CITY OF MIAMI SPRINGS, FLORIDA

Mayor Walter Fajet, Ed.D.

Vice Mayor Joseph Dion | **Councilman Jorge Santin**
Councilman Orlando Lamas | **Councilman Fabian Perez-Crespo**

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

CITY COUNCIL REGULAR MEETING AGENDA
Monday, November 10, 2025 – 7:00 PM
Community Center, 1401 Westward Drive, Miami Springs, Florida
(In-person and virtually; See the end of the Agenda for additional information)

1. **Call to Order/Roll Call**

2. **Invocation:**

   A) Led by Councilman Fabian Perez-Crespo

3. **Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag.

4. **Agenda/Order of Business**

5. **Awards & Presentations**

   A) Presentation of Pioneer Awards to the following residents: Charles D. Emerson, Deborah Piquette, Monica B. Thompson, and Thomas L. Odem III

   B) Presentation of Employee Service Award to Chief Matt Castillo for 15 Years of service to Miami Springs

6. **Open Forum:** Persons wishing to speak on items of general City business, may do so in person (subject to capacity restrictions) or virtually by following the instructions at the back of this agenda. This portion of the meeting also includes any pre-screened video submittals. The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. **The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.**

7. Approval of Council Minutes

A) October 27, 2025 – Regular Meeting

8. Reports from Boards & Commissions

9. Public Hearings

A) **Ordinance - Second Reading** - An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 96, “Streets And Sidewalks” Of The City’s Code Of Ordinances By Amending Article V, “Rights-Of-Way Work Requirements,” Relating To Rights-Of-Way Permit Conditions Requiring Off-Duty Police Services And Other Safety Measures; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

B) **Ordinance - First Reading -** An Ordinance Of The City Of Miami Springs, Florida, [Approving/Approving With Conditions/Denying] A Small-Scale Amendment To The City’s Future Land Use Map (Flum) Designation For The Properties Generally Located At 201 Curtiss Parkway (Designated Property Folio Nos. 05-3119-010-0620 And 05-3119-010-0680) From “Single Family Residential” To “Medical/Residential”; Providing For Authorization; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date.

C) **Ordinance - First Reading -** An Ordinance Of The City Of Miami Springs, Florida, Amending The City’s Code Of Ordinance By Creating Section 150-180 “Certified Recovery Residences,” To Establish Review And Approval Procedures For Certified Recovery Residences; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date.

D) **Ordinance - First Reading -** An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 93, “Waste Removal And Property Maintenance,” Of The City’s Code Of Ordinances By Amending Section 93-12, “Non-Exclusive Waste Removal Franchise For Private Waste Haulers,” Relating To Franchise Fees, Late Charges, And Interest Charges; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date.

10. Consent Agenda

A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving And Adopting An Amended Fee Schedule; Providing For Authorization; And Providing For An Effective Date.

B) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Police Uniforms From Lou’S Police Distributors, Inc. In An Amount Not To Exceed $25,000; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date.

C) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Negotiate And Execute An

Agreement With Mark43, Inc. For A Cloud-Based Computer-Aided Dispatch (Cad) System, Records Management System (Rms), And Related Software Services In An Amount Not To Exceed $583,423 Over A Five-Year Term; Providing For A Waiver Of Competitive Bidding; Providing For Implementation; And Providing For An Effective Date.

D) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Hydraulic Parts From Petersen Industries, Inc. For The City's Cranes For Fiscal Year 2025-26 In An Amount Not To Exceed $30,000; Providing For Authorization; And Providing For An Effective Date.

E) **Resolution -** A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Community Oriented Policing Services (Cops) Grant In The Amount Of $250,000; Approving A Grant Agreement With The United States Department Of Justice (Doj) Relating To The Same; Providing For Authorization; And Providing For An Effective Date.

F) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying A 287(G) Service Agreement With The United States Department Of Homeland Security Immigration And Customs Enforcement (ICE) Agency; Providing For Implementation; And Providing For An Effective Date.

G) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Aproving The Purchase Of Two 2026 Dodge Durango Vehicles From Enterprise Fleet Management, Inc. In An Amount Not To Exceed $113,712; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date.

11. Old Business

12. New Business

A) **Resolution -** A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Local Law Enforcement Immigration Grant In The Amount Of $67,486.24; Approving A Grant Agreement With The State Board Of Immigration Enforcement Relating To The Same; Providing For Authorization; And Providing For An Effective Date.

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing The City's 2026 Legislative Priorities And State Appropriation Requests; And Providing For An Effective Date.

C) **Resolution -** A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying A Fiscal Sponsorship Agreement With Curtiss Mansion, Inc. For Fiscal Sponsorship Services Relating To The Miami Springs Centennial Celebration; Providing For Implementation; And Providing For An Effective Date.

13. Other Business

14. Reports & Recommendations

A) City Attorney

B) City Manager

C) City Clerk

D) City Council

15. Adjourn

CITY OF MIAMI SPRINGS
PUBLIC MEETING NOTICE

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

Monday, November 10, 2025 at 7:00 PM
Community Center, 1401 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

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

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time.

WATCH AND/OR PARTICIPATE IN THE MEETING

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

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

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

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

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

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

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

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

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

Have questions or need additional information?
Write: cityclerk@miamisprings-fl.gov
Call: 305-805-5006
Mail: 201 Westward Drive, Miami Springs, FL 33166

City of Miami Springs, Florida

City Council Meeting
Regular Meeting Minutes
Monday, October 27, 2025 at 7:00 p.m.
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
In-Person/Virtual Council Meeting

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

Present were the following:
Mayor Walter Fajet, Ed.D.
Vice Mayor Joseph Dion
Councilman Jorge Santin
Councilman Fabian Perez-Crespo
Councilman Orlando Lamas

City Manager JC Jimenez (via Zoom)
City Clerk Erika Gonzalez, MMC
City Attorney Haydee Sera
Assistant City Manager Tammy Romero
Police Chief Matthew Castillo
Public Works Director Juan Pena
City Planner Silvia Vargas

2. Invocation: Offered by Councilman Orlando Lamas

3. Pledge of Allegiance: The audience led in the pledge.

4. Agenda / Order of Business:

Mayor Fajet stated that he wanted to add a presentation by Charlie Leonard and Buzz Fleishman on "We Are Miami Springs" initiative under Awards and Presentation. Mayor Fajet also requested to pull items G and H from the Consent Agenda and stated that Item 13A is being pulled indefinitely. Vice Mayor Dion moved to set the agenda as amended for the meeting. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

5. Awards & Presentations:

A) Proclamation – Celebrating Lourdes Albarellos and the Springs Dance Center for 32 Years of Service to the Miami Springs Community Following the Closure of Their Business

Mayor Walter Fajet presented a proclamation recognizing Lourdes Albarellos and the Springs Dance Center for 32 years of service to the Miami Springs community. He highlighted Ms. Albarellos' accomplished ballet career and her dedication to teaching and mentoring dancers. Mayor Fajet proclaimed October 27, 2025, as "Lourdes Albarellos and the Springs Dance Center Day" in the City of Miami Springs. Ms. Albarellos expressed her appreciation to the Mayor, Council, and community for their support.

B) Presentation by Charlie Leonard, Buzz Fleishman, and Sean Pascale on the "We Are Springs" Initiative

Residents Charlie Leonard, Buzz Fleishman, and Sean Pascale presented the "We Are Miami Springs" community pride initiative, created in anticipation of the City's upcoming Centennial celebration. Mr. Leonard shared that the idea was inspired by Mr. Fleishman's original *"We Are Miami Springs"* song and developed collaboratively to promote unity and local pride. Mr. Fleishman reflected on Miami Springs' strong sense of community, describing it as a unique and historic enclave where residents know and support one another. He emphasized that the initiative celebrates the City's neighborly spirit and deep community connections.

6. Open Forum: The following members of the public addressed the City Council: Leonel Espinosa, 581 LaBaron Drive; and Jessica Wolland, 2225 NE 123 Street.

7. Approval of Council Minutes:

A) October 6, 2025 – Regular Council Meeting

Vice Mayor Dion moved to approve the minutes October 6, 2025. Councilman Lamas seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

8. Reports from Boards & Commissions:

A) Updates from the Historic Preservation Board Chair Jim Watson
B) Updates from Planning and Zoning Board Chair Bill Tallman
C) Updates from Centennial Committee Chair Sherry Feijoo

Members of the boards were unable to attend this evening to give an update on the boards.

9. Public Hearings: None at this time.

10. Consent Agenda:

A) Resolution - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Toshiba America Business Solutions, Inc. For Multi-Function Devices, Copiers, And Related Software And Services Utilizing The Terms And

Conditions Of The Florida Department Of Management Services (FDMS) Alternate Contract Source (ACS) No. 44100000-24-NASPO-ACS Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date.

B) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Diesel And Regular Fuel For The Miami Springs Golf And Country Club's Golf Carts And Maintenance Fleet From Tropic Oil Company LLC In An Amount Not To Exceed $43,000 For Fiscal Year 2025-2026; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date.

C) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Wsb, Llc For Construction Engineering And Inspection (CEI) Services For The South Drive Stormwater And Roadway Improvements Project In An Amount Not To Exceed $250,428.75 Pursuant To Request For Qualifications No. 02-24/25; Providing For Authorization; And Providing For An Effective Date.

D) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Edward Byrne Memorial Justice Assistance Grant (JAG) In The Amount Of $1,918; Approving A Grant Agreement With The Florida Department Of Law Enforcement (Fdle) Relating To The Same; Providing For Authorization; And Providing For An Effective Date.

E) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Land And Water Conservation Fund (Lwcf) State Assistance Grant In The Amount Of $600,000; Approving A Grant Agreement With The Florida Department Of Environmental Protection (Fdep) For The Aquatic Center Improvements And Renovations Project; Providing For Authorization; And Providing For An Effective Date.

F) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Providing For The First Budget Amendment To The Fiscal Year 2025-2026 General Fund, Special Revenue, And Capital Projects Fund Budgets By Re-Appropriating Reserved Fund Balances To Fund Open Encumbrances Through September 30, 2025; And Providing For An Effective Date.

Vice Mayor Dion moved to approve the Consent Agenda Items A-F. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

G) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Two New Parrot ANAFIUKR Drones From Drone Nerds, Inc. In An Amount Not To Exceed $45,567.97; Providing For Authorization; And Providing For An Effective Date.

Lieutenant Robert Castillo presented the Miami Springs Police Department Drone Program, outlining its purpose to enhance public safety and improve response

capabilities. The program will assist with search and rescue operations, crime and traffic scene documentation, real-time incident response, and large event monitoring. Lt. Castillo noted that the drones will increase officer safety, reduce reliance on county helicopters, and provide critical situational awareness during emergencies. He explained that the program is fully funded through an FDLE grant and that trained, FAA-certified officers will operate the drones under strict policies ensuring privacy and lawful use. Council members discussed response times, interagency coordination, privacy concerns, and potential applications. Lt. Castillo confirmed that the drones will be used exclusively for law enforcement purposes and not for routine surveillance or use by other City departments.

Vice Mayor Dion moved to approve the Consent Agenda Items 10G. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

H) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Drone Grant Program Financial Assistance Grant In The Amount Of $50,000; Approving A Grant Agreement With The Florida Department Of Law Enforcement (FDLE) For The Purchase Of Two New Drones; Providing For Authorization; And Providing For An Effective Date.

Vice Mayor Dion moved to approve the Consent Agenda Item 10H. Councilman Santin seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

11. Old Business: None at this time.

12. New Business: None at this time.

13. Other Business:

A) Request by Councilman Santin to consider incorporating the word “Historic” into the City’s logo to enhance branding and identity.

This item was pulled from the agenda.

14. Reports & Recommendations:

A) City Attorney

City Attorney Roger Pou had no report at this time.

B) City Manager

City Manager **J.C. Jimenez** provided several updates:

- **East and Oakwood Drive Stormwater Project:** The project is nearing completion, with FPL scheduled to power the pump by the end of the week. Contractors are finalizing punch list items, and paving has been completed.
- **Centennial Fundraising:** The City will partner with a 501(c)(3) organization, **CMI**, to collect donations for the **Glenn Curtiss and June Bug Memorial Statue**.
- **FPL StormSecure Program:** The City Attorney is reviewing an MOU from FPL requiring the City to maintain alleyways in perpetuity. The agreement will be presented to Council for approval at a future meeting.
- **Community Events:** Mr. Jimenez commended Omar Luna and staff for the successful **Howl-O-Springs** event.
- **Legislative Trip:** The Council and administration will travel to **Tallahassee on November 18** to meet with state legislators. Legislative priorities will be presented at the next meeting.
- **Professional Development:** Mr. Jimenez shared that he attended the **ICMA Conference** to maintain his credentialed manager status and expressed appreciation for the City's civic pride and community spirit, reaffirming his commitment to continue moving the City forward.

C) City Clerk

City Clerk Gonzalez has no report this evening.

D) City Council

Councilman Perez-Crespo expressed condolences to community members Judy Michaelson, Kahnee Rodriguez, and Lynn Brooks on the loss of their siblings. He also shared concern over a recent incident in which a resident's cat was killed by stray dogs, urging residents to report roaming animals to the Police Department. He commended the Police Department for enforcing traffic safety after observing a speeding incident on Curtiss Parkway, and praised their continued efforts to keep the community safe. Councilman Perez-Crespo highlighted several positive community events, including the Golf Cart Scavenger Hunt hosted by VG and the Miami Springs Golf Cart Community, and the return of the Farmer's Market, noting its growth and ability to attract visitors to the City. He concluded by welcoming Alma Mendez, the new President of the Miami Springs Lions Club, recognizing the organization's longstanding contributions to the community through service and charitable efforts.

Councilman Lamas thanked the Miami Springs Woman's Club, Parks and Recreation Department, and community organizations for hosting Halloween events, including the Riding with the Witches golf cart parade. He noted that these activities highlight what makes Miami Springs a special and family-oriented community, expressing appreciation to Omar Luna and staff for their efforts.

Vice Mayor Dion shared that he recently participated in a ride-along with Officer Eddie Bartra and Sergeant Collins, gaining firsthand insight into police operations and traffic flow within the City. He noted potential improvements around the Circle and will discuss them with staff. He encouraged residents to take part in the Police Department's ride-along program to better understand local public safety efforts. Vice Mayor Dion also announced he would serve as Principal for a Day at Miami Springs Senior High School, thanking Principal Nelson Gonzalez for the opportunity.

Councilman Santin highlighted the full slate of upcoming community events, including the Glen Curtiss Vintage Motorcycle & Car Show, the Farmer's Market, and the Rotary Golf Tournament (still accepting players). He also announced the "Dashing Through the Springs" 5K on December 20, noting promotions will begin soon.

Mayor Fajet reflected on the evening's meeting, noting the recognition of long-serving employees, the acknowledgment of community leaders, and the presentation honoring Lourdes Alvarellos and the Springs Dance Center for 32 years of service. He commended department heads and staff for their leadership, dedication, and commitment to providing excellent service and community programming. The Mayor also highlighted the City's spirit of civic pride, community engagement, and collaboration between residents, employees, and local organizations. He expressed gratitude for everyone's efforts in making Miami Springs a strong and united community, concluding the meeting by wishing all attendees a Happy Halloween.

15. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:56 p.m.

Respectfully submitted:

_____
Erika Gonzalez, MMC
City Clerk

Adopted by the City Council on
This 10th day of November, 2025.

_____
Dr. Walter Fajet, Mayor

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

City of Miami Springs
201 Westward Drive Miami Springs, FL 33166
Phone: (305) 805-5034 Fax: (305) 805-5036 Website: www.miamisprings-fl.gov

CITY OF MIAMI SPRINGS PLANNING DEPARTMENT

STAFF REPORT

TO	Local Planning Agency and City Council
FROM	Joshua Nogareda, Senior Planner Calvin, Giordano & Associates, Inc. Planning Consultant
CC:	Silvia Vargas Calvin, Giordano & Associates, Inc.
DATE	November 10, 2025
SUBJECT	Future Land Use Map amendment – 201 Curtiss Parkway

Case No.	N/A
Applicant(s)	Fairhaven Propco LLC ("Applicant")
Address	201 Curtiss Parkway ("Property")
Folio Number(s)	05-3119-010-0620 05-3119-010-0680
Current Future Land Use	05-3119-010-0620 (Single Family Residential Category) 05-3119-010-0680 (Single Family Residential Category)
Zoning District	05-3119-010-0620 (R-3C MULTIPLE FAMILY MEDIUM DENSITY) 05-3119-010-0680 (R-1B SINGLE FAMILY RESIDENTIAL)

Property

The subject property is the Miami Springs Nursing and Rehabilitation Center, located at 201 Curtiss Parkway (the "Property"). The Property is currently developed and is licensed to operate as a nursing home facility with a maximum capacity of 329 beds. The site includes approximately forty-four (44) parking spaces.

The Property is comprised of seven (7) parcels, totaling approximately ±6.86 net acres. Please see Figure 1. Aerial for a visual reference of the parcel layout and surrounding

context. It consists of seven (7) lots located within Blocks 96 and 97, as recorded in the Public Records of Miami-Dade County in Plat Book 10, Page 79 (the "Plat").

Importantly, the site houses the original Miami Springs Hotel, also known as the Country Club Hotel, which was developed in 1927. This building is a designated historic structure under the City's regulations. Under the City's Future Land Use Map (FLUM), five (5) of the parcels are designated Medical/Residential. These include the following folio numbers: 05-3119-010-2480, 05-3119-013-1010, 05-3119-010-0690, 05-3119-010-0640, and 05-3119-010-0630. The remaining two (2) southernmost parcels—identified by folio numbers 05-3119-010-0620 and 05-3119-010-0680—are designated Single Family Residential.
It is noted that the public right-of-way for Reinette Drive separates parcels 05-3119-010-0620 and 05-3119-010-2480 from the remaining five parcels to the west. While separated by the right-of-way, all seven parcels are under common ownership.

The full legal description is the following:

Lot 1, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida;
and
Lot 2, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami-Dade County, Florida;
and
according to the Plat thereto as recorded in Plat Book 34, at Page 40, of the Public Records of
Miami-Dade County, Florida, being identical wit Lots 19 and 20, Block 97, Section 2 of Country Club Estates, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida; and
All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida,
and 40-foot alley lying South and adjacent, closed per ordinance 69-429, and North 10 feet of
Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami-Dade County, Florida; and
South 120 feet of Lots 1 through 10, Block 96, and 16-foot alley lying North and adjacent, closed per ordinance 87-120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade
County, Florida; and
Lot 18, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof,

as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida;
and
Lot 21, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida.

Figure 1. Aerial



Site Aerial

201 Curtiss Parkway

Date: 5/12/2025

0 100 Feet

Proposal

The Applicant is requesting a **Future Land Use Map (FLUM)** amendment to re-designate two parcels—identified by Folio Numbers 05-3119-010-0620 and 05-3119-010-0680—from Single Family Residential to Medical/Residential. This amendment would result in a uniform land use designation of Medical/Residential across all seven parcels consisting of the Property.[1]

The current Land Use Category of the two (2) southernmost parcels—identified by folio numbers 05-3119-010-0620 and 05-3119-010-0680 allows the following:

Single Family Residential Category: This category of land use allows single family detached homes on lots of at least 7,500 square feet of net area. Other uses allowed on land within this category include public parks, primary and secondary schools, houses of worship and public utility facilities necessary to serve the homes within this category. The 7,500 square foot lot size limitation shall not preclude the continued use, development or redevelopment of a home on a smaller lot where such lot or parcel was platted or otherwise of record prior to the adoption of this Plan. This land use category may be effectuated by one or more zoning districts, provided that all are consistent with the use provisions and none exceed the density restrictions stated herein. In addition to the 7,500 square foot minimum lot size, development shall not exceed 5 dwelling units per acre, including rights-of-way.

As designated on the City Future Land Use Map and defined above a Nursing, convalescent, extended-care home would not be an allowed use.

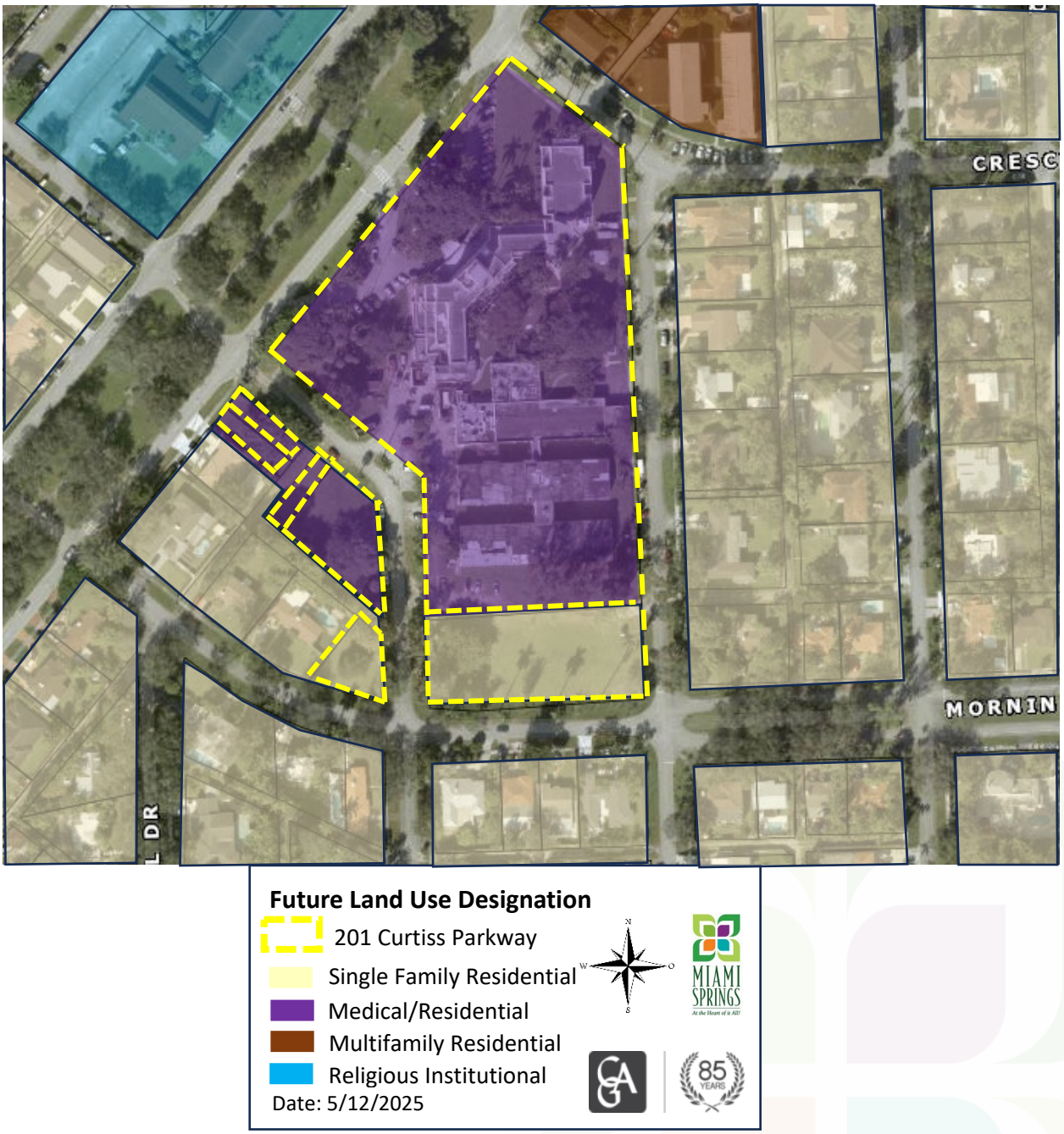
The proposed Land Use Category amendment would allow the following:

***Medical/Residential Category*:** This category of land use allows nursing homes and similar facilities for long term medical care in a residential environment. Buildings within this category shall be limited to a floor area ratio of 0.5.

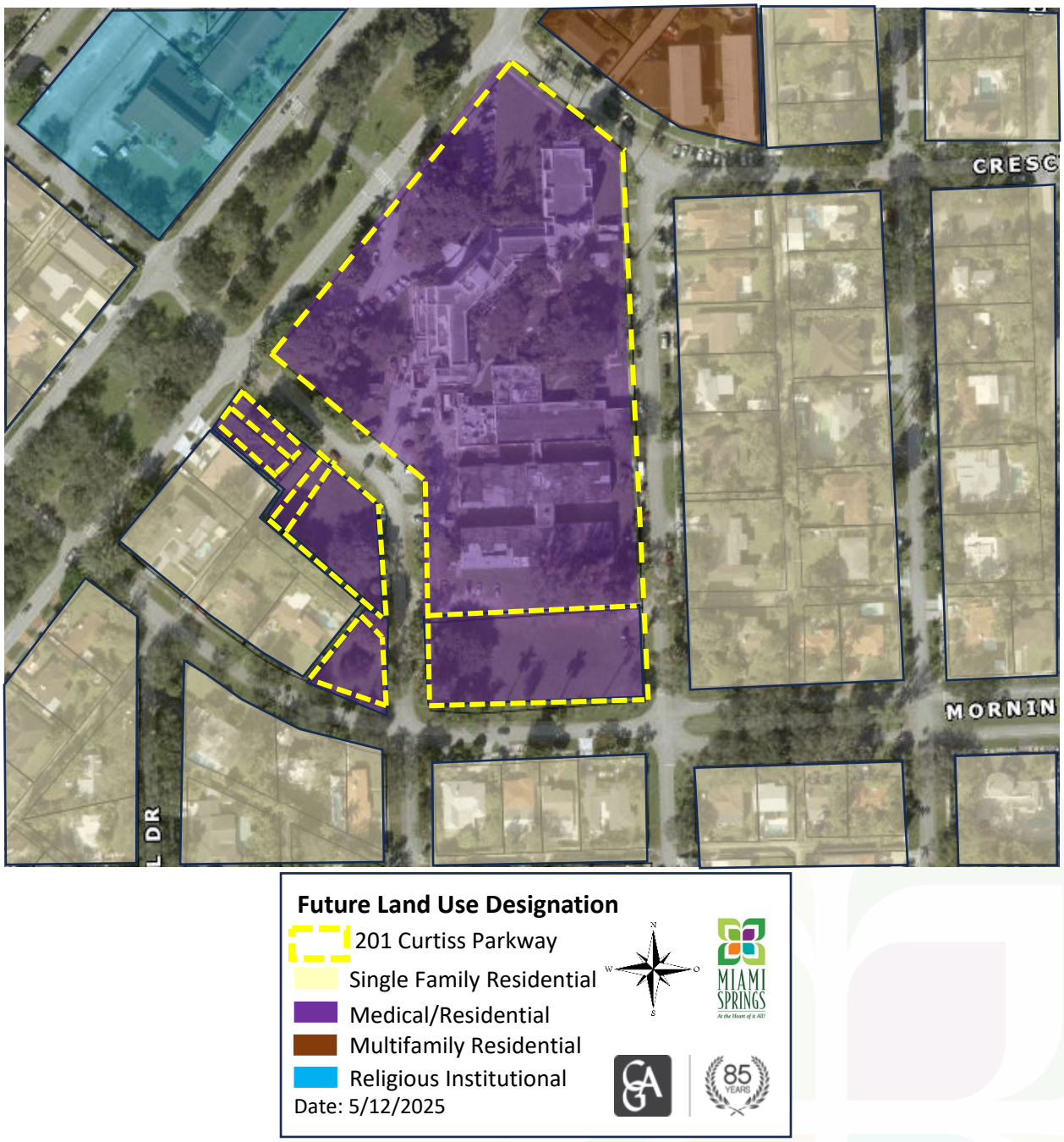
[1] In conjunction with its proposed rehabilitation and redevelopment of the Property, the Applicant has also separately applied for: **(a) a Zoning Map Amendment** to rezone the Property from its current designations of R-3C (Multiple Family Residential, Medium Density) and R-1B (Single Family Residential) to O-1 (Professional Office District). As part of this effort, the Applicant is proposing; **(b) a Zoning Code Text Amendment** to the O-1 district regulations to establish specific development standards for nursing, convalescent, and extended-care homes, which are already listed as a permitted use in the district; **(c) Site Plan Review** for the proposed redevelopment of the Property which will include renovation of the existing structures, construction of a new three-story building, and the development of a new surface parking lot to support the expanded use; and finally **(d) two Certificates of Appropriateness** from the City's Historic Preservation Board to approve the rehabilitation of existing structures and the proposed new development. This Staff Report examines only the proposed FLUM Amendment. The Historic Preservation Board considered and approved both requested Certificates of Appropriateness with conditions at its September and October meetings. The Applicant's additional requests will be considered by the Council separately.

Future Land Use Map Amendment

Existing:



Proposed:



Process

The FLUM amendment requires a Public Hearing with the City Council sitting as the Local Planning Agency (LPA). The Ordinance 1st Reading will take place at a subsequent City Council hearing. Advertised notice ten (10) days prior to the Local Planning Agency (LPA) Hearing and the Ordinance 1st Reading shall be required. This would also apply for the Ordinance 2nd Reading, where adoption of the item would take place.

The review process would require the Applicant to prove the proposed use is consistent with the goals, objectives, and policies of the City's Comprehensive Plan, compatible with the character and purpose of the surrounding Future Land Use designations, and would not create unfavorable conditions that could affect the public health, safety, and welfare of the City and its residents.

History

The property located at 201 Curtiss Parkway was originally developed in 1927 as the Hotel Country Club aka Pueblo Hotel by aviation pioneer Glenn H. Curtiss. In 1930, the Property was sold to Dr. John Harvey Kellogg, who converted the hotel into the Miami-Battle Creek Sanitarium, a health resort focused on therapeutic wellness and lifestyle medicine. During World War II, the facility was leased to the Air Transport Command for use as a convalescent facility for military personnel. After the war, it reverted to the Kellogg operation and continued functioning as a wellness center.

In 1959, the site was sold to the Palms Spa Corporation and remained in health-related use. Over time, the Property transitioned into a senior care facility and changed ownership several times—first to Lutheran Services for the Elderly, and later to Fairhavens Realty Corp. LLC. In 2019, the Property was acquired by Fair Havens PropCo LLC, which continues to operate the site as the Miami Springs Nursing & Rehabilitation Center, a licensed 329-bed nursing facility.

The original hotel building, located at the northwest corner of the site, was formally designated a Historic Site by the City of Miami Springs Historic Preservation Board on February 23, 1984, pursuant to the City's Historic Preservation Ordinance. The property has seen several expansions throughout its history. The Kellogg Wing, added in the 1930s, marked the transition from hotel to sanitarium, while additional buildings constructed along Navarre Boulevard in the 1970s supported its long-term use as a nursing home.

Today, the site continues to serve as a nursing and rehabilitation center. However, like many care facilities, it experienced operational challenges during the COVID-19 pandemic, particularly related to room occupancy and shared accommodations. Although the facility is licensed for 329 beds, the current layout does not adequately support this number under modern healthcare standards that prioritize patient privacy, infection control, and quality of care.

To address these concerns, the applicant proposes to relocate 117 of the existing licensed beds into new rooms within a three-story addition. This proposal does not increase the total number of beds; rather, it seeks to reconfigure existing capacity.

Recommendations

Staff has reviewed the proposed Future Land Use Map (FLUM) amendment and finds it consistent with the City's Comprehensive Plan and Code. The request seeks to redesignate two parcels (Folio Nos. 05-3119-010-0620 and 05-3119-010-0680) from Single Family Residential to Medical/Residential, aligning them with the designation of the remaining five parcels that made up the Property at 201 Curtiss Parkway. The amendment will create a unified land use designation across the site, supporting consistent and coordinated planning. Although the Medical/Residential category allows for greater intensity than Single Family Residential, any potential impacts will be addressed through the associated Site Plan Review. Staff recommends **approval** of the FLUM amendment as it (i) is consistent with the goals, objectives, and policies of the City's Comprehensive Plan; (ii) promotes land use consistency; (iii) supports cohesive site planning; (iv) will not adversely affect the surrounding neighborhood; (v) will be evaluated further through related applications to ensure compatibility; and (vi) is not contrary to the public health, safety, or welfare.

Attachments

Additionally, the following documents are attached to this report as reference to the Application.

1. Letter of Intent
2. Development Application
3. Survey
4. Architectural Plans
5. Landscape Plans
6. Civil Plans
7. Traffic Report
8. Proof of Notice 500-foot radius and Electors

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A SMALL-SCALE AMENDMENT TO THE CITY'S FUTURE LAND USE MAP (FLUM) DESIGNATION FOR THE PROPERTIES GENERALLY LOCATED AT 201 CURTISS PARKWAY (DESIGNATED PROPERTY FOLIO NOS. 05-3119-010-0620 AND 05-3119-010-0680) FROM "SINGLE FAMILY RESIDENTIAL" TO "MEDICAL/RESIDENTIAL"; PROVIDING FOR AUTHORIZATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fair Havens Propco LLC (the "Applicant") seeks an amendment to the City of Miami Springs' (the "City") Future Land Use Map ("FLUM") to change the FLUM designation of two parcels identified by Folio Nos. 05-3119-010-0620 and 05-3119-010-0680 from "Single Family Residential" to "Medical/Residential," to align these parcels with the existing "Medical/Residential" designation of the remaining five parcels that comprise the property generally located at 201 Curtiss Parkway (the "Property"), as legally described in Exhibit "A" attached hereto (the "FLUM Amendment"); and

WHEREAS, the Property consists of seven parcels totaling approximately ±6.86 net acres, is developed and operating as the Miami Springs Nursing and Rehabilitation Center (licensed for 329 beds), and includes the original 1927 Miami Springs Hotel (Country Club Hotel); and

WHEREAS, City Staff prepared a Staff Report and Recommendations containing data and analysis supporting the FLUM Amendment; and

WHEREAS, pursuant to Section 150.131 of the City's Code of Ordinances and Section 163.3174(4), Florida Statutes, the City Council, sitting as the Local Planning Agency ("LPA"), conducted a duly noticed public hearing on _____, 2025, considered the application, the Staff Report, and public comment, and recommended [approval/approval with conditions/denial] of the FLUM Amendment; and

WHEREAS, after due notice, the City Council conducted public hearings on first and second reading on _____, 2025 and _____, 2025, respectively, considered the LPA recommendation, the Staff Report, the application materials, and public comments, and found that the FLUM Amendment [meets/does not meet] the

requirements of applicable law, is [consistent/inconsistent] with the City's Comprehensive Plan, and [furthers/does not further] the Plan's goals, objectives, and policies; and

WHEREAS, the City Council further finds that aligning the two southern parcels' FLUM designation with the balance of the Property [is/is not] compatible with surrounding FLUM designations and [will/will not] adversely affect the public health, safety, and welfare.

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

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

Section 2. Decision. The City Council hereby [approves/approves with conditions/denies] an amendment to the City's FLUM to change the designation of the parcels identified by Folio Nos. 05-3119-010-0620 and 05-3119-010-0680 from "Single Family Residential" to "Medical/Residential," as more particularly described in Exhibit "A" attached hereto and incorporated herein.

Section 3. Authorization. That the City Manager, by and through the Director of Zoning and Planning, is authorized to make the necessary changes to the City's Comprehensive Plan FLUM to reflect the FLUM Amendment approved by this Ordinance.

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

Section 5. Severability. That 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 6. Effective Date. That this Ordinance shall become effective immediately adoption on Second Reading, except that, pursuant to Section 163.3187(5)(c), Florida Statutes, the FLUM Amendment adopted by this Ordinance shall not become effective until 31 days adoption. If timely challenged, the FLUM Amendment

adopted by this Ordinance may not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted small scale development amendment is in compliance with Section 163.3184, Florida Statutes.

PASSED ON FIRST READING on the _ day of _____, 2025, on a motion made by _____ and seconded by _____.

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

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

_____
WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

Exhibit “A”

LEGAL DESCRIPTION: (Real Property encompassing "Fair Havens Center")

Parcel 1:

Lot 1, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 2:

Lot 2, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 3:

Tract B, Block 97, REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 34, at Page 40, of the Public Records of Miami–Dade County, Florida, being identical with Lots 19 and 20, Block 97, Section 2 of Country Club Estates, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 4:

All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami–Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69–429, and North 10 feet of Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 5:

South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87–120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 6:

Lot 18, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 7:

Lot 21, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida.

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES

ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

February 13, 2025

VIA ELECTRONIC MAIL

Ms. Silvia Vargas
City of Miami Springs
Zoning & Planning Department
201 Westward Drive
Miami Springs, FL 33166

Re: Letter of Intent for the Miami Springs Nursing and Rehab Center Property Located at 201 Curtiss Parkway, Miami Springs, Florida

Dear Ms. Vargas,

This firm represents Fairhaven Propco LLC (the "Applicant"), the owner of the Miami Springs Nursing and Rehab Center located at 201 Curtiss Parkway (the "Property") in the City of Miami Springs (the "City"). This letter shall serve as the Applicant's letter of intent in connection with the following requests: (i) land use map amendment, (ii) zoning change, (iii) zoning code amendment, (iv) site plan review, and (v) certificate of appropriateness.

The approval of the requests will allow the Applicant to realize the most significant set of operational improvements to the Property in half a century, with no increase in the number of patient beds. In sum, the proposed redevelopment will improve the lives of the Center's patients, set the Property on a path for continued success for its second century, and markedly improve the Center's parking and access.

Property Description. The Property is arguably the most well-known commercial site in the City. The site houses the original Miami Springs Hotel Country Club Hotel building, which was developed in 1927 and is a designated historic structure under the City's regulations. The original Hotel building was later joined by expansions developed in the 1930s (the Kellogg wing) when the hotel use was turned into a sanitarium and 1970s (the three buildings along Navarre Boulevard) when the site had already been

operating as a nursing home for decades. To date, there has not been an effort to comprehensively modernize the access and parking for the Property since its original construction. The existing nursing home use is licensed for 329 beds. The current number of parking spaces on the site is approximately forty-four (44).

The Property is comprised of seven parcels, totaling approximately 6.86 net acres in size. See Figure 1, Aerial, below. The Property consists of various lots on Blocks 96 and 97 recorded in the Public Records of Miami-Dade County Plat Book 10 at Page 79 (the "Plat"). For ease of reference, a summary of each parcel's property information is shown below, reflecting the associated Folio number, plat information, and square footage of each parcel. See Figure 2, Property Information, below.

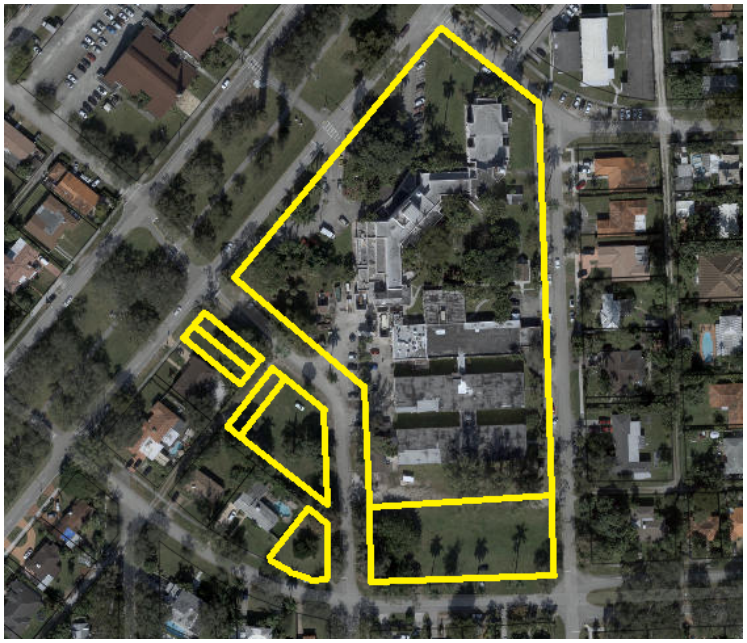


Figure 1. Aerial

Property Information Summary		
Folio No.	**Plat Information**	**Square Feet**
05-3119-010-2480	Block 96, Lot 116	196,553
05-3119-010-0620	Block 96, Lots 1-10	42,588
05-3119-010-0630	Block 97, Lot 1	2,800
05-3119-010-0640	Block 97, Lot 2	2,800
05-3119-010-0680	Block 97, Lot 18	10,768
05-3119-010-0690	Block 92, Lot 21	2,725
05-3119-013-1010	Blcok 97, Tract B	18,639

Figure 2. Property Information

Land Use. The majority of the Property is designated Medical/Residential under the City's Future Land Use Map, while some portions are designated Single Family Residential. See Figure 3, below. Specifically, the parcels with Folio numbers 05-3119-010-0620 and 05-3119-010-0680 are designated Single Family Residential, while the rest are Medical/Residential.

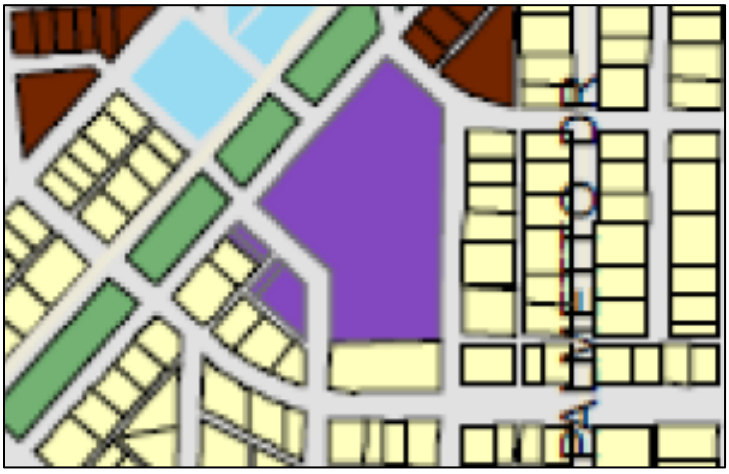


Figure 3. Future Land Use Map

According to the City's Comprehensive Plan, the Medical/Residential category of land use allows nursing home and similar facilities for long term medical care in a residential environment. Buildings in the Medical/Residential category are limited to a floor area ratio of 0.5 and are allowed a maximum density of 20 dwelling units per acre.

Zoning. The majority of the Property is zoned "R-3C" (multifamily) according to the City's Zoning Map, while some of the parcels are zoned R-1B (single-family). See Figure 4, below. Specifically, the parcels with Folio numbers 05-3119-010-2480 and 05-3119-010-0620 are zoned R-3C, while the rest are zoned R-1B.

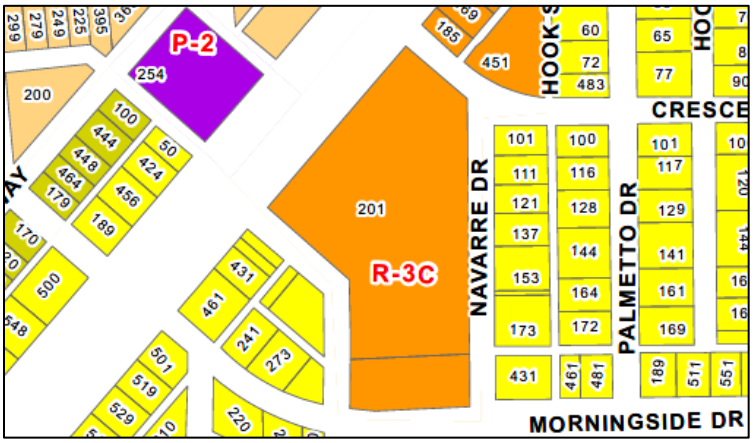


Figure 4. Zoning Map

Project. The proposed redevelopment of Miami Springs Nursing and Rehab Center represents the most significant enhancement to the Property in over half a century, improving both its functionality and aesthetic appeal while preserving its historic character. See Figure 5, below.

The Property currently accommodates 269 Skilled Nursing Facility (SNF) beds and 60 Assisted Living Facility (ALF) beds, totaling 329 beds. The Project will relocate 117 of these beds into private rooms within a new three-story building, with 39 beds per floor. No new beds are being added, and the proposal is strictly a relocation of beds to improve the quality of accommodations.

The Project does not increase the total number of beds but will significantly improve the efficiency and practicality of the site.

Equally important to the improvements to patient comfort and care that will come with the Project, a new parking lot will be constructed to serve the nursing home and the front parking area along Curtiss Parkway will be strategically reconfigured, resulting in a total of 232 parking spaces (as noted above, the current parking count on the Property is only approximately 44 spaces).

The proposed parking calculations comply with the Florida Agency for Health Care Administration guidelines, providing one space per three beds and one space per every two employees. The new addition will encompass approximately 53,345 square feet, with designated areas for patient rooms, activities, office space, storage, and essential service areas. The

development is designed to maintain a balanced site layout, with only 26% lot coverage, 49% green area, and minimal paved area at 6%.

Along with the parking lot changes, access to the site from Curtiss Parkway is proposed to be improved, with the removal of driveways that meet the road at odd angles. These changes should significantly improve the functioning of the Property and its relationship with the neighborhood. At the same time, however, the Applicant is proposing to retain and improve the historic entry to the site.

Finally, the Project will include significant landscaping improvements, including: (1) the planting of fifty-two (52) shade trees as street trees; (2) the installation of twenty-five (25) parking lot trees; (3) the retention of thirty (30) existing trees; (4) and the installation of 1,320 new shrubs. There will be some trees removed to accommodate the new development, but the Applicant is proposing on-site mitigation that exceeds the trees removed by over 11,000 square feet of canopy.

Existing Buildings. As noted above, the Miami Springs Nursing and Rehab Center is partially housed in a historically significant Pueblo Revival-style building, and its preservation is a priority of this Project. All of the existing buildings on the Property, including the historic structure, the Kellogg wing, and the 1970s buildings, will be repainted as part of the Project. The area surrounding the entrance to the hotel will be retained in place.

Policy 1.5.3 of the Comprehensive Plan identifies the Pueblo Hotel portion of the facility as one of the City's most valuable historic resources, and this redevelopment ensures its protection while improving its long-term functionality. Additionally, the Project aligns with Policy 1.13.1 of the Comprehensive Plan, which encourages the rehabilitation and adaptive reuse of historically valuable buildings. By modernizing the facility while maintaining the Property's architectural integrity, this Project will enhance the site's historic character and contribute to the City's overall design vision. Furthermore, the proposed parking improvements will provide much-needed relief, addressing long-standing parking challenges faced by the nursing home and its residents.



Figure 5. Project Rendering.

Requests. The Applicant respectfully seeks approval of the following requests, as described below: (i) land use map amendment, (ii) zoning change, (iii) zoning code amendment, (iv) site plan review, and (v) certificate of appropriateness.

Land Use Map Amendment. The Property is currently designated as both Medical/Residential and Single Family Residential on the City's Future Land Use Map. To align with objectives of the Comprehensive Plan and facilitate redevelopment, the Applicant requests an amendment to designate the entire Property as Medical/Residential. This designation is necessary to facilitate the continued operation and enhancement of the nursing home while ensuring consistency in land use. Consolidating the designation will provide a more logical and cohesive planning approach, allowing for the efficient use of the site while maintaining compatibility with the surrounding area.

Zoning Change. The Applicant seeks to rezone the Property from R-3C and R-1B to O-1 (Professional Office District), which aligns with the current and intended use of the site. The O-1 designation expressly permits "nursing, convalescent, [and] extended-care homes. . . ." The proposed zoning change will ensure that the redevelopment is consistent with the City's land

use policies and land development regulations and allows for the long-term operation of the facility while preserving the site's historic and functional integrity.

Zoning Code Text Amendment. The Applicant proposes an amendment to the O-1 district regulations to add specific requirements for nursing, convalescent, and extended-care homes, which are already a permitted use in the district. The O-1 regulations have been in place for decades but there are currently no sites zoned O-1 in the City. In order to provide clarity for the Project and future similar uses in the City, the Applicant is proposing to amend the O-1 standards to incorporate regulations addressing:

- A maximum building height of forty-five (45) feet or three stories.
- A minimum lot size of 15,000 square feet.
- Setback requirements of fifteen (15) feet for front, side, and rear yards, with existing historic structures permitted to retain nonconforming setbacks.
- Parking requirements of one (1) space per three (3) beds and one (1) space per two (2) employees, ensuring adequate on-site parking to meet operational needs.

These modifications will ensure that the zoning regulations appropriately accommodate the proposed use while maintaining consistency with the City's planning framework. As noted above, the proposed parking standard is based on the Florida Agency for Health Care Administration guidelines

Site Plan Review. Site plan review is required to evaluate the proposed redevelopment. The Applicant has submitted detailed plans demonstrating compliance with applicable development standards and the intent of the O-1 district (as proposed to be amended). The proposed redevelopment is designed to enhance the Property's functionality while preserving its historic character, maintaining compatibility with surrounding uses, and improving site efficiency. The site plan incorporates a balanced layout that includes necessary patient accommodations, staff facilities, and parking, ensuring that the development meets both regulatory requirements and the operational needs of the nursing home.

Improvements to Historic Structure / Certificate of Appropriateness. Fair Havens Nursing Home is a historically designated property, and any modifications to the site must comply with Chapter 153 of the City Code.

Pursuant to Section 153-58(D) of the City Code, a regular Certificate of Appropriateness may be approved administratively if the proposed work is classified as "maintenance or repair" or "minor restorations or rehabilitations." According to Section 153-60, "maintenance or repair"

includes actions taken to sustain the existing form, integrity, and material of a structure. Additionally, minor restorations or rehabilitations refer to changes that do not alter the overall character or feeling of the property.

