from household members, including pets, and have sole use of a bathroom if possible
- Will be advised to wear a mask and keep a distance of 6 feet if they need to be around other people
- Will be asked to keep track of their symptoms
- May be asked about close contacts

Close Contacts and No Symptoms

Close contacts that are NOT experiencing symptoms:

- Will be asked to self quarantine for 14 days
- May be referred to testing
- Will be asked to wear a mask and maintain 6 feet if they need to be around other people or pets within the home
- Will be asked to monitor themselves by checking their temperature twice daily and watching for symptoms of COVID-19.

What's the difference between quarantine and isolation?

If you might have been exposed to COVID-19, you should stay home. This is called **quarantine**.



cdc.gov/coronavirus

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If a Contact is Missed

- If they develop symptoms, they may choose to get tested
- If they don't have symptoms they may not choose to be tested
- This contact can unknowingly spread the virus to others



If You Are Diagnosed With COVID-19...

- A case investigator from the health department may call you to check-in on your health, discuss who you've been in contact with, and ask where you spent time while you may have been infectious and able to spread COVID-19 to others.
- You will also be asked to stay at home and self-isolate, if you are not doing so already.
- If your symptoms worsen or become severe, you should seek medical care.
- Severe symptoms include trouble breathing, persistent pain or pressure in the chest, confusion, inability to wake or stay awake, or bluish lips or face.

I Tested Positive for
COVID-19
Now what?



If You Have Been In Close Contact With Someone Who Has COVID-19...

- A contact tracer from the health department might contact you to inform you that you've been exposed to COVID-19.
- You should stay at home and self-quarantine for 14 days, starting from the last day you were possibly exposed to COVID-19.
- The contact tracer will help identify the dates of your self-quarantine.
- The contact tracer can also provide resources about COVID-19 testing in your area.

You expose yourself to COVID-19 if:

You've been within 6 feet of an infected person for about 15 minutes—with or without face masks.



What Will NOT Happen

- Your name **will not** be revealed to those you may have exposed, even if they ask. The health department will only notify your close contacts that they might have been exposed to COVID-19.
- A case investigator or a contact tracer will never ask you to provide health insurance or financial information such as Medicare number, bank account information, credit card information, or ask you to send money through any means.
- If you suspect COVID-19 health care fraud, report it immediately online at <https://www.oig.hhs.gov/fraud/report-fraud/> or call 800-HHS-TIPS (800-447-8477).

COVID-19 Fraud



Frequently Asked Questions

Am I considered a close contact if I was wearing a cloth face covering?

- Yes, you are still considered a close contact even if you were wearing a cloth face covering while you were around someone with COVID-19. Cloth face coverings are meant to prevent someone from transmitting the disease to others, and not to protect someone from becoming infected.

What will happen with my personal information during contact tracing?

- Discussions with health department staff are confidential. This means that your personal and medical information will be kept private and only shared with those who may need to know, like your health care provider.

Frequently Asked Questions

Does contact tracing damage my privacy and violate HIPAA laws?

- No. Department of health employees take measures to protect the privacy of patients and maintain strict adherence to HIPAA regulations. Contact tracers will only notify close contacts that they might have been exposed to COVID-19 but the infected person's name is not disclosed.

What if I have been around someone who was identified as a close contact?

- If you have been around someone who was identified as a close contact to a person with COVID-19, you should closely monitor yourself for any symptoms of COVID-19. You do not need to self-quarantine.

Frequently Asked Questions

Is COVID-19 testing free?

- There are many testing locations around Miami-Dade County where testing is free of charge. There are a few facilities that use your health insurance to cover the cost or are self-pay. To find out which testing facilities are free please call (305) 470-5660 or visit: <https://www.miamidade.gov/global/initiatives/coronavirus/testing-locations.page>

Can someone test negative and later positive on a viral test for COVID-19?

- Yes, it is possible. You may test negative if the sample was collected early in your infection and test positive later during this illness. Even if you test negative, you should still take steps to protect yourself and others.

PUBLIC HEALTH IS EVERYONE'S RESPONSIBILITY.



*HELP STOP THE SPREAD OF COVID-19.
BE A GOOD NEIGHBOR | STAY HOME
AVOID GROUPS AND CROWDS OF 10 OR MORE
STAY 6 FEET AWAY FROM OTHERS*

FLORIDAHEALTH.GOV/COVID-19



Any Questions?





If you have any questions, please contact the
Florida Department of Health in Miami-Dade County
at

305-470-5660

You can also visit the CDC's website for
updates regarding COVID-19

<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>



Town of Miami Lakes Memorandum

To: Honorable Mayor and Honorable Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Attorney Reports
Date: August 18, 2020

Recommendation:

There are currently several matters being litigated by the Town of Miami Lakes. Some of these matters are being referred to our insurance carrier to mitigate the Town's legal expense.

Background:

Michael Pizzi JR. v. Town of Miami Lakes

There has been recent activity. No additional cost.

Juan Valiente v. Town of Miami Lakes

There are no significant expenditures to report currently. Litigation is ongoing.