As noted above, there are no substantive changes proposed to the historic structure beyond re-painting and landscaping improvements. Since the proposed structural development plans affect only the non-historic portion of the building and does not impact the designated historic elements, the Applicant requests administrative approval of the Certificate of Appropriateness rather than requiring a public hearing before the Historic Preservation Board.

Conclusion. We are excited to be bringing a truly game-changing set of improvements to the Property. The proposed redevelopment represents a significant improvement to the Property, enhancing both its operational efficiency and historic preservation while maintaining compatibility with the City's planning objectives. The requested land use and zoning changes will ensure regulatory consistency, while the zoning code amendment will establish clear development standards tailored to the needs of nursing, convalescent, and extended-care homes. The site plan has been carefully designed to balance functionality, aesthetics, and historic integrity and prepare the Property for another century of success.

For these reasons, the Applicant respectfully requests approval of the proposed amendments and entitlements. We appreciate the City's consideration of this application and look forward to working collaboratively throughout the review process. Please do not hesitate to contact us should you require any additional information.

Sincerely,

Graham Penn

Docusign Envelope ID: 409BDD9D-09E3-433C-B4C2-B477F952F60A

DEVELOPMENT APPLICATION

Instructions

Please print or type all the fields, except those for "Office Use Only." This application must be filled out accurately and completely; if an item is not applicable to your development, simply write "N/A".

Office Use Only	
Application No.	Date
Escrow No.	

Property Owner – acknowledgement and contact information

Under penalties of perjury, I declare that I have read the foregoing application and all attachments to the application and that the facts stated in it are true to the best of my knowledge and belief.

Name Fair Havens Propco LLC	Signature Signed by: CC2FE0D8AC6F485...
Email gpenn@brzoninglaw.com	Telephone No. 305-374-5300
Address 22 Pleasant Ridge Road, Spring Valley, NY 10977	

Application Type – Check the box, or circle, all options that apply

Requested Process(es)			
☐	Meeting ☐ Pre-application ☐ Development review	☑	Amendment(s) ☐ Comprehensive Plan ☑ Code ☑ FLU Map ☑ Zoning Map
☑	Site Plan review / Large-Scale Development ☐ Project type ☑ Additions and Renovations	☐	Street of Alley Vacation or Abandonment
☐	Variance / Special Exception Appeal / Conditional Use ☐ _____ ☐ _____	☐	Platting / Subdivision ☐ Tentative Plat ☐ Final Plat ☐ Waiver of Plat
☐	Vacation, Abandonment, and Closure of Streets, Easements, and Alleys		

AGENT AUTHORIZATION FORM

Development Address	201 Curtiss Parkway, Miami Springs, FL 33166
Folio Number(s)	05-3119-010-2480, 05-3119-010-0620, 05-3119-010-0630, 05-3119-010-0640
	05-3119-010-0680, 05-3119-010-0690, 05-3119-013-1010
Property Owner	Fair Havens Propco LLC

The undersigned, registered property owner(s) of the subject site, do hereby authorize

Graham Penn, of Bercow Radell Fernandez Larkin + Tapanes

Agent — Name of Company / Firm

to act on my behalf and take all actions necessary for the processing, issuance, and acceptance of this application and all standard and special conditions associated.

Agent Address	200 S Biscayne Blvd Suite 300 Miami, FL 33131
Telephone No.	305-374-5300
Mobile	
Email	gpenn@brzoninglaw.com

We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.

Owner signature

Agent signature

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me, by means of ☑ physical presence or ☐ online notarization, this 03 day of January, 2025, by Bent Philipson, the owner, who is ☑ personally known or ☐ produced the following identification _____ and by Graham Penn, if multiple, who is ☑ personally known or ☐ has produced the following identification _____.

Notary Public - Signature

STELLA M. VILARDI
Notary Public – Printed Name

STELLA M VILARDI
NOTARY PUBLIC, State of New York
No. 01VI6103407
Qualified in Nassau County
Commission Expires 12/29/2027

APPLICANT'S AFFIDAVIT FORM

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of my(our) knowledge and belief. I(We) understand this application must be complete and accurate before the application ca be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

I(We), Bent Philipson, being first duly sworn, depose and say that I am (We are) the ☑ Owner ☐ Tenant of the property described, and which is the subject matter of the proposed project and any related public hearing.

Owner/Tenant signature

Owner/Tenant signature

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me, by means of ☑ physical presence or ☐ online notarization, this 03 day of January, 20 25, by Bent Philipson, the owner, who is ☑ personally known or ☐ produced the following identification _____ and by _____, if multiple, who is ☐ personally known or ☐ has produced the following identification _____.

Notary Public - Signature

STELLA M. VILARDI
Notary Public – Printed Name

STELLA M VILARDI
NOTARY PUBLIC, State of New York
No. 01VI6103407
Qualified in Nassau County
Commission Expires 12/29/2027

CORPORATION, TRUSTEE, PARTNERSHIP, LIMITED PARTNERSHIP AFFIDAVIT

I(We), Bent Philipson, being first duly sworn, depose and say that I am (We are) the ☑ President ☐ Vice-President ☐ Secretary ☐ Asst. Secretary of the aforesaid ☐ Corporation ☐ Trustee ☐ Partnership ☑ Limited Partnership, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the ☑ Owner ☐ Tenant of the property described herein and which is the subject matter of the proposed hearing.

NOTE: where the principal officers or stockholders consists of another Corporation(s), Trustee(s), Partnership(s), or similar entities, further disclosure shall be required to identity of the natural person(s) having the ultimate ownership interest in said entity.

Fair Havens Propco LLC
Name of Entity

Corporate Seal

By Fair Havens Propco LLC	33.01 %
By Fair Havens Philipson TIC Member I LLC	11.41 %
By Fair Havens Philipson TIC Member II LLC	21.19 %
By Fair Havens Philipson TIC Member III LLC	34.39 %

Signature

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me, by means of ☑ physical presence or ☐ online notarization, this 03 day of January, 20 25, by Bent Philipson, the owner, who is ☑ personally known or ☐ produced the following identification _____ and by _____, if multiple, who is ☐ personally known or ☐ has produced the following identification _____.

Notary Public - Signature

STELLA M. VILARDI
Notary Public – Printed Name

STELLA M VILARDI
NOTARY PUBLIC, State of New York
No. 01VI6103407
Qualified in Nassau County
Commission Expires 12/29/2027

ATTORNEY AFFIDAVIT

I, Graham Penn, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the [X] Owner [ ] Tenant of the property described, and which is the subject matter of the proposed hearing.

Signature

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me, by means of [x] physical presence or [ ] online notarization, this 13 day of February, 20 25, by Graham Penn, the owner, who is [X] personally known or [ ] produced the following identification _____.

Notary Public - Signature

Yeidy Montesino Perez
Notary Public – Printed Name

NOTARY PUBLIC STATE OF FLORIDA
YEIDY MONTESINO PEREZ
Commission # HH 596999
Expires January 24, 2029

COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent to the payment of all applicable fees involved as part of this application process. These fees include but are not limited to application fees, postage, advertising. Attorney fees and any outside contractors, agents, or consultant regardless of the outcome of the public hearing.

Date 01/03/2025

Full name Bent Philipson

Street address 201 Curtiss Parkway City Miami Springs

State Florida Zip 33166

Telephone 305-374-5300

Email gpenn@brzoninglaw.com

Signature

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me, by means of ☑ physical presence or ☐ online notarization, this 03 day of January, 20 25, by Bent Philipson, the owner, who is ☑ personally known or ☐ produced the following identification _____.

Notary Public - Signature

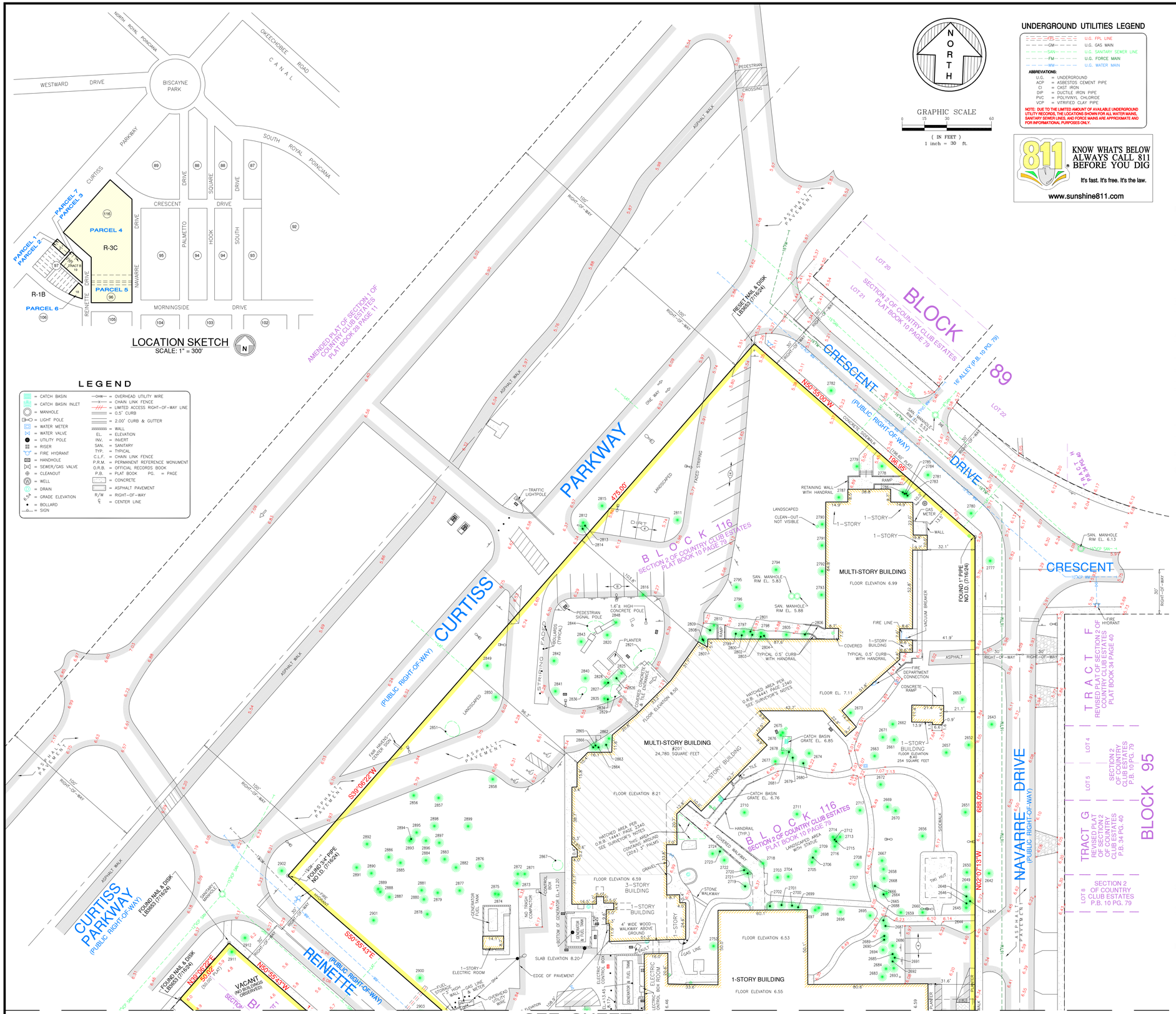
Stella M. Vilardi
Notary Public – Printed Name

STELLA M VILARDI
NOTARY PUBLIC, State of New York
No. 01VI6103407
Qualified in Nassau County
Commission Expires 12/29/2027

LOCATION SKETCH
SCALE: 1" = 300'

LEGEND

- CATCH BASIN
- CATCH BASIN INLET
- MANHOLE
- LIGHT POLE
- WATER METER
- WATER VALVE
- UTILITY POLE
- RISER
- FIRE HYDRANT
- HANDHOLE
- SEWER/GAS VALVE
- CLEANOUT
- WELL
- DRAIN
- GRADE ELEVATION
- BOLLARD
- SIGN
- OHW = OVERHEAD UTILITY WIRE
- CHAIN LINK FENCE
- LIMITED ACCESS RIGHT-OF-WAY LINE
- 0.5' CURB
- 2.00' CURB & GUTTER
- WALL
- EL. = ELEVATION
- INV. = INVERT
- SAN. = SANITARY
- TYP. = TYPICAL
- C.L.F. = CHAIN LINK FENCE
- P.R.M. = PERMANENT REFERENCE MONUMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK PG. = PAGE
- CONCRETE
- ASPHALT PAVEMENT
- R/W = RIGHT-OF-WAY
- ℄ = CENTER LINE



GRAPHIC SCALE
0 15 30 60
(IN FEET)
1 inch = 30 ft.

UNDERGROUND UTILITIES LEGEND

- U.G. FPL LINE
- U.G. GAS MAIN
- U.G. SANITARY SEWER LINE
- U.G. FORCE MAIN
- U.G. WATER MAIN

ABBREVIATIONS:
U.G. = UNDERGROUND
ACP = ASBESTOS CEMENT PIPE
CI = CAST IRON
DIP = DUCTILE IRON PIPE
PVC = POLYVINYL CHLORIDE
VCP = VITRIFIED CLAY PIPE

NOTE: DUE TO THE LIMITED AMOUNT OF AVAILABLE UNDERGROUND UTILITY RECORDS, THE LOCATIONS SHOWN FOR ALL WATER MAINS, SANITARY SEWER LINES, AND FORCE MAINS ARE APPROXIMATE AND FOR INFORMATIONAL PURPOSES ONLY.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.sunshine811.com

LEGAL DESCRIPTION: (Real Property encompassing "Fair Havens Center")

Parcel 1:

Lot 1, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

Parcel 2:

Lot 2, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

Parcel 3:

Tract B, Block 97, REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 34, at Page 40, of the Public Records of Miami-Dade County, Florida, being identical with Lots 19 and 20, Block 97, Section 2 of Country Club Estates, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

Parcel 4:

All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami-Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69-429, and North 10 feet of Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

Parcel 5:

South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87-120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

Parcel 6:

Lot 18, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

Parcel 7:

Lot 21, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:

- This site lies in Section 19, Township 53 South, Range 41 East, City of Miami Springs, Miami-Dade County, Florida.
- All documents are recorded in the Public Records of Miami-Dade County, Florida, unless otherwise noted.
- Lands shown hereon were NOT abstracted for restrictions, easements and/or rights-of-way of records.
- Deed Book 1675, Page 73 recorded January 24, 1936 restricts building setbacks to front 30', side 5', and rear 5'. Other restrictions affect parcel but not subject to location.
- O.R.B. 14441 Page 2340 gives historical preservation board control of architectural integrity of area hatched being the original Pueblo Hotel and the exteriors of all future construction and all healthy Wasingtonia palm trees located on the property.
- Bearings hereon are referred to an assumed value of N 00°00'00" E for the westerly right of way line of Navarre Drive and evidenced by (2) found 1" pipe.
- Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on Miami-Dade County Bench Mark No. M-74, Elevation +9.41 Located at N.E. corner of Wing Wall Bridge over the Miami River.
- Lands shown hereon are located within an area having a Zone Designation AH (EL 7) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 12086C0283L, for Community No. 120653, dated September 11, 2009, and index map revised September 11, 2009, and is relative to the National Geodetic Vertical Datum of 1929.
- Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted.
- Total lands shown hereon containing 267,080 square feet, or 6.131 acres, more or less.
- All horizontal control measurements are within a precision of 1:10,000.
- This map is intended to be displayed at the graphic scale shown hereon or smaller.
- Roof overhang not located unless otherwise shown.
- Trees shown are surveyed for their horizontal location and/or size. Identification and/or name verification of all trees should be confirmed by the Division of Forestry, a certified Arborist or a professional in that field.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- The approximate location of all utilities shown hereon were determined from As-Built plans and/or on-site locations and should be verified before construction.
- The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. Except for where accessible at sanitary and/or storm sewer structures, the surveyor has not physically located the underground utilities. This firm recommends that the underground utilities should be field verified prior to any new construction.
  NOTE: DUE TO THE LIMITED AMOUNT OF AVAILABLE UNDERGROUND UTILITY RECORDS, THE LOCATIONS SHOWN FOR ALL WATER MAINS, SANITARY SEWER LINES, AND FORCE MAINS ARE EXTREMELY APPROXIMATE AND FOR INFORMATIONAL PURPOSES ONLY.
- Legal description shown hereon based on information furnished by client and no claims as to ownership are made or implied.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Boundary & Topographic Survey" was made under my responsible charge on May 31, 2018, and last updated July 16, 2024, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

This Drawing is the Property of Fortin, Leavy, Skiles, Inc. and is an Instrument of Service not to be Reproduced in Whole or in Part without the Express WRITTEN Permission of Same.

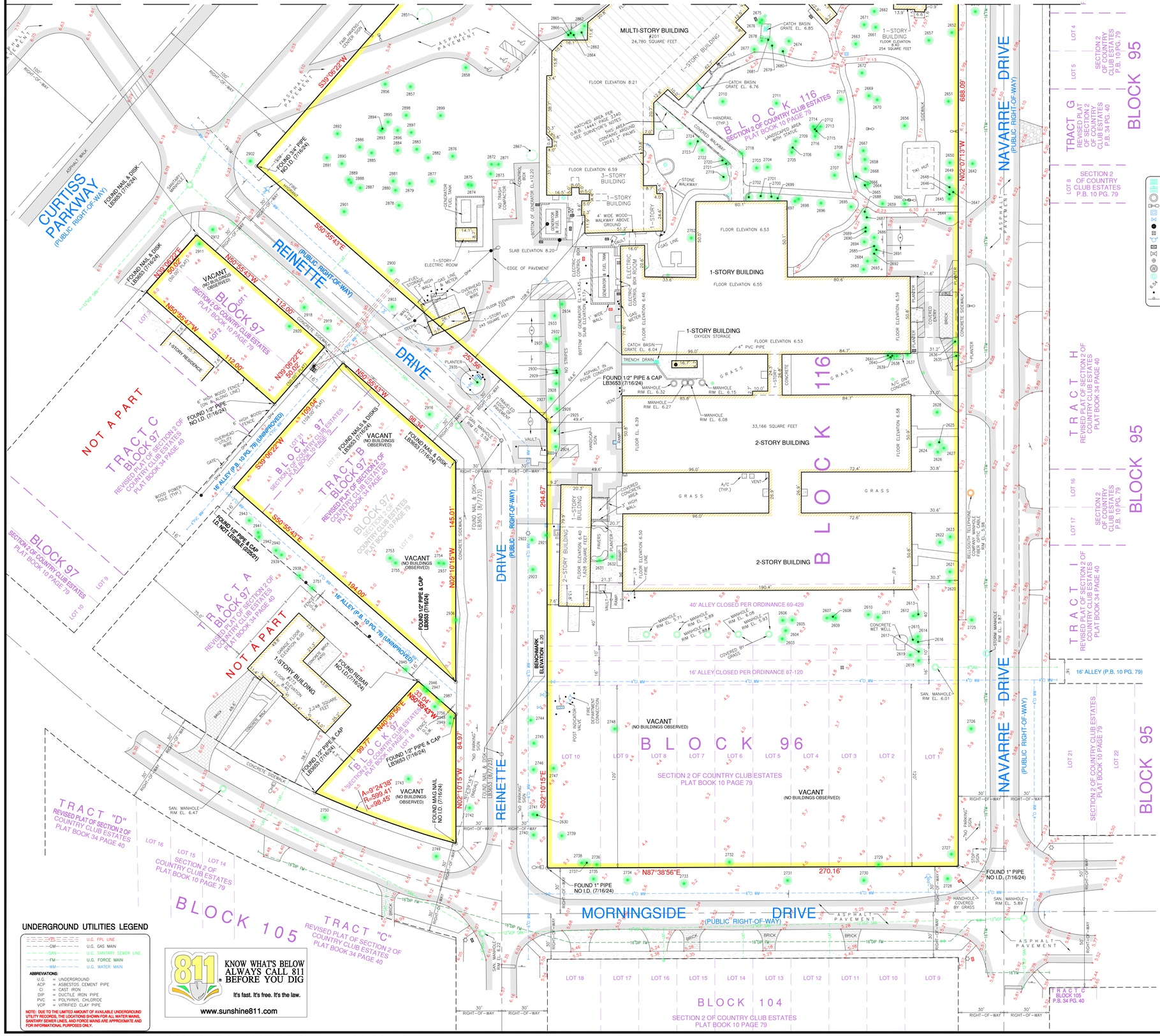
No.		Revision Description	
7	240445	UPDATE SURVEY (7/16/24) PP	BLS
6	230475	REVISE BEARINGS (10/30/23)	GEM
5	230478	ADD U/G WATER & SAN. SEWER LINES BASED ON U/G UTILITY LOCATES PERFORMED BY OTHERS (9/7/23)	GEM
4	230475	UPDATE SURVEY & TREE SURVEY (8/7/23)	SJH GEM
3	210285	AMEND TO SHOW GENERATORS (5/3/21)	RLL DANJR

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 0003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

BOUNDARY & TOPOGRAPHIC SURVEY
FAIR HAVENS CENTER
CITY OF MIAMI SPRINGS, MIAMI-DADE COUNTY, FLORIDA

Original Date	5/31/18
Scale	1" = 30'
Drawn By	MAP
CAD No.	000184-SP
Plotted	7/23/24 9:06a
Ref. Dwg.	931168
Field Book	524/25 JWL & F.S. RLL
Job No.	180474
Dwg. No.	2018-086
Sheet	1 of 2

SEE SHEET 1


CURTISS PARKWAY
(PUBLIC RIGHT-OF-WAY)
REINETTE DRIVE
(PUBLIC RIGHT-OF-WAY)
NAVARRE DRIVE
(PUBLIC RIGHT-OF-WAY)
MORNINGSIDE DRIVE
(PUBLIC RIGHT-OF-WAY)
MULTI-STORY BUILDING
#201
24,780 SQUARE FEET
1-STORY BUILDING
FLOOR ELEVATION 8.40
254 SQUARE FEET
1-STORY BUILDING
FLOOR ELEVATION 6.55
1-STORY BUILDING
OXYGEN STORAGE
2-STORY BUILDING
33,166 SQUARE FEET
BLOCK 116
SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 10 PAGE 79
BLOCK 97
SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 10 PAGE 79
BLOCK 96
SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 10 PAGE 79
BLOCK 105
SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 10 PAGE 79
BLOCK 104
SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 10 PAGE 79
BLOCK 95
SECTION 2 OF COUNTRY CLUB ESTATES
P.B. 10 PG. 79
TRACT A
REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 34 PAGE 40
TRACT B
REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 34 PAGE 40
TRACT C
BLOCK 105
P.B. 34 PG. 40
TRACT D
REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 34 PAGE 40
TRACT G
REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 34 PAGE 40
TRACT H
REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 34 PAGE 40
NOT A PART
VACANT
(NO BUILDINGS OBSERVED)
16' ALLEY (P.B. 10 PG. 79) (UNIMPROVED)
16' ALLEY CLOSED PER ORDINANCE 87-120
40' ALLEY CLOSED PER ORDINANCE 69-429
FOUND NAIL & DISK LB3653 (7/16/24)
FOUND 3/4" PIPE NO I.D. (7/16/24)
FOUND 1/2" PIPE & CAP LB3653 (7/16/24)
FOUND 1" PIPE NO I.D. (7/16/24)
FOUND REBAR NO I.D. (7/16/24)
FOUND MAG NAIL NO I.D. (7/16/24)
FOUND 1/2" PIPE NO I.D. (7/16/24)
FOUND 1/2" PIPE & CAP LB3653 (7/16/24)
FOUND 1/2" PIPE & CAP (NO LEGIBLE ID) (6/25/21)
FOUND 1/2" PIPE NO I.D. (7/16/24)
FOUND 1/2" PIPE & CAP LB3653 (7/16/24)
FOUND NAILS & DISKS LB3653 (7/16/24)
FOUND NAIL & DISK LB3653 (8/7/23)
FOUND NAIL & DISK LB3653 (7/16/24)
FOUND NAIL & DISK LB3653 (7/16/24)
S39°06'22"W
S50°55'43"E
N39°06'22"E
N50°55'43"W
N02°10'15"W
S02°10'15"E
N87°38'56"E
S87°38'56"W
N02°07'13"W
294.67'
145.01'
194.00'
84.97'
270.16'
688.09'
253.56'
112.00'
100.00'
50.00'
33.04'
A=9°24'38"
R=590.41'
L=98.45'
CATCH BASIN GRATE EL. 6.85
CATCH BASIN GRATE EL. 6.76
CATCH BASIN GRATE EL. 6.04
FLOOR ELEVATION 8.21
FLOOR ELEVATION 6.59
FLOOR ELEVATION 6.53
FLOOR ELEVATION 6.55
FLOOR ELEVATION 6.59
FLOOR ELEVATION 6.58
FLOOR ELEV. 6.39
FLOOR ELEVATION 6.40
FLOOR ELEVATION 6.50
BENCHMARK ELEVATION 6.80
SLAB ELEVATION 8.20
BOTTOM OF GENERATOR EL.+12.20
BOTTOM OF GENERATOR EL.+13.43
SLAB ELEVATION 13.63
ELECTRIC CONTROL BOX
ELECTRIC METER ELEVATION 6.46
GAS METER ELEVATION 6.46
TRENCH DRAIN
4" PVC PIPE
4" WIDE WOOD WALKWAY ABOVE GROUND
HATCHED AREA PER O.R.B. 14441 PG. 2340 SEE SURVEYOR'S NOTE #3
TWO AREA CONTAINING AROUND (20±) PALMS
LANDSCAPED AREA WITH STATUE
COVERED WALKWAY
STONE WALKWAY
GRAVEL
COVERED CONCRETE AREA
PAVERS
PLANTER
A/C (TYP.)
A/C ON CONCRETE
HANDICAP SIGN
HANDRAIL (TYP.)
SIDEWALK
CONCRETE SIDEWALK
CONCRETE WET WELL
SAN. MANHOLE RIM EL. 6.01
SAN. MANHOLE RIM EL. 5.89
SAN. MANHOLE RIM EL. 6.22
SAN. MANHOLE RIM EL. 6.47
MANHOLE RIM EL. 6.32
MANHOLE RIM EL. 6.27
MANHOLE RIM EL. 6.15
MANHOLE RIM EL. 6.08
MANHOLE RIM EL. 5.71
MANHOLE RIM EL. 5.89
MANHOLE RIM EL. 6.08
MANHOLE RIM EL. 5.93
MANHOLE RIM EL. 5.88
HANDHOLE COVERED BY GRASS
SOUTH TELEPHONE BELLSOUTH FIBER OPTIC CABLE
STORM LINE SEE SHEET 2
GENERATOR & FUEL TANK
GENERATOR & FUEL TANK
1-STORY ELECTRIC ROOM
1-STORY GAS METER ROOM
OVERHEAD UTILITY WIRE
FUEL STORAGE 3" HIGH
CONTROL BOX
NO TRASH COMPACTOR
SANITARY MANHOLE
FIRE HYDRANT
FIRE HYDRANT CONNECTION
POST INDICATOR VALVE
VAULT
VAULT
VAULT
RAMP
WATER VALVE
WATER METER
WOOD POWER POLE (TYP.)
OVERHEAD UTILITY WIRE
GATE
6' HIGH WOOD FENCE (ON & NEAR LINE)
6' HIGH WOOD FENCE
CHAIN LINK FENCE
CHAIN LINK FENCE
CHAIN LINK

FAIR HAVENS NURSING & REHAB CENTER

201 CURTISS PARKWAY
MIAMI SPRINGS, FLORIDA



REV - 1
02. 07. 2025

BELLON ARCHITECTURE

BELLON ARCHITECTURE
12930 S.W. 128 Street Suite 203
MIAMI, FL 33186

LEGAL DESCRIPTIONS

Parcel 1:
Lot 1, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

Parcel 2:
Lot 2, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

Parcel 3:
Tract B, Block 97, REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 34, at Page 40, of the Public Records of Miami-Dade County, Florida, being identical with Lots 19 and 20, Block 97, Section 2 of Country Club Estates, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

Parcel 4:
All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami-Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69-429, and North 10 feet of Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

Parcel 5:
South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87-120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

Parcel 6:
Lot 18, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

Parcel 7:
Lot 21, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida.

GENERAL NOTES

1. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL BUILDING CODES. PERMIT SHALL BE POSTED ON A VISIBLE PLACE AT ALL TIMES. ALL PERMITS UTILITY AND METER CONNECTIONS FEES SHALL BE OBTAINED AND PAID FOR BY DE CONTRACTOR.
2. ALL WORKS, MATERIALS AND EQUIPMENT UTILIZED IN THIS PROJECT SHALL CONFORM TO STANDARDS PUBLISHED BY RECOGNIZED PROFESSIONAL AND INDUSTRY ORGANIZATIONS AND BE IN STRICT ACCORDANCE WITH THE MANUFACTURES RECOMMENDATIONS AND SPECIFICATIONS.
3. CONTRACTORS SHALL BE RESPONSIBLE FOR VISITING THE SITE PRIOR TO BUILDING AND FAMILIARIZING HIM/HERSELF WITH EXISTING CONDITIONS AFFECTING THE WORK, INCLUDING BUT NOT LIMITED TO PRIVATE AND PUBLIC UTILITIES ON AND OFF SITE, ACCESS ROADS AND OTHER SUPPORTS.
4. CONTRACTOR TO REMOVE, RELOCATE OR RE-ROUTE AS NECESSARY ELECTRICAL, GAS WATER OR ANY OTHER UTILITY LINES ENCOUNTERED AND SHALL COORDINATE THIS WORK WITH ALL LOCAL UTILITY COMPANIES.
5. CONTRACTOR MUST NOTIFY ARCHITECT IMMEDIATELY OF ANY UNEXPECTED OR UNKNOWN CONDITIONS, DISCREPANCIES IN THE DRAWINGS IN THE FIELD PRIOR TO PROCEEDING WITH WORKS OR SHOP FABRICATIONS.
6. CONTRACTOR SHALL NOTIFY ARCHITECT FOR CLARIFICATION PRIOR TO BUILDING OF ANY DISCREPANCY BETWEEN ARCHITECTURAL, ELECTRICAL, MECHANICAL AND PLUMBING DRAWINGS. BID SHALL BE BASED ON THE MOST STRINGENT REQUIREMENT.
7. CONTRACTOR IS TO OBTAIN WRITTEN APPROVAL FORM OWNER AND ARCHITECT TO ANY CHANGES OR DEVIATION FROM CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL PREPARE AND MAINTAIN ALL CONSTRUCTION AREAS, AS WELL AS SURROUNDING AREAS FREE OR DEBRIS OR HAZARDOUS EQUIPMENT ALL TIMES.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR REPLACEMENT OF ANY ITEMS DAMAGED DURING CONSTRUCTION OR CLEAN-UP. CONSTRUCTION PERSONNEL SHALL BE CONFINED TO THE LIMITS OF THE CONSTRUCTION AREA. ALL OSHA REGULATIONS FOR THE CONSTRUCTIONS AREAS SHALL BE STRICTLY FOLLOWED.
10. DISCREPANCIES.
    - IN DISCREPANCIES OR CONFLICTS IN THE CONTRACT DOCUMENTS, THE MORE STRICT REQUIREMENTS WILL APPLY.
    - THE CONTRACTOR SHALL HAVE ALL ITEMS OR DETAILS CLARIFIED WITH THE ARCHITECT PRIOR TO SUBMITTING A BID, OTHERWISE THE ARCHITECT'S INTERPRETATION SHALL BE FINAL.
    - ON-SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY DISCREPANCY SHALL BE REPORTED TO THE ARCHITECT AT ONCE BEFORE PROCEEDING.
11. DRAWINGS ARE NOT TO BE SCALED. DIMENSIONS SHALL BE FOLLOWED.
12. ALL DIMENSIONS ARE BASED ON NOMINAL SIZES OF MEMBERS AND ARE GIVEN TO THE OUTER FACE OF SUCH MEMBERS, NOT TO FACE OF FINISH MATERIALS UNLESS OTHERWISE NOTED ON DRAWINGS.
13. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BEFORE COMMENCING FABRICATION AND/OR INSTALLATION OF ALL APPLICABLE ITEMS FOR CONSTRUCTION. ALL SHOP DRAWINGS DIMENSIONS SHALE BE FIELD VERIFIED, REVIEWED AND APPROVED BY CONTRACTOR BEFORE SUBMITTAL FOR ADDITIONAL REQUIREMENTS.
14. THE CONTRACTOR SHALL BE AWARE THAT SPECIFIC FIRE-RATED SEPARATION WITHIN THE BUILDING'S CONSTRUCTION ARE REQUIRED BY CODE.
15. THE USE OF SPECIFIC MATERIALS AND COMBINATIONS OF MATERIALS WITHIN FIRE-RATED ASSEMBLIES AS CALLED FOR ON THE DRAWINGS AND SPECIFICATIONS ARE FOR THE PURPOSE OF ACHIEVING THOSE REQUIRED FIRE SEPARATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT CHANGE IN MATERIAL THAT ARE REQUESTED BY OR MADE BY CONTRACTOR AND/OR IT'S SUB-CONTRACTORS, FROM THOSE MATERIALS DRAWN OR SPECIFIED, DOES NOT IN ANY WAY AFFECT OR LESSEN THE REQUIRED FIRE RATED CONSTRUCTION ASSEMBLY.
16. WHERE CONCRETE MASONRY UNIT (CMU) IS INDICATED TO HAVE AN SPECIFIC HOURLY FIRE RATING, THIS SHALL BE TAKEN AS THE MINIMUM ALLOWED.
17. ALL WOOD FRAMING, INCLUDING PLYWOOD, WHICH IS CONCEALED WITHIN WALLS OR CEILINGS OR USED FOR SUPPORT OF WALLS AND CEILINGS SHALL MEET CODE REQUIREMENTS. PRESSURE TREATED WOOD SHALL BE USED WHERE IN CONTACT WITH CONCRETE OR MASONRY OR IN CONTACT WITH THE ELEMENTS (EXTERIOR).
18. ALL PIPING TO BE SLEEVED TROUGH SLAB, CONTRACTOR TO FULLY SEAL SPACE AROUND PIPES WITH A 2-HOUR U.L. APPROVED FIRE RESISTIVE "THE" GLASS FIBER SATING INSULATION AS MANUFACTURED BY U.S. GYPSUM CO. COMPLYING WITH ASST. E-119.
19. CONTRACTOR TO SUBMIT A MINIMUM OF FIVE (5) SETS OF COMPLETE SHOPS DRAWINGS OR AS SUBMITTALS FOR APPROVAL BEFORE COMMENCING FABRICATION AND OR INSTALLATION OF ALL APPLICABLE ITEMS OF CONSTRUCTION. ALL SHOP DRAWINGS DIMENSIONS SHALL BE FIELD-VERIFIED AND REVIEWED AND APPROVED BY THE CONTRACTOR BEFORE SUBMITTAL, AND SO NOTED.
20. CONTRACTOR TO FURNISH AND INSTALL ALL METAL AND WOOD BLOCKING REQUIRED FOR WALL-MOUNTED OR BRACED FIXTURE, MILLWORK, FIELD-VERIFIED AND REVIEWED AND APPROVED BY THE CONTRACTOR BEFORE SUBMITTAL AND SO NOTED. SHELVES, BATHROOMS FIXTURES AND ACCESSORIES OR BY THE ITEMS DESCRIBED IN INTERIOR DESIGN AND ARCHITECTURAL DRAWINGS.
21. IN ADDITION TO WALL TYPES SHOWN ON PLANS, THE CONTRACTOR SHALL REFER TO THE ROOM FINISH SCHEDULE, INTERIOR ELEVATIONS AND DETAILS FOR ADDITIONAL INFORMATION REGARDING FINISHES.
22. CONTRACTOR SHALL COORDINATE WITH MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATION OF ALL ACCESS PANELS SO AS TO ALLOW FOR PROPER EQUIPMENT ACCESSIBILITY, MAINTENANCE AND/OR OPERATION OF THE BUILDING SYSTEMS. THE OMISSIONS OF ANY OF ALL ACCESS PANELS DOES NOT RELIEVES THE CONTRACTOR OF THE RESPONSIBILITY FROM PROVIDING AND INSTALLING SUCH PANELS OR DOORS.
23. CONTRACTOR TO PROVIDE ACCESS PANELS FOR ALL A/C FIRE DAMPERS WHERE APPLICABLE.
24. CONTRACTOR SHALL PAINT ALL VISIBLE SURFACES OF FACTORY PRIMED OR FACTORY PAINT FINISHED EQUIPMENT, A/C, GRILLS OR REGISTERS, COVERS ETC. UNLESS SPECIFICALLY RATED OTHERWISE VERIFY AND COORDINATE COLORS WITH INTERIOR DESIGN AND ARCHITECT.
25. BEFORE INSTALLATION, THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT THE EXACT MOUNTING LOCATION OF ALL SWITCHES, WALL RECEPTACLES PLUGS, THERMOSTATS AND OTHER WALL MOUNTED FIXTURE.
26. ALL INTERIOR AND EXTERIOR JOINTS BETWEEN DIFFERENT MATERIALS OR FINISHES SHALL RECEIVE A BEAD OF CAULKING TO MATCH COLORS OF ADJACENT SURFACES. COORDINATE COLORS WITH THE ARCHITECT.
27. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS AND CONSTRUCTION MATERIALS FROM THE SITE (REFER TO NOTE #9). CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROPERTY CLEANING ALL AREAS PRIOR TO FINAL ACCEPTANCE BY THE OWNER INCLUDING BUT NOT LIMITED TO WINDOWS, STOREFRONTS, FLOORS, CARPETS, WALLS, DOORS, ETC.
28. UPON COMPLETION OF THIS PROJECT, THE CONTRACTOR SHALL GIVE THE OWNER A COMPLETE SET OF AS BUILT ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS ALONG WITH THE WRITTEN GUARANTIES, OPERATION AND MAINTENANCE MANUALS OF ALL EQUIPMENT AND FINISHED INSTALLED. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF AS-BUILT DRAWINGS. INFORMATION SHALL BE REORDERED BY THE CONTRACTOR AS CONSTRUCTION PROGRESSES.
29. BUILDINGS AND STRUCTURES HEREIN PROVIDED FOR UNDER DIVISION 3, 4, 5,6 AND 7 MEET THE REQUIREMENTS FOR IMPACT RESISTIBILITY, AS REQUIRED BY SECTION 2315 OF THE FLORIDA BUILDING CODE, AND ARE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH CONDITION II, TABLE 9 OF THE ASCE 7-98.
30. CONTRACTOR TO SUBMIT PRODUCT APPROVAL TO THE BUILDING DEPARTMENT FOR ALL WINDOWS, DOORS, HURRICANE SHUTTERS AND ALL COMPONENTS REQUIRING PRODUCT APPROVAL PRIOR TO THE SUBMITTAL OF SHOP DRAWINGS.
31. ANY DAMAGE TO EXISTING STRUCTURES IN THE CONSTRUCTION OF NEW WORK SHALL BE REPAIRED TO EQUIVALENT OR BETTER THAN ORIGINAL CONDITION AT CONTRACTOR EXPENSE.
32. CONTRACTOR SHALL PROVIDE PROPER SAFEGUARD IN COMPLIANCE WITH CODES DURING ALL PHASES OF CONSTRUCTION.
33. CONTRACTOR TO INSTALL BARRIERS AS NECESSARY AND REQUIRED AROUND PERIMETER OF CONSTRUCTION UNITS TO PROTECT THE PUBLIC AND OR ADJACENT PROPERTY.
34. COORDINATE ALL DEMOLITION WORK WITH ALL OTHERS TO INSURE WORK WITH PROGRESS WITHOUT INTERRUPTIONS AND MINIMUM DELAYS. COORDINATE AND SCHEDULE THE WORK WITH THE OWNER WHERE POSSIBLE DISTURBANCE MAY OCCUR AND WHERE RELOCATING OF OTHER POTENTIAL DISRUPTIONS OF OWNER'S FUNCTIONS AND SERVICES MAY OCCUR. ALL WORK AFFECTING OWNER'S FUNCTIONS AND ACTIVITIES INCLUDING ACCOMPLISHING WORK BY PHASING WITH OWNER'S APPROVAL.
35. IN THE EVENT THAT THE G.C. EFFECTS TO HAVE MORE THAN (1) CONCRETE POUR/DAY THE G.C. WILL BE RESPONSIBLE FOR ANY ADDITIONAL CITY IMPOSED INSPECTION COSTS.

ABBREVIATIONS

ACCRY	ACCESSORY	JAN	JANITOR
ACOUS	ACOUSTIC(AL)	JST	JOIST
A/C	AIR CONDITIONER	JT	JOINT
A.F.F	ABOVE FINISHED FLOOR		
AL. ALUM	ALUMINUM	KIT	KITCHEN
ALT	ALTERNATE	KO	KNOCKOUT
ANOD	ANODIZED	KPL	KICK PLATE
A.O.R.	ARCHITECT OF RECORD		
APPL	APPLIANCE	LAD	LADDER
ARCH	ARCHITECT(URAL)	LAV	LAVATORY
ASPH	ASPHALT	LB	POUND
A.T.O.S.	ABOVE TOP OF SLAB/ SHEATHING	LBL	LABEL
AUTO	AUTOMATIC	L.L	LIVE LOAD
AVG	AVERAGE	L.P	LOW POINT
		LT	LIGHT
BD	BOARD	LTL	LINTEL
B.L	BUILDING LINE	LVLG	LEVELING
BLDG	BUILDING	LW	LIGHTWEIGHT
BLKG	BLOCKING	LW.C	LIGHTWEIGHT CONCRETE
BOLLD	BOLLARD	LVR	LOUVER
BR	BEDROOM		
BOTT	BOTTOM	MAS	MASONRY
		MAT	MATERIAL(S)
CAB	CABINET	MAX	MAXIMUM
CEM	CEMENT(ITIOUS)	M.C	MEDICINE CABINET
CER	CERAMIC	MECH	MECHANIC(AL)
C.F	CUBIC FOOT	MEMB	MEMBRANE
C.I	CAST IRON	MEZZ	MEZZANINE
C.I.P	CAST-IN-PLACE	MFD	MANUFACTURED
CIR	CIRCUMFERENCE	MFR	MANUFACTURER
CIRC	CIRCLE	MIN	MINIMUM
C.J	CONTROL JOINT	MISC	MISCELLANEOUS
C.L	CENTER LINE	MIR	MIRROR
CLG	CEILING	MLWK	MILLWORK
C.M.U	CONCRETE MASONRY UNIT	M.O	MANSONRY OPENING
C.O	CLEAN OUT	MOD	MODULAR
COATG	COATING	MOIST	MOISTURE
COL	COLUMN	MOT	MOTOR(IZED)
COILG	COILING	MTD	MOUNTED
CONC	CONCRETE	MTL	METAL
CONST	CONSTRUCTION	MULL	MULLION
CONT	CONTINUOUS CONTINUATION		
CONTR	CONTRACT(OR)	N.I.C	NOT IN CONTRACT
CORR	CORRUGATED	NOM	NOMINAL
COV	COVER	N.T.S	NOT TO SCALE
CPT	CARPET		
C.Y	CUBIC YARD	O.C	ON CENTER
		O.D	OUTSIDE DIAMETER
DBL	DOUBLE	OF.D	OVERFLOW DRAIN
DEMO	DEMOLISH / DEMOLITION	OF.R.D	OVERFLOW ROOF DRAIN
DEPT	DEPARTMENT	OF.S	OVERFLOW SCUPPER
DES	DESIGN(IED)	OH	OVERHEAD
DET	DETAIL	OPNG	OPENING(S)
D.F	DRINKING FOUNTAIN	OPR	OPERABLE
D.L	DEAD LOAD	ORNA	ORNAMENTAL
DIA	DIAMETER	OVFL	OVFL
DIAG	DIAGONAL	OVHD	OVERHEAD
DIFF	DIFFUSER		
DIM	DIMENSION	PART	PARTITION
DISP	DISPENSER	P.B	PANIC BAR
DIV	DIVISION	P.BD	PARTICLE BOARD
DN	DOWN	PC.C	PRE-CAST CONCRETE
DNSP	DOWNSPOUT	PEDRN	PEDESTRIAN
DR	DOOR	PKG	PARKING
DRA	DRAIN	PL	PLATE
DSCON	DISCONNECT	PLAM	PLASTIC LAMINATE
DW	DISHWASHER	PLAS	PLASTER
DWG	DRAWING	P.L.F	POUNDS PER LINEAR FOOT
DWR	DRAWER	PLSTC	PLASTIC
		PLYWD	PLYWOOD
EA	EACH	PNL	PANEL
E.B	EXPANSION BOLT	POLYST	POLYSTRENE
E.J	EXPANSION JOINT	PORT	PORTABLE
ELAST	ELASTOMERIC	PREFAB	PREFABRICATED
ELEC	ELECTRICAL	PREFIN	PREFINISHED
ELEV	ELEVATION	PRTECN	PROTECTION
EMER	EMERGENCY	P.S.F	POUNDS PER SQUARE FOOT
EMBED	EMBED(DED, ING)	P.S.I	POUNDS PER SQUARE INCH
ENGR	ENGINEER(ED)	P.T	PRESSURE-TREATED
ENTR	ENTRANCE	PWD	PLYWOOD
E.O.R	ENGINEER OF RECORD	PVMT	PAVEMENT
E.P	ELECTRICAL PANEL		
EQ	EQUAL	RAD	RADIUS, RADIAL
ESC	ESCALATOR	R.D	ROOF DRAIN
EQUIP	EQUIPMENT	R.D.L	ROOF DRAIN LEADER
E.W.C	ELECTRICAL WATER COOLER	RDR	READER
E.W.H	ELECTRICAL WATER HEATER	RECES	RECESSED
EXH	EXHAUST	RECPT	RECEPTACLE
EXIST	EXISTING	REF	REFER(ENCE)
EXPS	EXPOSE(D)	REFL	REFLECTED
EXT	EXTERIOR	REFR	REFRIGERATOR
		REINF	REINFORCED(D)(ING)(MENT)
F.A	FIRE ALARM	REQD	REQUIRED
FAB	FABRICATION	RESIL	RESILIENT
F.D	FLOOR DRAIN	RESIS	RESIST(ANT)(IVE)
F.E	FIRE EXTINGUISHER	RFG	ROOFING
F.E.C	FIRE EXTINGUISHER IN CABINET	RM	ROOM
F.F.E	FINISHED FLOOR ELEVATION	R.O	ROUGH OPENING
F.H.C	FIRE HOSE IN CABINET	R.O.W	RIGHT-OF-WAY
FIN	FINISH		
FLDG	FOLDING	S.C	SOLID CORE
FLR	FLOOR(ING)	SCRN	SCREEN
FLUR	FLUORESCENT	SECT	SECTION
FP	FIREPROOF	SECUR	SECURITY
FPLC	FIREPLACE	S.F.	SQUARE FEET
F.R	FIRE RAT(ING)(ED)	SHORG	SHORING
FRMG	FRAMING	SIM	SIMILAR
F.RT	FIRE RETARDANT	SPKR	SPEAKER
FTNG	FOOTING	S.S	STAINLESS STEEL
FURN	FURNITURE	STA	STATION
FURR	FURRED	STD	STANDARD
FXD	FIXED	STL	STEEL
FXTR	FIXTURE	STOR	STORAGE
GD	GRAD(E)(ING)	STHFR	STOREFRONT
GA	GAUGE	STRUCT	STRUCTURE, STRUCTURAL
G.B	GRAB BAR	SURF	SURFACE
GA	GAUGE	SUSP	SUSPENDED
G.F.RC	GLASS FIBER REINFORCED	SYS	SYSTEM(S)
G.F.R.G	GLASS FIBER REINFORCED GYPSUM		
G.F.R.P	GLAS FIBER REINFORCED PLASTER	TEL	TELEPHONE
GL	GLASS	T&G	TONGUE AND GROOVE
G.W.H	GAS WATER HEATER	THK	THICK (NESS)
G.W.B	GYPSUM WALL BOARD	T.O.B	TOP OF BEAM
GYP	GYPSUM	T.O.S	TOP OF SLAB
		TRAF	TRAFFIC
HACPD	HANDICAPPED	TRTD	TREATED
H.B	HOSE BIB	TYP	TYPICAL
H.C	HOLLOW CORE		
HD	HEAD	UC	UNDERCUT
H.DTY	HEAVY DUTY	UNDRLAY	UNDERLAYMENT
HDWD	HARDWOOD	U.N.O	UNLESS NOTED OTHERWISE
HDWR	HARDWARE	UTIL	UTILITY
HORIZ	HORIZONTAL		
H.P	HIGH POINT	W.C	WATER CLOSET
HR	HOUR	V.C.T	VINYL COMPOSITION TILE
HT	HEIGHT	VERT	VERTICAL
HVAC	HEATING, VENTILATION AND A/C	WD	WOOD
		V.I.F	VERIFY IN FIELD
INFILTR	INFILTRATION	V.T.R	VENTILATION THRU ROOF
INSTRUM	INSTRUMENT(ATION)		
INSUL	INSULATION	WT	WEIGHT
INT	INTERIOR	WTRPRF	WATERPROOFING
INTLK	INTERLOCK(ING)	W.W.F	WELDED WIRE FABRIC

CONSULTANTS INFO & DRAWING INDEX

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PHONE: 305-6534493 FAX 305-6517152

AS-101	SURVEY
AS-102	SURVEY

CIVIL
GERARDO ZAMORA
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PHONE: 305-2737801

C1-DS	STORMWATER POLLUTION PREVENTION PLAN
C2-DS	STORMWATER POLLUTION PREVENTION DETAILS PLAN
C3-DS	PAVING, GRADING & DRAINAGE PLAN
C4-DS	PAVEMENT MARKING & SINNAGE PLAN
C5-DS	PAVING & DRAINAGE DETAILS PLAN
C6-DS	PAVING & DRAINAGE DETAILS PLAN
C7-DS	PAVING & DRAINAGE DETAILS PLAN
C8-DS	PAVING & DRAINAGE DETAILS PLAN
WS1-DS	COVER SHEET
WS2-DS	WATER & SEWER NOTES PLAN
WS3-DS	WATER MAIN EXTENSION & SEWER PLAN

LANDSCAPE
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L-01	LANDSCAPE PLAN
L-02	LANDSCAPE PLAN
L-03	LANDSCAPE PLAN
L-04	LANDSCAPE PLAN
L-05	LANDSCAPE PLAN
L-06	LANDSCAPE PLAN
L-07	LANDSCAPE PLAN
L-08	LANDSCAPE PLAN

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A-0.0	DRAWIN INDEX, PROJECT INFORMATION
A-1.0	EXISTING SITE PLAN
A-2.0	CONCEPTUAL SITE PLAN
A-3.0	PROPOSED 1st FLOOR PLAN
A-3.1	PROPOSED 2 nd FLOOR PLAN
A-3.2	PROPOSED 3 nd FLOOR PLAN
A-4.0	PROPOSED 1st & 2 nd FLOOR SCHEDULES
A-4.1	PROPOSED 3 nd FLOOR SCHEDULES
A-5.0	BLDG SECTION
A-6.0	BLDG ELEVATIONS
A-7.0	REFLECTED CEILING PLAN FIRST FLOOR
A-7.1	REFLECTED CEILING PLAN SECOND FLOOR
A-7.2	REFLECTED CEILING PLAN THIRD FLOOR
A-8.0	PROPOSED FLOOR PLAN PRIVATE ROOM
A-9.0	RENDERS
LSP-1	LIFE SAFETY GROUND FLOOR PLAN
LSP-2	LIFE SAFETY SECOND FLOOR PLAN
LSP-3	LIFE SAFETY THIRD FLOOR PLAN

PROJECT & CODE INFORMATION

LEGAL JURISDICTION		MIAMI SPRINGS, FLORIDA
ZONING		R-3C COMMERCIAL DISTRICT
ADOPTED CODES	BUILDING	2023 FLORIDA BUILDING CODE, BUILDING, 8th EDITION
	MECHANICAL	2023 FLORIDA BUILDING CODE, MECHANICAL, 8th EDITION
	ELECTRICAL	2017 NATIONAL ELECTRIC CODE
	PLUMBING	2023 FLORIDA BUILDING CODE, PLUMBING 8th EDITION
	ACCESSIBILITY	2023 FLORIDA BUILDING CODE, ACCESSIBILITY, 8th EDITION
	FIRE PREVENTION	2023 FIRE PREVENTION CODE, 8th EDITION
	LIFE SAFETY	2021 NFPA 101 LIFE SAFETY CODE
	HEALTH CARE	NFPA 99 HEALTH CARE FACILITIES CODE 2024
		GUIDELINES FOR DESIGN & CONSTRUCTION OF RESIDENTIAL HEALTH CARE & SUPPORT FACILITIES 2022

SCOPE OF WORK & OTHER CODE INFORMATION

SCOPE OF WORK:
THE EXISTING LICENSED BUILDING ACCOMMODATES 269 SKILLED NURSING FACILITY (SNF) BEDS AND 60 ASSISTED LIVING FACILITY (ALF) BEDS, TOTALING 329 BEDS. WE ARE PROPOSING TO RELOCATE 117 BEDS INTO PRIVATE ROOMS WITHIN A NEW THREE-STORY BUILDING, WHICH WILL HAVE 39 BEDS PER FLOOR. ADDITIONALLY, WE PLAN TO CONSTRUCT A NEW PARKING LOT FOR THIS BUILDING AND RECONFIGURE THE FRONT PARKING AREA AT CURTISS PARKWAY, PROVIDING A TOTAL OF 232 PARKING SPACES.

TENANT AREAS 3 FLOORS x 17,781 S.F.= 53,345 S.F.	BEDROOMS AREA	27,642 S.F.
	ACTIVITIES AREA	2,518 S.F.
	KITCHEN AREA	0 S.F.
	OFFICE AREA	576 S.F.
	STORAGE AREA	1,181 S.F.
	LOBBY AREA	0 S.F.
	SERVICE & CORRIDORS AREA	21,428 S.F.
	TOTAL AREA	53,345 S.F.

OCCUPANCY (FBC CHAPTER 3 SECTION 304.1)		GROUP 'I-2' (HEALTH CARE)		
MINIMUM INTERIOR FINISH CLASSIFICATION AS PER FBC, TABLE 803.5	SPRINKLERED	EXITS	ACCESS	OTHER
		B	C	C
	CLASS A	FLAME SPREAD INDEX 0-25,	SMOKE DEVELOPMENT INDEX 0-450	
	CLASS B	FLAME SPREAD INDEX 26-75,	SMOKE DEVELOPMENT INDEX 0-450	
	CLASS C	FLAME SPREAD INDEX 76-200,	SMOKE DEVELOPMENT INDEX 0-450	
BLDG. CONSTRUCTION TYPE AS PER FBC, TABLE 601		TYPE I-B, SPRINKLERED		

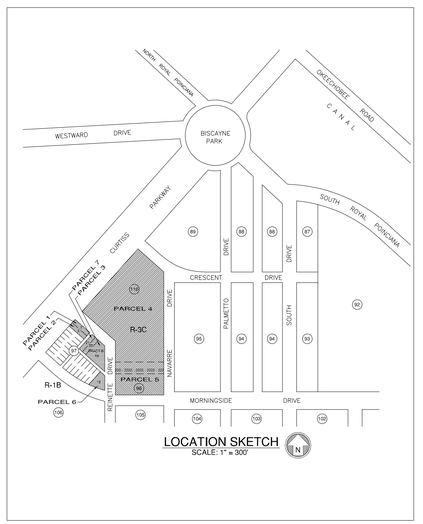
OCCUPANT LOAD (FBC, TABLE 1004.1.2 - MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT)	BEDROOMS AREA	27,642 S.F. / 120 =	230	OCCUPANTS
	ACTIVITIES AREA	2,518 S.F. / 15 =	168	OCCUPANTS
	OFFICE AREA	576 S.F. / 150 =	4	OCCUPANTS
	STORAGE AREA	1,181 S.F. / 500 =	2	OCCUPANTS
	LOBBY AREA	0 S.F. / 15 =	0	OCCUPANTS
	TOTAL OCCUPANT LOAD		404	OCCUPANTS

COMMON PATH, DEAD-END & TRAVEL DISTANCE LIMITS (BY OCCUPANCY), AS PER NFPA 101, TABLE A.7.6.), SEE ALSO TABLE 1015.1 ON THIS SHEET	COMMON PATH LIMIT	DEAD END LIMIT	TRAVEL DISTANCE LIMIT
	NOT REQUIRED	NOT REQUIRED	200 FEET
FLOOR SURFACE (AS PER-FBC, 1003.4)	WALKING SURFACES OF THE MEANS OF EGRESS SHALL HAVE A SLIP-RESISTANT SURFACE AND BE SECURELY ATTACHED		
ALTERATION LEVEL AS PER FBC SECTION 6	ALTERATION LEVEL 2 (ADDITION TO EXIST. BLDG.)		
REHAB. WORK CATEGORY AS PER NFPA 43.2.2.1	43.2.2.1.7 ADDITION		

PARKING CALCULATION	329 BEDS / 3	=	110 PARKING
	110 EMPLOYEE ONE SHIFT / 2	=	55 PARKING
	TOTAL PARKING REQUIRE	=	165 PARKING
	TOTAL PARKING PROVIDED	=	232 PARKING

CONSTRUCTION AREA F.A.R.	EXISTING CONSTRUCTION AREA	=	109.143 sq. ft
	NEW BUILDING AREA	=	53.345 sq. ft
	TOTAL CONSTRUCTION AREA	=	162.488 sq.ft
	PROPOSED FAR* = 0.52		
	* BASED ON GROSS SITE AREA		

AREA CALCULATION	LOT AREA (GROSS)	=	356.886 sq. ft	
	LOT AREA (NET)	=	298.970 sq. ft	
	LOT COVERAGE	=	76.553 sq. ft	26 %
	GREEN AREA	=	145,464 sq. ft	49 %
	PAVEMENT AREA	=	17.813 sq. ft	6 %



LOCATION SKETCH
SCALE: 1" = 300'

BELLON architecture

12930 S.W. 128 STREET
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T. (305) 278-7776
AA-26002616

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CONSTRUCTION MANAGEMENT

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MIAMI SPRINGS, FLORIDA 33166

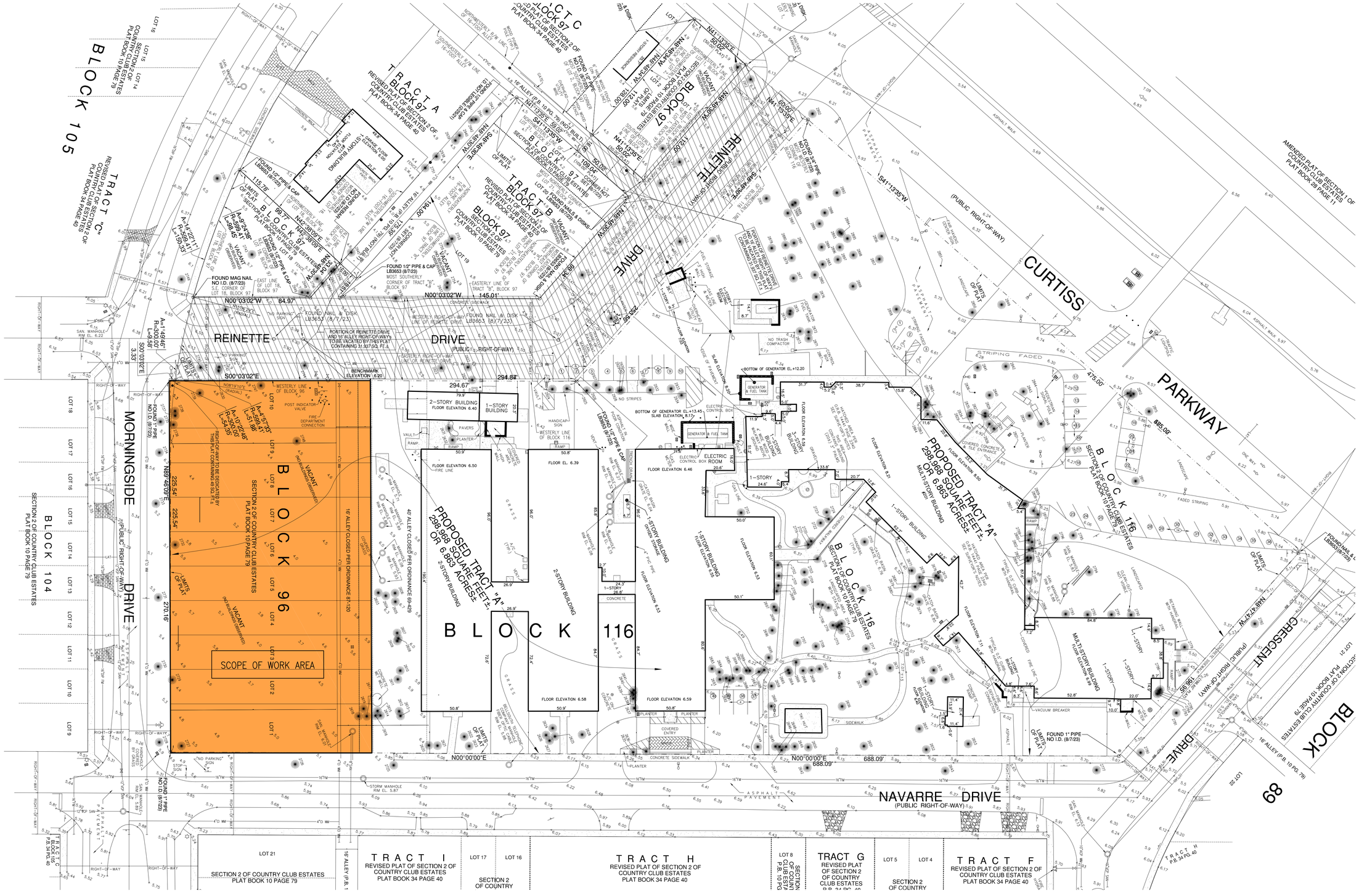
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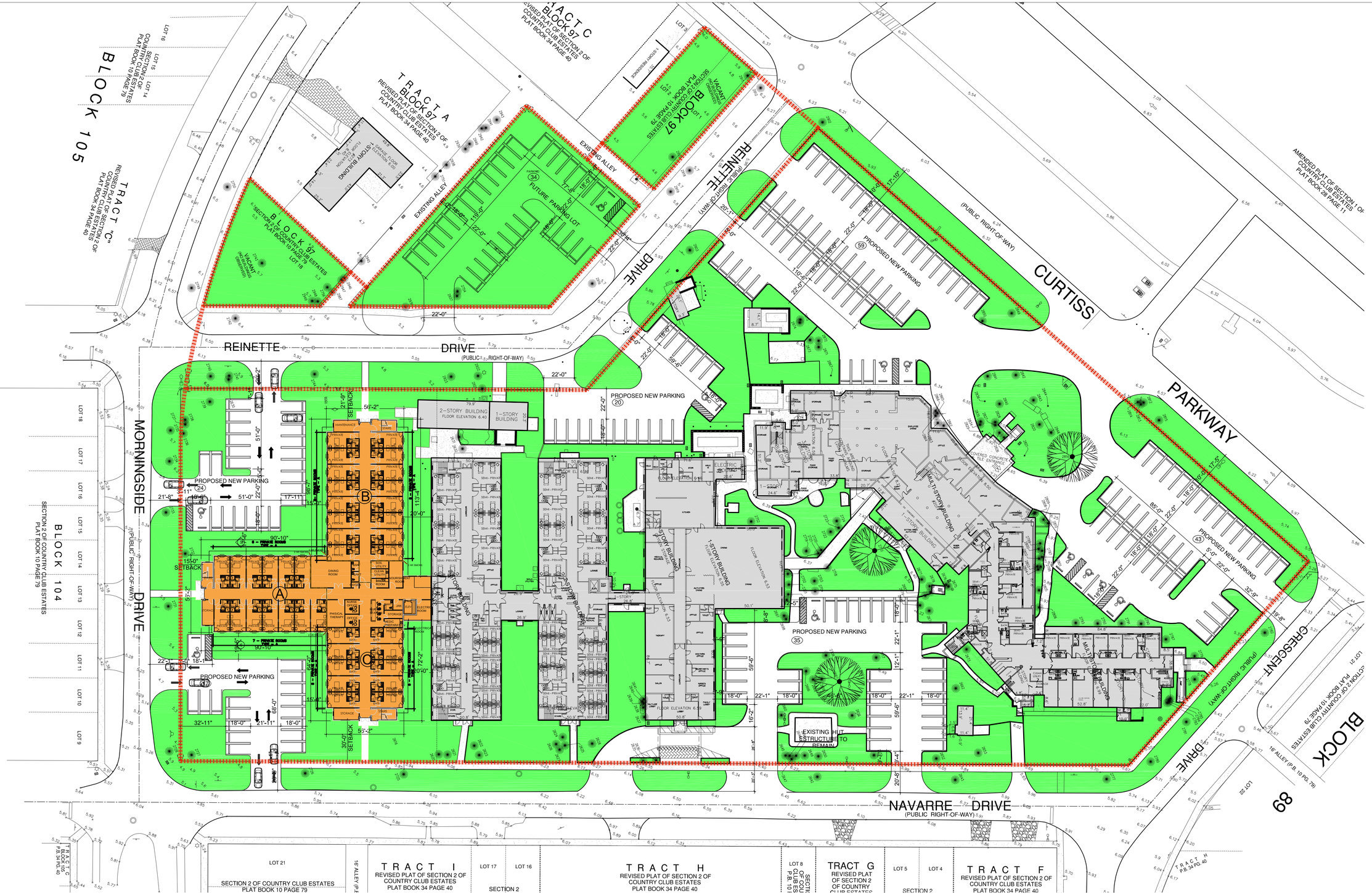
PROJECT No. BN-410
DRAWN BY:
CHECKED BY:
DATE:

LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE
DRAWING INDEX, PROJECT INFORMATION & ABBREVIATIONS

SHEET A-0.0 OF


SCOPE OF WORK AREA
PROPOSED TRACT "A"
298,968 SQUARE FEET±
OR 6.863 ACRES±
2-STORY BUILDING
1-STORY BUILDING
3-STORY BUILDING
REINETTE DRIVE
(PUBLIC RIGHT-OF-WAY)
CURTISS PARKWAY
(PUBLIC RIGHT-OF-WAY)
NAVARRE DRIVE
(PUBLIC RIGHT-OF-WAY)
MORNINGSIDE DRIVE
(PUBLIC RIGHT-OF-WAY)
CRESCENT DRIVE
(PUBLIC RIGHT-OF-WAY)
BLOCK 105
BLOCK 104
BLOCK 96
BLOCK 116
BLOCK 97
BLOCK 68
TRACT A
REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 34 PAGE 40
TRACT B
REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 34 PAGE 40
TRACT C
REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 34 PAGE 40
TRACT I
REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 34 PAGE 40
TRACT H
REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 34 PAGE 40
TRACT G
REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 34 PAGE 40
TRACT F
REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 34 PAGE 40
TRACT H
P.B. 34 PG. 40
SECTION 2 OF COUNTRY CLUB ESTATES
PLAT BOOK 10 PAGE 79
AMENDED PLAT OF SECTION 1 OF COUNTRY CLUB ESTATES
PLAT BOOK 28 PAGE 17
FOUND MAG NAIL NO I.D. (8/7/23)
FOUND 1" PIPE NO I.D. (8/7/23)
FOUND 1/2" PIPE & CAP LB3663 (8/7/23)
FOUND NAIL & DISK LB3663 (8/7/23)
FOUND 1/2" PIPE & CAP LB4363 (8/7/23)
FOUND 1/2" PIPE & CAP LB4363 (8/7/23)
FOUND 3/4" PIPE NO I.D. (8/7/23)
FOUND NAIL & DISK LB4363 (8/7/23)
FOUND 1/2" PIPE & CAP LB3663 (8/7/23)
FOUND 1/2" PIPE & CAP LB4363 (8/7/23)
FOUND 1/2" PIPE & CAP LB4363 (8/7/23)
FOUND 1/2" PIPE & CAP LB4363 (8/7/23)
FOUND 1/2" PIPE & CAP LB4363 (8/7/23)
FOUND 1/2" PIPE & CAP LB4363 (8/7/23)
FOUND NAIL & DISK LB4363 (8/7/23)
FOUND 1" PIPE NO I.D. (8/7/23)
FOUND 1" PIPE NO I.D. (8/7/23)
FOUND 3/4" PIPE NO I.D. (8/7/23)
FOUND 1/2" PIPE & CAP LB4363



1 CONCEPTUAL SITE PLAN
SCALE: 1'-0" = 1/32'

BELLON architecture

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ARCHITECTURE
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INTERIORS
CONSTRUCTION MANAGEMENT

CONSULTANTS

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201 CURTISS PARKWAY
MIAMI SPRINGS, FLORIDA 33166

MARK	DATE	DESCRIPTION

PROJECT No. BN-410
DRAWN BY:
CHECKED BY:
DATE:

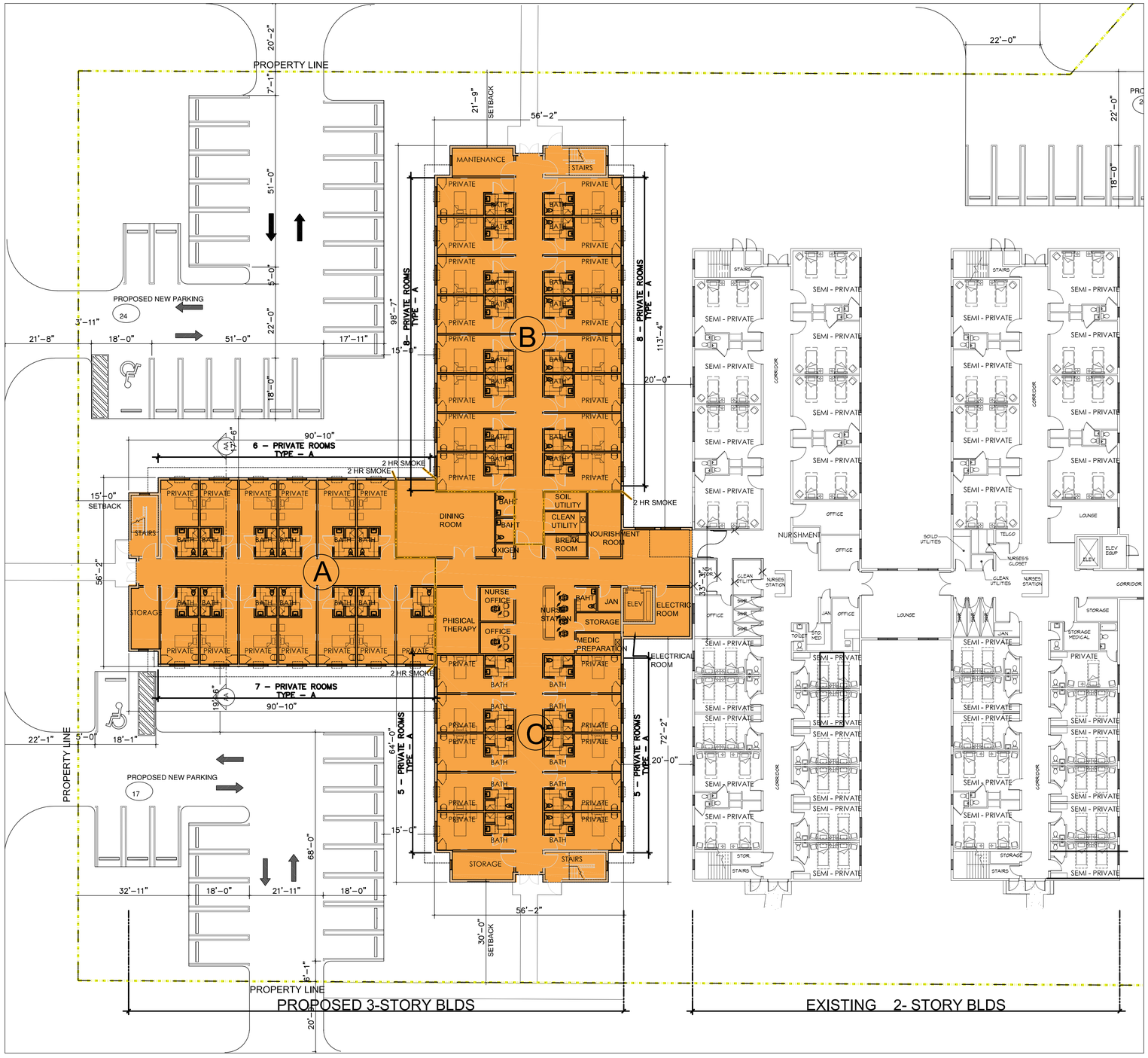
STATE OF FLORIDA
LEOPOLDO BELLON
AR-8737
REGISTERED ARCHITECT

LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

A-2.0

SHEET OF



1 PROPOSED AND EXISTING SNF 1st FLOOR PLAN

SCALE: 1/16" = 1'-0"

BELLÓN architecture

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MARK	DATE	DESCRIPTION

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LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

A-3.0

SHEET OF



1 PROPOSED 2 nd FLOOR PLAN

SCALE: 1/16" = 1'-0"

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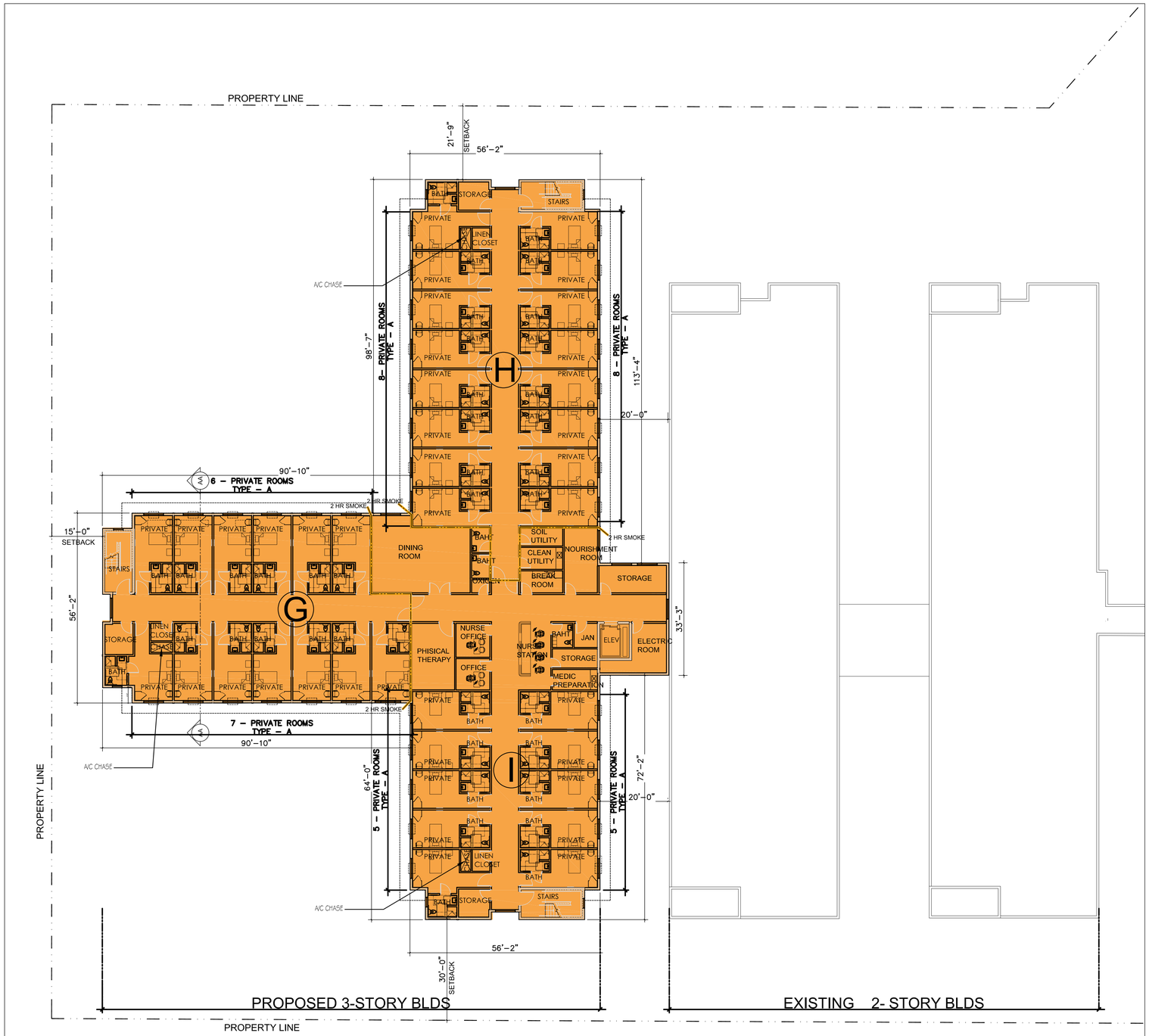
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LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

A-3.1

SHEET OF



1 PROPOSED 3 nd FLOOR PLAN

SCALE: 1/16" = 1'-0"

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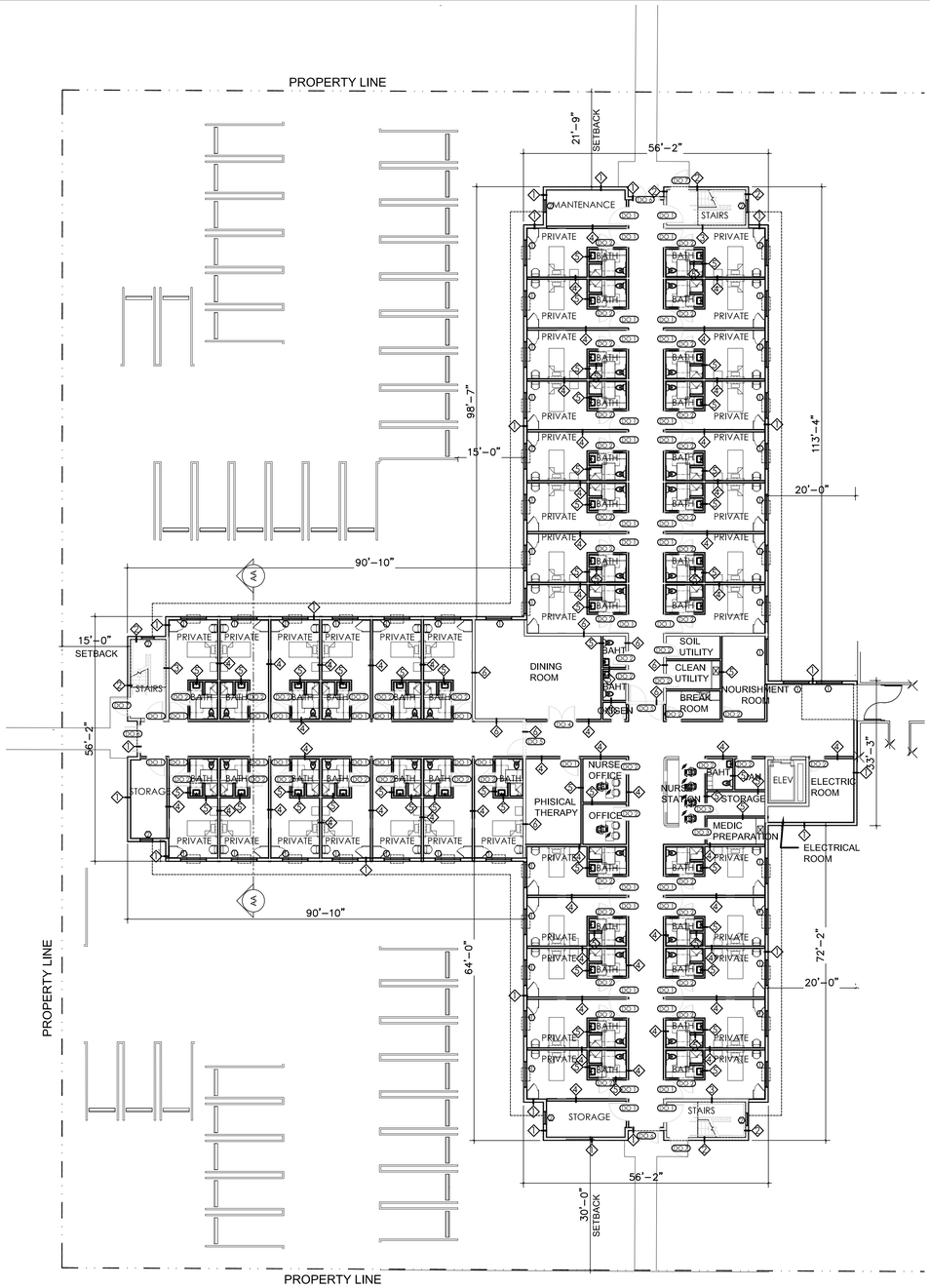
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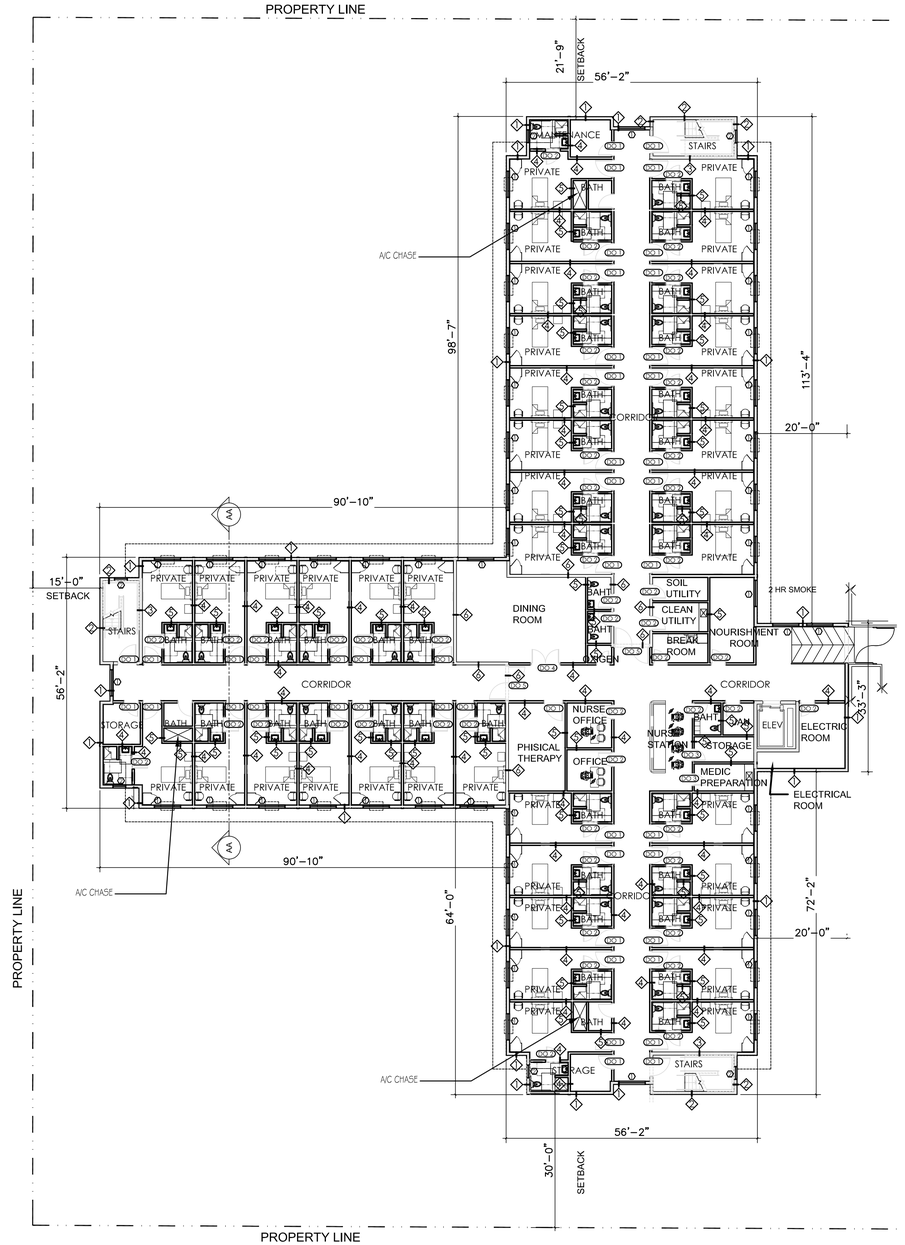
A-3.2

SHEET OF



1 PROPOSED 1st FLOOR (SCHEDULES)

SCALE: 1/16" = 1'-0"



2 PROPOSED 2nd FLOOR (SCHEDULES)

SCALE: 1/16" = 1'-0"

WINDOW SCHEDULE

OPENING	LOCATION	TYPE	OPENING SIZE		REMARKS
			WIDTH	HEIGHT	
1	FACADES	FIXED	6'-0"	4'-4"	IMPACT RESISTANT ASSEMBLY CAT II. 1 HR. FIRE RATED ASSEMBLY.
2	FACADES	FIXED	3'-0"	4'-4"	IMPACT RESISTANT ASSEMBLY CAT II. 1 HR. FIRE RATED ASSEMBLY.

DOOR SCHEDULE

DOOR SYMBOL	ROOM NAMES	DOOR					FRAME			FIRE RATING LABEL	REMARKS
		WIDTH (INT.)	HEIGHT	MAT.	TYPE	GLASS	MAT.	JAMB	HEAD		
DOOR 1	PRIVATE - STAIR MANTENANCE	4'-0"	7'-0"	SC	SWING	---	AL	•	•	2 HOURS	MAIN DOOR PEEP HOLE
DOOR 2	OFICCE - BATHROOMS	3'-0"	7'-0"	HC	SWING	---	HC	•	•		
DOOR 3	STORAGE - MED. PREP.	2'-6"	7'-0"	HC	SWING	---	HC	•	•		DOUBLE DOOR LOUVERS
DOOR 4	DININ ROOM	6'-0"	7'-0"	HC	SLIDING	---	HC	•	•		
DOOR 5	CORRIDOR SMOKE COMP.	7'-4"	7'-0"	HC	BIFOLD	---	HC	•	•		DOUBLE DOOR LOUVERS
DOOR 6	EXIT CORRIDOR	5'-8"	7'-0"	HC	BIFOLD	---	HC	•	•		DOUBLE DOOR LOUVERS
DOOR 7	EXIT STAIR	4'-0"	7'-0"	HC	BIFOLD	---	HC	•	•		DOUBLE DOOR LOUVERS



3 PROPOSED WINDOWS ELEVATION

SCALE: 1/8" = 1'-0"

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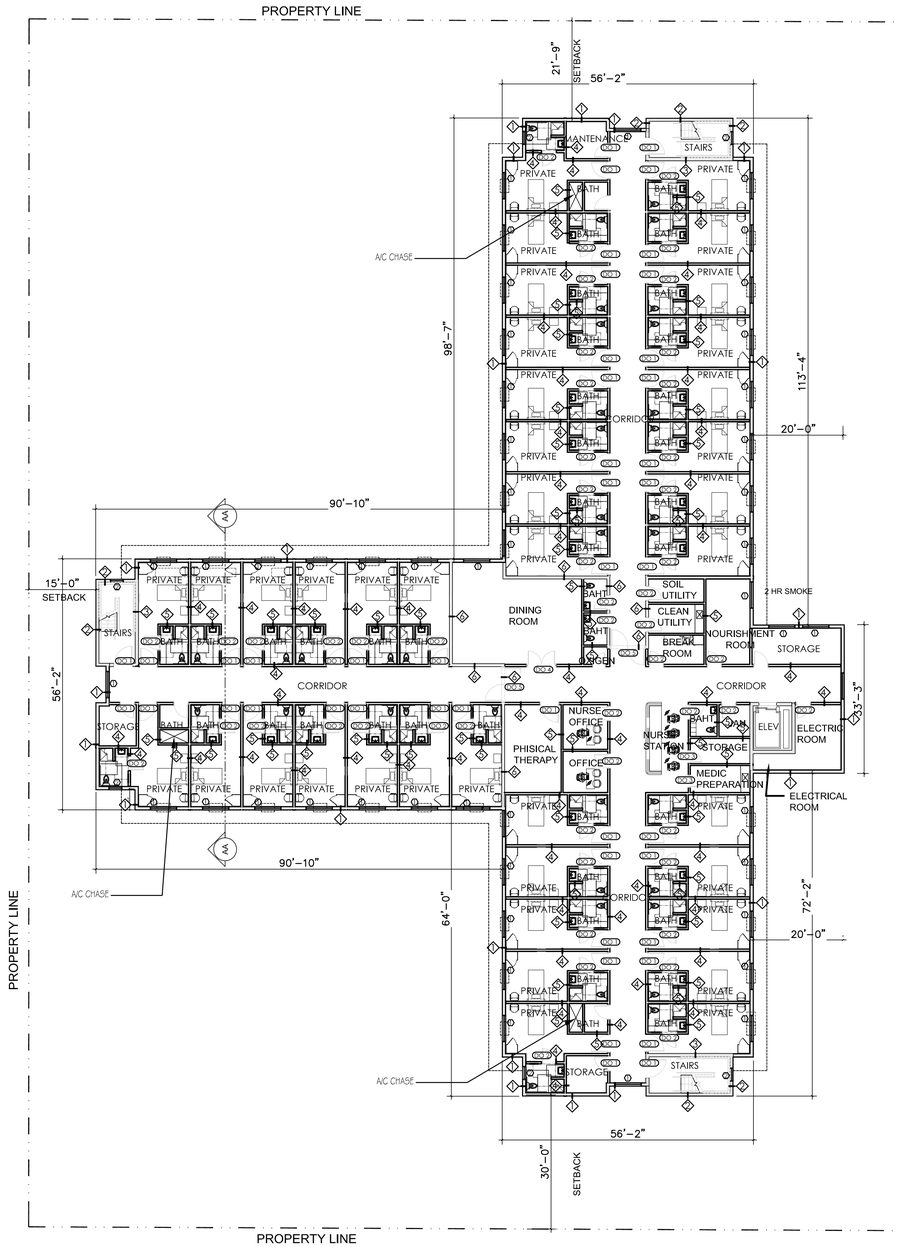
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LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

A-4.0

SHEET OF



1 PROPOSED 3rd FLOOR (SCHEDULES)

SCALE: 1/16" = 1'-0"

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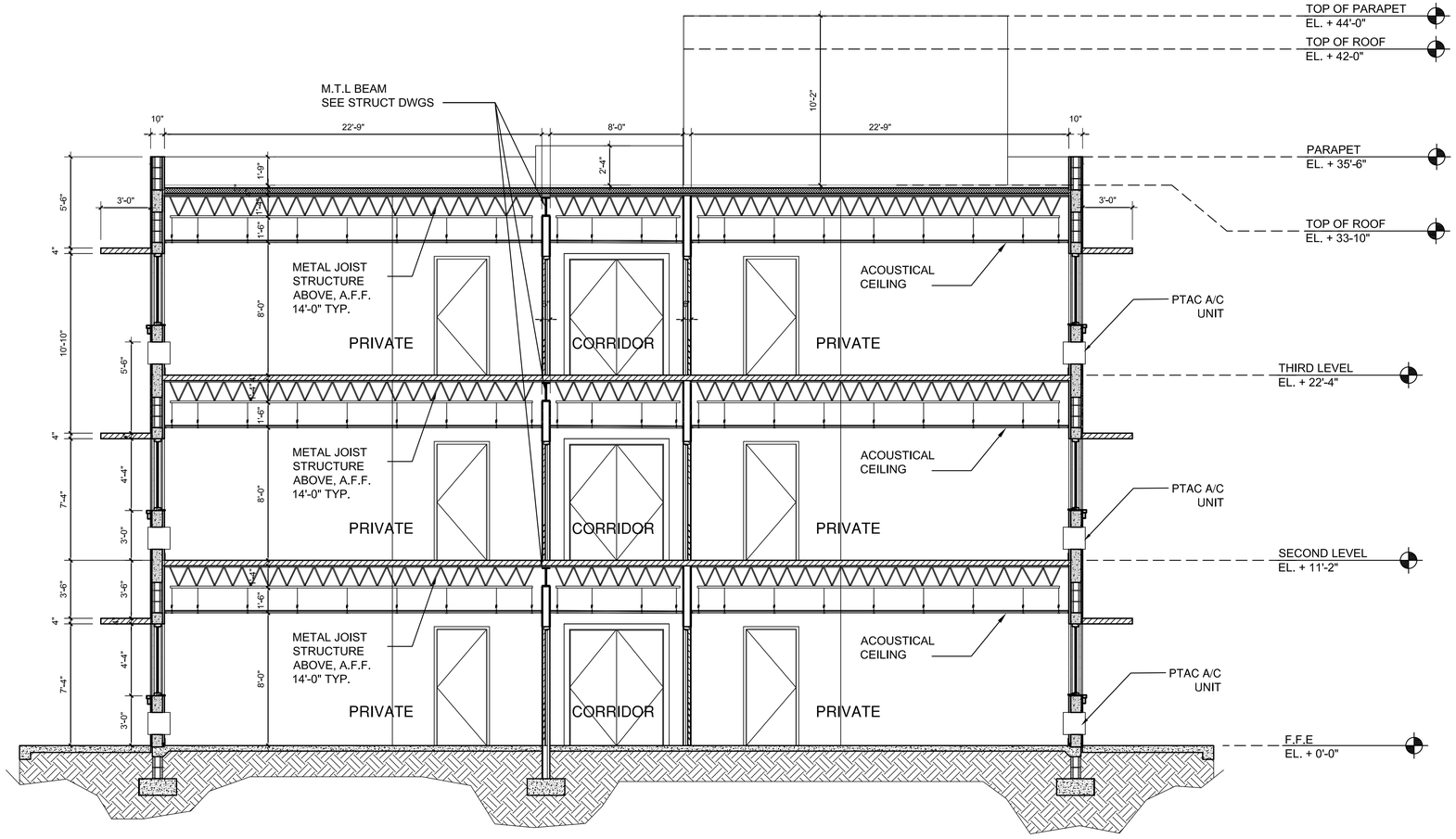
DATE:

LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

A-4.1

SHEET OF



1 BLDG SECTION AA
SCALE: 1/4" = 1'-0"

BELLÓN
architecture

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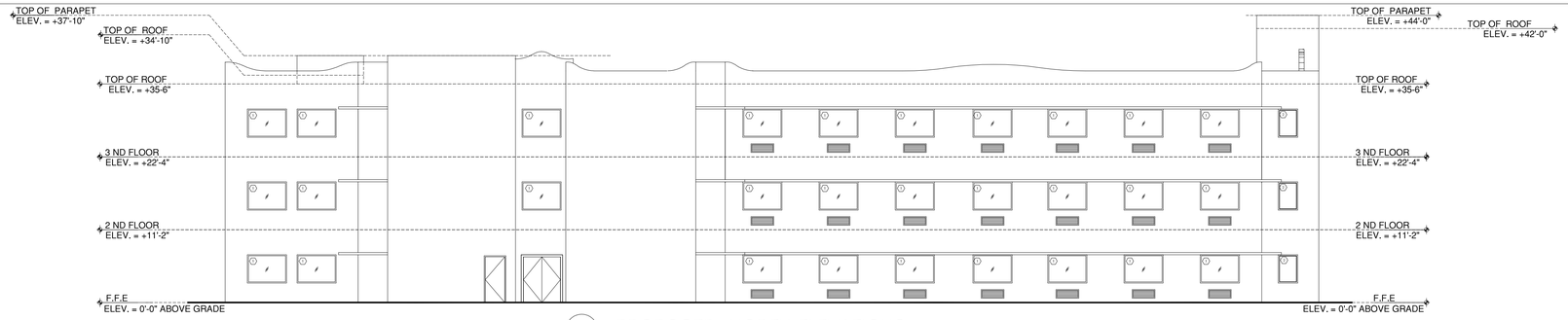
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SHEET TITLE

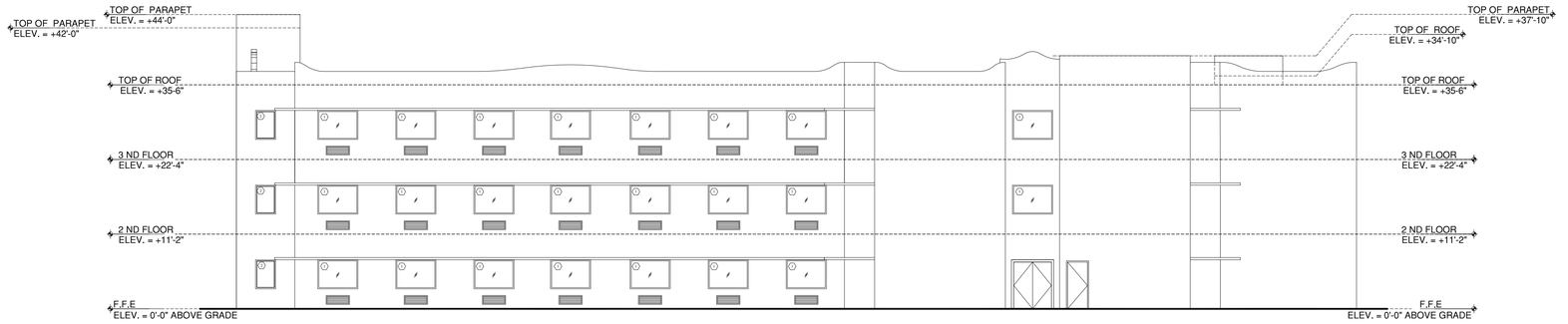
A-5.0
BLDG SECTION

SHEET # OF #



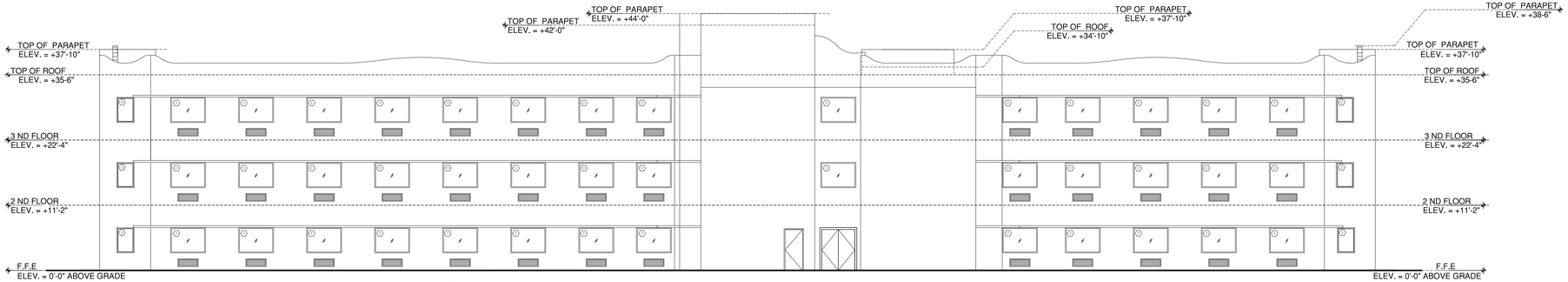
1 PROPOSED NORTH ELEVATIONS

SCALE: 1' 0" = 3/32"



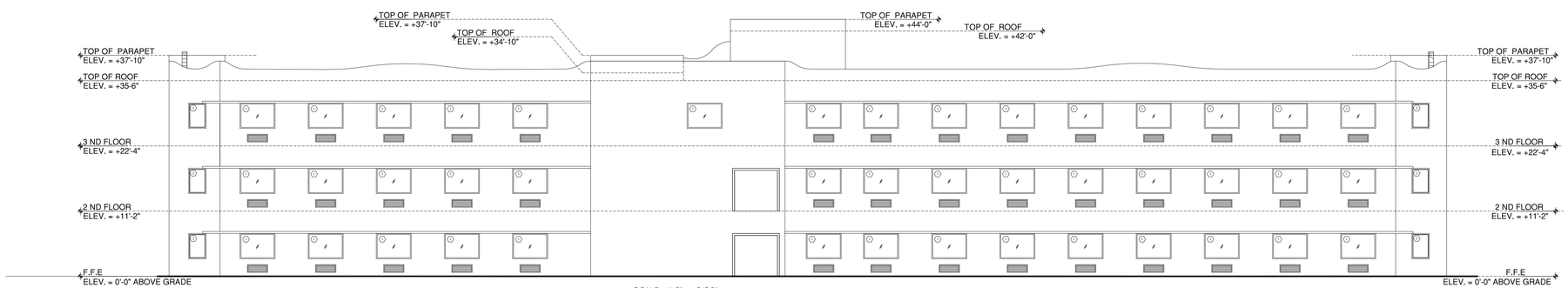
2 PROPOSED SOUTH ELEVATIONS

SCALE: 1' 0" = 3/32"



3 PROPOSED EAST ELEVATIONS

SCALE: 1' 0" = 3/32"



4 PROPOSED WEST ELEVATIONS

SCALE: 1' 0" = 3/32"

ELEVATIONS FINISH

COLOR :

SHERWIN- WILLIANS

EXTERIOR	-ARCHITECTURAL
SUPER PAINT	- LATEX
FLAT	- IFC 8012NP

WHITE CREAN MATCH
CUSTON SHER-COLOR MATCH

CCE*COLORANT	OZ	32	64	128
B1-BLACK	-	9	-	-
R2-MAROON	-	9	-	-
Y3-DEEP GOLD	-	50	1	1

FIVE GALLON	EXTRA WHITE
A8OWO2151	651149502

STUCCO /MASONRY

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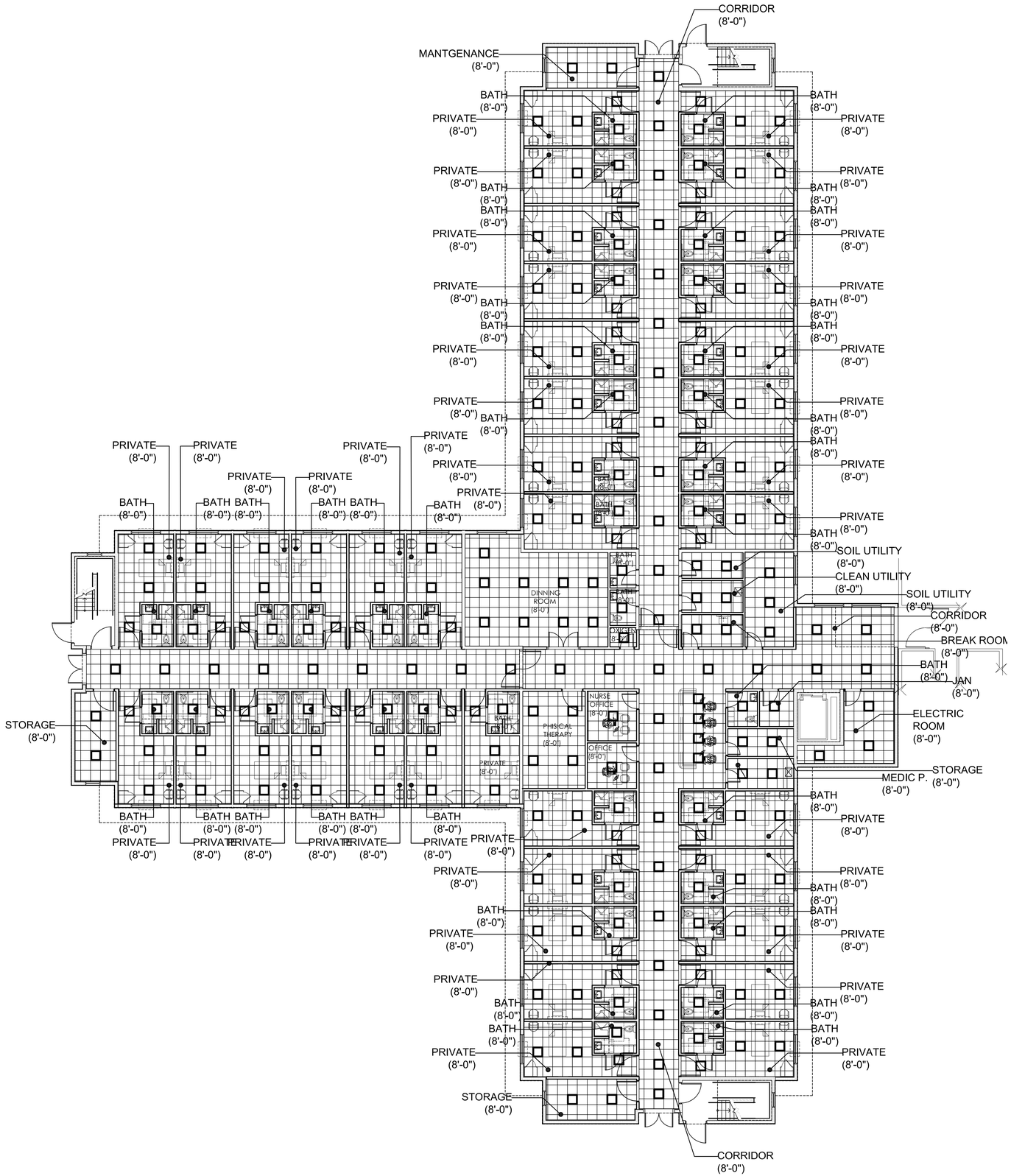
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LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

A-6.0

SHEET OF



1 REFLECTED CEILING PLAN FIRST FLOOR

SCALE: 1/16"= 1'-0"

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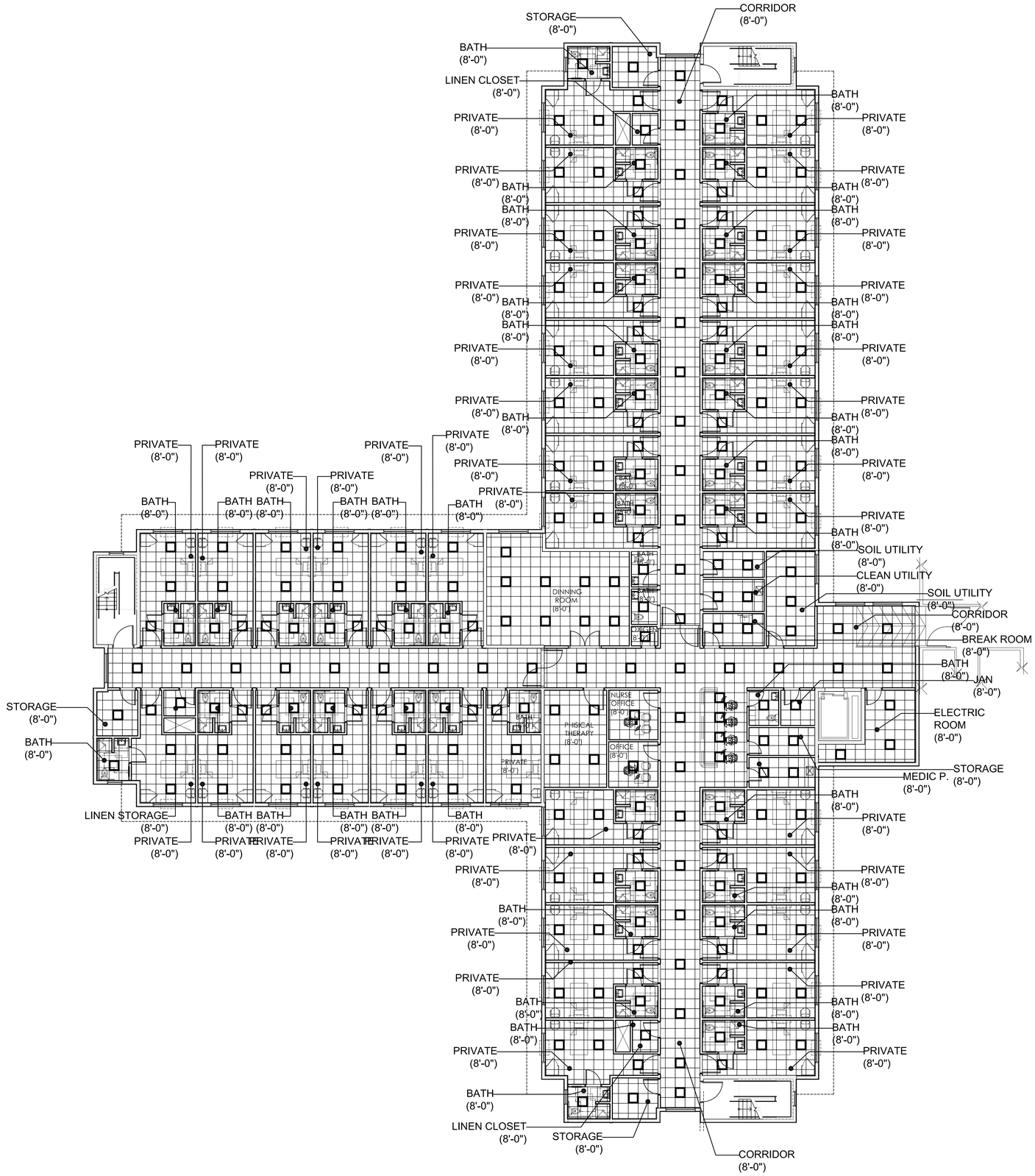
STATE OF FLORIDA — LEOPOLDO BELLON — REGISTERED ARCHITECT — AR-8737

LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

A-7.0

SHEET OF



1 REFLECTED CEILING PLAN SECOND FLOOR

SCALE: 3/32"= 1'-0"

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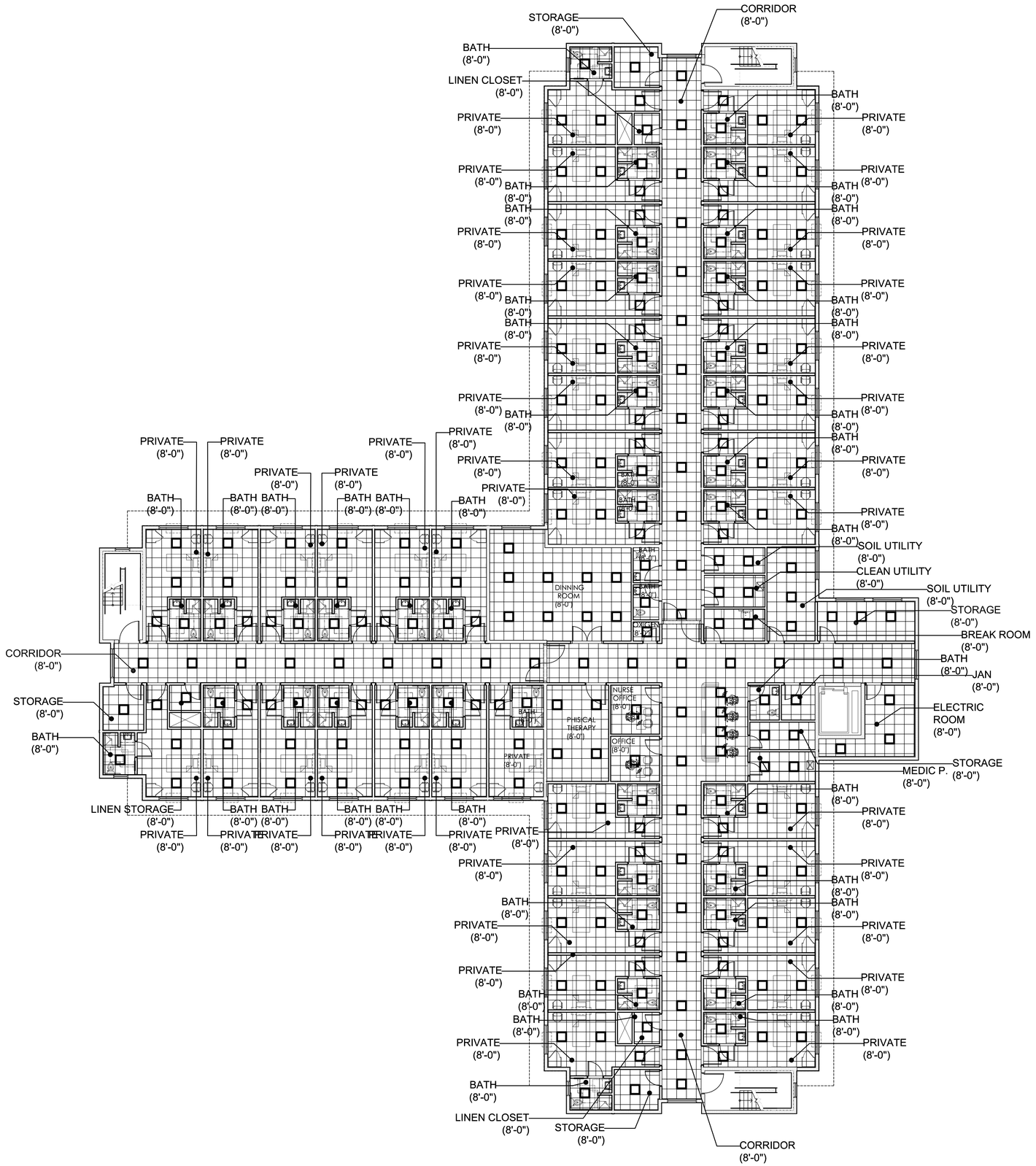
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LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

A-7.1

SHEET OF



1 REFLECTED CEILING PLAN THIRD FLOOR

SCALE: 3/32"= 1'-0"

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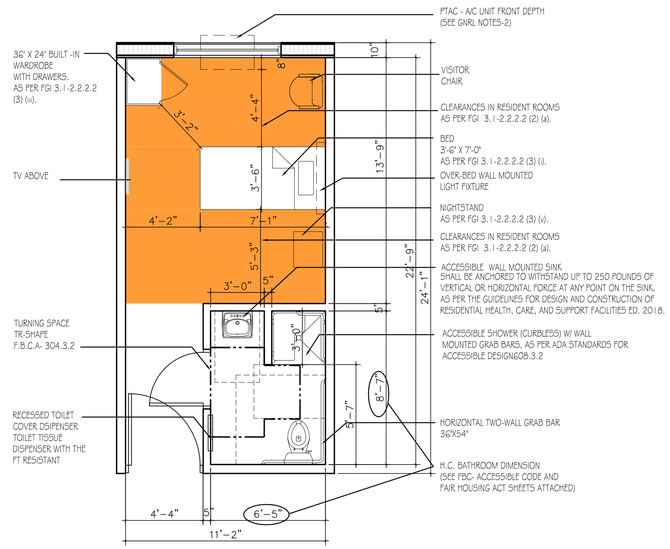
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LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

A-7.2

SHEET OF

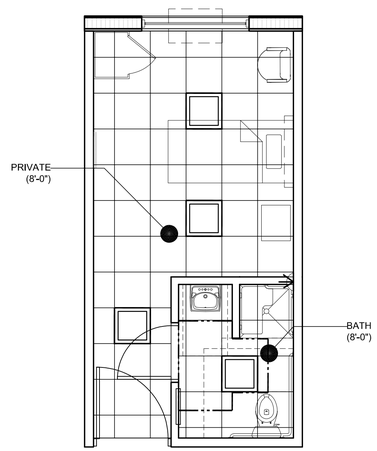


CORRIDOR

GROSS S.F. = 277 SQ/FT
CLEAR FLOOR AREA (MIN. REQ) = 121 SQ/FT
CLEAR FLOOR AREA ACTUAL = 123 SQ/FT

PROPOSED FLOOR PLAN PRIVATE ROOM

(A) SCALE: 1/4" = 1'-0" TYP. A FOR 1st AND 2nd FLOOR



PROPOSED - RCP PRIVATE ROOM

(B) SCALE: 1/4" = 1'-0" TYP. A FOR 1st AND 2nd FLOOR

CEILING FINISH LEGEND

* LEGEND: 0/0/8'-0" = TYPE / FINISH / HEIGHT

FOR TYPE - SEE "CEILING TYPE AND ACCESSORIES"
FOR FINISH - SEE " CEILING AND ACCESSORY FINISHED"
FOR HEIGHT - HEIGHT INDICATED IS NOMINAL HEIGHT ABOVE FINISHED FLOOR. ADJUST AND COORDINATE CEILING HEIGHT TO ACCOMMODATE DUCT, LIGHTS, ETC.

CEILING TYPES AND ACCESSORIES

*A/ -2X2 SUSPENDED, LAY-IN ACOUSTICAL TILE CEILING SYSTEM - ROCKFON PACIFIC SQUARE TEGULAR NARROW, ITEM NUMBER: SLN 220

A2 - 2' X 4' MOISTURE RESISTANT TILE CEILING SYSTEM.

B/ - 2 X 4 SUSPENDED, LAY-IN ACOUSTICAL TILE CEILING SYSTEM-ROCKFON KORAL SQUARE LAY-IN, ITEM NUMBER: SQ1101-

E/ -SINGLE LAYER 5/8" THICK GYPSUM BOARD ATTACHED TO SUSPENDED METAL FRAMING.

F/ -SINGLE LAYER 5/8" THICK GYPSUM DROP HEADER (6" METAL STUD)

G/ -DECORATIVE WOOD CROWN MOLDING ATTACHED TO SUSPENDED FRAMING SYSTEM, SEE SPECIFIC DETAILS ON I.D. DRAWINGS.

H/ -1-HOUR RATED MEMBRANE CONSISTING OF ONE LAYER 5/8" THICK TYPE - X GYPSUM ON 1/2" METAL FURRING ATTACHED TO THE UNDERSIDE OF STRUCTURAL FRAMING ABOVE.

M/ -BATHROOM / WET AREA CEILINGS.
SINGLE LAYER 1/2" MOISTURE RESISTANT GYP. BOARD. CEILING. ATTACHED TO SUSPENDED METAL FRAMING ATTACHED TO STRUCTURE.

O/ -SINGLE LAYER 1/2" CEMENT BOARD WITH STUCCO ON METAL FURRING ATTACHED TO METAL SUSPENSION SYSTEM ATTACHED TO METAL FURRING ON STRUCTURE ABOVE.

T/ -DRESS UNDERSIDE OF SLAB AS REQUIRED TO BE SMOOTH AND FLUSH; THEN APPLY KNOCK-DOWN TEXTURE.

U/ -DRESS UNDERSIDE OF SLAB AS REQUIRED TO BE SMOOTH AND FLUSH.

V/ -SUSPENDED METAL LATH AND EXTERIOR WIND LOADED STUCCO SYSTEM. SEE SHEET LS__ FOR WIND LOAD INFORMATION. INSTALL PER NOA.

REFLECTED CEILING NOTES

* PRIOR TO INSTALLATION, CONFIRM THAT REQUIRED ONE-HOUR RATED GYP. BRD. SYSTEM ATTACHED TO THE UNDERSIDE OF THE ROOF FRAMING THOUGHOUT THE ENTIRE BUILDING IS INTACT AND COMPLETE. SUSPENSION SYSTEMS (INC. MEP) MUST BE ANCHORED THROUGH THE RATED GYP. BRD. SYSTEM DIRECTLY INTO SOLID FRAMING AND NOT SUSPENDED FROM THE RATED GYP. BRD. CEILING.

1. G.C. TO SUBMIT CEILING PLAN INDICATING PROPOSED LOCATIONS FOR ALL CEILING ACCESS PANELS, TO ARCHITECT FOR APPROVAL, PRIOR TO INSTALLATION OR G.C. WILL BE RESPONSIBLE FOR RELOCATING AFTER INSTALLATION.

2. COORDINATION WITH OTHER WORK. CONTRACTOR SHALL COORDINATE WITH OTHER WORKS : SUPPORTED BY
OR PENETRATING THROUGH CEILING, INCLUDING MECHANICAL AND ELECTRICAL WORK AND PARTITION SYSTEMS.
DUCTWORK ABOVE SUSPENSION SYSTEMS SHALL BE COMPLETE, AND PERMANENT HEATING AND COOLING
SYSTEMS OPERATING, INSTALLATION OF CONDUIT ABOVE SUSPENSION SYSTEMS SHALL BE COMPLETE BEFORE
INSTALLATION OF SUSPENSION SYSTEMS.

3. PROTECTION.CONTRACTOR SHALL PROTECT COMPLETED WORK ABOVE SUSPENSION SYSTEMS FROM DAMAGE DURING
THE INSTALLATION OF SUSPENSION SYSTEMS.

4. EXISTING CONDITIONS. BUILDING SHALL BE ENCLOSED WITH ALL WINDOWS AND EXTERIOR DOORS IN PLACE AND
GLAZED, AND THE ROOF WATERTIGHT BEFORE INSTALLATION OF SUSPENSION SYSTEMS. WET WORK SHALL BE IN
PLACE, COMPLETED AND NOMINALLY DRY WITH HVAC SYSTEM IN CONTINUOUS OPERATION. MAINTAIN CLIMATE
CONDITIONS TO RANGE FROM 60°F.(16°C) TO 85°F(29°C) AND RELATIVE HUMIDITY OF NOT MORE THAN 70%
BEFORE INSTALLATION OF CEILING SYSTEMS.

REFLECTED CEILING LEGEND

- 24" x 24" ACOUSTICAL CEILING TILE GRID
- GWB CEILING, SOFFIT OR ARCH
- STUCCO ON PAPER BACKED METAL LATH 1/2" CDX PLYWOOD SHEATING ON THE UNDERSIDE OF ALL EXTERIOR DOUBLE TEES.
- 2'x4' FLUORESCENT LIGHT
- 2'x2' FLUORESCENT LIGHT
- HI-HAT
- WALL WASHER
- SURFACE MOUNTED LIGHT
- WALL SCONCE

LEGEND

- EXISTING 8" CONCRETE MASONRY WALL TO REMAIN
- NEW 8" CMU WALL - #5 @ 32" O.C. IN FULLY GROUTED BLOCK CELLS
- EXISTING INTERIOR PARTITION TO REMAIN
- NEW STUD PARTITION - SEE FINISH SCHEDULE
- EXISTING CONCRETE / STEEL COLUMN TO REMAIN
- (1) NEW DOOR TAG
- (A) NEW WINDOW TAG
- CEILING MOUNTED FIXTURE
- WALL MOUNTED FIXTURE
- RECESS CAN FIXTURE.

GENERAL NOTES

1. REFER TO SHEET --- FOR WALL TYPE DETAILS.
2. REFER TO SHEET --- FOR DOOR SCHEDULE DETAILS
3. REFER TO SHEET --- FOR WINDOW SCHEDULE
4. ALL DIMENSIONS ARE FACE OF THE STUDS OR FACE OF MASONRY UNLESS NOTED OTHERWISE.
5. TENANT PARTITIONS ARE DIMENSIONED TO CENTERLINE UNLESS SHOWN OTHERWISE
6. FIELD MEASURED ALL LOCATIONS FRO CABINETS AND INTERIOR MILLWORK PRIOR TO FABRICATION.
7. ALL PENETRATION THROUGH RATED WALLS ARE TO BE APPROPRIATELY PROTECTED.SEE SHEET --- FOR FIRE RATE
8. VERIFY ALL DOORS AND WINDOW ROUGH OPENING SIZES WITH SELECTED DOOR AND WINDOW MANUFACTURES
9. BEARING WALLS ARE FIRE-RATED FOR STRUCTURAL PURPOSED ONLY UNLESS NOTED OTHERWISE
10. PROVIDE COATED WIRE SHELF WITH HANGER ROD AT ALL CLOSETS, UNLESS OTHERWISE NOTED. TYPICAL MOUNTING HEIGHT SHALL PLACE SHELF AR 5'-6" ABOVE THE FLOOR, EXCEPT AT ACCESSIBLE UNITS PLACE SHELF AT 4'-0" ABOVE THE FLOOR
11. ALL CABINET TOE KICKS ARE 4" UNLESS OTHERWISE NOTED.
12. PROVIDE SOLID WOOD BLOCKING TO SUPPORT ALL WALL HUNG ITEMS INCLUDING BUT NOT LIMITED TO: BATH ACCESSORIES , CABINETRY, SHELVING, CLOTHING RODS, WINDOW TREATMENT AND APPLIANCES SUCH AS TELEVISION. SOME ITEMS HAVE ADDITIONAL CODE REQUIEMS FOR SUPPORT.

INTERIOR FINISH NOTES

1. SEE I.D. DRAWINGS FOR ALL WALL , CEILING, AND FLOORS FINISHES AND TEXTURES
2. SEE I.D. DRAWINGS FOR DETAILS AND ACCESSORIES.

INTERIORS KEYNOTES

1. SEE I.D. DRAWING FOR MATERIALS AND RELATED DETAILS.
2. 48" HIGH MIRROR (SEE ELEVATION FOR WIDTH)
3. 24"X36" TWO WALL GRAB BAR WITH BLOCKING AS PER CODE ,(SEE SPECIFICATION)
4. 42" GRAB BAR WITH BLOCKING AS PER BUILDING CODE(SEE SPECIFICATIONS)
5. TOILET TISSUES ROLL- TYPE DISPENSER
6. 24" TOWEL BAR @ 48" A.F.F.
7. 36" GRAB BAR WITH BLOCKING AS PER BUILDING CODE. (SPECIFICATIONS)
8. 24" GRAB BAR WITH BLOCKING AS PER BUILDING CODE.(SEE SPECIFICATIONS)
9. 18" GRAB BAR WITH BLOCKING AS PER BUILDING CODE.(SEE SPECIFICATIONS)
10. SHOWER CURTAIN AND ROD
11. PAPER TOWEL DISPENSER-(SEE SPECIFICATIONS)
12. SOAP DISPENSER-(SEE SPECIFICATIONS)
13. DECORATIVE SURFACE MOUNTED LIGHT FIXTURE, CENTERED OVER CABINET, (SEE SPECIFICATIONS)
14. TYPICAL BASEBOARD- (SEE I.D. DRAWINGS)
15. PLASTIC LAMINATE COUNTERTOP & BACKSLASH
16. PLUMBING FIXTURE - (SEE ENGINEERS PLUMBING DRAWINGS)
17. TYPICAL FINISHED GYPSUM BOARD WALL FINISH, (SEE I.D. DRAWINGS)
18. VANITY SUPPORT STRUCTURE AND REMOVABLE ACCESS PANEL- SEE I.D. DRAWINGS FOR STYLE AND FINISH SIDE PANEL TO FOLLOW PROFILE OF SLOPED SIDE.
19. WALL MOUNTED, LAVATORIES AND HAND-WASHING FACILITIES SHALL BE ANCHORED TO WITHSTAND UP TO 250 POUNDS OF VERTICAL OR HORIZONTAL FORCE AT ANY POINT ON THE SINK, AS PER THE GUIDELINES FOR DESIGN AND CONSTRUCTION OF RESIDENTIAL HEALTH, CARE, AND SUPPORT FACILITIES ED. 2018.

BELLON architecture

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LAND PLANNING
INTERIORS
CONSTRUCTION MANAGEMENT

CONSULTANTS

MIAMI SPRINGS NURSING & REHAB CENTER
201 CURTISS PARKWAY
MIAMI SPRINGS, FLORIDA 33166

MARK	DATE	DESCRIPTION

PROJECT No. BN-410
DRAWN BY:
CHECKED BY:
DATE:

LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

A-8.0

SHEET OF













1 RENDERS
SCALE: N/N

BELLÓN architecture

12930 S.W. 128 STREET
SUITE 203
MIAMI, FLORIDA 33186

T. (305) 278-7776

AA-26002616

ARCHITECTURE
LAND PLANNING
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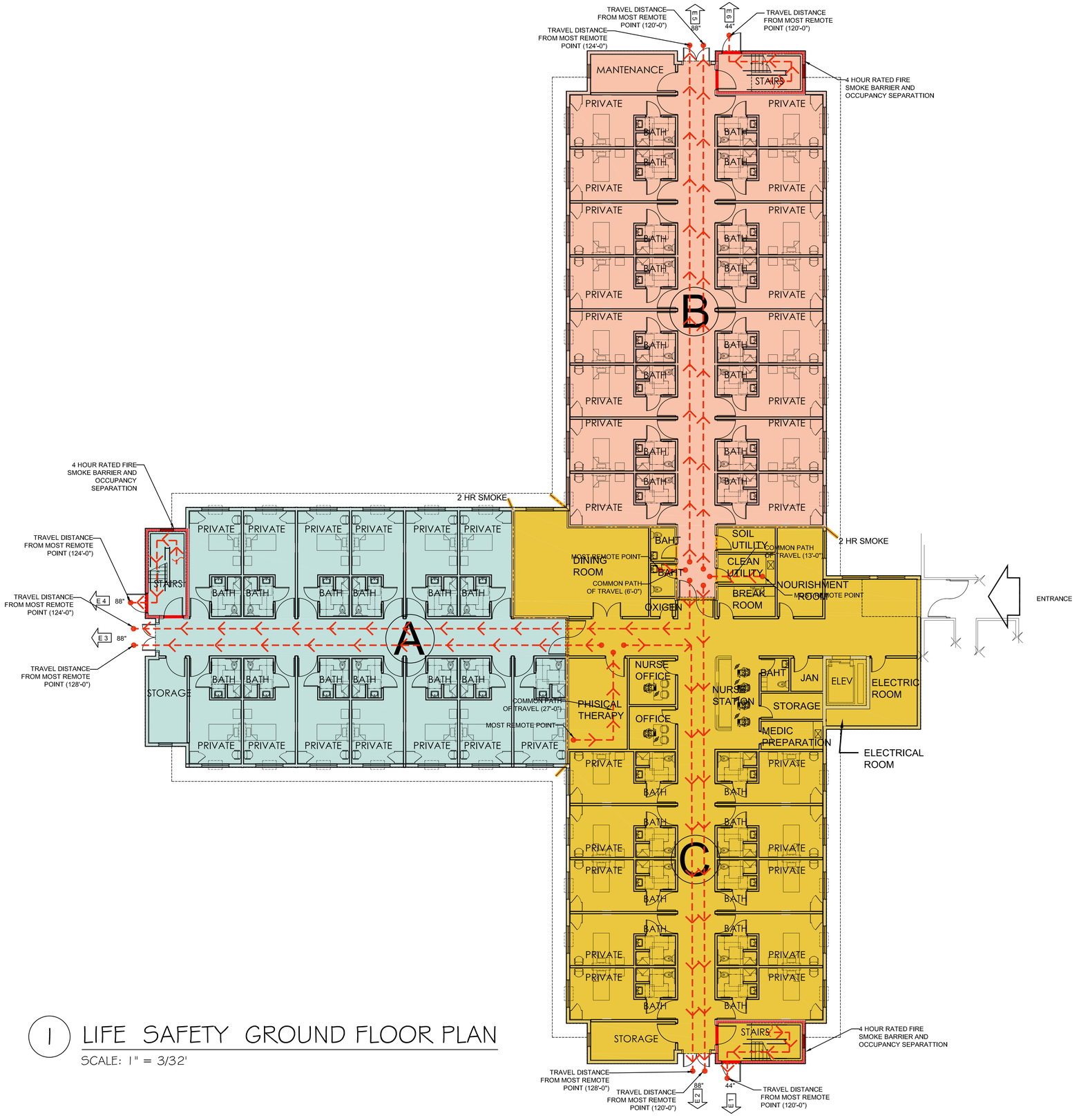
STATE OF FLORIDA · LEOPOLDO BELLON · AR-8737 · REGISTERED ARCHITECT

LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

A-9.0

SHEET # OF #



1 LIFE SAFETY GROUND FLOOR PLAN

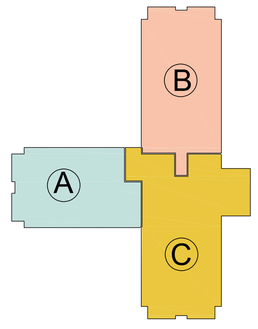
SCALE: 1" = 3/32'

SYMBOL LEGEND

	TRAVEL DISTANCE TO SMOKE BARRIER
	EMERGENCY EXIT SIGN:SHADING REPRESENTS LIT FACEARROWS REPRESENT CHEVRONS
	EMERGENCY EGRESS LIGHT
	COMBINATION: EMERGENCY EXIT SIGN/EXIT EGRESS LIGHT
FEC	RECESSED FIRE EXTINGUISHER CABINET
FE	WALL HUNG FIRE EXTINGUISHER
FEK	WALL HUNG FIRE EXTINGUISHER, TYPE K
F	MANUAL FIRE ALARM PULL STATION
S	CEILING MOUNTED FIRE ALARM/SMOKE DETECTOR
S-CO	CEILING MOUNTED FIRE ALARM/SMOKE DETECTOR CARBON
A	WALL MOUNTED FIRE ALARM PULL STATION
H	HORN STROBE WALL MOUNTED
A	CEILING MOUNTED FIRE ALARM-AUDIO/VISUAL
	PRIMARY EXITS / HORIZONTAL EXIT
H	THERMAL DETECTOR
	SPLINKLER
	LIFE SAFETY FLURESCENT FIXTURE
B	PUSH BUTTON DOOR ACCESS CONTROL
K	KEYPAD DOOR ACCESS CONTROL
D	MAGNETIC HOLD-OPEN DEVICE
	SPECIAL LOCKING DELAYED EGRESS AS PER IBC 1008.1.9.6
B	PUSH BUTTON DOOR ACCESS CONTROL

WALL FIRE RATING LEGEND

1-Hour - Separation of Smoke Compartment	
1-Hour - Fire Barrier	
2-Hour - Fire/Smoke Wall	
2-4 Hour - Fire Wall	



2 KEY PLAN

N/ SCALE

BELLÓN architecture

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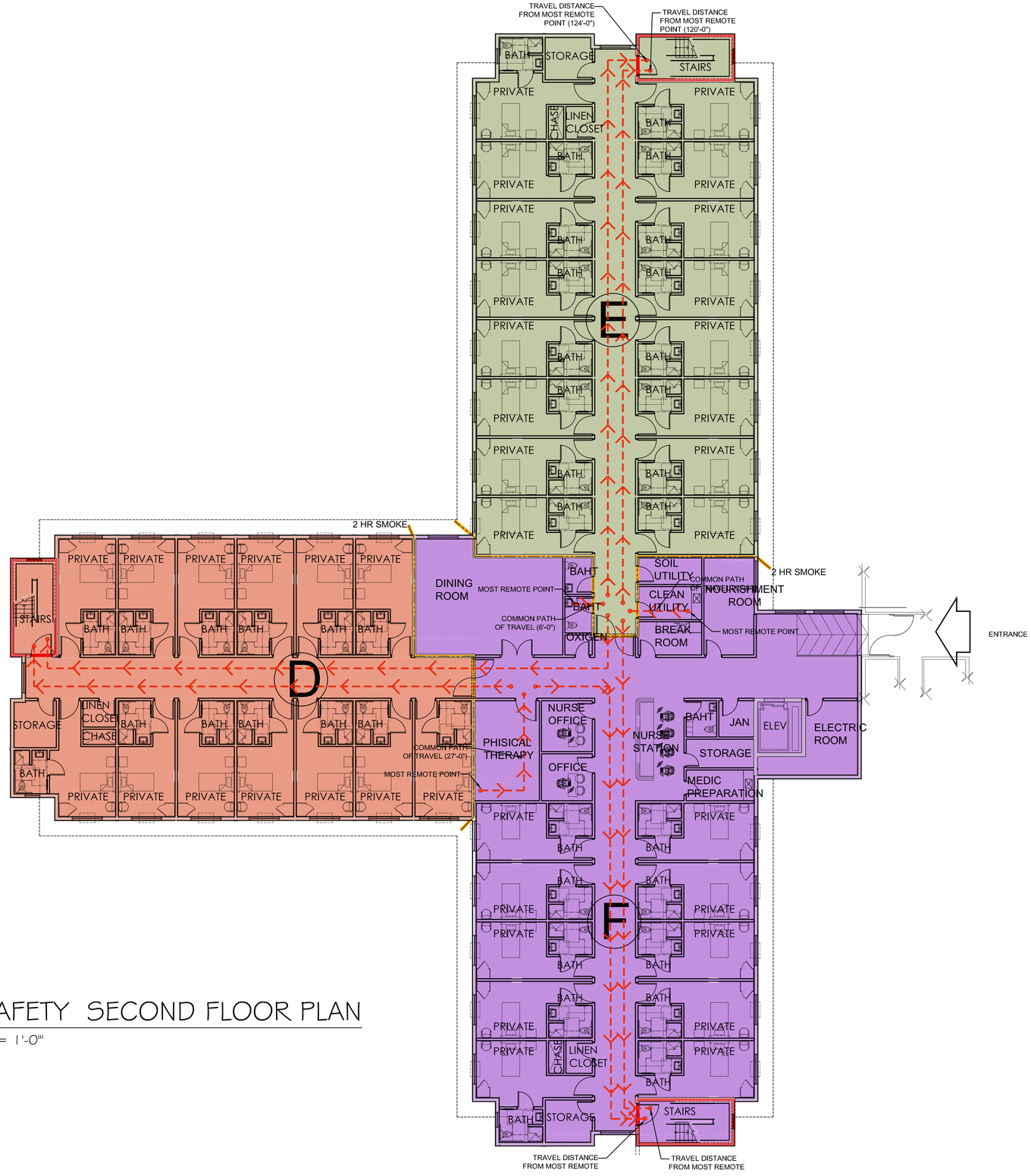
STATE OF FLORIDA · LEOPOLDO BELLON · AR-8737 · REGISTERED ARCHITECT

LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

LSP-1

SHEET OF



1 LIFE SAFETY SECOND FLOOR PLAN

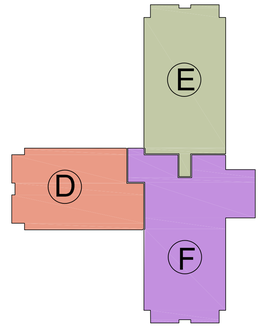
SCALE: 3/32" = 1'-0"

SYMBOL LEGEND

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	EMERGENCY EXIT SIGN:SHADING REPRESENTS LIT FACEARROWS REPRESENT CHEVRONS
	EMERGENCY EGRESS LIGHT
	COMBINATION: EMERGENCY EXIT SIGN/EXIT EGRESS LIGHT
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WALL FIRE RATING LEGEND

1-Hour - Separation of Smoke Compartment	
1-Hour - Fire Barrier	
2-Hour - Fire/Smoke Wall	
2-4 Hour - Fire Wall	



2 KEY PLAN

N/ SCALE

BELLON architecture

12930 S.W. 128 STREET
SUITE 203
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ARCHITECTURE
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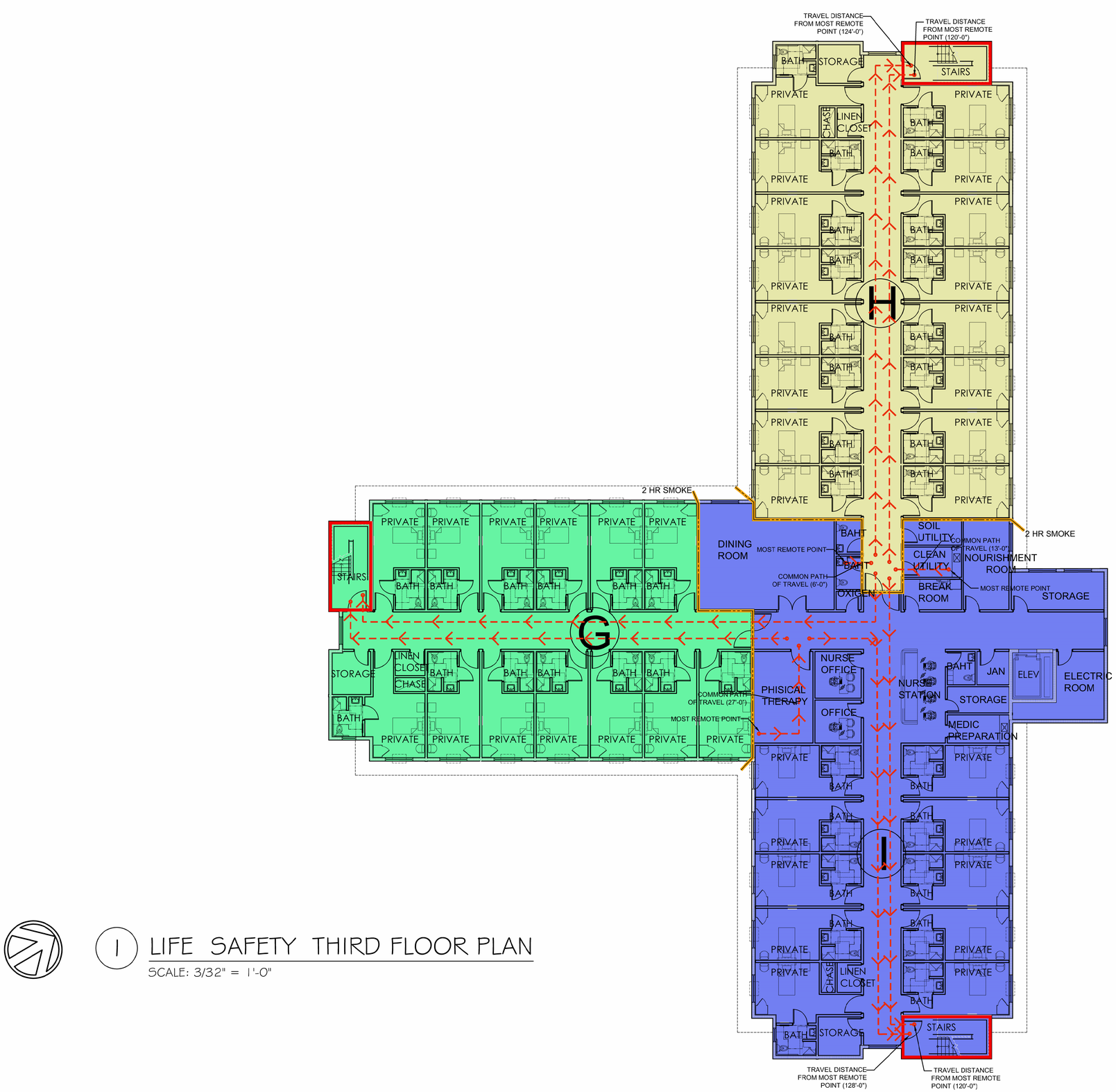
PROJECT No. BN-410
DRAWN BY:
CHECKED BY:
DATE:

LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

LSP-2

SHEET OF



1 LIFE SAFETY THIRD FLOOR PLAN

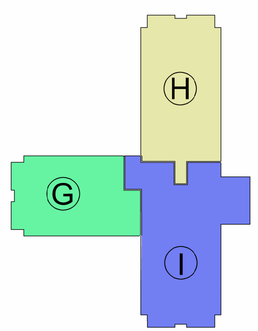
SCALE: 3/32" = 1'-0"

SYMBOL LEGEND

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2-4 Hour - Fire Wall	



2 KEY PLAN

N/ SCALE

BELLON architecture

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201 CURTISS PARKWAY
MIAMI SPRINGS, FLORIDA 33166

MARK	DATE	DESCRIPTION

PROJECT No. BN-410
DRAWN BY:
CHECKED BY:
DATE:

LEOPOLDO BELLON, AIA (AR-8737)

SHEET TITLE

LSP-3

SHEET OF

Landscape Data:

Multi-Family Residential (R-3C)	Required	Provided
Swale Trees One(1) 12' ht. swale tree (clear trunk 6' and min 3" cal.) per 35 linear feet or portion thereof, of street frontage of property wherein said improvements are proposed. All small trees to be planted will be not less than 2" in diameter measured 6" above the ground, and 6' ht. ((1)-14' ht. palm tree = 1 street tree) Curtiss Parkway ..... (395'/35') = 12 Trees Morningside Drive .....(228'/35') = 8 Trees Reinette Drive .....(427'/35') = 12 Trees Navarre Drive .....(581'/35') = 15 Trees Cresent Drive .....(175'/35') = 5 Trees	52 Trees	52 Trees 30 Pigeon Plums 22 Gumbo Limbos
Lot Trees 28 trees per acre of net lot area.	59 Trees (2.09 Acres x 28)	78 Trees 13 Live Oak Trees 18 Orange Geiger Trees 17 Existing Palms (2:1) 30 Existing Trees
Maximum Lawn Area 40% maximum of required open space. Required open space = 20% of net area. = .4 x 90,955 sf = 18,191 sf	90,955 x .4 36,382 SF	35,558 SF
Minimum Tree Sizes Shade trees: 2.5" cal., 12' height., 5' clear trunk Palm trees: 10' minimum height (2 palms = 1 required tree, maximum 30% of requirement)		
Off-Street Parking Trees Two(2) 12' ht. tree (clear trunk 5' and min 2.5" cal.) per every 100 linear feet of parking for each parking row. The required trees shall be graded Florida No. 1 or better.and shall be properly braced. A 2.5' ht. evergreen hedge placed at 2.5' on center shall be provided adjacent to front, side, and rear lot lines.	21 Trees (1,047 LF / 100)	25 Trees 13 Silver Buttonwood Trees 12 Green Buttonwood Trees
Shrubs Required 10 shrubs per required tree.	132 Trees x 10 = 1,320 Shrubs	1,320 Shrubs 464 Proposed Shrubs 856 Existing Shrubs
Protective Screening Required Where any lot or parcel of property adjoins a residential district, a 5' strip of land along the boundary of the residential district shall be set aside and used for planting..		

Landscape Notes:

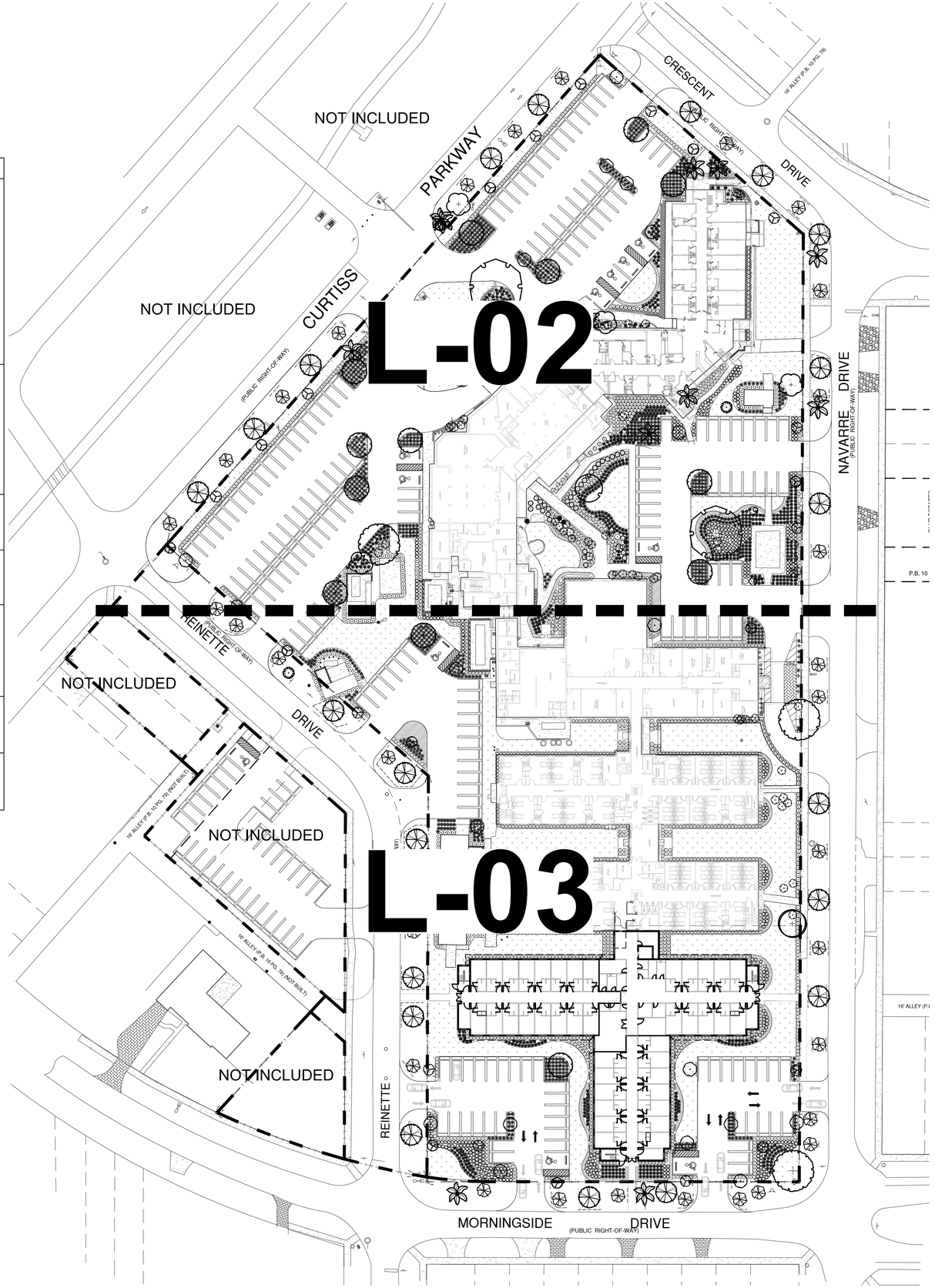
- Alternative plant species for required landscape may be permitted subject to review and approval by the Miami Springs Planning Department prior to installation.
- All prohibited exotic or invasive species shall be removed from the entire site prior to the issuance of a Certificate of Occupancy.
- All required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- No Cypress Mulch is to be used on site. Eucalyptus or Melaleuca Mulch is to be used in a 3" consistent layer in all planting beds.
- Enhanced landscaping beyond minimum requirements will conform to all applicable sections of the Miami Springs Landscape Manual.
- This plan has been designed to meet the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place' and Miami Springs Landscape Manual.
- For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines.
- Tree species shall be selected as to minimize conflicts with existing or proposed utilities.
- See engineer's plans for all underground & overhead utilities and field locate all prior to installation; contact Landscape Designer/Owner regarding any conflicts.
- All site drainage by others.
- City assumes liability and maintenance of trees placed outside of property line.
- Landscape adjacent to vehicular traffic to be maintained to preserve sight line visibility.

-Tree Relocation Note: Do not relocate without obtaining permit from the Miami Springs. Existing tree(s) to be relocated require root pruning by a qualified professional prior to relocation. If the tree(s) does not survive after relocation and is dead or in poor health at time of final inspection, mitigation will be required through payment into the tree preservation fund, equal to $350 per every 2" tree mitigation owed.

-Irrigation Note: Per Article 9: 9.4(4): Irrigation. All landscaped areas shall receive 100% coverage by means of an automatic sprinkler system designed and constructed in accordance with the Miami Springs Code of Ordinances, the Florida Building Code, State Law, and the regulations of the South Florida Water Management District. Failure to maintain or disconnection of the irrigation system shall be a violation of these regulations.

Digitally signed by Paul A. Goulas
Date: 2025.02.06 20:54:37-05'00'

811 Know what's below. Call before you dig.



Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Architect:

BELLON ARCHITECTURE
12930 SW 128th Street
Suite 203
Miami, FL 33186
Office: 305-278-7776
amy@bellonglobal.com

Proposed Improvements

201 Curtiss Parkway, Miami Springs, FL 33166

Landscape Plan

Revisions		
Date	Init.	Description
02.06.25	DC	Initial Submittal

REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

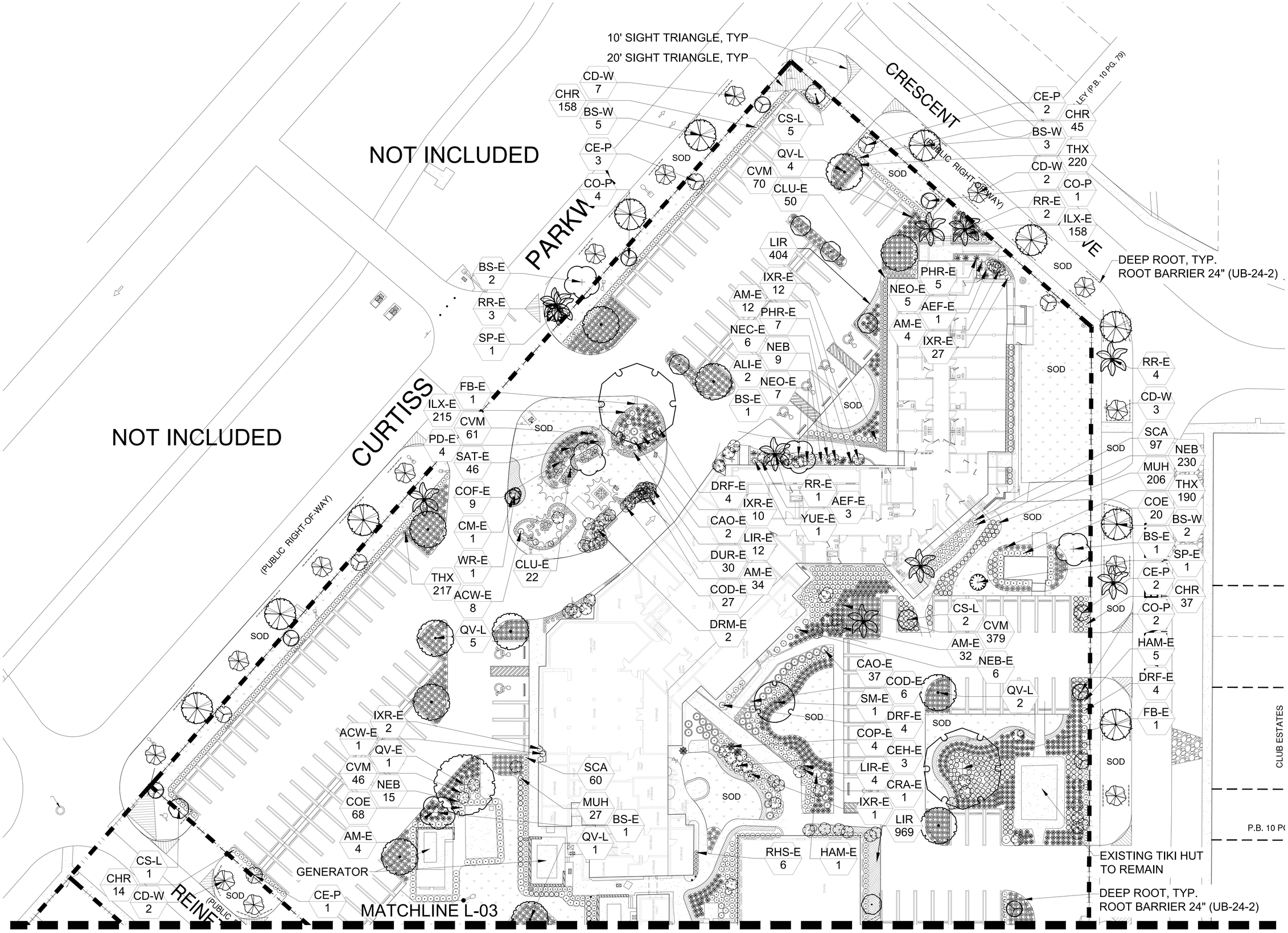
Drawn By:	DC
Checked By:	BW
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 40'

0 10' 20' 80'

L-01



Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
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LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: DC
Checked By: BW
Municipal Project:
Scale:

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

L-02

MATCHLINE L-02

NOT INCLUDED

NOT INCLUDED

NOT INCLUDED

REINETTE (PUBLIC RIGHT-OF-WAY)

16' ALLEY (P.B. 10 PG. 79) (NOT BUILT)

16' ALLEY (P.B. 10 PG. 79) (NOT BUILT)

DRIVE (PUBLIC RIGHT-OF-WAY)

REINETTE

MORNINGSIDE DRIVE (PUBLIC RIGHT-OF-WAY)

GENERATOR

DEEP ROOT, TYP.
ROOT BARRIER 24" (UB-24-2)

DEEP ROOT, TYP.
ROOT BARRIER 24" (UB-24-2)

DEEP ROOT, TYP.
ROOT BARRIER 24"

20' SIGHT TRIANGLE, TYP

10' SIGHT TRIANGLE, TYP

SOD

CD-W 14
CD-W 2
CE-P 1
SP-E 1
CE-P 1
CHR 27
COE 88
RR-E 2
CD-W 4
BS-W 6
CS-L 5
CO-P 4
CD-W 6
BS-W 2
RR-E 2
NEB 43
CHR-E 58
SCA 322
ILX-E 8
ALI-E 3
NEO-E 14
NEC-E 5
CD-W 7
AM-E 14
QV-E 2
AEF-E 1
MUH 127
LIR 519
CHR 23
CHR 103
BS-W 3
MI-E 1
NEB 47
QV-L 1
THX 250
LIR 523
CHR 55
MUH 165
SCA 294
CVM 102
CE-P 4
THX 48
CS-L 5
CO-P 1
CVM 86

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PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	DC
Checked By:	BW
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

L-03

Plant Schedule:

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
EXISTING TREES					
	AM-E	100	Adonidia merrillii	Christmas Palm	Existing to Remain
	BS-E	5	Bursera simaruba	Gumbo Limbo	Existing to Remain
	CM-E	1	Caryota mitis	Fishtail Palm	Existing to Remain
	FB-E	2	Ficus benghalensis	Banyan	Existing to Remain
	MI-E	1	Mangifera indica	Mango	Existing to Remain
	PD-E	4	Phoenix sylvestris	Wild Date Palm	Existing to Remain
	QV-E	3	Quercus virginiana	Live Oak	Existing to Remain
	RR-E	14	Roystonea regia	Royal Palm	Existing to Remain
	SP-E	3	Sabal palmetto	Sabal Palm	Existing to Remain
	SM-E	1	Swietenia mahagoni	Mahogany	Existing to Remain
	WR-E	1	Washingtonia robusta	Washington Palm	Existing to Remain
LOT TREES					
	CS-L	18	Cordia sebestena	Orange Geiger Tree	FG, 12` HT x 6` SPR, 3" C, SP
	QV-L	13	Quercus virginiana	Live Oak	FG, 12` HT x 6` SPR, 3" C, SP
PARKING LOT TREES					
	CO-P	12	Conocarpus erectus	Green Buttonwood	FG, 12' HT, 2.5" CAL MIN, 5' CT, SP
	CE-P	13	Conocarpus erectus 'sericeus'	Silver Buttonwood	FG, 12' HT, 2.5" CAL MIN, 5' CT, SP
SWALE TREES					
	BS-W	21	Bursera simaruba	Gumbo Limbo	FG, 12' HT, 3" CAL MIN, 6' CT, SP
	CD-W	31	Coccoloba diversifolia	Pigeon Plum	FG, 12` HT, 3" DBH MIN, STD, SP

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
SHRUBS					
	CHR	462	Chrysobalanus icaco `Redtip`	Red Tip Cocoplum	CG, 30" OA, 30" OC, F
	CVM	744	Codiaeum variegatum `Mammey`	Mammey Croton	CG, 30" OA, 30" OC, F
	COE	176	Conocarpus erectus	Green Buttonwood	CG, 30" OA, 30" OC, F
	MUH	525	Muhlenbergia capillaris	Pink Muhly Grass	CG, 30" OA, 30" OC, F
	NEB	338	Nephrolepis biserrata	Macho Fern	CG, 30" OA, 30" OC, F
	SCA	773	Schefflera arboricola	Green Schefflera	CG, 30" OA, 30" OC, F
	THX	926	Thaumatophyllum xanadu	Xanadu Philodendron	CG, 30" OA, 30" OC, F
EXISTING SHRUBS					
	ACW-E	9	Acalypha wilkesiana	Copperleaf	Existing to Remain
	AEF-E	5	Aechmea fasciata	Silver Vase Plant	Existing to Remain
	ALI-E	5	Alcantarea imperialis	Imperial Bromeliad	Existing to Remain
	CAO-E	39	Carex oshimensis	Japanese Sedge	Existing to Remain
	CEH-E	3	Cereus hildmannianus	Hedge Cactus	Existing to Remain
	CHR-E	58	Chrysobalanus icaco 'Red Tip'	Red Tip Coco Plum	Existing to Remain
	CLU-E	72	Clusia guttifera	Small Leaf Clusia	Existing to Remain
	COD-E	33	Codiaeum variegatum 'Mammy'	Mammy Croton	Existing to Remain
	COP-E	4	Codiaeum variegatum 'Petra'	Petra Croton	Existing to Remain
	COF-E	9	Cordyline fruticosa	Ti Plant	Existing to Remain
	CRA-E	1	Crinum asiaticum	Crinum Lily	Existing to Remain
	DRF-E	12	Dracaena fragrans 'Massangeana'	Corn Stalk Dracaena	Existing to Remain
	DRM-E	2	Dracaena marginata	Dracaena	Existing to Remain
	DUR-E	30	Duranta repens	Gold Mound	Existing to Remain
	HAM-E	6	Hamelia patens	Firebush	Existing to Remain
	ILX-E	381	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	Existing to Remain
	IXR-E	52	Ixora coccinea 'Nora Grant'	Nora Grant Pink Ixora	Existing to Remain
	LIR-E	16	Liriope muscari 'Big Blue'	Big Blue Lilyturf	Existing to Remain
	NEC-E	6	Neoregelia cruenta	Cruenta Bromeliad	Existing to Remain
	NEO-E	22	Neoregelia spp.	Bromeliad	Existing to Remain
	NEB-E	6	Nephrolepis biserrata	Macho Fern	Existing to Remain
	PHR-E	12	Philodendron x 'Rojo Congo'	Rojo Congo Philodendron	Existing to Remain
	RHS-E	6	Rhoeo spathacea	Oyster Plant	Existing to Remain
	SAT-E	46	Schefflera arboricola 'Trinette'	Trinette Variegated Schefflera	Existing to Remain
	YUE-E	1	Yucca elephantipes	Giant Yucca	Existing to Remain

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
GROUND COVERS						
	LIR	2,415	Liriope muscari 'Big Blue'	Big Blue Lilyturf	CG, 12" OA, 12" OC, F	12" o.c.

Project Team

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Drawn By:	DC
Checked By:	BW
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = NTS

0 0 0 0

L-04

Existing Trees:

TREE NUMBER	COMMON NAME	D.B.H. (INCHES)	HEIGHT (FEET)	SPREAD (FEET)
*2603	Australian Pine	36	70	50
*2604	Australian Pine	32	70	50
*2605	Melaleuca	15 (Twin)	35	35
*2606	Melaleuca	12	25	22
*2607	Melaleuca	20	40	32
*2608	Melaleuca	12 (Twin)	40	32
*2609	Australian Pine	32	70	50
*2610	Melaleuca	10	40	12
*2611	Melaleuca	10"-15" (Triple)	40	30
*2612	Melaleuca	16	38	28
*2613	Melaleuca	15	40	25
*2614	Scheffera Tree	9 (Triple)	30	30
*2615	Scheffera Tree	12	34	34
*2616	Melaleuca	10 (Twin)	40	34
*2617	Melaleuca	10"-15" (Twin)	40	35
*2618	Melaleuca	15 (Triple)	40	35
*2619	Australian Pine	30	70	60
2620	Mango	5	15	15
2621	Palm	4" (Four in total)	30	15
2622	Palm	4	27	6
2623	Palm	4 (Twin)	30	12
2624	Palm	6	18	8
2625	Palm	6	18	8
2626	Palm	6	18	8
2627	Palm	4	30	8
2628	Palm	20	18	18
2630	Cabbage Palm	15	25	18
2631	Tree	6	22	18
2632	Tree	15	30	24
2635	Oak	24	36	50
2636	Palm	6	20	10
2637	Palm	3	12	28
2638	Palm	3	12	28
2639	Palm	3	12	28
2640	Palm	3	12	28
2641	Palm	5	28	12
*2642	Melaleuca	32	36	18
2643	Royal Palm	18	60	18
2644	Christmans Palm	6	22	8
2645	Christmans Palm	3 (Twin)	27	18
2646	Christmans Palm	4"-3"	30	16
2647	Christmans Palm	4	30	16
2648	Christmans Palm	3 (Triple)	30	16
2649	Christmans Palm	4	30	16
2650	Christmans Palm	4	30	16
2651	Gumbo Limbo	13	20	20
2652	Christmans Palm	4"-3"	22	14
2653	Gumbo Limbo	9	20	18
2656	Christmans Palm	4	22	16
2657	Mango	7	22	18
2658	Palm	4	24	16
2659	Palm	4	28	12
2660	Palm	4	28	12
2661	Cabbage Palm	14	24	20
2662	Cabbage Palm	12	24	20
2663	Christmans Palm	7	24	12
2664	Christmans Palm	3 (Twin)	30	18
2665	Christmans Palm	4	30	18
2666	Christmans Palm	6	24	14
2667	Ficus	55	55	55
2668	Palm	40"-48" (M/T)	30	30
2669	Palm	40"-48" (M/T)	30	30
2670	Holly	36 (M/T)	32	32
2671	Palm	48 M/T	24	24
2672	Palm	5"-6"	24	22
2673	Royal	16 (Twin)	45	20
2674	Royal	18 (Triple)	50	30
2675	Tree	16	45	30
2676	Palm	5 (Twin)	35	20
2677	Christmans Palm	30 M/T	25	20
2678	Christmans Palm	4 (Twin)	40	18
2679	Palm	3 (Triple)	24	16
2680	Silver Buttonwood	12	20	18
2681	Tree	7 (Twin)	20	20
2683	Palm	4-6	25	20
2684	Palm	5 (Triple)	25	20
2685	Palm	5 (Triple)	25	20
2686	Palm	6 (Twin)	25	20
2687	Palm	6 (Triple)	25	20
2688	Palm	7	25	20
2689	Palm	4	28	20
2690	Palm	7	25	20
2691	Palm	5	25	18
2692	Palm	8	25	18
2693	Palm	6 (Twin)	25	18
2694	Palm	48 M/T	28	22
2695	Palm	48 M/T	28	22
2696	Palm	48 M/T	28	22
2697	Palm	48 M/T	28	22
2698	Palm	8	25	20
2699	Palm	6	24	14
2700	Palm	3	24	10
2701	Tree	6 (Twin)	25	18
2702	Tree	24 M/T	23	20
2703	Tree	5	10	10
2704	Palm	4	25	14
2705	Palm	4	25	14
2706	Palm	4	25	14
2707	Royal Palm	24	42	22
2708	Palm	6"-3"	25	20
2709	Tree	15	24	25
2710	Mahogany Tree	30	40	40
2711	Silk Floss	12	20	30
*2712	Scheffera Tree	15	28	20
2713	Palm	4"-3"	25	18
2714	Palm	4 (Twin)	24	18
2715	Palm	3 (Twin)	24	18
2716	Palm	3 (Twin)	24	18
2717	Tree	12	30	32
2718	Palm	4 (Twin)	25	20
2719	Palm	36 M/T	25	20
2720	Palm	30 M/T	25	20
2721	Palm	4	24	18
2722	Palm	5	28	18
2723	Palm	4	28	18
2724	Palm	4	28	18
*2725	Melaleuca	33	38	25
*2726	Melaleuca	40	38	32
2727	Oak	26	45	45
*2728	Melaleuca	40	48	27
2729	Royal Palm	22	5	20
2730	Palm	14	55	12
2731	Royal Palm	20	55	20
*2732	Australian Pine	48	40	35
2733	Royal Palm	20	60	20
*2734	Melaleuca	60	50	45
*2735	Melaleuca	36	40	20
2736	Black Olive	40	55	50
2737	Royal Palm	20	60	25
*2738	Australian Pine	30	50	45
*2739	Australian Pine	40	60	45
*2740	Melaleuca	38	50	-
*2741	Melaleuca	36	50	-
*2742	Melaleuca & Fig	40	42	45
2743	Tree	20	30	40
*2744	Melaleuca	30	28	30
*2745	Melaleuca	38	65	60
*2746	Melaleuca	52	38	40
2747	Cabbage Palm	12 (Triple)	34	30
2748	Rubber Tree	144	34	75
2749	Oak	10	25	25
2750	Oak	12	25	25
2751	Dead	-	-	-
2752	Palm	7	24	10
2753	Palm	12	24	20
2754	Mango	40	24	34
2755	Holly	60	30	40
2756	Tree	10	20	20
2777	Royal Palm	16	42	20
2778	Royal Palm	22	42	22
2779	Royal Palm	22	42	22
*2780	Melaleuca	36	26	26
*2781	Melaleuca & Strangler Fig	36	37	30
*2782	Melaleuca & Strangler Fig	36	30	26
2783	Palm	3 (Twin)	30	10
2784	Palm	3	30	10
2785	Palm	3	30	10
2786	Palm	3	30	10
2787	Palm	10	12	18
2790	Palm	10	12	12
2791	Palm	10	12	12
2792	Palm	10	12	12
2793	Palm	10	12	12
2794	Royal Palm	24	66	22
2795	Royal Palm	12	36	24
2796	Washingtonia Palm	12	48	18
2797	Royal Palm	18	36	24
2798	Gumbo Limbo	12 (Twin)	30	24
2799	Christmans Palm	4 (Twin)	30	14
2800	Christmans Palm	4	30	14
2801	Christmans Palm	4	25	14
2802	Christmans Palm	4	25	14
2803	Christmans Palm	4	30	14
2804	Christmans Palm	4	30	14
2805	Christmans Palm	4 (Twin)	25	16
2806	Christmans Palm	4	24	18
2807	Christmans Palm	7	24	16
2808	Christmans Palm	4	24	16
2809	Christmans Palm	4	22	16
2810	Christmans Palm	4	24	16
2811	Royal Palm	18	48	20
2812	Royal Palm	24	50	25
2813	Royal Palm	19	35	25
2814	Cabbage Palm	14	25	18
2815	Gumbo Limbo	10	20	20
2816	Banyon	72" (N/S) x 108" (E/W)	38	80
2820	Gumbo Limbo	16	24	24
2821	Palms (Cluster)	6" (Nineteen in total)	25	14
2825	Palm	6	22	16
2826	Palm	6	25	16
2827	Palm	5 (Twin)	24	16
2828	Palm	5	24	16
2829	Palms (Cluster)	6" (Eight in total)	24	16
2834	Palm	5	20	16
2835	Palm	5	24	16
2836	Palms (Cluster)	3"-5" (Five in total)	24	14
2840	Palm	5	22	16
2841	Washingtonia Palm	12	55	18
2842	Washingtonia Palm	12 (Twin)	55	24
2843	Palm	3" (Seven in total)	24	14
2844	Palms (Cluster)	3" (Fifteen in total)	24	14
2848	Palms	36 (Cluster)	22	20
2849	Royal Palm	24	40	24
2850	Washingtonia Palm	10	48	18
2851	Royal Palms (Cluster)	15" (Nine in total)	45	20
2856	Royal Palm	15	55	24
2857	Royal Palm	20	42	24
2858	Washingtonia Palm	14	60	18
2862	Christmans Palm	6 (Triple)	30	16
2863	Christmans Palm	7	30	12
2864	Christmans Palm	6	24	12
2865	Christmans Palm	6	30	12
2866	Christmans Palm	6	28	12
2867	Palms (Cluster)	6" (Nine in total)	26	14
2871	Christmans Palm	6	26	14
2872	Oak	18	35	35
2873	Tree	12	12	12
2874	Gumbo Limbo	4 (Twin)	15	15
2875	Palm	4	28	6
2876	Mango	4	14	16
2877	Washingtonia Palm	10	36	12
2878	Washingtonia Palm	9	36	12
2879	Washingtonia Palm	10	40	12
2880	Washingtonia Palm	10	40	12
2881	Washingtonia Palm	12	36	12
2882	Washingtonia Palm	9	30	12
2883	Washingtonia Palm	6	24	12
2884	Washingtonia Palm	10	28	12
2885	Washingtonia Palm	9	36	12
2886	Washingtonia Palm	8	30	12
2887	Palm	10	36	18
2888	Royal Palm	12	36	18
2889	Cabbage Palm	12	22	22
2890	Cabbage Palm	9	26	18
2891	Banyon	90	36	60
2892	Tree	5"-6"	18	18
2893	Palm	4	20	12
2894	Tree	6 (Triple)	30	20
2895	Palm	4	30	12
2896	Oak	12	34	28
2897	Tree	18	20	20
2898	Ficus	12	25	30
*2899	Scheffera & Strangler Fig	30	32	30
2900	Black Olive	48	48	58
2901	Palm	7	28	12
*2902	Melaleuca & Schefflera	40	30	30
2903	Cabbage Palm & Fig	15	22	18
2911	Gumbo Limbo	20	25	20
*2912	Melaleuca	40	36	36
2916	Cabbage Palm	12	24	18
*2918	Melaleuca	30	30	24
*2919	Melaleuca	36	30	24
2920	Banyon	80	40	70
*2921	Australian Pine	26	75	50
2922	Royal Palm	20	70	24
2923	Royal Palm	18	65	24
2924	Palm	20	27	20
2925	Palm	18	30	20
2926	Palm	16	27	20
2927	Royal	15	32	24
2928	Tree	7	12	12
2929	Palm	6	20	14
2930	Palm	7	24	14
2931	Tree	10	20	20
2932	Washingtonia Palm	18	50	24
2933	Mango	9	24	24
2934	Washingtonia Palm	18	40	24
2935	Royal Palm	20	50	24
2936	Cabbage Palm	15	35	18
2937	Banyon	40	34	34
2938	Banyon	36	30	34
2939	Palm	14	25	20
2940	Palm	14	25	20
2941	Palm	20	24	24
*2942	Schefflera	16	25	24
2943	Banyon	15	30	30
2945	Palm	12	12	12
2946	Ficus	18	36	24
2947	Ficus	7	25	20
2948	Crape Myrtle	36	60	55
*2949	Scheffera	10 (Twin)	27	25
*2987	Schefflera	3 (Triple)	24	24

Denotes Trees to be removed

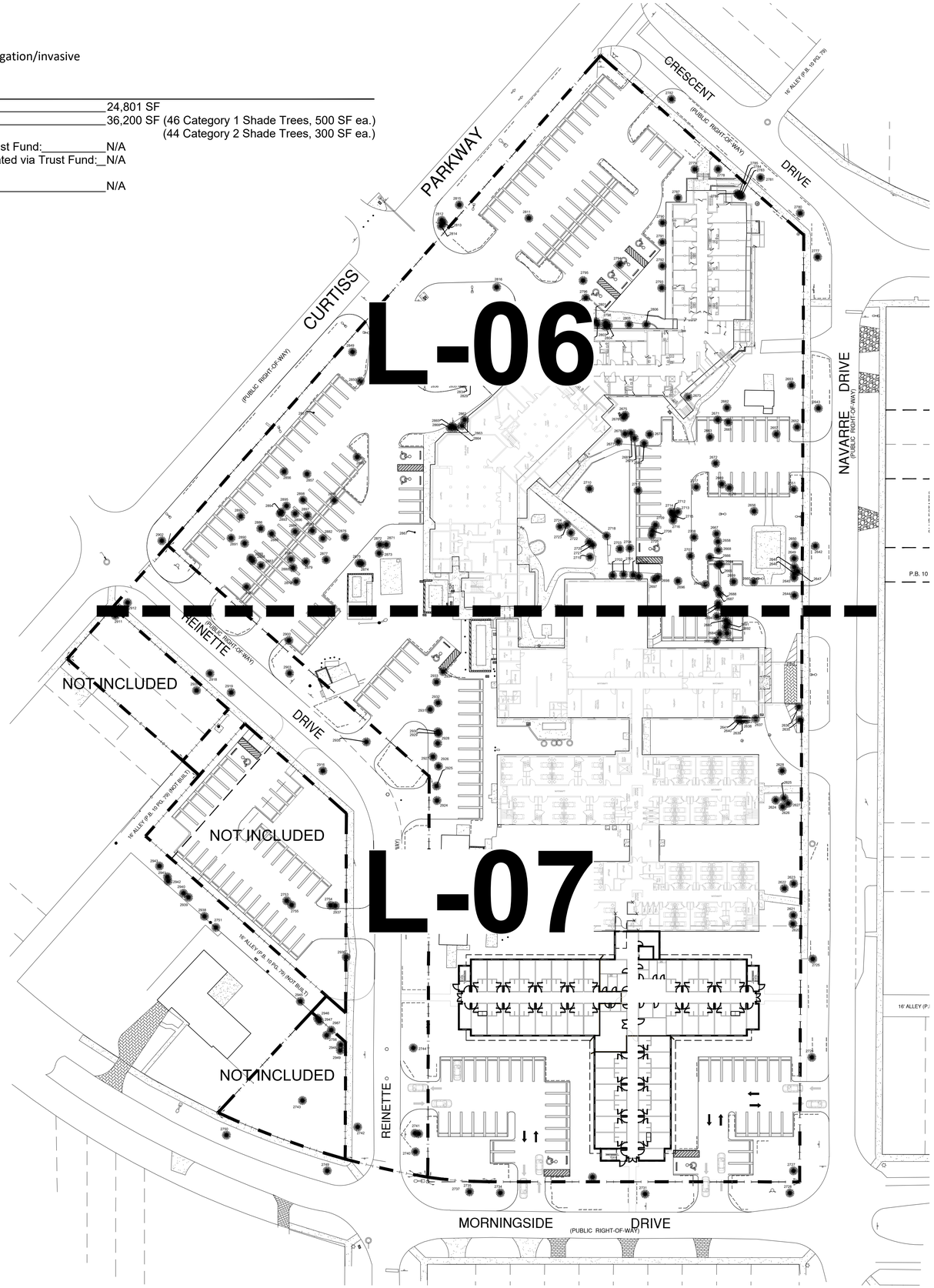
* Denotes Trees exempt from mitigation/invasive

Mitigation Data:

Total Existing Canopy to be Removed:_____24,801 SF
Mitigation Trees Provided Onsite:_____36,200 SF (46 Category 1 Shade Trees, 500 SF ea.)
(44 Category 2 Shade Trees, 300 SF ea.)

Total Canopy Area to be Mitigated via Trust Fund:_____N/A
Equivalent Tree Replacement to be Mitigated via Trust Fund:_N/A

Total Required Trust Fund Contribution:_____N/A



Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
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Port St. Lucie, Fl. 34983

Architect:

BELLON ARCHITECTURE
12930 SW 128th Street
Suite 203
Miami, FL 33186
Office: 305-278-7776
amy@bellonglobal.com

Proposed Improvements

201 Curtiss Parkway, Miami Springs, FL 33166

Overall Tree Disposition Plan

Revisions

Date	Init.	Description
02.06.25	DC	Initial Submittal

REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

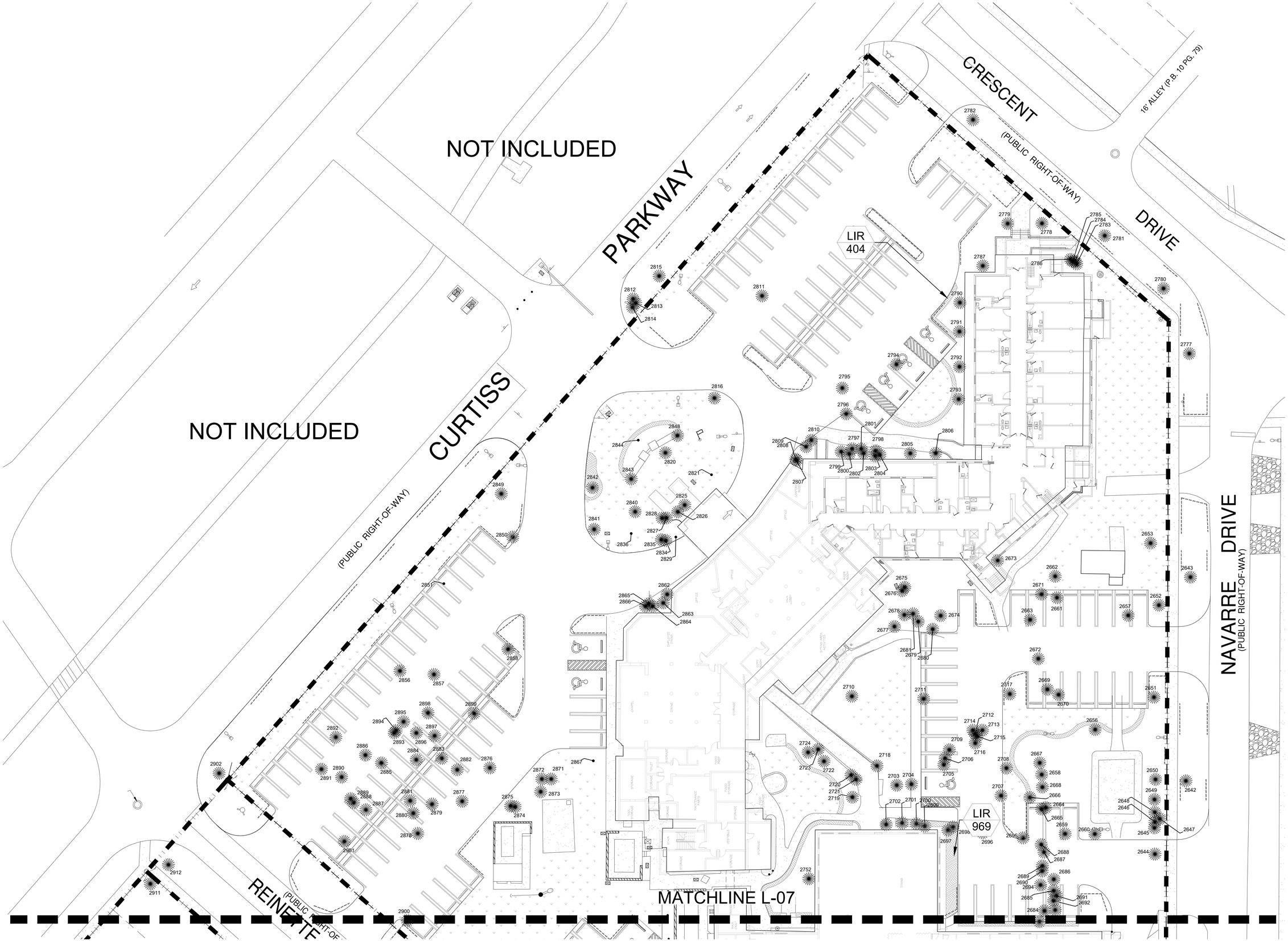
Drawn By: DC
Checked By: BW
Municipal Project:
Scale:

NORTH

SCALE: 1" = 40'

0 10' 20' 80'

L-05



Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
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Architect:

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Overall Tree Disposition Plan

Revisions

Date	Init.	Description
02.06.25	DC	Initial Submittal

REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: DC
Checked By: BW
Municipal Project:
Scale:

NORTH

SCALE: 1" = 40'

0 10' 20' 80'

L-06

MATCHLINE L-06

NOT INCLUDED

NOT INCLUDED

NOT INCLUDED

REINETTE (PUBLIC RIGHT-OF-WAY)

DRIVE

16' ALLEY (P.B. 10 PG. 79) (NOT BUILT)

16' ALLEY (P.B. 10 PG. 79) (NOT BUILT)

DRIVE (PUBLIC RIGHT-OF-WAY)

REINETTE

MORNINGSIDE DRIVE

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
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Overall Tree Disposition Plan

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REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	DC
Checked By:	BW
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 40'

0 10' 20' 80'

L-07

LANDSCAPE SPECIFICATIONS:

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract.
The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE:
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails.

B. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

2.06 PLANTING SOIL:
A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material.
The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep away from tree & palm trunks or as required by local jusidiction.

PART 3: EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil:
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

3.05 GUYING:
A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

D. Stake & Brace all trees larger than 12' oa. See detail.
Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

E. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. See General Notes of Landscape Plan for water source.

3.07 SOD:

A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed - 200 Pounds per acre mixed with common hulled Bermuda seed - 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

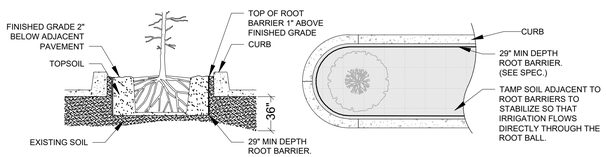
D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

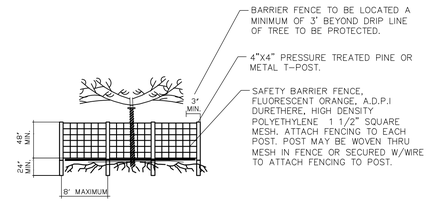
D. Remove all trimmings from site.



SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

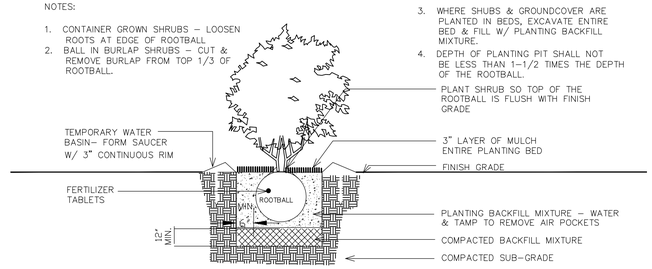
NOTES:
1- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



NOTE: BARRIER TO FORM CONTINUOUS CIRCLE AROUND THE TREE OR GROUP OF TREES. SEE PLAN FOR LOCATION OF TREES TO REMAIN. BARRIER MUST BE IN PLACE BEFORE CONSTRUCTION BEGINS.

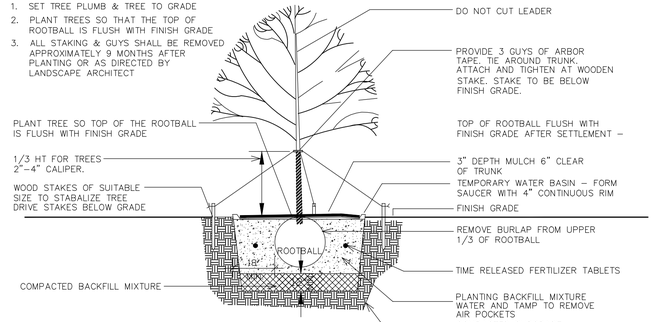
EXISTING TREE PROTECTION DETAIL

NOTES:
1. CONTAINER GROWN SHRUBS – LOOSEN ROOTS AT EDGE OF ROOTBALL
2. BALL IN BURLAP SHRUBS – CUT & REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL.
3. WHERE SHUBS & GROUNDCOVER ARE PLANTED IN BEDS, EXCAVATE ENTIRE BED & FILL W/ PLANTING BACKFILL MIXTURE.
4. DEPTH OF PLANTING PIT SHALL NOT BE LESS THAN 1-1/2 TIMES THE DEPTH OF THE ROOTBALL.



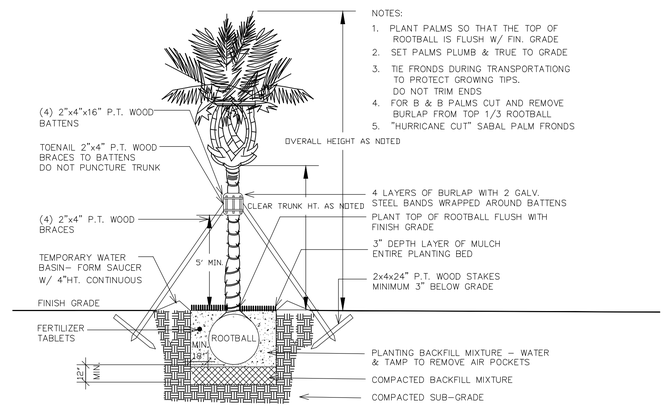
SHRUB PLANTING DETAIL

1. SET TREE PLUMB & TREE TO GRADE
2. PLANT TREES SO THAT THE TOP OF ROOTBALL IS FLUSH WITH FINISH GRADE
3. ALL STAKING & GUYS SHALL BE REMOVED APPROXIMATELY 9 MONTHS AFTER PLANTING OR AS DIRECTED BY LANDSCAPE ARCHITECT



TREE STAKING DETAIL

NOTES:
1. PLANT PALMS SO THAT THE TOP OF ROOTBALL IS FLUSH W/ FIN. GRADE
2. SET PALMS PLUMB & TRUE TO GRADE
3. TIE FRONDS DURING TRANSPORTATIONG TO PROTECT GROWING TIPS. DO NOT TRIM ENDS
4. FOR B & B PALMS CUT AND REMOVE BURLAP FROM TOP 1/3 ROOTBALL
5. "HURRICANE CUT" SABAL PALM FRONDS



Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Architect:

BELLON ARCHITECTURE
12930 SW 128th Street
Suite 203
Miami, FL 33186
Office: 305-278-7776
amy@bellonglobal.com

Proposed Improvements

201 Curtiss Parkway, Miami Springs, FL 33166

Details & Specifications

Revisions		
Date	Init.	Description
02.06.25	DC	Initial Submittal

REGISTERED LANDSCAPE ARCHITECT – PAUL A. GOULAS – LA 6666807 – STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	DC
Checked By:	BW
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = NTS

0 0 0 0

L-08

STORMWATER POLLUTION PREVENTION PLAN

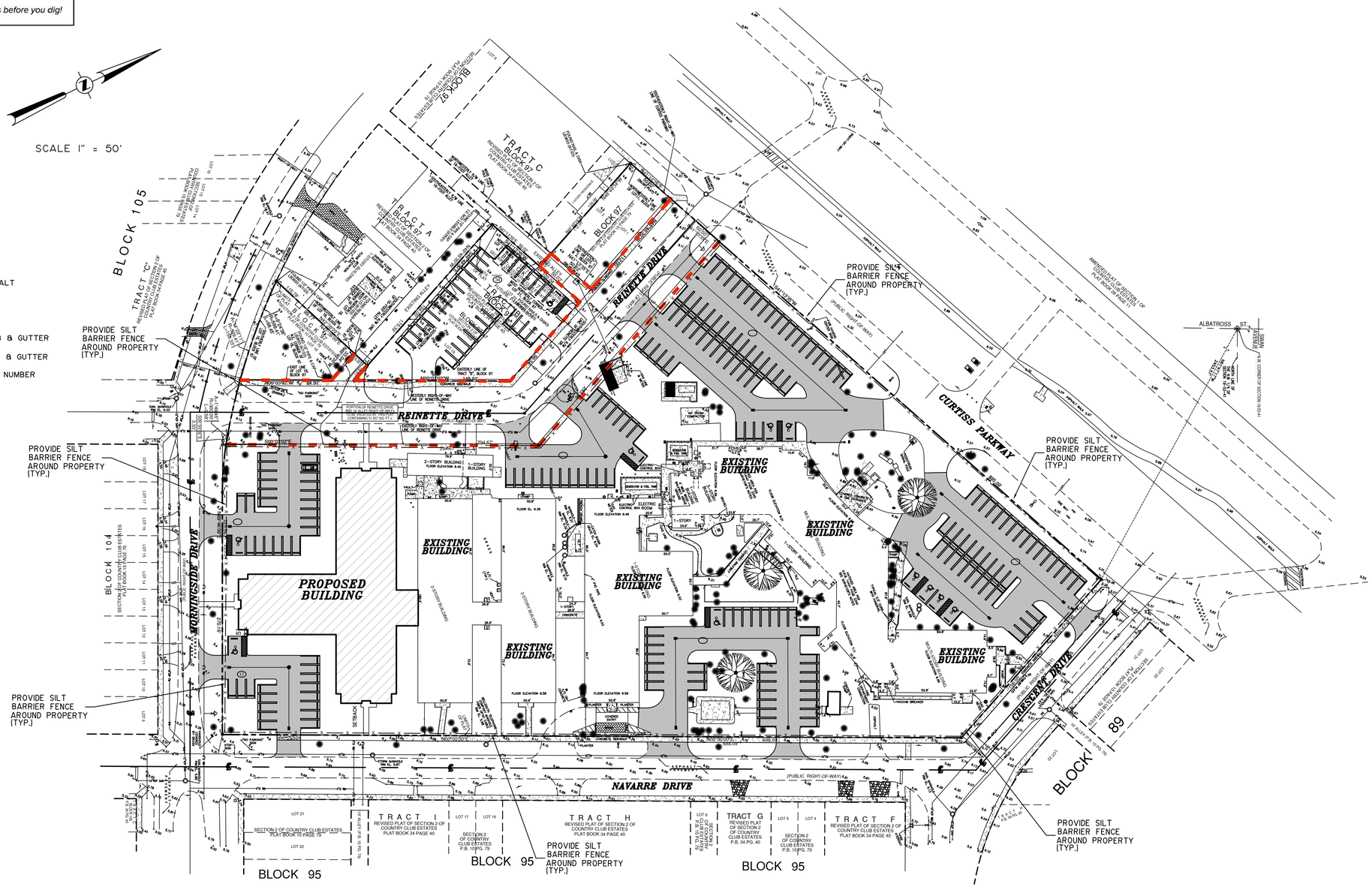
Sunshine811

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

NOTE:
ALL ELEVATIONS SHOWN ON PLAN ARE BASED ON NGVD (1929) DATUM AND AS SHOWN ON THE PLANS.

SCALE 1" = 50'



STORMWATER POLLUTION PREVENTION PRACTICES: NPDES

1. TREE PROTECTION AND PRUNING SHALL BE ACCOMPLISHED AS DETAILED IN LANDSCAPE PLANS AND AS PER CURRENT LANDSCAPE ORDINANCE.
2. THE STORMWATER POLLUTION PREVENTION PLAN, SWPPP, SUBMITTED TO PUBLIC WORKS, SHALL DESCRIBE IN DETAIL HOW THE CONSTRUCTION EFFORT WILL BE PHASED WITH REGARDS TO MINIMIZING EROSION PROBLEMS BY THE USE OF TEMPORARY AND PERMANENT EROSION CONTROL MEASURES, FOR THE VARIOUS SEQUENCES OF CONSTRUCTION OPERATIONS. ANY MODIFICATIONS MUST BE APPROVED BY VILLAGE OF PINECREST - NPDES SECTION, DEPARTMENT OF PUBLIC WORKS.
3. ENVIRONMENTAL CONTROL FEATURES AS PROVIDED IN THE SWPP, ARE TO BE INSTALLED AT ALL AREAS OF EXCAVATION OR FILL FOR DRAINAGE SYSTEM, OR STRUCTURE CONSTRUCTION PRIOR TO SUCH EXCAVATION OR FILL. INLET ENTRANCES ARE ALSO TO BE PROTECTED FROM SILTATION
4. ALL ENVIROMENTAL CONTROL FEATURES ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT IN ACCORDANCE WITH N.P.D.E.S. REQUIREMENTS. THE CONTRACTOR MUST INSURE THAT ALL EROSION CONTROL FEATURES FUNCTION PROPEERLY AT ALL TIMES.
5. ALL EROSION AND MATERIAL DEPOSITS MUST BE CONTAINED WITHIN THE PROJECT LIMITS.
6. ANY DAMAGED OR INEFFECTIVE ROCK BAGS ARE TO BE REPLACED WITH NEW ONES. THE LOCATION OF ROCK BAGS INSTALLATION IS AS MENTIONED IN THE THE SWPP PLANS. THE PROJCET ENGINEER MAY SPECIFY OTHER AREAS AS NECESSARY.
7. DITCH BOTTOM INLETS SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL PROJECT IS COMPLETE. ELEVATION OF GROUND OUTSIDE INLET TOP SHALL NOT BE HIGHER THAN INLET TOP. ROCK BAGS SHALL BE INSTALLED AROUND INLET TOP. COMPLETED INLETS IN PAVBED AREAS SHALL ALSO BE PROTECTED WITH ROCK BAGS TO PREVENT SEDIMENT INTAKE.
8. CURB INLETS ALSO SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL THE PROJECT IS COMPLETE. ALL EXPOSED SLOPED MATERIAL ADJACENT TO INLET, SHALL BE COVERED WITH EROSION CONTROL MATTING WITH OUTER LIMITS PROTECTED BY ROCK BAGS.
9. STOCKPILED MATERIAL SHALL NOT BE LEFT IN EROSION PRONE AREAS UNLESS PROTECTED BY COVER OR ROCK BAGS.
10. INSPECTION OF EROSION CONTROL MEASURES AND CONDITION OF ADJACENT PROPERTIES, SHALL BE PERFORMED DAILY BY THE CONTRACTOR'S REPRESENTATIVE AND THE PROJECT ENGINEER. DEFICIENCIES SHALL BE NOTED AND CORRECTED.
11. ANY OFFSITE SEDIMENT DISCHARGE TO A MUNICIPAL SEPARATE STORM WATER SYSTEM ARISNG FROM THE CONTRACTOR'S ACTIVITIES IS NOT
12. THE USE OF SANITARY SEWERS, FRENCH DRAINS, COVER DITCHES AND/OR ROCK DRAINS FOR THE DISPOSAL OF WASTEWATER IS EXPRESSLY PROHIBITED.

GERARDO ZAMORA LICENSE No. 44207 STATE OF FLORIDA PROFESSIONAL ENGINEER
2/6/2025

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GERARDO ZAMORA JR P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

GERARDO ZAMORA P.E.
CIVIL ENGINEER
P.E. No. 44207
E.B. 0006791
STATE OF FLORIDA

PROJECT No. 2025-14 DATE: 2/2/2025

ZAMORA & ASSOCIATES, INC.
ENGINEERING LAND PLANNING
6601 SOUTHWEST 80th STREET SUITE 109
SOUTH MIAMI, FLORIDA (305) 273-7801

BELLÓN architecture
12930 S.W. 128 STREET
SUITE 203
MIAMI, FLORIDA 33186
T. (305) 278-7776
AA-26002616
ARCHITECTURE
LAND PLANNING
INTERIORS
CONSTRUCTION MANAGEMENT
CONSULTANTS

MIAMI SPRINGS NURSING & REHAB CENTER
201 CURTISS PARKWAY
MIAMI SPRINGS, FLORIDA 33166

MARK	DATE	DESCRIPTION

PROJECT No. 2025-14
DRAWN BY:
CHECKED BY:
DATE:

LEOPOLDO BELLON, AIA

SHEET TITLE

C-1

SHEET OF

STORMWATER POLLUTION PREVENTION DETAILS PLAN

I. PROJECT / SITE DESCRIPTION

A. CONSTRUCTION ACTIVITY:
CONSTRUCTION OF NEW BUILDING, ROADWAY, SIDEWALKS, LANDSCAPE, UTILITIES AND DRAINAGE SYSTEM.

B. MAJOR SOIL DISTURBING ACTIVITIES:
INSTALLATION OF DRAINGE SYSTEM
CLEARING AND GRUBBING
INSTALLATION OF UTILITIES
CONSTRUCTION OF BUILDING FOUNDATIONS

C. TOTAL PROJECT AREA;
ACRES

D. RUNOFF COEFFICIENT
BEFORE
AFTER

E. LOCATION OF DRAINAGE AREAS AND OUTFALLS
ALL DRAINAGE TO BE VIA UNDERGROUND EXFILTRATION TRENCHES., I5 FEET DEEP.
NO OUTFALLS ARE BEING PROPOSED.

F. NAME OF RECEIVING WATERS
ALL DRAINAGE TO BE VIA UNDERGROUND EXFILTRATION TRENCHES., NO DISCHARGE

2. NARRATIVE - SEQUENCE OF SOIL DISTURBANCE ACTIVITIES

A. EROSION AND SEDIMENT CONTROL
I. STABILIZATION PRACTICES:
THE CONTRACTOR WILL MAINTAIN THE INLET PROTECTION, SILT FENCE AND ILL ALSO PROVIDE DUST CONTROL.

2. STRUCTURAL PRACTICES
SILT FENCE
SYNTHETIC BALES
FILTER FABRIC

B. DESCRIPTION OF STORM WATER MANAGEMENT
CONTRACTOR SHALL INSTALL AND MAINTAIN THE EROSION AND SEDIMENT CONTROL. DESCRIBED HEREIN, AFTER ANY RAIN EVENT, THE CONTRACTOR WILL REPAIR OR REPLACE ANT AFFECTED CONTROLS (SILT FENCES, FILTER FABRIC, SYNTHETIC BALES)

C. OTHER CONTROLS:

I. WASTE DISPOSAL:
ANY CONSTRUCTION DEBRIS GENERATED AS A RESULT OF THIS PROJECT WILL BE DISPOSED OF OFF - SITTE AT AN APPROPRIATE WASTE DISPOSAL FACILITY
A) CONCRETE WASH OUT LOCATIONS WILL BE PROVIDED IN AREAS WHERE THE DISPOSAL MATERIALS WILL BE CONTAINED SO AS TO PREVENT DISCHARGE OUTSIDE OF THE PROJECT LIMITS AND INTO THE WATERWAYS.
B) NEW AND EXISTING DRAINAGE STRUCTURES WILL BE PROTECTED WITH SYNTHETIC BALES AND/OR FILTER FABRIC.
C) STAGING AREAS WILL BE LOCATED WITHIN THE PROJECT WORK ZONE UNLESS REQUESTED OTHERWISE FOR APPROVAL.
D) LITER WILL BE DEPOSITED IN APPROPRIATE LOCATIONS. A DUMPSTER MAY BE PROVIDED AT THE SITE DEPENDING ON THE AMOUNT OF LITER GENERATED.
E) LOADED TRUCKS WILL BE COVERED WITH TARPS.
F) SWEEPERS AND/OR WATER TRUCKS WILL BE PROVIDED TO REDUCE DUST DAILY.
G) SOIL PREVENTION TRACKING WILL BE INSTALLED AS PER THE SWPP AND/OR AS DIRECTED BY CITY INSPECTOR.

2. OFF SITE VEHICLE TRACKING
LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
EXCESS DIRT ON ROAD REMOVED DAILY
STABILIZED CONSTRUCTION ENTRANCE
WATER TRUCK SCHEDULING
STREET SEEPING (DAILY)

4. FERTILIZERS, PESTICIDES AND TREES:
NUTRIENT FILTERS WILL BE PROVIDED TO THE PLATERS PROTECT ALL TREES WITHIN PROJECT LIMITS THAT ARE TO REMAIN AS PER FDOT INDEX No. 544

5. TOXIC SUBSTANCE:
TOXIC SUNSTANCES WILL NOT BE STORED AT THE SITE.

6 NON-STORM WATER DISCHARGE (INCLUDED SPILL REPORTING)
NO NON STORM WATER DISCHARGES ARE ANTICIPATED AT THIS TIME. CONTAMINATED SOIL OR GROUNDWATER ENCOUNTERED SHALL BE REPORTED IMMEDIATELY TO THE CITY PERSONNEL IN ACORDANCE WITH PW BULLETIN No. 25. WHEN DEWATERING IS IMPLEMENTED THE WATER WILL BE DEPOSITED IN A CONTROL AREA ON-SITE TO PREVENT OFF-SITE DISCHARGE AT APPROVED BY PERMIT.

7. EROSION CONTRAOL DEVICES:
LOCATION AND TYPES OF ALL EROSION CONTROL DEVICES SHALL BE INSTALLED AS DIRECTED BY PLAN AND/OR BY THE CITY OF MIAMI. CONTRACTOR SHALL IMPLEMENT THE SWPP AS PER CONTRACT PLANS. HOWEVER IT MAY BE REVISED BASED ON ACTUAL FIELD CONDITIONS AT THE TIME WORK IS BEING PERFORMED. FIELD MODIFICATIONS WILL BE APPROVED BY THE CITY OF MIAMI.
MONITORING SHALL BE PERFORMED ON WEEKLY BASIS AND AFTER A 1/2" STORM EVENT WILL ROUTINE MAINTENANCE AND REPLACEMENT OF ANY DEVICES AS REQUIRED.
CONTAINMENT OF REMOVAL OF POLLUTANTS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE STATE AND CITY OF MIAMI REGULATIONS AND/OR FDOT STANDARD SPECIFICATIONS. THE RESPONSIBLE PEROSNS FOR MONITORING AND MAINTAINING THE EROSION CONTROL DEVICES SHALL BE
DISPOSED OF OFF - SITTE AT AN APPROPRIATE WASTE DISPOSAL FACILITY

3. MAINTENANCE

ALL MEASURES WILL MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF THE REPORT.
BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED I-3 OF THE HEIGHT OF THE FENCE.
PROTECT ALL INLETS SURROUNDING THE CONSTRUCTION SITE.
STREET SWEEPING AND DUST PREVENTION MUST BE IMPLEMENTED DAILY.

4. INSPECTION:

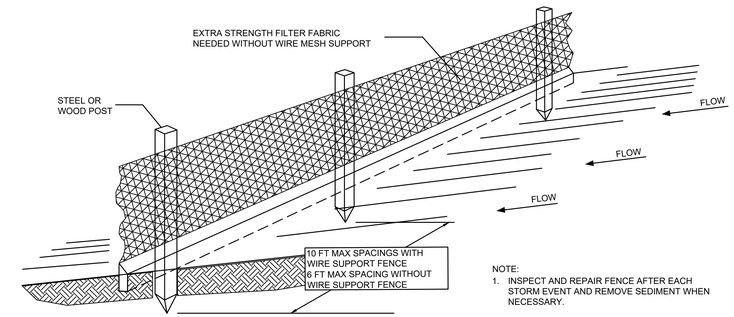
A) QUALIFIED PERSONNEL FROM THE CITY AND CONTRACTOR SHALL INSPECT THE FOLLOWING ITEMS DAILY THROUGHOUT THE CONSTRUCTION.

B) PREPARATION OF THE CONTRACTORS WEEKLY REPORT OF INSPECTION, MAINTENANCE AND REPAIRS FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED IN THE COST OF THE RESPECTIVE PAY ITEMS. WHERE SITES HAVE BEEN FINALLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED WEEKLY AND SHALL INCLUDE THE FOLLOWING;
DISTURBED ARES OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED
AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION
STRUCTURAL CONTROLS
STORM WATER MANAGEMENT SYTEMS
LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE
STREET SWEEPING AND DUST CONTROL

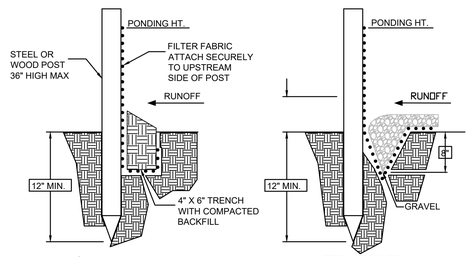
C) A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. IF REPAIR IS NECESSARY, IF WILL BE INITIATED WITHIN 24 HOURS OF THE REPORT.

D) REMOVE EXCESS DIRT FROM ALL ROADS ADJACENT TO PROJECT AREA ON A DAILY BASIS.

E) SEDIMENT FOUND IN RAINAGE INSPECTION WILL REQUIRE DRAINGE SYSTEM CLEANING BY CONTRACTOR.



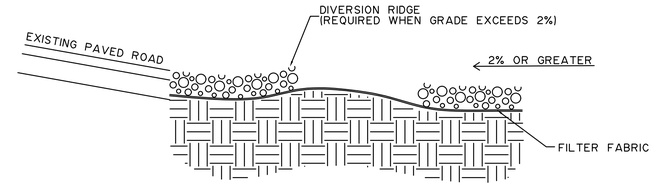
NOTE:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.



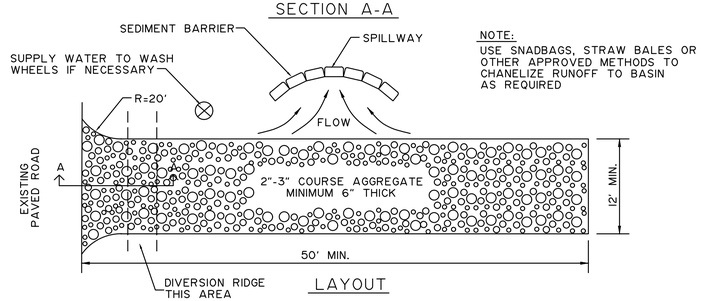
STANDARD DETAIL
N.T.S
TRENCH WITH NATIVE BACKFILL

ALTERNATE DETAIL
N.T.S
TRENCH WITH GRAVEL

SILT FENCE INSTALLATION
N.T.S



SECTION A-A

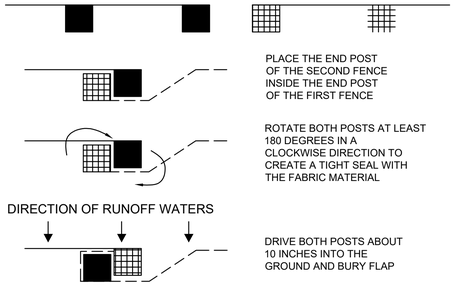


NOTE:
USE SNADBAGS, STRAW BALES OR OTHER APPROVED METHODS TO CHANELIZE RUNOFF TO BASIN AS REQUIRED

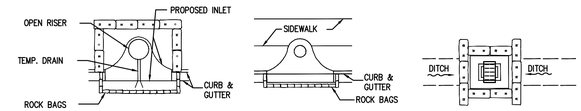
LAYOUT

NOTE:
1) THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THAIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2) WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3) WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

CONSTRUCTION AREA- WASHOUT AREA
N.T.S.



SILT FENCE ATTACHMENT DETAIL
N.T.S



PARTIAL INLET
COMPLETED INLET
DITCH BOTTOM INLET

PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

GERARDO ZAMORA LICENSE No. 44207 STATE OF FLORIDA PROFESSIONAL ENGINEER
2/6/2025

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GERARDO ZAMORA P.E.
CIVIL ENGINEER
P.E. No. 44207
E.B. 0006791
STATE OF FLORIDA

PROJECT No. 2025-14 DATE: 2/2/2025

ZAMORA & ASSOCIATES, INC.
ENGINEERING LAND PLANNING
6601 SOUTHWEST 80th STREET SUITE 109
SOUTH MAIMI, FLORIDA (305) 273-7801

BELLÓN architecture
12930 S.W. 128 STREET
SUITE 203
MIAMI, FLORIDA 33186
T. (305) 278-7776
AA-26002616
ARCHITECTURE
LAND PLANNING
INTERIORS
CONSTRUCTION MANAGEMENT
CONSULTANTS

MIAMI SPRINGS NURSING & REHAB CENTER
201 CURTISS PARKWAY
MIAMI SPRINGS, FLORIDA 33166

MARK	DATE	DESCRIPTION

PROJECT No.
DRAWN BY:
CHECKED BY:
DATE:

LEOPOLDO BELLON, AIA

SHEET TITLE

C-2

SHEET OF

PAVING, GRADING & DRAINAGE PLAN

Sunshine811

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

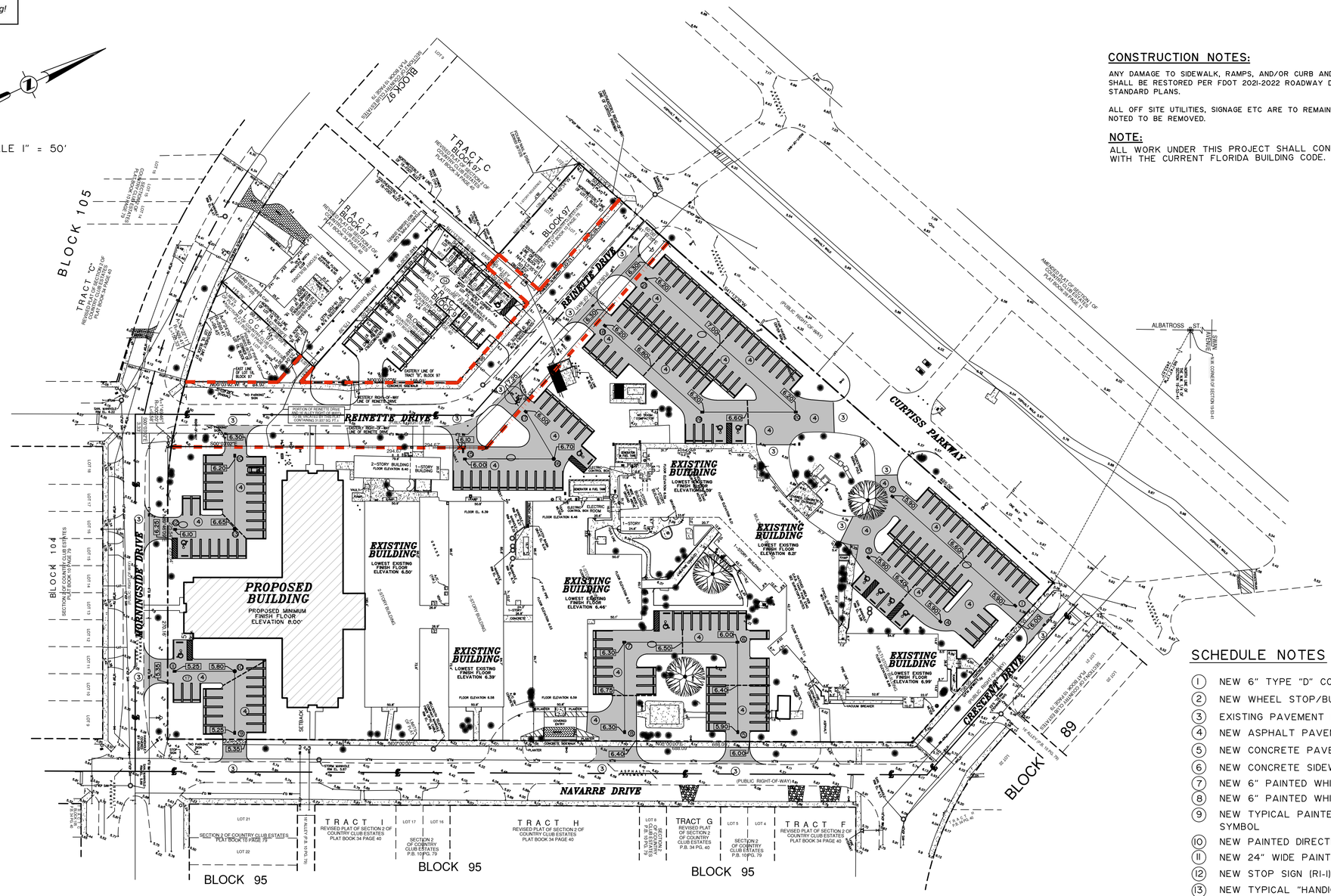
Check positive response codes before you dig!

NOTE:
ALL ELEVATIONS SHOWN ON PLAN ARE BASED ON NGVD (1929) DATUM AND AS SHOWN ON THE PLANS.

SCALE 1" = 50'

LEGEND

- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- -9.90 EXISTING ELEVATION
- 10.9 PROPOSED ELEVATION
- EXISTING ASPHALT
- PROPOSED NEW ASPHALT
- PROPOSED CONCRETE
- RUN OFF DIRECTION
- EXIST. TYPE "F" CURB & GUTTER
- PROP. TYPE "F" CURB & GUTTER
- (1) DRAINAGE STRUCTURE NUMBER



CONSTRUCTION NOTES:

ANY DAMAGE TO SIDEWALK, RAMPS, AND/OR CURB AND GUTTER SHALL BE RESTORED PER FDOT 2021-2022 ROADWAY DESIGN STANDARD PLANS.

ALL OFF SITE UTILITIES, SIGNAGE ETC ARE TO REMAIN UNLESS NOTED TO BE REMOVED.

NOTE:
ALL WORK UNDER THIS PROJECT SHALL CONFORM WITH THE CURRENT FLORIDA BUILDING CODE.

SCHEDULE NOTES

1. NEW 6" TYPE "D" CONCRETE CURB
2. NEW WHEEL STOP/BUMPER
3. EXISTING PAVEMENT LINE
4. NEW ASPHALT PAVEMENT
5. NEW CONCRETE PAVEMENT (BLACK)
6. NEW CONCRETE SIDEWALK (6" THICK)
7. NEW 6" PAINTED WHITE STRIPING (DOUBLE)
8. NEW 6" PAINTED WHITE STRIPING
9. NEW TYPICAL PAINTED "WHITE" HANDICAP SYMBOL
10. NEW PAINTED DIRECTIONAL ARROW
11. NEW 24" WIDE PAINTED WHITE STOP BAR
12. NEW STOP SIGN (R1-1)
13. NEW TYPICAL "HANDICAP" SIGN
14. NEW HANDICAP RAMP (1:12 MAX SLOPE)
15. NEW CONCRETE BOLLARD
16. NEW LIGHT POLES
17. NEW 24" WHITE STRIPING (6' O.C.)
18. NEW 12" WHITE STRIPING
19. NEW "DO NOT ENTER" SIGN
20. NEW "PEDESTRIAN CROSSING" SIGN

NOTE TO CONTRACTOR

CONTRACTOR SHALL FAMILIARIZE THEMSELF WITH THE SOILS REPORT PREPARED UNIVERSAL SOILS AND SHALL IMPLEMENT ALL RECOMMENDATIONS IDENTIFIED. CONTRACTOR TO NOTIFY ENGINEER IF THERE IS A DISCREPANCY BETWEEN THE PLANS AND THE REPORT.

GERARDO ZAMORA LICENSE No. 44207 STATE OF FLORIDA PROFESSIONAL ENGINEER

2/6/2025

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CONSULTANTS

MIAMI SPRINGS NURSING & REHAB CENTER
201 CURTISS PARKWAY
MIAMI SPRINGS, FLORIDA 33166

MARK	DATE	DESCRIPTION

PROJECT No. 2025-14
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CHECKED BY:
DATE:

LEOPOLDO BELLON, AIA

SHEET TITLE

C-3

SHEET OF

PAVEMENT MARKING & SIGNAGE PLAN

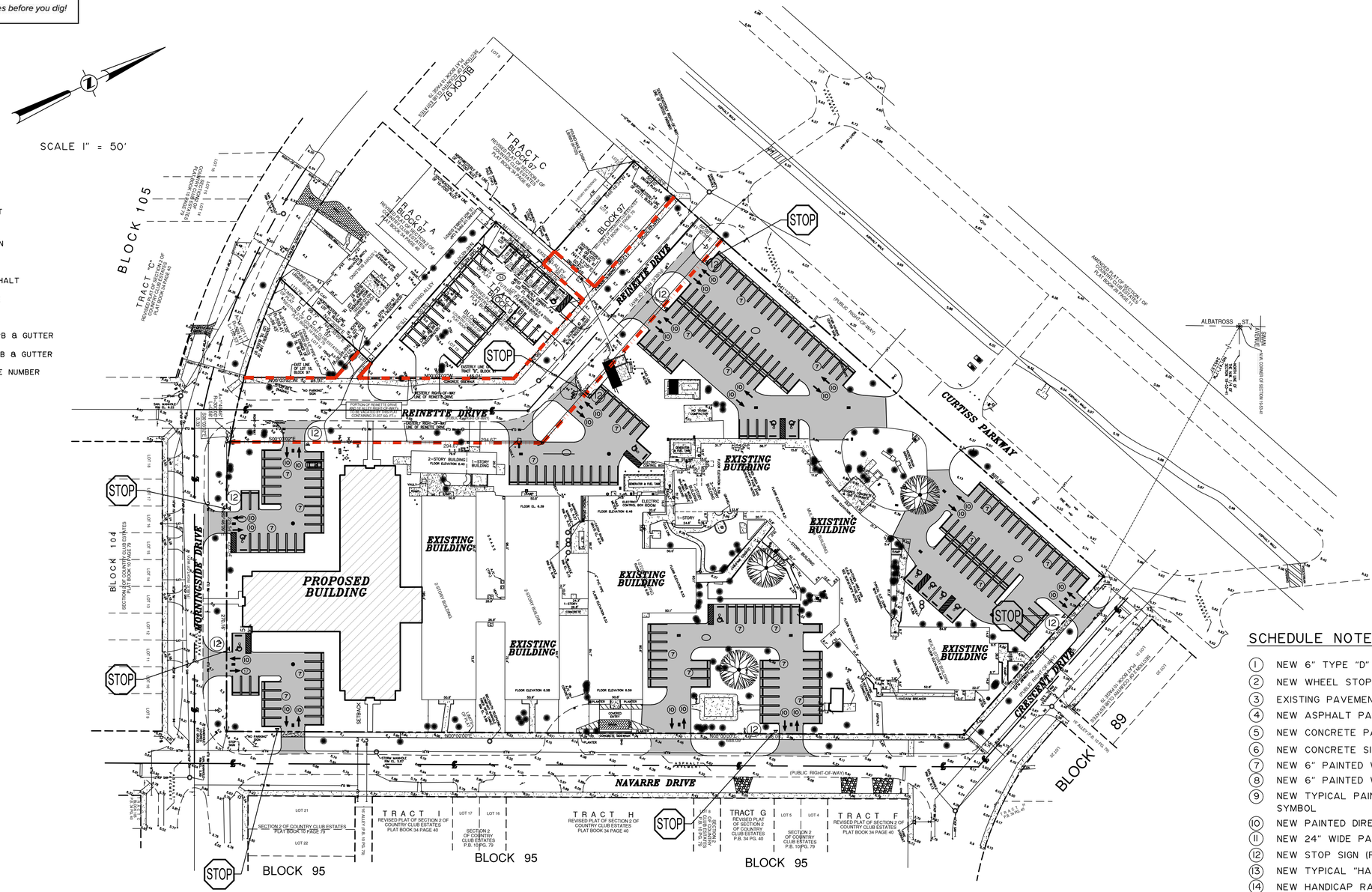
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LEOPOLDO BELLON, AIA

SHEET TITLE

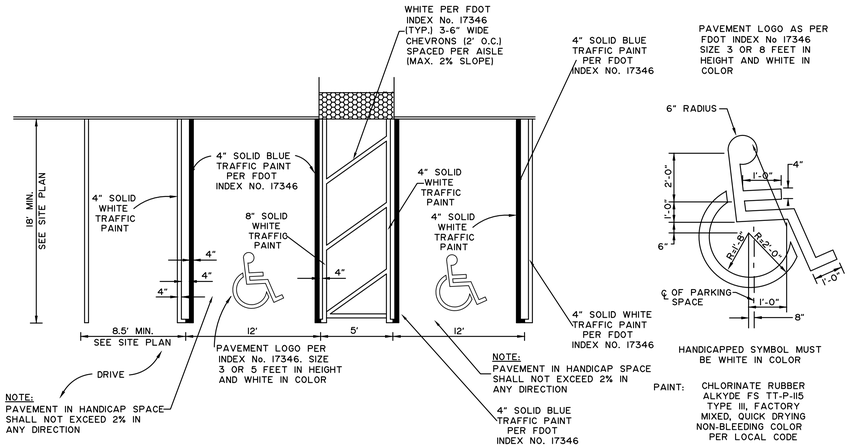
C-4

SHEET OF

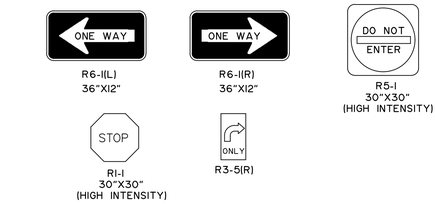
PAVING & DRAINAGE DETAILS PLAN

GENERAL NOTES:

1. All materials and labor under the project shall conform to Miami-Dade County Public Works Department, Florida Department of Transportation (FDOT) and Miami-Dade County DERM Standards and Specifications.
2. For site dimensions and geometry see Boundary & Site Plan.
3. Elevations shown are based on N.G.V. Datum and as shown on Survey.
4. Underground utility information is taken from the best available sources, but should be verified by contractor in the field with the appropriate utility agency prior to commencement of any work. Existing utility lines other than those indicated in this drawing may be on site. The contractor is warned to proceed with caution with all work. He is to make all possible investigation as to possible unmarked utility lines.
5. Contractor shall adjust any utility lids and/or covers in project area to the finished grade.
6. Any apparent discrepancies in the plans and field condition shall be brought to the attention of the Engineer before proceeding with the
7. Contractor shall notify the Owner's representative and Engineer if soil condition encountered is unsuitable for construction. Furthermore all existing organic materials shall be removed from beneath areas of new asphalt or concrete pavement and from proposed building locations. The full depth of all existing organic and deleterious material within the right of way and utility/drainage easements shall be removed. No material of FDOT Class A-5, A-7 or A-8 shall be allowed.
8. The Contractor shall restore all areas disturbed by this construction to a condition equal to, or better than, that now existing.
9. Typical Pavement Section:
   1.5" Type S-III Asphaltic Concrete surface course 6" Limerock base (Minimum LBR 100), compact to 98% of maximum density as determined by AASHTO T-180 and 6" concrete slab on well compacted subgrade compact to 98% of maximum density as determined by AASHTO T-180.
10. Fill shall be placed in 12" layers loose thickness, measured and compacted to 95% of maximum density as determined by AASHTO T-180. Fill shall be locally acceptable and suitable for fill purposes. The top 12" of fill or cut (Minimum LBR 40) under pavement base shall be compacted to 98% of maximum density as determined by AASHTO T-180.
11. All seepage structures shall be French Drain with 15" perforated HDPE (S.D. 1.1) shall be used. Bottom of trench to be elevation 15 feet deep and trench width to be 4'. Provide masonry plug at end of French Drain invert of pipe to be at elevation 4.20.
12. The property is located in flood zone X , Elevation - feet, as per current Map No. 12186 C 0442 L dated September 11, 2009.
13. Water level elevation as determined by Miami-Dade County DERM W.C. 2.2A is at Elevation 4.20 Feet.
14. Backround information obtained from Boundary Survey prepared by ECS Professional Land Surveyors Inc. Dated January 8, 2023.
15. All signage and markings shall conform to the requirements of Miami-Dade County, Florida.
16. This site lies in Section 36, Township 54 S, Range 40 East in Miami-Dade County.
17. All repairs to the existing pavement shall receive saw-cut edges prior to relaying asphalt. Utility piping or wiring less than four (4) inches in diameter requires a Schedule 40 PVC casing pipe with sand backfills under paved areas only.
18. Prime coat shall be applied at a rate of 0.25 gallons per square yard. Prime and tack coat for base shall conform to the requirements and specifications of sections 300-1 through 300-7 of FDOT standards specifications.
19. Base and subgrade density tests shall be conducted for a maximum 7000 square feet of finished pavement.
20. Proctors shall be performed on all material, subgrade and base and any subsequent changes in materials. Limerock bearing ratios, sieve analysis and densities required by contract documents shall be submitted to the City.
21. Minimum longitudinal slope of pavement shall be 0.3%.
22. Minimum transverse slope of the pavement shall be one percent for parking areas.
23. The property parcel I.D. number is 30-4936-007-0030, Miami-Dade County, Florida

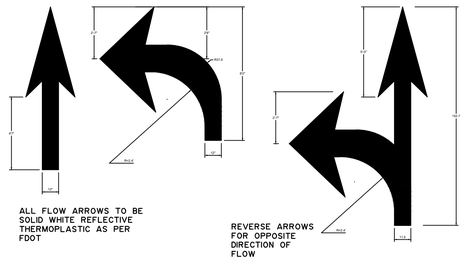


8 9 TYPICAL PARKING SPACES MARKINGS

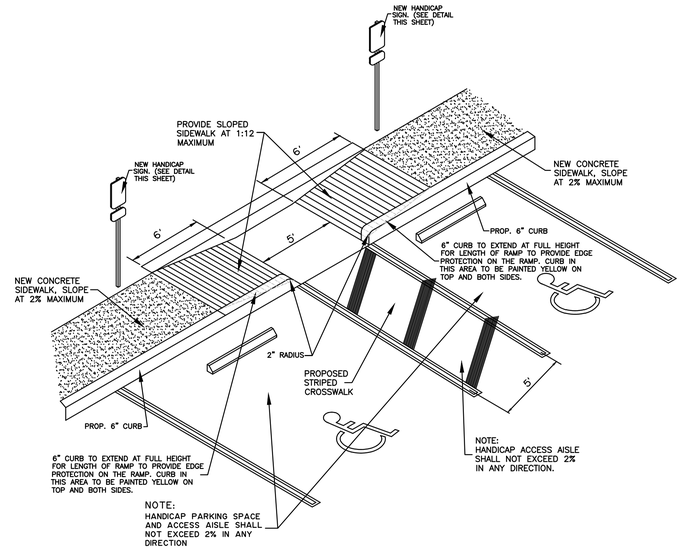


12 TRAFFIC SIGNS

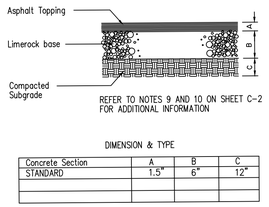
SIGNS ARE TO BE MOUNTED ON FLANGED POST



10 DIRECTIONAL ARROWS



HANDICAP RAMP

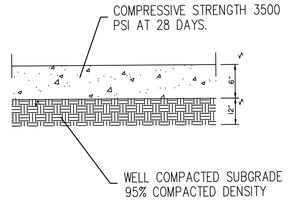


REFER TO NOTES 9 AND 10 ON SHEET C-2 FOR ADDITIONAL INFORMATION

DIMENSION & TYPE

Concrete Section	A	B	C
STANDARD	1.5"	6"	12"

ASPHALT PAVEMENT DETAIL



CONCRETE PAVEMENT DETAIL

GERARDO ZAMORA LICENSE No. 44207 STATE OF FLORIDA PROFESSIONAL ENGINEER

2/6/2025

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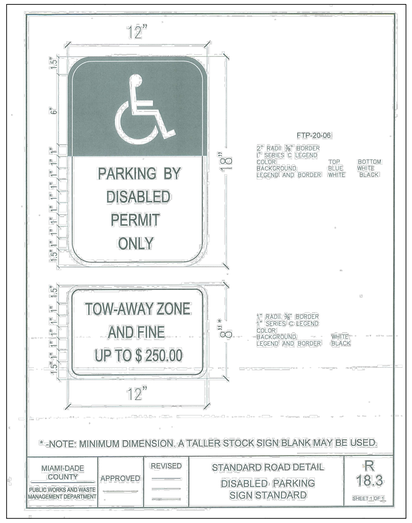
LEOPOLDO BELLON, AIA

SHEET TITLE

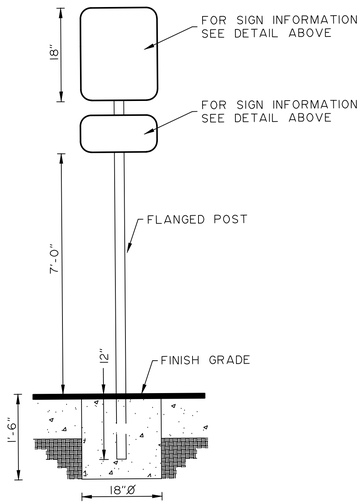
C-5

SHEET OF

PAVING & DRAINAGE DETAILS PLAN

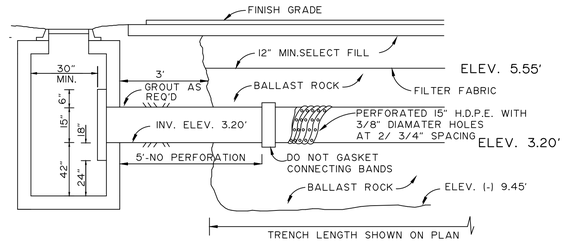


13 HANDICAPPED SIGN DETAIL



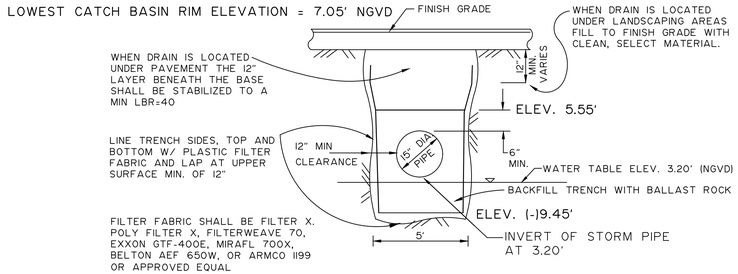
13 HANDICAPPED SIGN DETAIL

LOWEST CATCH BASIN RIM ELEVATION = 7.05' NGVD



SEE ADDITIONAL CROSS SECTION BELOW

LOWEST CATCH BASIN RIM ELEVATION = 7.05' NGVD

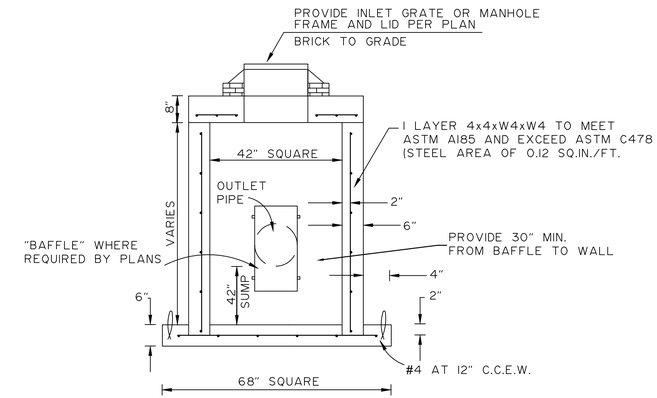


EXFILTRATION TRENCH

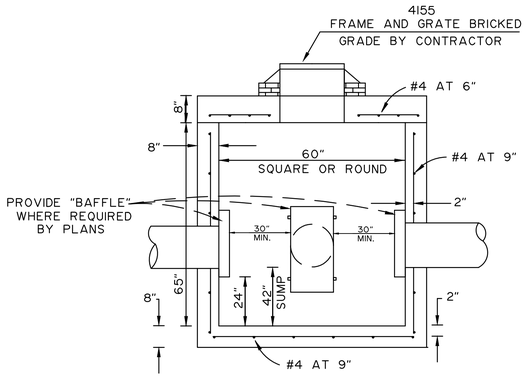
NOTES:

1. THE BOTTOM OF THE EXFILTRATION TRENCH SHALL BE AT LEAST 15 FEET DEEP UNLESS FIELD CONDITIONS WARRANT OTHERWISE.
2. AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION, IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER IN ORDER TO ALLOW FOR ININTIAL SETTLEMENT THAT MAY OCCUR. IF IT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE BALLAST ROCK TO THE PROPER ELEVATION, SO THAT THE EXFILTRATION TRENCH WILL BE COMPLETED IN ACCORDANCE WITH THE DETAILS.

EXFILTRATION TRENCH

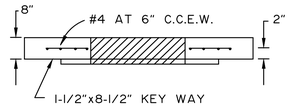


42" STRUCTURE



BOTTOM SLAB AND WALL POURED MONOLITHIC

60" STRUCTURE



4000 PSI CONCRETE @ 28 DAYS
TYPE II CEMENT

TOP SLAB

STRUCTURE TABLE

NO.	TYPE	RIM ELEV.	BOTTOM ELEV.	INVERT ELEV.	BAFFLES (1/2 OF 18" PIPE) No.	BAFFLES (1/2 OF 18" PIPE) LOCATION
1	60" INLET	7.15'	(-) 0.30	(+) 3.20	2	N & E
2	60" INLET	7.05'	(-) 0.30	(+) 3.20	2	N & S
3	60" INLET	7.05'	(-) 0.30	(+) 3.20	3	N, S & E
4	60" INLET	7.05'	(-) 0.30	(+) 3.20	2	N & S
5	60" INLET	7.05'	(-) 0.30	(+) 4.00 (+) 3.20	1 1	NORTH SOUTH
6	60" INLET	7.15'	(-) 0.30	(+) 3.20	2	N & S
7	60" INLET	7.05'	(-) 0.30	(+) 3.20	2	N & S
8	72" INLET	7.05'	(-) 0.30	(+) 3.20	4	N,S,E & W
9	60" INLET	7.05'	(-) 0.30	(+) 3.20	2	N & S
10	60" INLET	7.15'	(-) 0.30	(+) 3.20	3	N,E & W
11	60" INLET	7.15'	(-) 0.50	(+) 3.20	2	N & W
12	60" INLET	7.05'	(-) 0.30	(+) 3.20	2	N & S
13	60" INLET	7.05'	(-) 0.30	(+) 3.20	3	N, S & W
14	60" INLET	7.05'	(-) 0.30	(+) 3.20	2	N & S
15	60" INLET	7.05'	(-) 0.30	(+) 4.00 (+) 3.20	1 1	NORTH SOUTH
~~16~~	~~42" INLET~~	~~7.50'~~	~~(+) 1.20~~	~~(+) 3.20~~	~~0~~	
17	42" INLET	7.50'	(+) 1.20	(+) 3.20	0	- - -
~~18~~	~~42" INLET~~	~~7.50'~~	~~(+) 1.20~~	~~(+) 3.20~~	~~0~~	
19	60" INLET	8.10'	(-) 0.30	(+) 3.20	2	N & S *
20	60" INLET	8.10'	(-) 0.30	(+) 3.20	2	N & S *

* DENOTES BAFFLE TO BE INVERTED, TOP OF BAFFLE TO BE AT ELEVATION 6.65'

GERARDO ZAMORA LICENSE No. 44207 STATE OF FLORIDA PROFESSIONAL ENGINEER

2/6/2025

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GERARDO ZAMORA P.E.
CIVIL ENGINEER
P.E. No. 44207
E.B. 0006791
STATE OF FLORIDA

PROJECT No. 2025-14 DATE: 2/2/2025

ZAMORA & ASSOCIATES, INC.
ENGINEERING LAND PLANNING
6601 SOUTHWEST 80th STREET SUITE 109
SOUTH MAIMI, FLORIDA (305) 273-7801

BELLÓN architecture
12930 S.W. 128 STREET
SUITE 203
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AA-26002616
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LAND PLANNING
INTERIORS
CONSTRUCTION MANAGEMENT
CONSULTANTS

MIAMI SPRINGS NURSING & REHAB CENTER
201 CURTISS PARKWAY
MIAMI SPRINGS, FLORIDA 33166

MARK	DATE	DESCRIPTION

PROJECT No. BELLO
DRAWN BY:
CHECKED BY:
DATE:

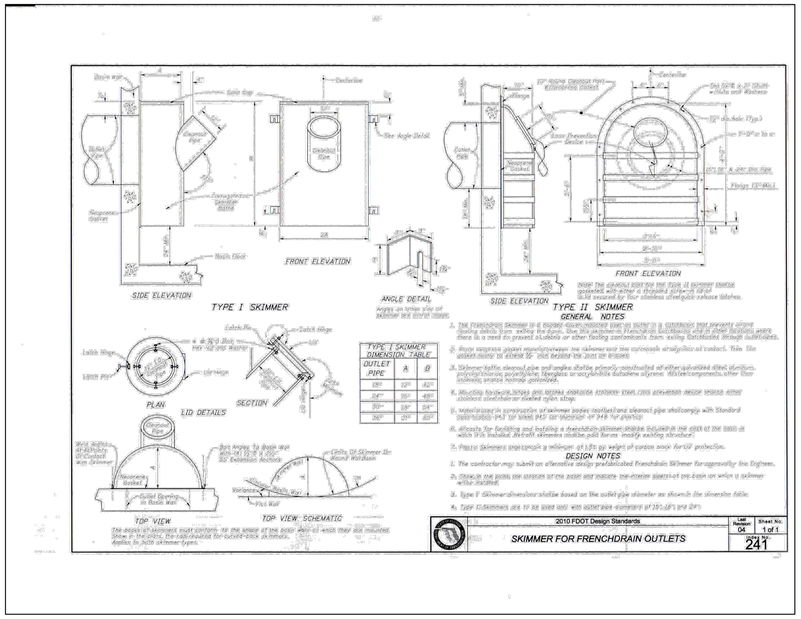
LEOPOLDO BELLON, AIA

SHEET TITLE

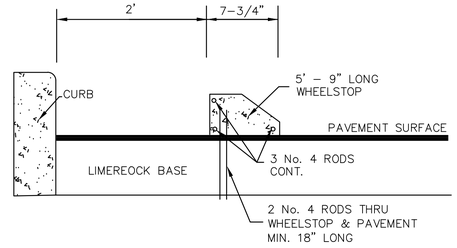
C-6

SHEET OF

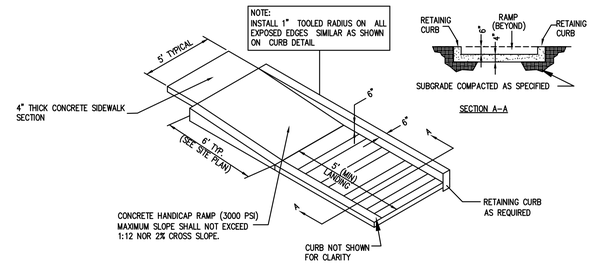
PAVING & DRAINAGE DETAILS PLAN



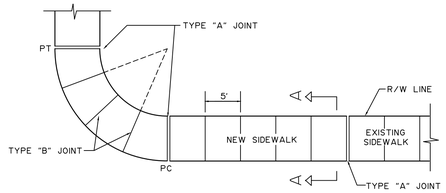
BAFFLE DETAIL



WHEEL STOP DETAIL



14 HANDICAP RAMP



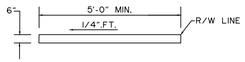
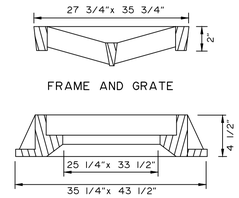


TABLE OF SIDEWALK THICKNESS - "T"	
LOCATION	"T"
RESEDENTIAL AREAS	4"
AT DRIVEWAYS AND OTHER AREAS	6"

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"A"	P.C. AND P.T. CURVES JUNCTION OF EXISTING AND NEW SIDEWALKS
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS
"C"	× WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES

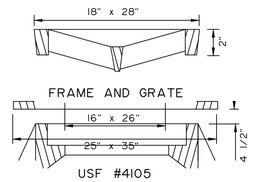
× = AT THE DISCRETION OF THE ENGINEER

SIDEWALK CONSTRUCTION



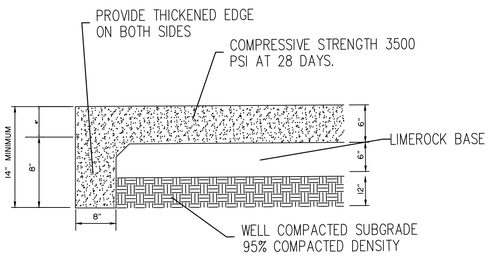
USF #4155
FRAME AND GRATE

TO BE INSTALLED ON 60" STRUCTURE



USF #4105
FRAME AND GRATE

TO BE INSTALLED ON 42" STRUCTURE



CONCRETE PAVEMENT DETAIL

GERARDO ZAMORA LICENSE No. 44207 STATE OF FLORIDA PROFESSIONAL ENGINEER

2/6/2025

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E.B. 0006791
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PROJECT No. 2025-14 DATE: 2/2/2025

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6601 SOUTHWEST 80th STREET SUITE 109
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MIAMI SPRINGS, FLORIDA 33166

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DATE:

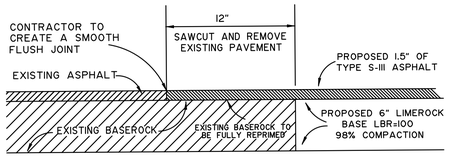
LEOPOLDO BELLON, AIA

SHEET TITLE

C-7

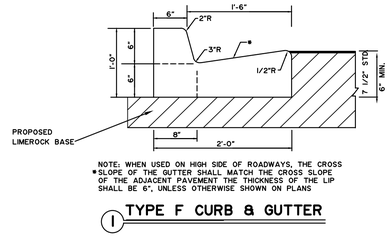
SHEET OF

PAVING & DRAINAGE DETAILS PLAN



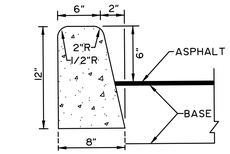
DETAIL FOR MATCHING EXISTING PAVEMENT

(BUTT JOINT)
N.T.S.

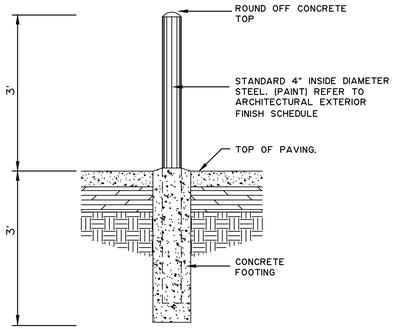


NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS

1 TYPE F CURB & GUTTER



1 CURB DETAIL



BOLLARD DETAIL

GERARDO ZAMORA LICENSE No. 44207 STATE OF FLORIDA PROFESSIONAL ENGINEER

2/6/2025

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ZAMORA & ASSOCIATES, INC.
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6601 SOUTHWEST 80th STREET SUITE 109
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INTERIORS
CONSTRUCTION MANAGEMENT
CONSULTANTS

MIAMI SPRINGS NURSING & REHAB CENTER
201 CURTISS PARKWAY
MIAMI SPRINGS, FLORIDA 33166

MARK	DATE	DESCRIPTION

PROJECT No. 2025.10
DRAWN BY:
CHECKED BY:
DATE:

LEOPOLDO BELLON, AIA

SHEET TITLE

C-8

SHEET OF

Sunshine811

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

MIAMI SPRINGS NURSING & REHAB CENTER

AGREEMENT ID No.

201 CURTISS PARKWAY

MIAMI SPRINGS, FLORIDA 33166

LEGAL DESCRIPTION:

Lot 1, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

AND

Lot 2, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

AND

Tract B, Block 97, REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 34, at Page 40, of the Public Records of Miami-Dade County, Florida, being identical with Lots 19 and 20, Block 97, Section 2 of Country Club Estates, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

AND

All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami-Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69-429, and North 10 feet of Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

AND

South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87-120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

AND

Lot 18, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida and;

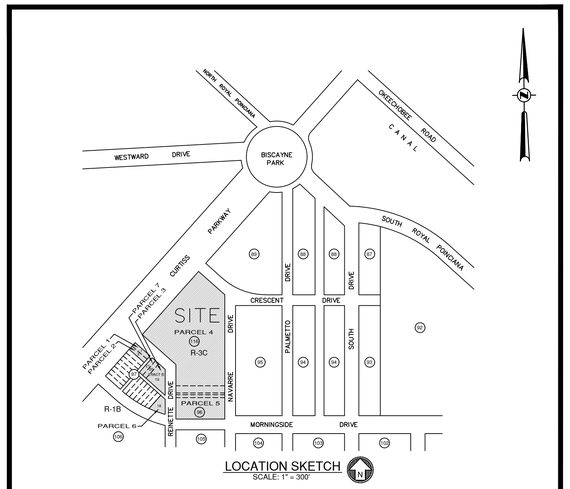
AND

Lot 21, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida.

AN EXPRESS PURPOSE OF THIS PLAT IS TO CLOSE, VACATE, ABANDON, AND DISCONTINUE FROM PUBLIC USE THAT PORTION OF REINETTE DRIVE, CONTAINED WITHIN THIS PLAT:

That portion of the 60 foot Right-of-Way of Reinette Drive and also portions of the 16 foot alleys adjacent to Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the plat thereof as recorded in Plat Book 10 at Page 79, and Block 97 of the REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES of Plat Book 34, Page 40 both of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the most Northerly corner of Lot 1, of said Block 97 of SECTION 2 OF COUNTRY CLUB ESTATES; thence N41°13'35"E along the Northeasterly extension of the Northwesterly line of said Lot 1 also being the Southeasterly Right-of-Way line of Curtiss Parkway also known as "The Parkway" on said plat of SECTION 2 OF COUNTRY CLUB ESTATES for 60.00 feet to the most Westerly corner of Block 116 of said plat of SECTION 2 OF COUNTRY CLUB ESTATES; the following two (2) courses being along the Northeasterly and Easterly Right-of-Way line of said Reinette Drive; (1) thence S48°48'30"E along the Southwesterly line of said Block 116 for 253.56 feet; (2) thence S00°03'02"E along the West line of said Block 116 and its Southerly extension thereof and also the West Line of Block 96 of said plat of SECTION 2 OF COUNTRY CLUB ESTATES for 291.34 feet to a point on a circular curve whose radius point bears N08°19'10"E; thence Northwesterly along said radius curve, leading to the right, having for its elements a central angle of 1°49'46", radius of 300.00 feet for an arc distance of 9.58 feet to a point of compound curvature; thence continue Northwesterly along a 599.41 foot radius curve, leading to the right, being the Southeasterly extension of the Southerly line of Lot 18 of said Block 97, through a central angle of 4°57'33" for an arc distance of 51.88 feet to the Southeast corner of said Lot 18; thence N00°03'02"W along the East line of said Lot 18, also being the Westerly Right-of-Way line of Reinette Drive for 84.97 feet to the Northeast corner of said Lot 18; thence N48°48'30"W along the Northeasterly line of said Lot 18, also being Southwesterly Right-of-Way line of said 16.00 foot alley for 33.04 feet to the most Northerly corner of said Lot 18; thence N42°38'09"E along the Northeasterly extension of the Northwesterly line of said Lot 18 for 16.00 feet; thence S48°48'30"E along the Southwesterly line of Tract "B", Block 97 of said REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES, also being the Northeasterly Right-of-Way of said 16.00 foot alley for 18.61 feet to the most Southerly corner of said Tract "B"; thence N00°03'02"W along the Easterly line of said Tract "B" and Westerly Right-of-Way line of said Reinette Drive for 145.01 Feet to the most Easterly Northeast corner of said Tract "B"; thence N48°48'30"W along the Southwesterly Right-of-Way line of said Reinette Drive, also being the Northeasterly line of said Tract "B" and Lot 21 of said Block 97, Plat Book 10, Page 79 for 98.34 feet to the most Northerly corner of said Lot 21; thence S41°13'35"W along the Northwesterly line of said Lot 21, also being the Southeasterly line of said 16.00 foot alley for 50.02 feet; thence N48°48'34"W along the Southeasterly extension of the Southwesterly line of Lot 2, Block 97 of said Plat Book 10, Page 79 for 16.00 feet to the most Southerly corner of said Lot 2; thence N41°13'35"E along the Southeasterly line of said Lots 1 and 2, Block 97, also being the Northwesterly Right-of-Way line of said 16.00 foot alley for 50.02 feet to the most Easterly corner of said Lot 1, Block 97; thence N48°48'30"W along the Northeasterly line of said Lot 1, Block 97, also being said Southwesterly Right-of-Way line of Reinette Drive for 112.00 feet to the POINT OF BEGINNING.



LOCATION SKETCH
SCALE: 1" = 300'

LOCATION SKETCH
SCALE: 1" = 300'

INDEX OF CIVIL DRAWINGS

WS-1	COVER SHEET
WS-2	WATER & SEWER NOTES PLAN
WS-3	WATER MAIN EXTENSION & SEWER SERVICE PLAN

(NOT PART OF M-DWASD NOTES NOR APPROVAL)

RER-DERM WATER-SEWER GENERAL NOTES

1. A horizontal distance of at least 6 feet, and preferably 10 feet (outside to outside), shall be maintained between gravity or pressure sewer pipes and water pipes. The minimum horizontal separation can be reduced to 3 feet for vacuum-type sewers or for gravity sewers where the top of the sewer pipe is at least 6 inches below the bottom of the water pipe. When the above specified horizontal distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.
   c) The top of the sewer is at 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 vacuum-type sewers or for gravity sewers where the sewer pipe is below the water main. The crossing shall be arranged so that all water main joints are at least 6 feet from all joints in gravity and pressure sewer pipes. This distance can be reduced to 3 feet for vacuum-type sewers. When the above specified vertical distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.
3. Air release valves shall be provided at high points of new force main sanitary sewers.
4. Gravity sanitary sewers constructed within a public wellfield protection area shall be C-900 PVC or Ductile Iron Pipe. The maximum allowable exfiltration rate of gravity sanitary sewers constructed in a public wellfield protection area shall be:
   a) Residential Land Uses. Fifty (50) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   b) Non-Residential Land Uses. Twenty (20) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.
5. The maximum allowable exfiltration rate of gravity sanitary sewers constructed outside a public wellfield protection area shall be one hundred (100) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe. Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.
6. Forcemain sanitary sewers constructed within a public wellfield protection area shall be ductile iron, C-900 PVC, HDPE or reinforced concrete pressure sewer pipes.
7. The maximum allowable exfiltration/leakage rate of forcemain sanitary sewers shall be:
   a) Ductile Iron, C-900 PVC, HDPE and PVC Pipe. The allowable leakage rate specified in American Water Works Association Standard (AWWAS) C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   b) Reinforced Concrete Pressure Pipe. Half (1/2) the allowable leakage rate specified in AWWA C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.
8. The contractor shall verify nature, depth, and character of existing underground utilities prior to start of construction.
9. In no case shall a contractor install utility pipes, conduits, cables, etc. in the same trench above an existing water or sewer pipe except where they cross.
10. If any area of the work site is found to contain buried solid waste and/or ground or ground water contamination, the following shall apply:
    a) All work in the area shall follow all applicable safety requirements (e.g., OSHA, etc.) and notification must be provided to the appropriate agencies.
    b) Immediately notify the Environmental Monitoring and Restoration Division (EMRD). The EMRD can be contacted at (305) 372-6700.
    c) If contaminated soils and/or buried solid waste material is excavated during construction, then they require proper handling and disposal in accordance with the local, state and federal regulations. Be advised that the landfill owner/operator is the final authority on disposal and may have requirements beyond those provided by herein. If disposal within a Miami-Dade County owned landfill (Class I landfill) is appropriate and selected, please contact the Miami-Dade County Department of Solid Waste Management at (305) 594-6666 for information.
    d) The reuse of contaminated soils that are not returned to the original excavation requires prior approval of a Soil Management Plan from the Environmental Monitoring and Restoration Division. The EMRD can be contacted at (305) 372-6700.
11. Pumps must comply with the National Electrical Code (NEC) requirements for Class I, Group D, Division 1 locations (Explosion Proof).
12. The contractor is advised that a Tree Removal/Relocation Permit may be required prior to the removal and/or relocation of tree resources. Prior to removing or relocating any trees, the Contractor shall notify the Tree and Forest Resources Section of DERM at (305) 372-6574 or via e-mail at: tfrs@miamidade.gov, or contact the municipality with tree ordinance jurisdiction to obtain any required permits. Those trees not interfering with the construction shall be protected in place in accordance with the provisions of Section 24-49.5 of the Miami-Dade Code.
13. Please note that the demolition, removal, and/or disturbance of existing underground utilities that contain asbestos- cement pipes (ACP) are subject to the provisions of 40 CFR-61 Subpart M. Therefore, pursuant to the provisions of 40 CFR-61-145, a NOTICE OF DEMOLITION OR ASBESTOS RENOVATION form must be filed with the Air Quality Management Division (AQMD) of DERM, at least ten (10) working days prior to starting of any work. Note that the backfilling and burial of crushed ACP would cause these locations to be considered active disposal sites and subject to 40 CFR-61.154, and 40 CFR-61.151 a year after project completion. Existing standard operating procedures, as well as applicable federal, state and local regulatory criteria, must be followed and implemented to minimize any potential release of fugitive emissions, especially during project construction activities. The AQMD can be contacted via email at asbestos@miamidade.gov or 305-372-6925.

Rev. 4/30/2018

p:\pollution regulation\delegated cen permitting\new-core_extension\sewer extension\forms and package\se application package\se permit package\package march-2017\rer-derm-notes official last one-revised2018-0429.doc

1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.
2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 4'-0" MIN.
3. ALL MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.
4. ALL FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AND CHECK VALVE AT THE POINT OF ENTRY.
5. ALL GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.
6. ALL WATER METERS WILL BE INSTALLED BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT, PROVIDING THE APPROPRIATE CHARGES HAVE BEEN PREPAID.
7. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY MIAMI-DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.
8. CONTRACTOR MUST CALL MDWASD INSPECTION DIVISION TO ARRANGE FOR A PRECONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.
9. CONTRACT INSPECTOR WILL INSPECT ANY FACILITIES APPROVED BY THE DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.
10. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT:
    a. EASEMENTS, IF REQUIRED
    b. CONTRACTOR'S WAIVER AND RELEASE OF LIEN
    c. ABSOLUTE BILL OF SALE
    d. i. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT)
       ii DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
    e. "RECORD DRAWING" PRINTS (24"x 36") SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF ALL WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED SURVEYOR & MAPPER, ALONG WITH PRINTS OF "RECORD DRAWINGS" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR & MAPPER. (No. OF PRINTS: 3--FOR WATER, 4--FOR GRAVITY SEWER AND 5--FOR FORCE MAIN OR PUMP STATION PROJECTS). Submittal of final CAD Files required.
    f. H.R.S. LETTER OF RELEASE REQUIRED FOR ALL WATER PROJECTS
    g. BILL OF SALE SKETCH (8½" x 11") FOR WATER AND SEWER, SEPARATELY
11. ALL NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.
12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWASD FOR ALL NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.
13. UNLESS OTHERWISE SPECIFIED, ALL TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS WILL BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.

ITEM	CROSS REF.	SPEC. REF.

ISSUE DATE	APPROVED BY
03/01/2010	V.F.C.
07/20/2016	D.V.

MIAMI-DADE COUNTY — Delivering Excellence Every Day — WATER & SEWER DEPARTMENT

STANDARD DETAIL
STANDARD REQUIREMENTS WATER AND SEWER CONSTRUCTION

GS 0.5 SHEET 1 OF 2

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:
   a. RECORD DRAWING PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER (QTY. OF PRINTS AS REQUIRED BY THE DEPARTMENT).
2. "RECORD DRAWING" FORMAT:
   a. 24"x 36" PRINTS
   b. PDF FILE
   c. CADD FILE (DWG OR DXF) ROTATED AND TRANSLATED TO STATE PLANE COORDINATES NAD 83 FLORIDA EAST ZONE
   d. THE WORDS "RECORD DRAWING" IN LARGE LETTERS
   e. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION
   f. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY*
   g. STREET NOMENCLATURE
   h. SEPARATE RECORD DRAWINGS FOR WATER AND SEWER
   i. SEPARATE WATER AND SEWER PROFILE
   j. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E. ℄, ℇ, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN
   k. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT
   l. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC.)
   m. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY RECORD DRAWING INFORMATION REFLECTED IN DRAWINGS
3. WATER "RECORD DRAWINGS" MUST INCLUDE:
   a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS, VALVES, FITTINGS, IF ANY, ALL IN STATE PLANE COORDINATES. UTILITY CROSSINGS SHALL BE CLEARLY IDENTIFIED AND LOCATED.
   b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.
4. SEWER "RECORD DRAWINGS" MUST INCLUDE:
   a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, SLOPE OF GRAVITY SEWER, LOCATION OF LATERALS WITH REFERENCE TO MANHOLE AND CLEANOUTS.
   b. THE NORTHERLY AND EASTERLY COORDINATES ON ALL FIELD OBTAINED MEASUREMENTS AND PROVIDED ON ALL RECORD DRAWING SUBMITTALS
   c. PROFILE SHOWING MANHOLE NUMBER (AS PER PLAN), RIM AND INVERT ELEVATIONS OF MORE THAN ONE INVERT, LABEL NORTH, SOUTH, ETC.), AND STATION STARTING AT 0+00 AT DOWNSTREAM MANHOLE.
5. FORCE MAIN "RECORD DRAWING" SAME AS WATER MAIN.
6. EACH RECORD DRAWING SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPARTMENT PRIOR TO PREPARATION OF DRAWINGS.

ITEM	CROSS REF.	SPEC. REF.

ISSUE DATE	APPROVED BY
03/11/2009	V.F.C.
07/20/2016	D.V.

MIAMI-DADE COUNTY — Delivering Excellence Every Day — WATER & SEWER DEPARTMENT

STANDARD DETAIL
"RECORD DRAWING" REQUIREMENTS

GS 0.5 SHEET 2 OF 2

GERADO ZAMORA LICENSE No. 44207 STATE OF FLORIDA PROFESSIONAL ENGINEER

2/9/2025

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GERARDO ZAMORA JR P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

GERARDO ZAMORA P.E.
CIVIL ENGINEER
P.E. No. 44207
E.B. 0006791
STATE OF FLORIDA

PROJECT No. 2023-12 DATE: 1/18/2023

ZAMORA & ASSOCIATES, INC.
ENGINEERING LAND PLANNING
6601 SOUTHWEST 80th STREET SUITE 109
SOUTH MAIMI, FLORIDA (305) 273-7801

BELLÓN architecture

12930 S.W. 128 STREET
SUITE 203
MIAMI, FLORIDA 33186

T. (305) 278-7776

AA-26002616

ARCHITECTURE
LAND PLANNING
INTERIORS
CONSTRUCTION MANAGEMENT

CONSULTANTS

MIAMI SPRINGS NURSING & REHAB CENTER
201 CURTISS PARKWAY
MIAMI SPRINGS, FLORIDA 33166

MARK	DATE	DESCRIPTION

PROJECT No.
DRAWN BY:
CHECKED BY:
DATE:

LEOPOLDO BELLON, AIA

SHEET TITLE

WS-1

SHEET OF

WATER & SEWER NOTES PLAN

LEGEND

- EXISTING PAVEMENT LINE
- PROPOSED PAVEMENT LINE
- 9.10 EXISTING ELEVATION
- 10.9 PROPOSED ELEVATION
- PROPOSED CONCRETE
- PROPOSED ASPHALT PAVEMENT
- RUN OFF DIRECTION
- EXIST. TYPE "F" CURB & GUTTER
- PROP. TYPE "F" CURB & GUTTER
- (1) DRAINAGE STRUCTURE NUMBER
- DENOTES EXITING WATER OR SEWER MAIN
- DENOTES PROPOSED WATER OR SEWER MAIN
- P/L DENOTES PROPERTY LINE
- ℄ DENOTES CENTER LINE OR BASE LINE
- R/W DENOTES RIGHT OF WAY LINE
- DENOTES PROPOSED BACKFLOW PREVENTOR
- DENOTES PROPOSED GATE VALVE
- DENOTES EXISTING GATE VALVE
- DENOTES PLUG
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES WATER SERVICE & WATER METER
- PROP. DENOTES PROPOSED ITEM
- DENOTES EXISTING PLUG & F.V.O
- DENOTES PROPOSED PLUG & F.V.O
- DENOTES AIR RELEASE VALVE
- C.O. DENOTES CLEAN OUT
- EXIST SOD DENOTES SOD

NOTE (NOT PART OF M-DWASD NOTES NOR APPROVAL)
Underground utility information is taken from the best available sources, but should be verified by contractor in the field with the appropriate utility agency prior to commencement of any work.

Existing utility lines other than those indicated in this drawing may be on site. The contractor is warned to proceed with caution with all work. He is to make all possible investigation as to possible unmarked utility lines.

HEALTH DEPARTMENT NOTES:

(NOT PART OF W.A.S.D. NOTES NOR APPROVAL)

WATER MAIN HORIZONTAL SEPARATIONS

SEPARATIONS SHALL BE MEASURED OUTSIDE EDGE TO OUTSIDE EDGE BETWEEN WATER MAINS AND, STORM SEWERS, STORMWATER FORCE MAINS, OR RECLAIMED WATER LINES, SHALL 3 FEET MINIMUM.

BETWEEN WATER MAINS AND VACUUM TYPE SEWER PREFERABLY 10 FT. AND AT LEAST 3 FEET MINIMUM.

GRAVITY OR PRESSURE SANITARY SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER PREFERABLY 10 FT. AND AT LEAST 6 FT. MAY BE REDUCED TO 3 FT. WHERE BOTTOM OF WATER MAINS IS AT LEAST 6 INCHES ABOVE TOP OF SEWER.

10 FT. TO ANY PART OF ON-SITE SEWER TREATMENT OR DISPOSAL SYSTEM.

WATER MAIN VERTICAL SEPARATIONS

SEPARATIONS BETWEEN WATER MAINS AND GRAVITY SEWER, VACUUM TYPE SEWER, OR STORM SEWERS TO BE PREFERABLY 12 INCHES, OR AT LEAST 6 INCHES ABOVE OR AT LEAST 12 INCHES IF BELOW.

PRESSURE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR RECLAIMED WATER AT LEAST 12 INCHES ABOVE OR BELOW. *

*NOTE: CENTER 1-FULL LENGTH OF WATER MAIN PIPE AT CROSSINGS; ALTERNATIVELY ARRANGE PIPES SO JOINT ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS. AT LEAST 6 FEET FROM JOINTS IN GRAVITY OR PRESSURE SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER.

GENERAL NOTES: (NOT PART OF W.A.S.D. APPROVAL)

1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL CONFORM TO THE MIAMI DADE WATER & SEWER DEPARTMENT AND FLORIDA BUILDING CODE STANDARDS AND SPECIFICATIONS.
2. EXISTING UTILITY LINES OTHER THAN THOSE INDICATED IN THIS DRAWING MAY BE ON SITE. THE CONTRACTOR IS WARNED TO PROCEED WITH CAUTION WITH ALL WORK. HE IS TO MAKE ALL POSSIBLE INVESTIGATION AS TO POSSIBLE UNMARKED UTILITY LINES.
3. ALL CLEANOUTS IN DRIVEWAY TO HAVE TRAFFIC BEARING CAP.
4. COORDINATE WATER AND SEWER WORK WITH MECHANICAL AND PLUMBING PLANS.
5. PROVIDE ASPHALT PAVEMENT RESTORATION AS PER MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT AND ALSO AS PER THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.

SEWER CLEANOUT NOTE:

ALL PROPOSED SANITARY SEWER CLEANOUTS THAT ARE CONSTRUCTED IN GRASS AREAS SHALL BE INSTALLED PER SS 21.0

ALL PROPOSED SANITARY SEWER CLEANOUTS THAT ARE CONSTRUCTED IN CONCRETE SIDEWALK SHALL BE INSTALLED PER SS 22.0

ALL PROPOSED SANITARY SEWER CLEANOUTS THAT ARE CONSTRUCTED IN DRIVEWAY SHALL BE INSTALLED PER SS 13.0

UNDERGROUND CONTRACTOR: (NOT PART OF M-DWASD NOTES NOR APPROVAL)

A. Underground Contractor shall comply with the Trench Safety Act, HB 3183, Florida Statutes, which incorporates, but is not limited to, the following:
   1. OSHA Standard 29 C.F.R. Part 1926, Subpart P, Excavation and Trenches.
   2. Contract bids for trench excavations (in excess of 5 feet deep) shall include reference to the safety standards, written assurance of compliance, and a separate item identifying the cost of compliance.
   3. Adhere to any special shoring requirements of the state or other political subdivision.

B. Engineer is not responsible for the safety of the excavation or design and construction of any shoring.

NOTE:
ALL EXISTING MAINS BEING IMPACTED BY THIS PROJECT AND ALL PROPOSED WATER, & SEWER FORCE MAINS & FITTINGS TO BE RESTRAINED AS PER G.S. 2.0.

FOR ALL PROJECTS WHERE REMOVAL OF UTILITY LINES IS PROPOSED

1. All existing utilities being removed and/or relocated must remain active and in service, until such time when new replacing utilities have been installed, in service, accepted by the Department and all related services from the existing mains have been transferred to the new ones, by a licensed contractor under the supervision of WASD licensed operator and WASD donations inspector under the scope and jurisdiction of the contractor's right-of-way permit.
2. All water and/or sewer facilities located in private property shall be removed after all installed services from them have been transferred to the already installed and in service new mains. Any associated exclusive easements shall be closed and released after the removal of the existing water and/or sewer facilities.

THE FOLLOWING ACTIVITIES ON EXISTING WATER SERVICES AND/OR EXISTING WATER MAINS SUCH AS:

CUT AND PLUGS
WATER MAIN OFFSETS
INTERCONNECTIONS
SERVICE INSTALLATIONS/RETIREMENT/SERVICE TRANSFERS
HYDRANT INSTALLATION / RETIREMENTS / RELOCATIONS
ANY WORK THAT MAY AFFECT THE QUALITY AND/OR QUANTITY OF WASD'S WATER. TRANSMISSION AND DISTRIBUTION SYSTEM.

SHALL BEPERFORMED BY A LICENSED CONTRACTOR UNDER THE SUPERVISION OF WASD LICENSED OPERATOR AND WASD DONATIONS INSPECTOR UNDER THE SCOPE AND JURISDICTION OF THE CONTRACTOR'S RIGHT OF WAY PERMIT. PRIOR TO ANY WORK BEING DONE, THE LICENSED CONTRACTOR SHALL COORDINATE WITH WASD DONATION INSPECTOR FOR THE SCHEDULING OF LICENSED OPERATOR TO BE PRESENT FOR THE PROPOSED ACTIVITY.

GERARDO ZAMORA LICENSE No. 44207 STATE OF FLORIDA PROFESSIONAL ENGINEER

2/9/2025

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GERARDO ZAMORA JR P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

GERARDO ZAMORA P.E.
CIVIL ENGINEER
P.E. No. 44207
E.B. 0006791
STATE OF FLORIDA

PROJECT No. 2023-12 DATE: 1/18/2023

ZAMORA & ASSOCIATES, INC.
ENGINEERING LAND PLANNING
6601 SOUTHWEST 80th STREET SUITE 109
SOUTH MAIMI, FLORIDA (305) 273-7801

BELLÓN architecture
12930 S.W. 128 STREET
SUITE 203
MIAMI, FLORIDA 33186
T. (305) 278-7776
AA-26002616
ARCHITECTURE
LAND PLANNING
INTERIORS
CONSTRUCTION MANAGEMENT

CONSULTANTS

MIAMI SPRINGS NURSING & REHAB CENTER
201 CURTISS PARKWAY
MIAMI SPRINGS, FLORIDA 33166

MARK	DATE	DESCRIPTION

PROJECT No. 2023-12
DRAWN BY:
CHECKED BY:
DATE:

LEOPOLDO BELLON, AIA

SHEET TITLE

WS-2

SHEET OF

WATER MAIN EXTENSION & SEWER PLAN

Sunshine811

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

SCALE 1" = 40'

NOTE:
ALL ELEVATIONS SHOWN ARE REFERRED TO N.G.V. DATUM (1929)

NOTE:
ALL SEWER LATERALS CROSSING A DRAINAGE TRENCH SHALL BE AS PER MDWASD DETAIL S.S. 5.0.

NOTE:
WATER METERS WILL NOT BE INSTALLED IF THE METER BOXES ARE IN A DRIVING SURFACE.

NOTE:
DEFLECTIONS ARE TO BE 2.5° MAXIMUM.

PROP. 402' OF 12" D.I.P. WATER MAIN

PROP. 283' OF 12" D.I.P. WATER MAIN

PROP. 12" X 12" TAPPING SLEEVE W/12" TAPPING VALVE.

EXIST. 12" D.I.P. WATER MAIN (NO AS BUILT) FIELD VERIFY EXACT LOCATION

EXIST. 6" C.I. WATER MAIN TO BE TRANSFERRED TO NEW 12" D.I.P. WATER MAIN

EXIST. FIRE HYDRANT

EXIST. 6" C.I. WATER MAIN TO BE TRANSFERRED TO NEW 12" D.I.P. WATER MAIN

EXIST. SAN. SEWER MH

PROP. 12" X 12" TEE W/12" G.V. (IN & E)

EXIST. 6" C.I. WATER MAIN (NO AS BUILT)

EXIST. 4" C.I. WATER MAIN TO BE CUT & CAPPED

EXIST. FIRE HYDRANT

EXIST. 4" C.I. WATER MAIN (NO AS BUILT) TO BE REMOVED

EXIST. 12" D.I.P. WATER MAIN (NO AS BUILT)

EXIST. 12" D.I.P. WATER MAIN (NO AS BUILT)

CUT IN NEW 12" X 6" WYE AND CONNECT NEW 6" PVC (C-900) SAN. SEWER LATERAL

PROP. 30'- 6" PVC (C-900) SEWER LATERAL

EXIST. 6" C.I. WATER MAIN (NO AS BUILT)

PROP. 6" D.I.P. FIRE LINE

PROP. 4" REDUCED PRESSURE BACKFLOW PREVENTOR ASSEMBLY

PROP. 4" WATER METER

PROP. 12" X 6" TEE

EXIST. 6" C.I. WATER MAIN TO BE TRANSFERRED TO NEW 12" D.I.P. WATER MAIN

PROP. 12" X 6" TEE

PROP. 6" X 6" TAPPING SLEEVE W/6" TAPPING VALVE.

PROP. 6" X 6" TEE W/12" G.V., PLUG (E) & 2" F.V.O.

PROP. 6" DOUBLE DETECTOR CHECK VALVE ASSEMBLY

EXIST. SAN. SEWER MH

EXIST. FIRE HYDRANT

NOTE: (NOT PART OF M-DWASD NOTES NOR APPROVAL)
TRENCHING AND BACFILLING FOR PIPING SYSTEMS SHALL BE AS PER MDWASD SPECIFICATIONS SECTION 2315

NOTE:
ALL EXISTING MAINS BEING IMPACTED BY THIS PROJECT AND ALL PROPOSED WATER, & SEWER FORCE MAINS & FITTINGS TO BE RESTRAINED AS PER G.S. 2.0.

GERARDO ZAMORA LICENSE No. 44207 STATE OF FLORIDA PROFESSIONAL ENGINEER

2/9/2025

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GERARDO ZAMORA P.E.
CIVIL ENGINEER
P.E. No. 44207
E.B. 0006791
STATE OF FLORIDA

PROJECT No. 2023-12 DATE: 1/18/2023

ZAMORA & ASSOCIATES, INC.
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6601 SOUTHWEST 80th STREET SUITE 109
SOUTH MAIMI, FLORIDA (305) 273-7801

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INTERIORS
CONSTRUCTION MANAGEMENT

CONSULTANTS

MIAMI SPRINGS NURSING & REHAB CENTER
201 CURTISS PARKWAY
MIAMI SPRINGS, FLORIDA 33166

MARK	DATE	DESCRIPTION

PROJECT No.
DRAWN BY:
CHECKED BY:
DATE:

LEOPOLDO BELLON, AIA

SHEET TITLE

WS-3

SHEET OF

March 7, 2025

City Planner
City of Miami Springs
Zoning and Planning Department
201 Westward Drive
Miami Springs, FL 33166

Re: Traffic Study Methodology
Fair Havens
Project No.: 2023010072

Salutations:

Vala Group, Inc. was retained to prepare a trip-generation statement for the Miami Springs Nursing and Rehabilitation Center. The site operates as a nursing home and Assisted Living Facility (ALF) and the owners plan to make improvements to the site and buildings without increasing the number of nursing home or ALF beds. The site plan for the project incorporates a balanced layout that includes necessary patient accommodations, staff facilities, and parking, ensuring that the development meets both regulatory requirements and the operational needs of the nursing home. The approximately 6.86-acre site comprises seven parcels (Folio Nos.: 05-3119-010-2480; 05-3119-010-0620; 05-3119-010-0640; 05-3119-010-0630; 05-3119-010-0690; 05-3119-010-1010; & 05-3119-010-0680) and is at 201 Curtiss Parkway, Miami Springs, Florida. **Figure 1** below shows the site location. **Attachment A** contains the site plan and property-appraiser data. We prepared trip generation calculations to confirm that no increase in traffic is expected from the proposed site modifications.

Figure 1 – Site Aerial Photograph



Project Trip Generation

The proposed development is not increasing the number of nursing home or ALF beds. Therefore, no increase in vehicle trip generation is expected as a result of the proposed site and building modifications. We estimated the trip generation using the Institute of Transportation Engineers' *Trip Generation Manual*, *11th Edition*. **Table 1** summarizes the trip-generation calculations and **Attachment B** contains the ITE trip generation calculations and data.

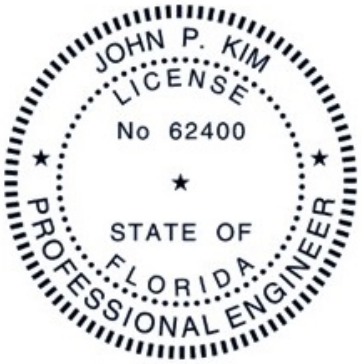
Table 1 Trip Generation Summary

Land Use		Size	Daily	Weekday Morning Peak Hour			Weekday Afternoon Peak Hour		
				In	Out	Total	In	Out	Total
Existing	Nursing Home	269 Beds	823	27	11	38	11	23	34
	Assisted Living Facility	60 Beds	156	7	4	11	5	9	14
	Subtotal		979	34	15	49	16	32	48
Proposed	Nursing Home	269 Beds	823	27	11	38	11	23	34
	Assisted Living Facility	60 Beds	156	7	4	11	5	9	14
	Subtotal		979	34	15	49	16	32	48
Net New Trips (Proposed less Existing)			**0**	**0**	**0**	**0**	**0**	**0**	**0**

** Based on 11th Edition ITE Trip Generation Manual*

Should you have any questions or comments regarding this methodology, please do not hesitate to contact me.

Sincerely,
Vala Group, Inc.



This item has been digitally signed and sealed by John P. Kim, PE on the date adjacent to the seal.

Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

John P Kim Digitally signed by John P Kim
Date: 2025.03.07 14:20:23 -05'00'

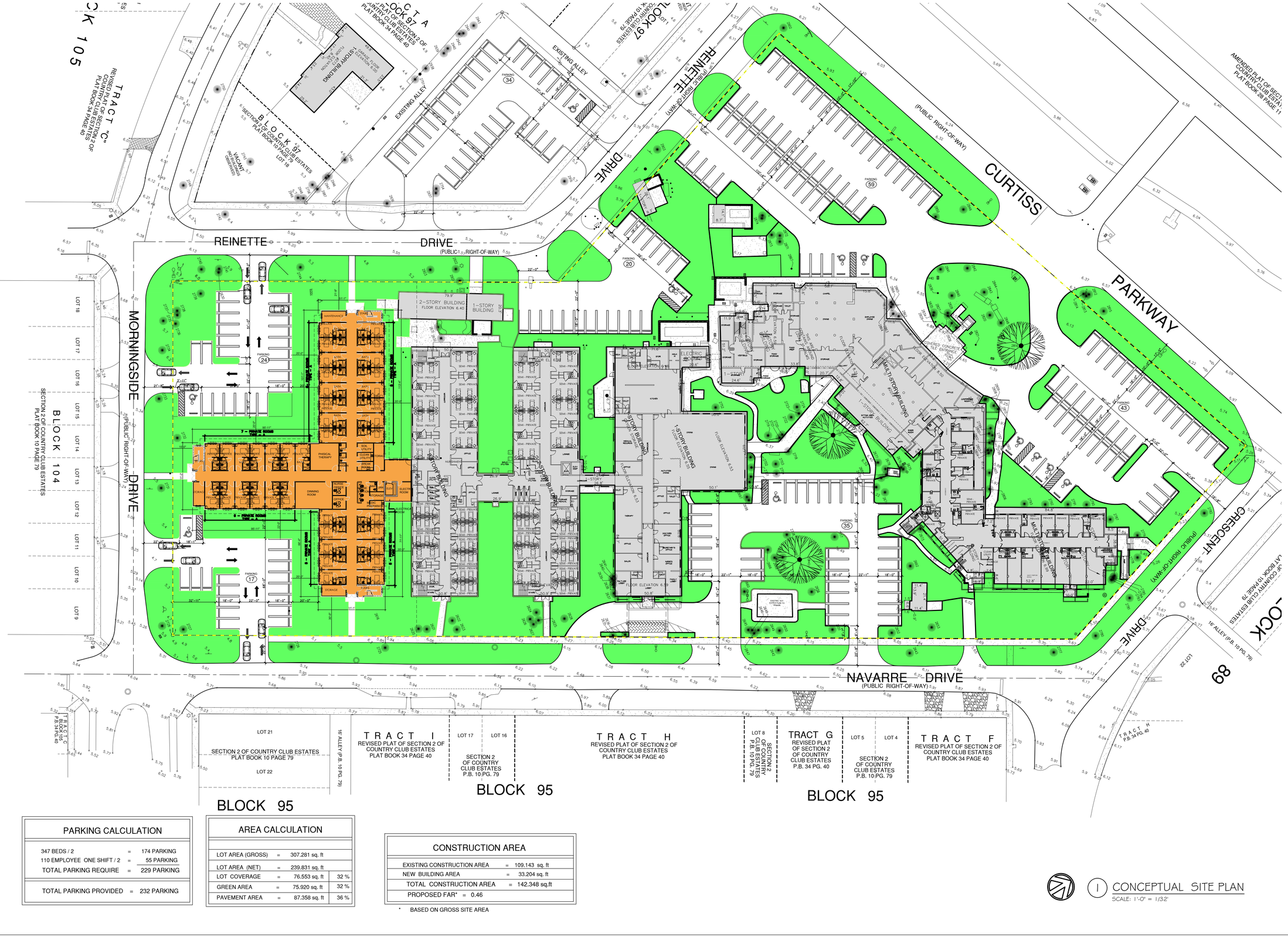
John P. Kim, P.E.
Senior Project Manager

JPK/jgk

Attachments
Attachment A – Site Plan & Property Appraiser Data
Attachment B – Trip Generation Calculations & Data

ATTACHMENT A

Site Plan &
Property Appraiser Data


REINETTE DRIVE (PUBLIC RIGHT-OF-WAY)
CURTISS PARKWAY
MORNINGSIDE DRIVE (PUBLIC RIGHT-OF-WAY)
NAVARRE DRIVE (PUBLIC RIGHT-OF-WAY)
CRESCENT DRIVE (PUBLIC RIGHT-OF-WAY)
RENETTE DRIVE (PUBLIC RIGHT-OF-WAY)
EXISTING ALLEY
16' ALLEY (P.B. 10 PG. 79)
2-STORY BUILDING FLOOR ELEVATION 6.40
1-STORY BUILDING
1-STORY BUILDING FLOOR ELEVATION 6.39
2-STORY BUILDING
MULTI-STORY BUILDING
ELECTRIC
FLOOR ELEVATION 6.39
FLOOR ELEVATION 6.53
FLOOR ELEVATION 6.63
FLOOR ELEVATION 6.23
FLOOR ELEVATION 6.33
FLOOR ELEVATION 6.43
FLOOR ELEVATION 6.53
FLOOR ELEVATION 6.63
FLOOR ELEVATION 6.73
FLOOR ELEVATION 6.83
FLOOR ELEVATION 6.93
FLOOR ELEVATION 7.03
FLOOR ELEVATION 7.13
FLOOR ELEVATION 7.23
FLOOR ELEVATION 7.33
FLOOR ELEVATION 7.43
FLOOR ELEVATION

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 01/31/2025

PROPERTY INFORMATION

Folio	05-3119-010-0640
Property Address	0 , FL
Owner	FAIR HAVENS PROPCO LLC , FAIR HAVENS PHILIPSON TIC MEMBER , I LLC , FAIR HAVENS PHILIPSON TIC MEMBER , II LLC
Mailing Address	22 PLEASANT RIDGE RD SPRING VALLEY, FL 10977
Primary Zone	0600 SINGLE FAMILY,1401-1550 S
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	2,800 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$142,800	$112,000	$89,600
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$142,800	$112,000	$89,600
Assessed Value	$108,416	$98,560	$89,600

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$34,384	$13,440	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

19 53 41 PB 10-79
COUNTRY CLUB ESTS SEC 2
LOT 2 BLK 97
LOT SIZE SITE VALUE
OR 19210-0644-0645 07/2000 6(8)

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$108,416	$98,560	$89,600
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$142,800	$112,000	$89,600
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$108,416	$98,560	$89,600
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$108,416	$98,560	$89,600

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
12/17/2019	$29,065,700	31768-1992	Qual on DOS, multi-parcel sale
07/01/2000	$8,524,000	19210-0644	Other disqualified

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 01/31/2025

PROPERTY INFORMATION

Folio	05-3119-010-0630
Property Address	0 , FL
Owner	FAIR HAVENS PROPCO LLC , FAIR HAVENS PHILIPSON TIC MEMBER , I LLC , FAIR HAVENS PHILIPSON TIC MEMBER , II LLC
Mailing Address	22 PLEASANT RIDGE RD SPRING VALLEY, FL 10977
Primary Zone	0600 SINGLE FAMILY,1401-1550 S
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	2,800 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$142,800	$112,000	$89,600
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$142,800	$112,000	$89,600
Assessed Value	$108,416	$98,560	$89,600

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$34,384	$13,440	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

19 53 41 PB 10-79
COUNTRY CLUB ESTS SEC 2
LOT 1 BLK 97
LOT SIZE SITE VALUE
OR 19210-0644-0645 07/2000 6(8)

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$108,416	$98,560	$89,600
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$142,800	$112,000	$89,600
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$108,416	$98,560	$89,600
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$108,416	$98,560	$89,600

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
12/17/2019	$29,065,700	31768-1992	Qual on DOS, multi-parcel sale
07/01/2000	$8,524,000	19210-0644	Other disqualified

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 01/31/2025

PROPERTY INFORMATION

Folio	05-3119-010-0690
Property Address	0 , FL
Owner	FAIR HAVENS PROPCO LLC , FAIR HAVENS PHILIPSON TIC MEMBER , I LLC , FAIR HAVENS PHILIPSON TIC MEMBER , II LLC
Mailing Address	22 PLEASANT RIDGE RD SPRING VALLEY, FL 10977
Primary Zone	3702 MULTI-FAMILY
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	2,725 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$109,000	$109,000	$89,925
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$109,000	$109,000	$89,925
Assessed Value	$108,808	$98,917	$89,925

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$192	$10,083	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

19 53 41 PB 10-79
COUNTRY CLUB ESTS SEC 2
LOT 21 BLK 97
LOT SIZE SITE VALUE
OR 19210-0644 07/2000 6(8)

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$108,808	$98,917	$89,925
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$109,000	$109,000	$89,925
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$108,808	$98,917	$89,925
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$108,808	$98,917	$89,925

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
12/17/2019	$29,065,700	31768-1992	Qual on DOS, multi-parcel sale
07/01/2000	$8,524,000	19210-0644	Other disqualified

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 01/31/2025

PROPERTY INFORMATION

Folio	05-3119-010-0680
Property Address	0 , FL
Owner	FAIR HAVENS PROPCO LLC , FAIR HAVENS PHILIPSON TIC MEMBER , I LLC , FAIR HAVENS PHILIPSON TIC MEMBER , II LLC
Mailing Address	22 PLEASANT RIDGE RD SPRING VALLEY, FL 10977
Primary Zone	0600 SINGLE FAMILY,1401-1550 S
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	10,768 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$438,432	$342,525	$274,020
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$438,432	$342,525	$274,020
Assessed Value	$286,643	$260,585	$236,896

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$151,789	$81,940	$37,124

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

COUNTRY CLUB ESTS SEC 2

PB 10-79

LOT 18 BLK 97

LOT SIZE 10768 SQ FT

OR 19210-0644-0645 07/2000 6(8)

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$286,643	$260,585	$236,896
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$438,432	$342,525	$274,020
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$286,643	$260,585	$236,896
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$286,643	$260,585	$236,896

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
12/17/2019	$29,065,700	31768-1992	Qual on DOS, multi-parcel sale
07/01/2000	$8,524,000	19210-0644	Other disqualified
11/01/1989	$151,000	14350-2755	Deeds that include more than one parcel
05/01/1989	$0	14179-2209	Sales which are disqualified as a result of examination of the deed

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 01/31/2025

PROPERTY INFORMATION

Folio	05-3119-013-1010
Property Address	0 , FL
Owner	FAIR HAVENS PROPCO LLC , FAIR HAVENS PHILIPSON TIC MEMBER , I LLC , FAIR HAVENS PHILIPSON TIC MEMBER , II LLC
Mailing Address	22 PLEASANT RIDGE RD SPRING VALLEY, FL 10977
Primary Zone	0600 SINGLE FAMILY,1401-1550 S
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	18,639 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$611,296	$477,575	$382,060
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$611,296	$477,575	$382,060
Assessed Value	$384,530	$349,573	$317,794

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$226,766	$128,002	$64,266

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

19 53 41 .32 AC PB 34-40
REV PL SEC 2 COUNTRY CLUB ESTS
TRACT B BLK 97
LOT SIZE IRREGULAR
OR 19210-0644-0645 07/2000 6(8)

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$384,530	$349,573	$317,794
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$611,296	$477,575	$382,060
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$384,530	$349,573	$317,794
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$384,530	$349,573	$317,794

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
12/17/2019	$29,065,700	31768-1992	Qual on DOS, multi-parcel sale
07/01/2000	$8,524,000	19210-0644	Other disqualified

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OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/15/2023

Property Information	
Folio:	05-3119-010-2480
Property Address:	201 CURTISS PKWY Miami Springs, FL 33166-5222
Owner	FAIR HAVENS PROPCO LLC FAIR HAVENS PHILIPSON TIC MEMBER I LLC
Mailing Address	22 PLEASANT RIDGE RD SPRING VALLEY, FL 10977 USA
PA Primary Zone	3702 MULTI-FAMILY
Primary Land Use	7443 HOME FOR THE AGED : HEALTH CARE
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	269
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	101,614 Sq.Ft
Lot Size	196,553 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2022	2021	2020
Land Value	$5,306,931	$5,306,931	$5,306,931
Building Value	$9,633,069	$8,443,069	$7,383,069
XF Value	$0	$0	$0
Market Value	$14,940,000	$13,750,000	$12,690,000
Assessed Value	$14,940,000	$13,750,000	$12,690,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$0	$0	$0
Taxable Value	$14,940,000	$13,750,000	$12,690,000
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$14,940,000	$13,750,000	$12,690,000
City			
Exemption Value	$0	$0	$0
Taxable Value	$14,940,000	$13,750,000	$12,690,000
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$14,940,000	$13,750,000	$12,690,000

Benefits Information				
Benefit	Type	2022	2021	2020
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/17/2019	$29,065,700	31768-1992	Qual on DOS, multi-parcel sale
07/01/2000	$8,524,000	19210-0644	Other disqualified

Short Legal Description
19 53 41
COUNTRY CLUB ESTS SEC 2 PB 10-79
ALL BLK 116 &
40FT ALLEY LYG S & ADJ CLOSED PER
ORD 69-429 & N10FT LOTS 1 THRU 10

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/15/2023

Property Information	
Folio:	05-3119-010-0620
Property Address:	
Owner	FAIR HAVENS PROPCO LLC FAIR HAVENS PHILIPSON TIC MEMBER I LLC
Mailing Address	22 PLEASANT RIDGE RD SPRING VALLEY, FL 10977 USA
PA Primary Zone	3702 MULTI-FAMILY
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	42,588 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$1,362,816	$1,362,816	$1,362,816
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$1,362,816	$1,362,816	$1,362,816
Assessed Value	$1,362,816	$1,362,816	$1,362,816

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$0	$0	$0
Taxable Value	$1,362,816	$1,362,816	$1,362,816
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$1,362,816	$1,362,816	$1,362,816
City			
Exemption Value	$0	$0	$0
Taxable Value	$1,362,816	$1,362,816	$1,362,816
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$1,362,816	$1,362,816	$1,362,816

Benefits Information				
Benefit	Type	2022	2021	2020
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/17/2019	$29,065,700	31768-1992	Qual on DOS, multi-parcel sale
07/01/2000	$8,524,000	19210-0644	Other disqualified

Short Legal Description
19 53 41
COUNTRY CLUB ESTS SEC 2 PB 10-79
S120FT LOTS 1 THRU 10 BLK 96
& 16FT ALLEY LYG N & ADJ CLOSED
PER ORD 87-120

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Version:

ATTACHMENT B

Trip Generation Calculations & Data

TABLE 1 - TRIP GENERATION ANALYSIS

DAILY

Land Use		ITE Code	Size	Trip Generation Rate	In	Out	Total Trips		
							In	Out	Total
Existing	Nursing Home	620	269 Beds	T = 3.06 (X)	50%	50%	412	411	823
	Assisted Living Facility	254	60 Beds	T = 2.6 (X)	50%	50%	78	78	156
						Subtotal	490	489	979
Proposed	Nursing Home	620	269 Beds	T = 3.06 (X)	50%	50%	412	411	823
	Assisted Living Facility	254	60 Beds	T = 2.6 (X)	50%	50%	78	78	156
						Subtotal	490	489	979
Net New Trips (Proposed less Existing)							**0**	**0**	**0**

MORNING PEAK HOUR

Land Use		ITE Code	Size	Trip Generation Rate	In	Out	Total Trips		
							In	Out	Total
Existing	Nursing Home	620	269 Beds	T = 0.14 (X)	72%	28%	27	11	38
	Assisted Living Facility	254	60 Beds	T = 0.18 (X)	60%	40%	7	4	11
						Subtotal	34	15	49
Proposed	Nursing Home	620	269 Beds	T = 0.14 (X)	72%	28%	27	11	38
	Assisted Living Facility	254	60 Beds	T = 0.18 (X)	60%	40%	7	4	11
						Subtotal	34	15	49
Net New Trips (Proposed less Existing)							**0**	**0**	**0**

AFTERNOON PEAK HOUR

Land Use		ITE Code	Size	Trip Generation Rate	In	Out	Total Trips		
							In	Out	Total
Existing	Nursing Home	620	269 Beds	T = 0.11 (X) + 3.98	33%	67%	11	23	34
	Assisted Living Facility	254	60 Beds	T = 0.24 (X)	39%	61%	5	9	14
						Subtotal	16	32	48
Proposed	Nursing Home	620	269 Beds	T = 0.11 (X) + 3.98	33%	67%	11	23	34
	Assisted Living Facility	254	60 Beds	T = 0.24 (X)	39%	61%	5	9	14
						Subtotal	16	32	48
Net New Trips (Proposed less Existing)							**0**	**0**	**0**

** Based on 11th Edition ITE Trip Generation Manual*

Nursing Home
(620)

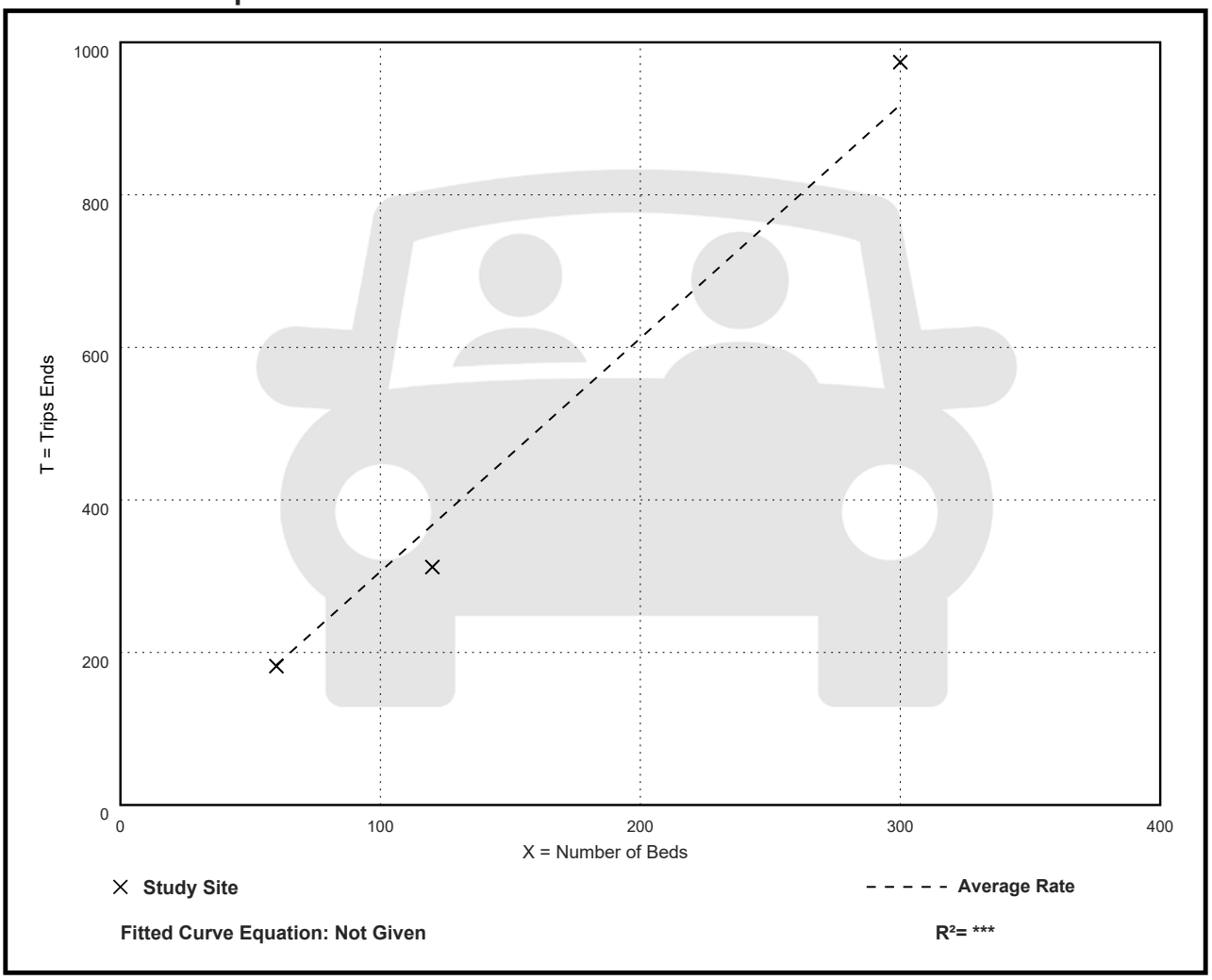
Vehicle Trip Ends vs: Beds
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 3
Avg. Num. of Beds: 160
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
3.06	2.60 - 3.25	0.33

Data Plot and Equation



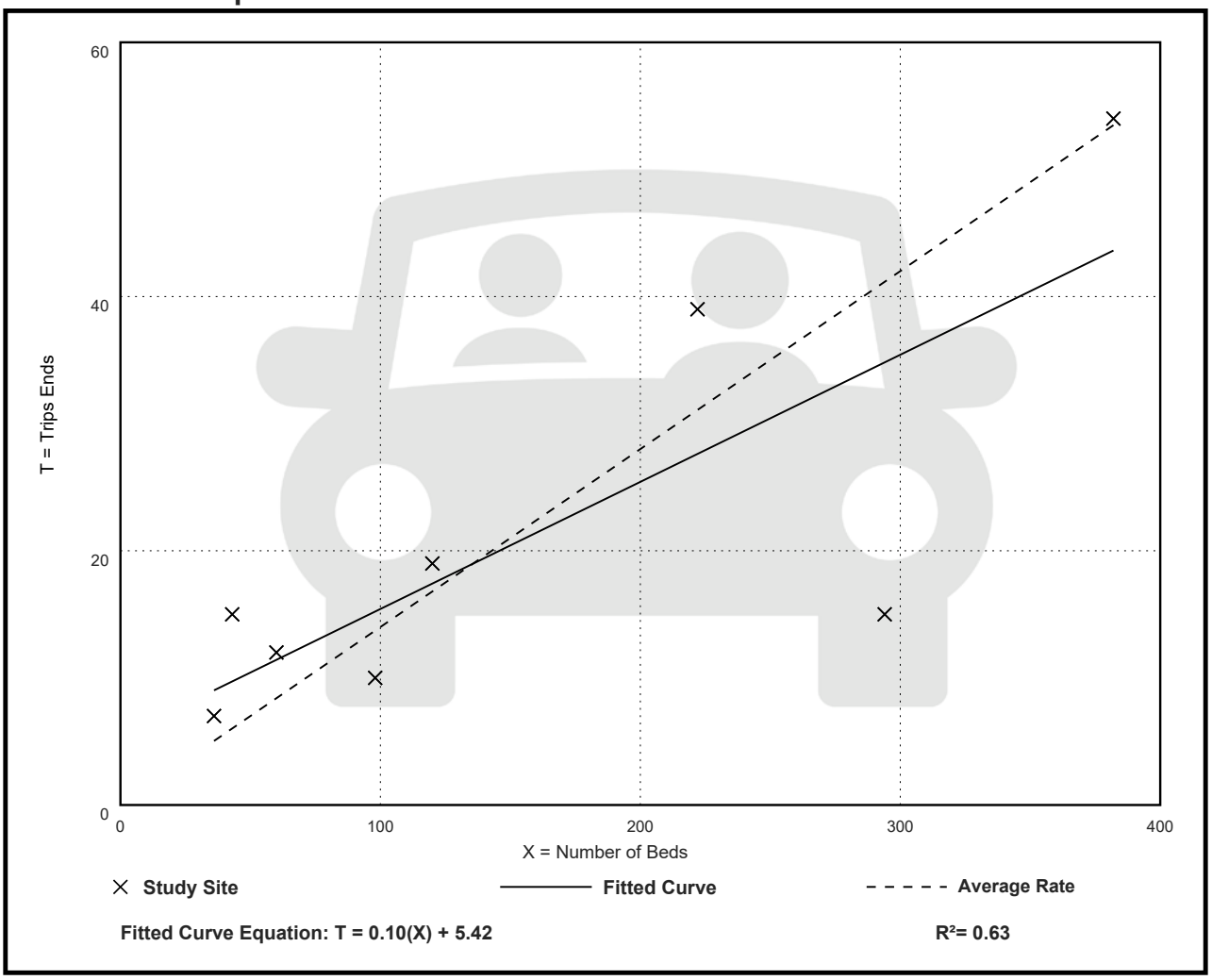
Nursing Home
(620)

Vehicle Trip Ends vs: Beds
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 8
Avg. Num. of Beds: 157
Directional Distribution: 72% entering, 28% exiting

Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.14	0.05 - 0.35	0.07

Data Plot and Equation



Fitted Curve Equation: T = 0.10(X) + 5.42

R^2= 0.63

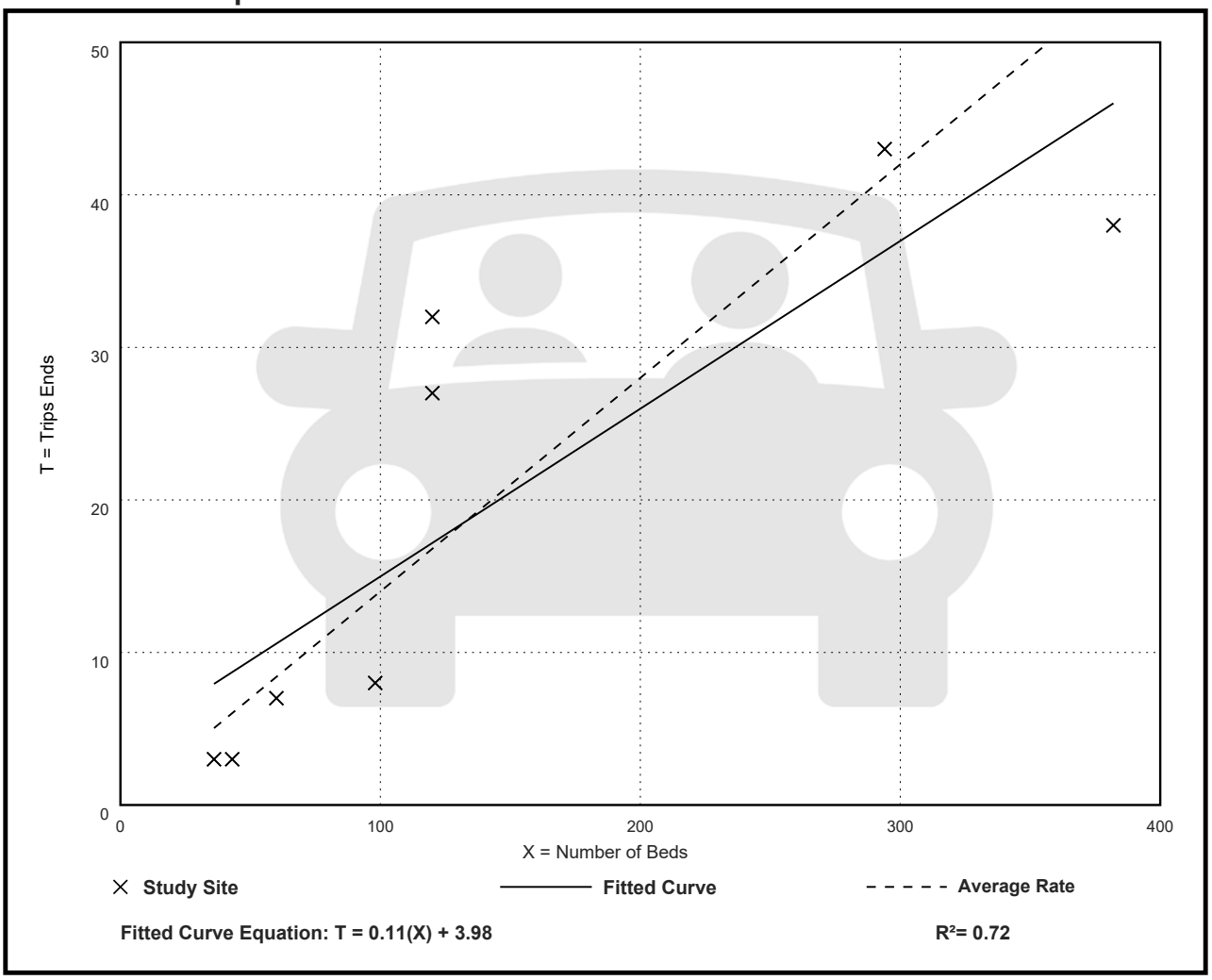
Nursing Home
(620)

Vehicle Trip Ends vs: Beds
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 8
Avg. Num. of Beds: 144
Directional Distribution: 33% entering, 67% exiting

Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.14	0.07 - 0.27	0.06

Data Plot and Equation



Fitted Curve Equation: T = 0.11(X) + 3.98

R^2= 0.72

Assisted Living
(254)

Vehicle Trip Ends vs: Beds
On a: Weekday

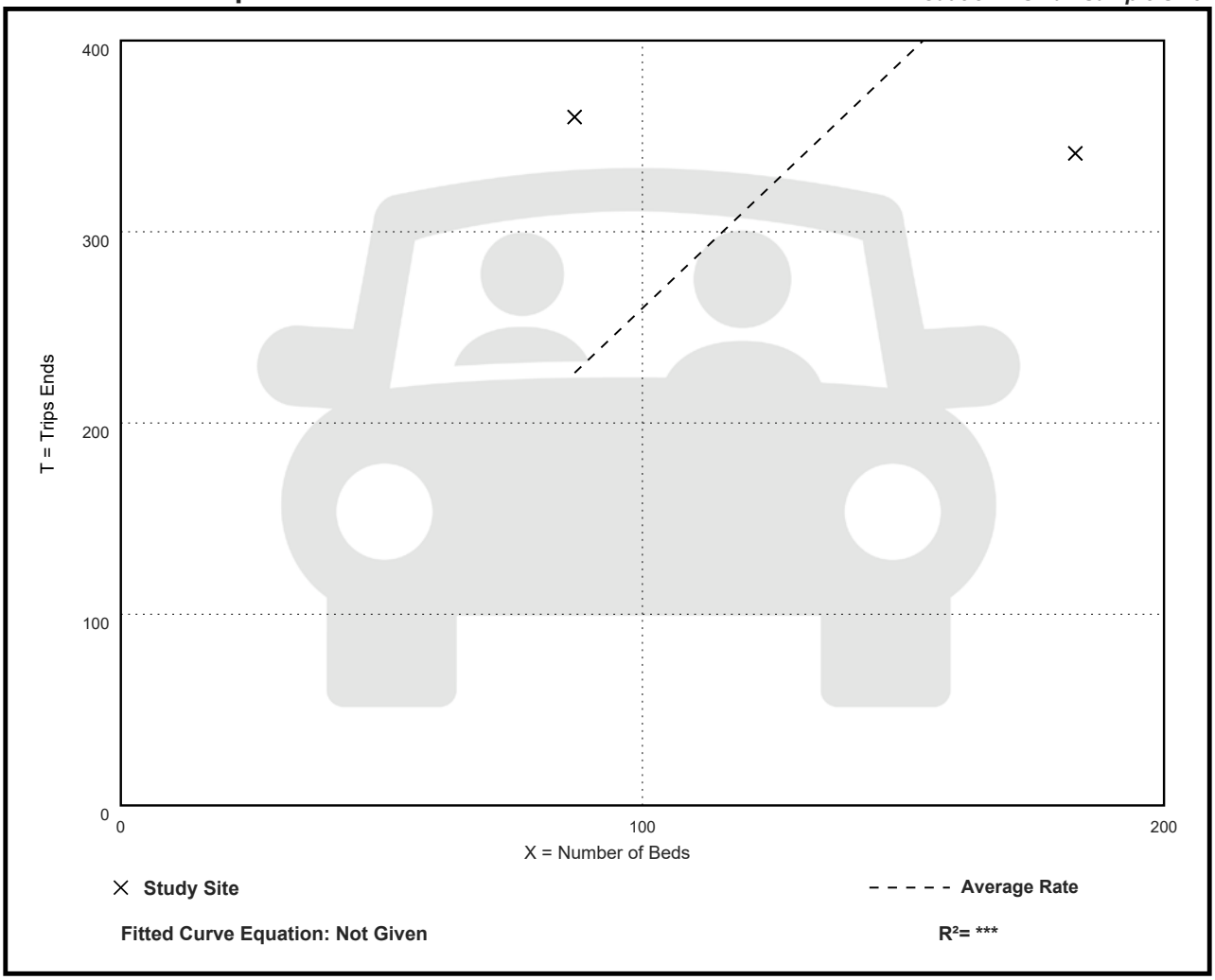
Setting/Location: General Urban/Suburban
Number of Studies: 2
Avg. Num. of Beds: 135
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
2.60	1.86 - 4.14	***

Data Plot and Equation

Caution – Small Sample Size



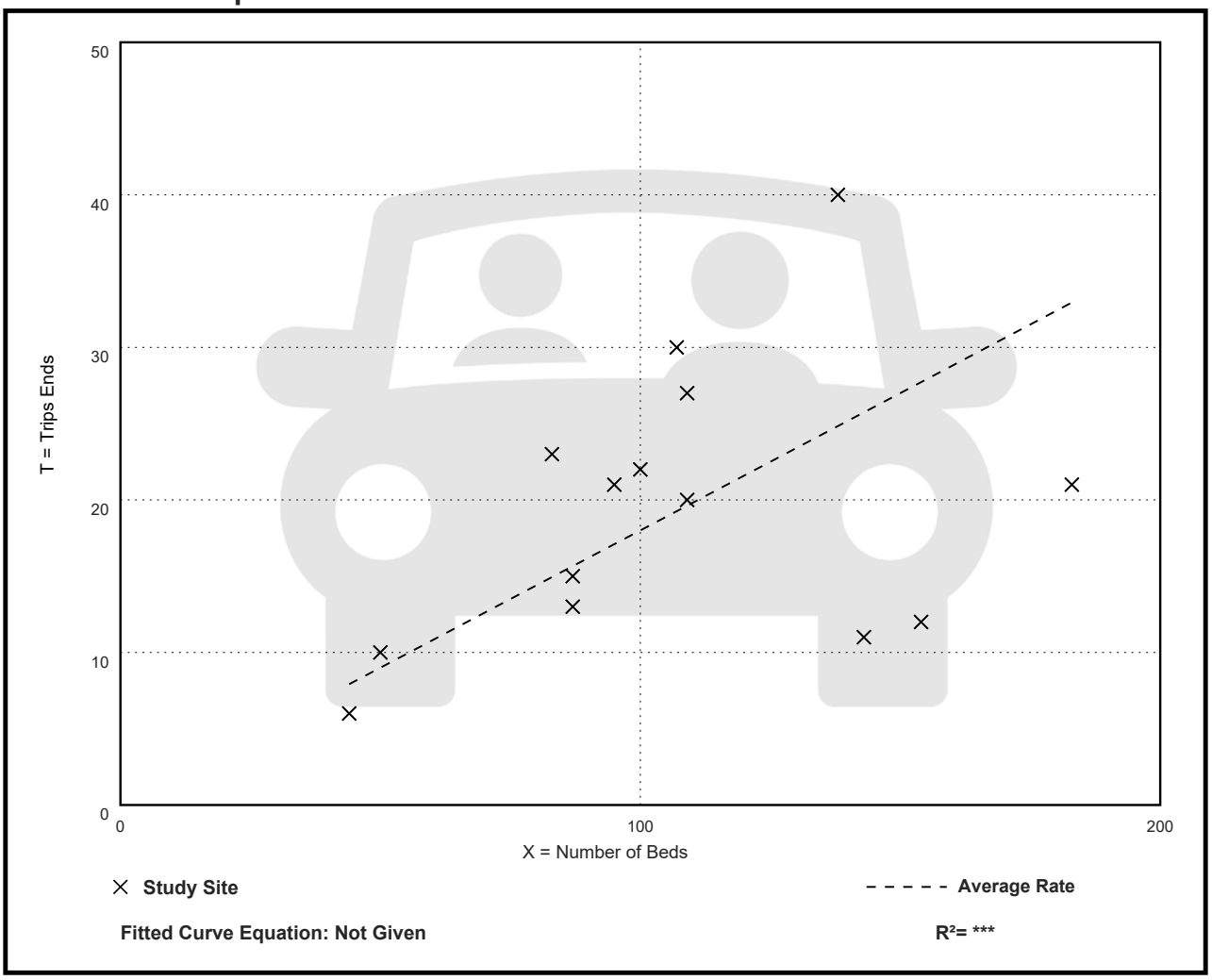
Assisted Living
(254)

Vehicle Trip Ends vs: Beds
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 14
Avg. Num. of Beds: 106
Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.18	0.08 - 0.29	0.08

Data Plot and Equation



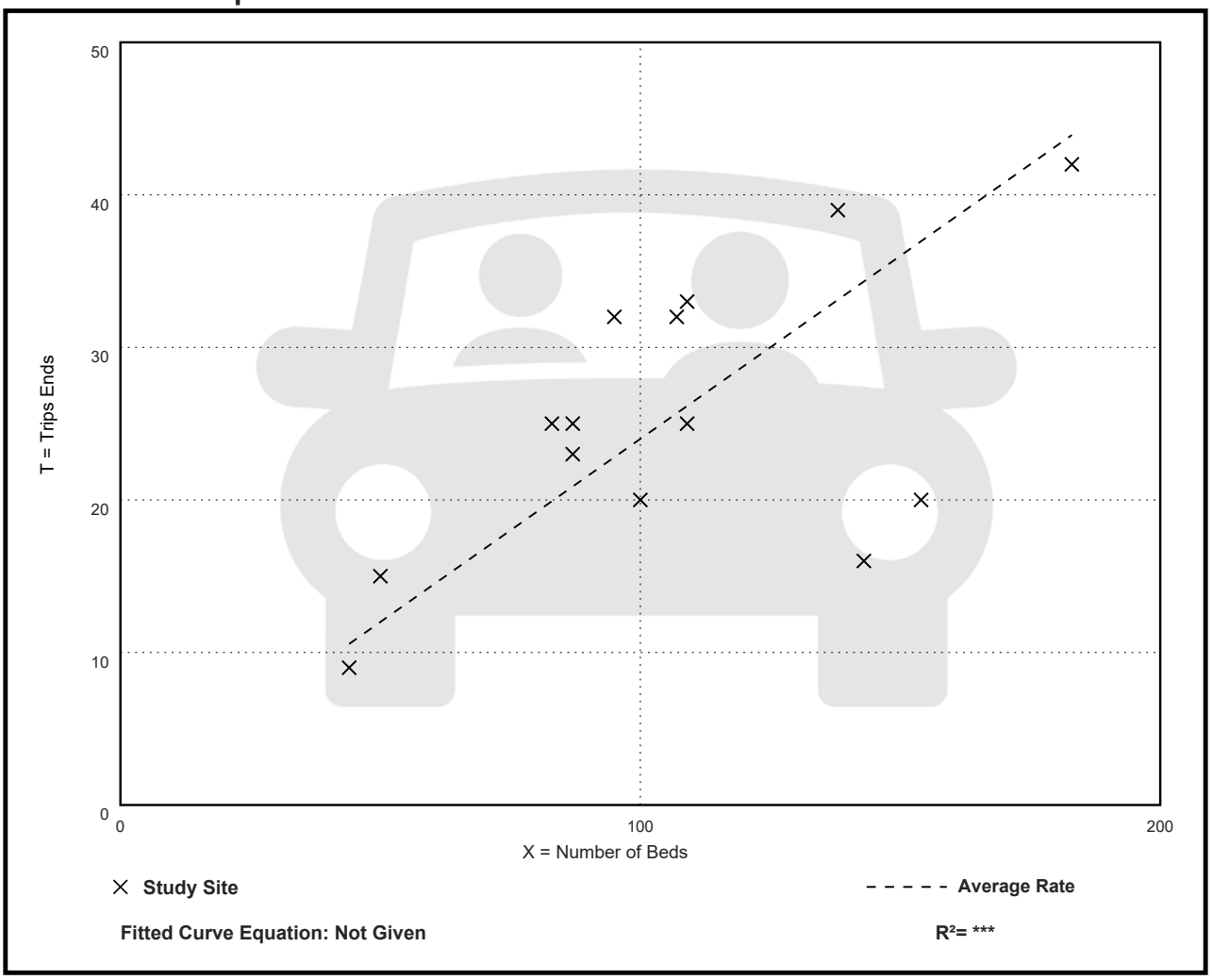
Assisted Living
(254)

Vehicle Trip Ends vs: Beds
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 14
Avg. Num. of Beds: 106
Directional Distribution: 39% entering, 61% exiting

Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.24	0.11 - 0.34	0.07

Data Plot and Equation



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rdrmiami.com | diana@rdrmiami.com | 305.498.1614

January 28, 2025

City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Re: Property owners within 500 feet of:
SUBJECT: 201 Curtiss Parkway, Miami Springs, FL 33166
FOLIO NUMBER: 05-3119-010-2480

FOLIO NUMBERS: 05-3119-010-0620, 05-3119-010-0630, 05-3119-010-0640, 05-3119-010-0680, 05-3119-010-0690, 05-3119-013-1010

This is to certify that the attached ownership list, map and mailing labels are a complete and accurate representation of the real estate property and property owners within 500 feet radius of the external boundaries of the subject property listed above, including the subject property. This reflects the records on file in the Property Appraisers' Office as of 1/24/2025.

Sincerely,



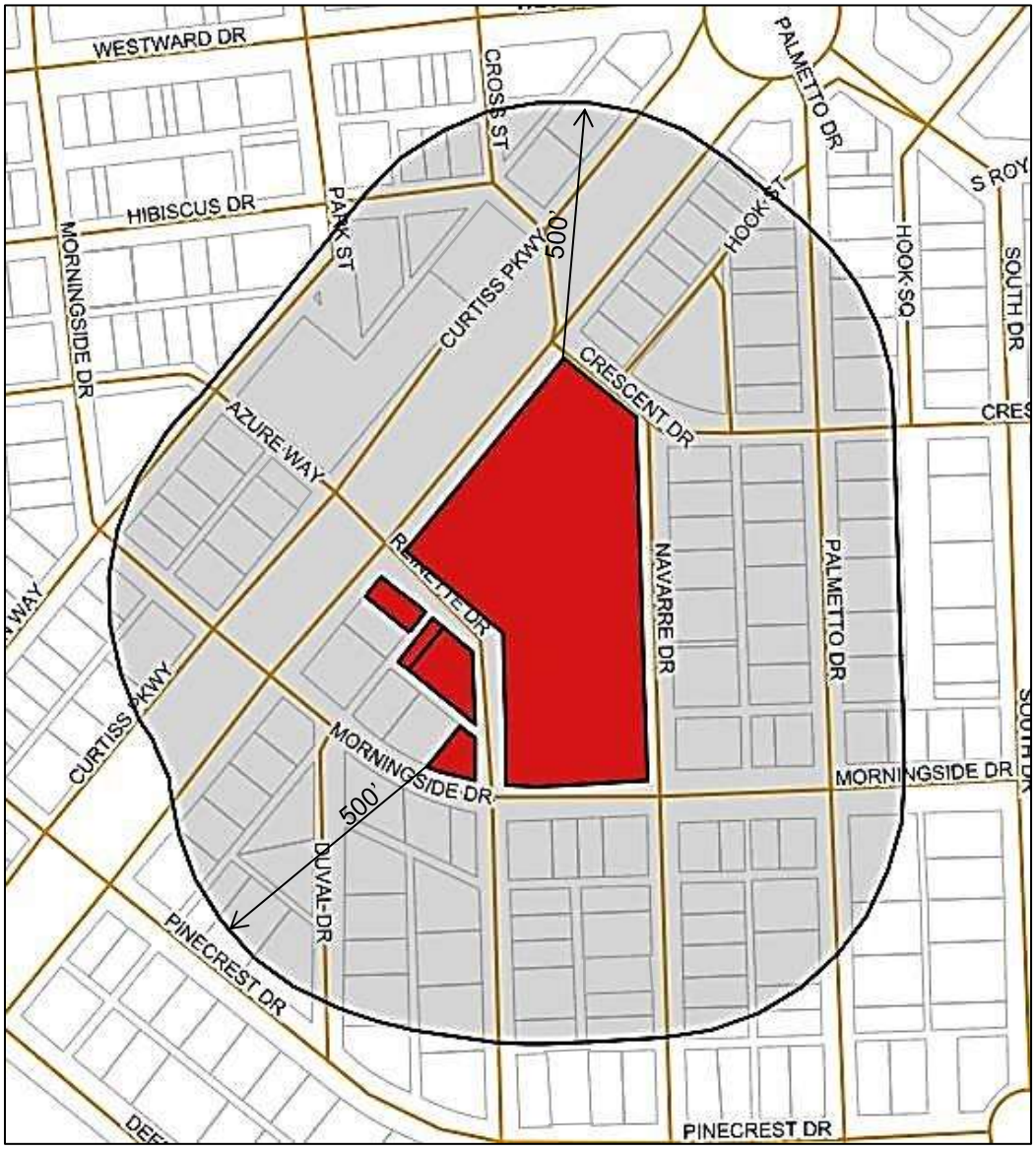
RDR Miami | Diana B. Rio, LEED®AP

Total number of property owners without repetition: **117, including 0 international**

Rio Development Resources, LLC ("RDR") has used its best efforts in collecting the information published in this report and the findings contained in the report are based solely and exclusively on information provided by you and information gathered from public records and that local government. By acceptance of this report, you agree to hold RDR harmless and indemnify RDR from any and all losses, damages, liabilities and expenses which can be claimed against RDR caused by or related to this report.

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rdrmiami.com | diana@rdrmiami.com | 305.498.1614

500' RADIUS MAP (N.T.S.)



SUBJECT: 201 Curtiss Parkway, Miami Springs, FL 33166
FOLIO NUMBER: 05-3119-010-2480

FOLIO NUMBERS: 05-3119-010-0620, 05-3119-010-0630, 05-3119-010-0640, 05-3119-010-0680, 05-3119-010-0690, 05-3119-013-1010

NAME 1	NAME 2	NAME 3	ADDRESS	CITY	STATE	ZIP	COUNTRY
157 CURTISS PARKWAY LLC			3100 SW 109 CT	MIAMI	FL	33165	USA
264 NAVARRE LLC			264 NAVARRE DR	MIAMI SPRINGS	FL	33166	USA
265 REINETTE DR LLC			532 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
371 PARK BUILDING LLC			7055 SW 84 AVENUE	MIAMI	FL	33143	USA
ADRIANA M STEFFEN	STEVEN J STEFFEN		264 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
ALAN O BRYANT			520 GLEN WAY	MIAMI SPRINGS	FL	33166-5231	USA
ALBA RODRIGUEZ			260 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
ALBERTO CRUZ			44 PALMETTO DR	MIAMI SPRINGS	FL	33166-5808	USA
ALEC MITCHELL SANCHEZ	ANA VICTORIA SOSA SANCHEZ		519 CURTISS PKWY	MIAMI SPRINGS	FL	33166	USA
ANA TOSCA			241 REINETTE DR	MIAMI SPRINGS	FL	33166-5834	USA
ANDREW KARL OBERMANN			481 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
ANGEL A QUESADA &W	MONICA AMOR		100 AZURE WAY	MIAMI SPRINGS	FL	33166-5279	USA
AZURE WAY INVESTMNETS LLC			175 FOUNTAINBLEAU BLVD STE 1R	DORAL	FL	33172	USA
BETHSAIDA E MEJIA BONILLA	JOEL ALBERTO RODRIGUEZ WILLS		144 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
BETTY E COE LE	REM DEBRA COE DANLUCK	REM TINA DOWELL	101 HIBISCUS DR	MIAMI SPRINGS	FL	33166-5232	USA
CARL L DAHLBERG &W SHIRLEY ANN			431 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166-5803	USA
CARLOS A CARRILLO JR	NATALIE L QUILES DE CARRILLO		222 PALMETTO DRIVE	MIAMI SPRINGS	FL	33166	USA
CARLOS GABRIEL DE CHENE	RHAIZZA YLEYAN VILLARREAL		380 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
CARMEN CADENAS LE	REM CARMIN TAKEUCHI	REM JORGE E CADENAS	60 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
CHARLES GARCIA	JESSIKA MARIA FONTEBOA		224 NAVARRE DR	MIAMI SPRINGS	FL	33166	USA
CHARLES J HUTCHINGS &W SALLY M			1120 QUAIL AVE	MIAMI SPRINGS	FL	33166	USA
CHRISTIAN SALDANA			241 DUVAL DR	MIAMI SPRINGS	FL	33166	USA
CLAUDIA MARCELA BARCO			241 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
CONNOLLY GLEESON DSOUZA			189 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
CURRENT PROPERTY OWNER			50 AZURE WAY	MIAMI SPRINGS	FL	33166	USA
CURRENT PROPERTY OWNER			248 NAVARRE DR	MIAMI SPRINGS	FL	33166	USA
CURRENT PROPERTY OWNER			224 CURTISS PKWY	MIAMI SPRINGS	FL	33166	USA
CURTISS BUILDING LLC			62900 OVERSEAS HIGHWAY #16	MARATHON	FL	33050	USA
DAVID LOPEZ	SUSELL MICHEL		141 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
DEBORAH GOMEZ DEMOLINA TRS	DENISE CAPPELLETTI		114 HIBISCUS DR	MIAMI SPRINGS	FL	33166	USA
DEBRA ANN HUGHES			483 CRESCENT DR	MIAMI SPRINGS	FL	33166-5801	USA
EDDIE TRUJILLO &W MARIJULIA			257 NAVARRE DR	MIAMI SPRINGS	FL	33166-5817	USA
EDGAR E MANSILLA	SURAMA YAMEILY TOLEDO MANSILLA		424 CURTISS PKWY	MIAMI SPRINGS	FL	33166	USA
EGM HOLDINGS GROUP INC			4920 NW 165 ST	MIAMI LAKES	FL	33014	USA
ELIZABETH JEAN LLC			1510 NW 86 TER	PEMBROKE PINES	FL	33024	USA
ELSA L SAAVEDRA			529 CURTISS PARKWAY	MIAMI SPRINGS	FL	33166-5201	USA
ERIC H RICHEY	ADA R RICHEY		224 REINETTE DR	MIAMI SPRINGS	FL	33166	USA
ERIC VIDAL			431 CURTISS PKWY	MIAMI SPRINGS	FL	33166	USA
ERINN E COLLINSWORTH			464 GLEN WAY	MIAMI SPRINGS	FL	33166-5229	USA
FABIAN PEREZ CRESPO &W MAIBELYS			501 CURTISS PKWY	MIAMI SPRINGS	FL	33166	USA
FAIR HAVENS PROPCO LLC	FAIR HAVENS PHILIPSON TIC MEMBER	I LLC	22 PLEASANT RIDGE RD	SPRING VALLEY	NY	10977	USA
FELIX J GUARDIOLA &W SUSAN			116 PALMETTO DR	MIAMI SPRINGS	FL	33166-5810	USA
FLAVIANE PECCIN	TALAJ DAHIWALE		36 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
FRANK MARK AICHELMANN	LEA LUCIA FIALHO		164 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
GEORGE A ALVES	LISETTE M ALVES		240 REINETTE DR	MIAMI SPRINGS	FL	33166	USA
GEORGE ALVES &W LISETTE			240 REINETTE DR	MIAMI SPRINGS	FL	33166-5835	USA

GEORGE H THOMPSON			173 NAVARRE DR	MIAMI SPRINGS	FL	33166	USA
GEORGE S HOBBS II &W JOY			279 PINECREST DR	MIAMI SPRINGS	FL	33166-5864	USA
GRACE LUTHERAN CH OF MIA SPRGS			254 CURTISS PKWY	MIAMI SPRINGS	FL	33166	USA
JACK V PARRISH TRS	BETTY JO PARRISH TRS	JACK V PARRISH	265 NAVARRE DR	MIAMI SPRINGS	FL	33166	USA
JACOBO DELVALLE &W DENISE			585 CURTISS PKWY	MIAMI SPRINGS	FL	33166-5201	USA
JAMES E KEENER			170 MORNINGSIDE DRIVE	MIAMI SPRINGS	FL	33166	USA
JEANNE ELIZABETH MALDEN	JUNE ESABELLA MALDEN		100 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
JEANNE M RAYMOND	JEAN PIERRE RAYMOND		621 ORIOLE AVE	MIAMI SPRINGS	FL	33166	USA
JEANNETTE CASAL			220 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
JENE ROSSANA SOTO DE MARTINEZ			121 NAVARRE DR	MIAMI SPRINGS	FL	33166	USA
JESSICA TRUJILLO			448 GLEN WAY	MIAMI SPRINGS	FL	33166	USA
JESUS VAZQUEZ			232-40 NAVARRE DR	MIAMI SPRINGS	FL	33166-5818	USA
JMC 1810 INC			510 HUNTING LODGE DRIVE	MIAMI SPRINGS	FL	33166	USA
JOEL CORUJO	CARMEN M DIAZ CORUJO		548 CURTISS PARKWAY	MIAMI SPRINGS	FL	33166	USA
JOHN J CUNNINGHAM	BARBARA Z CUNNINGHAM		137 NAVARRE DR	MIAMI SPRINGS	FL	33166	USA
JORGE MORENO			256 NAVARRE DR	MIAMI SPRINGS	FL	33166-5818	USA
JORGE VEIZAGA &W MARTHA			290 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166-5868	USA
JOSE A ORTIZ	FREDDY J MONTERO		440 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
JOSE F BURGOS	MIRNA BURGOS		350 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
JOSE M DIAZ LE	CARMEN L VELUNZA LE	REM JULIO CESAR DIAZ	219 PINECREST DR	MIAMI SPRINGS	FL	33166-5864	USA
JOSE MIGUEL LOPEZ	VIVIANA STELLA PELAEZ		461 CURTISS PKWY	MIAMI SPRINGS	FL	33166	USA
JOSEFINA MOLAGUERO			PO BOX 661433	MIAMI SPRINGS	FL	33266	USA
JUAN A CALVO			210 DUVAL ST	MIAMI SPRINGS	FL	33166	USA
JUAN BUILES LE	LUZ BUILES LE	REM SANDRA DIAZ	289 PINECREST DR	MIAMI SPRINGS	FL	33166	USA
JUAN ROMERO			224 DUVAL DR	MIAMI SPRINGS	FL	33166	USA
JUDITH ANN MICHELSON	SIGURD DONALD MICHELSON		460 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
LAURA RESTREPO	GERMAN SILVA		500 SW 23 AVE	MIAMI	FL	33135	USA
LILIA M RUMBLEY	OCTAVIO MILLA REYES	RENE FRANCISCO PINEDA MILLA	169 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
LINDA A BURNETT			153 NAVARRE DR	MIAMI SPRINGS	FL	33166-5805	USA
LINDA H CARLSON			147 CURTISS PARKWAY	MIAMI SPRINGS	FL	33166-5220	USA
LOUISE MACKENZIE LE	REM CHRISTINA L MACKENZIE TRS	REM LOUISE MACKENZIE LIVING TRUST	14035 SIERRA VISTA DR	ORLANDO	FL	32837	USA
MARIO MARTINEZ III	CAROL ROSE MARTINEZ		101 NAVARRE DR	MIAMI SPRINGS	FL	33166-5805	USA
MARK FREDENBURGH	INGRID FREDENBURGH		273 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
MARK S HERNANDEZ	CHARLES J HUTCHINGS &W SALLY M		1120 QUAIL AVE	MIAMI SPRINGS	FL	33166-3136	USA
MAYRA S CORDES			111 NAVARRE DR	MIAMI SPRINGS	FL	33166-5805	USA
MIGUEL A BECERRA JR			53 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
MIGUEL VEIZAGA	FRIDA AMANDA FOLKESSON		233 NAVARRE DR	MIAMI SPRINGS	FL	33166	USA
MING HORNG YIN TRS	MING HORNG YIN AND CHIU SHIOW	PAN REV TR AGMT	41 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
MORNINGSIDE DRIVE PROERTY LLC			16255 SW 89 CT	PALMETTO BAY	FL	33157	USA
NIHAL B PERERA TR	PERERA LIVING TRUST		217 DUVAL DR	MIAMI SPRINGS	FL	33166-5867	USA
NINFA E OCAMPO			461 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
NIRMAL RAMA NATHAN	JESSICA MATOS		77 PALMETTO DRIVE	MIAMI SPRINGS	FL	33166	USA
ONIX LEBRON &W SONIA			225 NAVARRE DR	MIAMI SPRINGS	FL	33166-5817	USA
OSARENKHOE INNEH	SARA INNEH		239 PINECREST DR	MIAMI SPRINGS	FL	33166	USA
OSWALDO M ADRIAN PINEDA	AGNEDY J SANCHEZ BENITEZ		480 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
PALMETTO BRIDGE LLC			3921 ALTON RD #300	MIAMI BEACH	FL	33140	USA
PEDRO A CELIN	MARTHA CELIN	MICHAEL H ANDREOLI	1741 APACHE ST	MIAMI SPRINGS	FL	33166	USA

PHILIP M ROY	MARIBEL FREIRE		444 GLEN WAY	MIAMI SPRINGS	FL	33166	USA
RAM MIAMI SPRINGS LLC	C/O LEASING OFFICE		4156 NW 21 AVE	OAKLAND PARK	FL	33309	USA
RAMON VALDES-DENIS &W CAROLINA			240 PALMETTO DR	MIAMI SPRINGS	FL	33166-5822	USA
RANDALL LEE RAKESTRAW TRS	RANDALL LEE RAKESTRAW AND CYNTHIA	SUSAN DWYER REV LIVING TRUST	300 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
RANDALL MCGEE &W JOELL			PO BOX 660322	MIAMI	FL	33266	USA
RENE GONZALES CAMACHO			1743 WESTWARD DR	MIAMI	FL	33166	USA
RICHARD C HITCHNER &L C HOGAN			257 REINETTE DR	MIAMI SPRINGS	FL	33166-5834	USA
RICHARD FERNANDEZ			128 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
ROBERTO J ORTIZ &W KATHLEEN R			225 DUVAL DR	MIAMI SPRINGS	FL	33166-5867	USA
ROEL RODRIGUEZ	CONSUELO RODRIGUEZ		456 CURTISS PKWY	MIAMI SPRINGS	FL	33166	USA
ROGELIO DEL RIO TRS	ROGELIO DEL RIO AND	TERRY ANNETTE DEL RIO REVOCABLE	225 REINETTE DR	MIAMI SPRINGS	FL	33166	USA
ROLANDO R ESTRADA	IVANA S ESTRADA		249 DUVAL DR	MIAMI SPRINGS	FL	33166	USA
ROSA SUAREZ			549 CURTISS PKWY	MIAMI SPRINGS	FL	33166-5201	USA
ROY APPLEGATE &W MARIE			249 NAVARRE DR	MIAMI SPRINGS	FL	33166-5817	USA
SELF HELP CREDIT UNION			301 W MAIN ST	DURHAM	NC	27701	USA
STEVEN J DE RENZO	GISEL GONZALEZ DE RENZO		65 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
TERRI MARGOLIS			400 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
VICTOR CUETO JR	VIVIAN GONZALEZ CUETO		117 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
VINCENT MEDEL			330 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
VIRGINIA PINO	JESUS A BRITO		161 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA
WILLIAMS S BURNETT &W LINDA A			153 NAVARRE DR	MIAMI SPRINGS	FL	33166-5805	USA
XENIA E PEREZ			179 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
YDELMA REYES	MIRTA MORALES		189 MORNINGSIDE DR	MIAMI SPRINGS	FL	33166	USA
YURISAN RIOS			256 PALMETTO DR	MIAMI SPRINGS	FL	33166	USA

157 CURTISS PARKWAY LLC
3100 SW 109 CT
MIAMI, FL 33165

264 NAVARRE LLC
264 NAVARRE DR
MIAMI SPRINGS, FL 33166

265 REINETTE DR LLC
532 PALMETTO DR
MIAMI SPRINGS, FL 33166

371 PARK BUILDING LLC
7055 SW 84 AVENUE
MIAMI, FL 33143

ADRIANA M STEFFEN
STEVEN J STEFFEN
264 PALMETTO DR
MIAMI SPRINGS, FL 33166

ALAN O BRYANT
520 GLEN WAY
MIAMI SPRINGS, FL 33166-5231

ALBA RODRIGUEZ
260 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

ALBERTO CRUZ
44 PALMETTO DR
MIAMI SPRINGS, FL 33166-5808

ALEC MITCHELL SANCHEZ
ANA VICTORIA SOSA SANCHEZ
519 CURTISS PKWY
MIAMI SPRINGS, FL 33166

ANA TOSCA
241 REINETTE DR
MIAMI SPRINGS, FL 33166-5834

ANDREW KARL OBERMANN
481 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

ANGEL A QUESADA &W
MONICA AMOR
100 AZURE WAY
MIAMI SPRINGS, FL 33166-5279

AZURE WAY INVESTMNETS LLC
175 FOUNTAINBLEAU BLVD STE 1R
DORAL, FL 33172

BETHSAIDA E MEJIA BONILLA
JOEL ALBERTO RODRIGUEZ WILLS
144 PALMETTO DR
MIAMI SPRINGS, FL 33166

BETTY E COE LE
REM DEBRA COE DANLUCK
REM TINA DOWELL
101 HIBISCUS DR
MIAMI SPRINGS, FL 33166-5232

CARL L DAHLBERG &W SHIRLEY ANN
431 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166-5803

CARLOS A CARRILLO JR
NATALIE L QUILES DE CARRILLO
222 PALMETTO DRIVE
MIAMI SPRINGS, FL 33166

CARLOS GABRIEL DE CHENE
RHAIZZA YLEYAN VILLARREAL
380 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

CARMEN CADENAS LE
REM CARMIN TAKEUCHI
REM JORGE E CADENAS
60 PALMETTO DR
MIAMI SPRINGS, FL 33166

CHARLES GARCIA
JESSIKA MARIA FONTEBOA
224 NAVARRE DR
MIAMI SPRINGS, FL 33166

CHARLES J HUTCHINGS &W SALLY M
1120 QUAIL AVE
MIAMI SPRINGS, FL 33166

CHRISTIAN SALDANA
241 DUVAL DR
MIAMI SPRINGS, FL 33166

CLAUDIA MARCELA BARCO
241 PALMETTO DR
MIAMI SPRINGS, FL 33166

CONNOLLY GLEESON DSOUZA
189 PALMETTO DR
MIAMI SPRINGS, FL 33166

CURRENT PROPERTY OWNER
50 AZURE WAY
MIAMI SPRINGS, FL 33166

CURRENT PROPERTY OWNER
248 NAVARRE DR
MIAMI SPRINGS, FL 33166

CURRENT PROPERTY OWNER
224 CURTISS PKWY
MIAMI SPRINGS, FL 33166

CURTISS BUILDING LLC
62900 OVERSEAS HIGHWAY #16
MARATHON, FL 33050

DAVID LOPEZ
SUSELL MICHEL
141 PALMETTO DR
MIAMI SPRINGS, FL 33166

DEBORAH GOMEZ DEMOLINA TRS
DENISE CAPPELLETTI
114 HIBISCUS DR
MIAMI SPRINGS, FL 33166

DEBRA ANN HUGHES
483 CRESCENT DR
MIAMI SPRINGS, FL 33166-5801

EDDIE TRUJILLO &W MARIJULIA
257 NAVARRE DR
MIAMI SPRINGS, FL 33166-5817

EDGAR E MANSILLA
SURAMA YAMEILY TOLEDO MANSILLA
424 CURTISS PKWY
MIAMI SPRINGS, FL 33166

EGM HOLDINGS GROUP INC
4920 NW 165 ST
MIAMI LAKES, FL 33014

ELIZABETH JEAN LLC
1510 NW 86 TER
PEMBROKE PINES, FL 33024

ELSA L SAAVEDRA
529 CURTISS PARKWAY
MIAMI SPRINGS, FL 33166-5201

ERIC H RICHEY
ADA R RICHEY
224 REINETTE DR
MIAMI SPRINGS, FL 33166

ERIC VIDAL
431 CURTISS PKWY
MIAMI SPRINGS, FL 33166

ERINN E COLLINSWORTH
464 GLEN WAY
MIAMI SPRINGS, FL 33166-5229

FABIAN PEREZ CRESPO &W MAIBELYS
501 CURTISS PKWY
MIAMI SPRINGS, FL 33166

FAIR HAVENS PROPCO LLC
FAIR HAVENS PHILIPSON TIC MEMBER
I LLC
22 PLEASANT RIDGE RD
SPRING VALLEY, NY 10977

FELIX J GUARDIOLA &W SUSAN
116 PALMETTO DR
MIAMI SPRINGS, FL 33166-5810

FLAVIANE PECCIN
TALAJ DAHIWALE
36 PALMETTO DR
MIAMI SPRINGS, FL 33166

FRANK MARK AICHELMANN
LEA LUCIA FIALHO
164 PALMETTO DR
MIAMI SPRINGS, FL 33166

GEORGE A ALVES
LISETTE M ALVES
240 REINETTE DR
MIAMI SPRINGS, FL 33166

GEORGE ALVES &W LISETTE
240 REINETTE DR
MIAMI SPRINGS, FL 33166-5835

GEORGE H THOMPSON
173 NAVARRE DR
MIAMI SPRINGS, FL 33166

GEORGE S HOBBS II &W JOY
279 PINECREST DR
MIAMI SPRINGS, FL 33166-5864

GRACE LUTHERAN CH OF MIA SPRGS
254 CURTISS PKWY
MIAMI SPRINGS, FL 33166

JACK V PARRISH TRS
BETTY JO PARRISH TRS
JACK V PARRISH
265 NAVARRE DR
MIAMI SPRINGS, FL 33166

JACOBO DELVALLE &W DENISE
585 CURTISS PKWY
MIAMI SPRINGS, FL 33166-5201

JAMES E KEENER
170 MORNINGSIDE DRIVE
MIAMI SPRINGS, FL 33166

JEANNE ELIZABETH MALDEN
JUNE ESABELLA MALDEN
100 PALMETTO DR
MIAMI SPRINGS, FL 33166

JEANNE M RAYMOND
JEAN PIERRE RAYMOND
621 ORIOLE AVE
MIAMI SPRINGS, FL 33166

JEANNETTE CASAL
220 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

JENE ROSSANA SOTO DE MARTINEZ
121 NAVARRE DR
MIAMI SPRINGS, FL 33166

JESSICA TRUJILLO
448 GLEN WAY
MIAMI SPRINGS, FL 33166

JESUS VAZQUEZ
232-40 NAVARRE DR
MIAMI SPRINGS, FL 33166-5818

JMC 1810 INC
510 HUNTING LODGE DRIVE
MIAMI SPRINGS, FL 33166

JOEL CORUJO
CARMEN M DIAZ CORUJO
548 CURTISS PARKWAY
MIAMI SPRINGS, FL 33166

JOHN J CUNNINGHAM
BARBARA Z CUNNINGHAM
137 NAVARRE DR
MIAMI SPRINGS, FL 33166

JORGE MORENO
256 NAVARRE DR
MIAMI SPRINGS, FL 33166-5818

JORGE VEIZAGA &W MARTHA
290 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166-5868

JOSE A ORTIZ
FREDDY J MONTERO
440 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

JOSE F BURGOS
MIRNA BURGOS
350 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

JOSE M DIAZ LE
CARMEN L VELUNZA LE
REM JULIO CESAR DIAZ
219 PINECREST DR
MIAMI SPRINGS, FL 33166-5864

JOSE MIGUEL LOPEZ
VIVIANA STELLA PELAEZ
461 CURTISS PKWY
MIAMI SPRINGS, FL 33166

JOSEFINA MOLAGUERO
PO BOX 661433
MIAMI SPRINGS, FL 33266

JUAN A CALVO
210 DUVAL ST
MIAMI SPRINGS, FL 33166

JUAN BUILES LE
LUZ BUILES LE
REM SANDRA DIAZ
289 PINECREST DR
MIAMI SPRINGS, FL 33166

JUAN ROMERO
224 DUVAL DR
MIAMI SPRINGS, FL 33166

JUDITH ANN MICHELSON
SIGURD DONALD MICHELSON
460 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

LAURA RESTREPO
GERMAN SILVA
500 SW 23 AVE
MIAMI, FL 33135

LILIA M RUMBLEY
OCTAVIO MILLA REYES
RENE FRANCISCO PINEDA MILLA
169 PALMETTO DR
MIAMI SPRINGS, FL 33166

LINDA A BURNETT
153 NAVARRE DR
MIAMI SPRINGS, FL 33166-5805

LINDA H CARLSON
147 CURTISS PARKWAY
MIAMI SPRINGS, FL 33166-5220

LOUISE MACKENZIE LE
REM CHRISTINA L MACKENZIE TRS
REM LOUISE MACKENZIE LIVING TRUST
14035 SIERRA VISTA DR
ORLANDO, FL 32837

MARIO MARTINEZ III
CAROL ROSE MARTINEZ
101 NAVARRE DR
MIAMI SPRINGS, FL 33166-5805

MARK FREDENBURGH
INGRID FREDENBURGH
273 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

MARK S HERNANDEZ
CHARLES J HUTCHINGS &W SALLY M
1120 QUAIL AVE
MIAMI SPRINGS, FL 33166-3136

MAYRA S CORDES
111 NAVARRE DR
MIAMI SPRINGS, FL 33166-5805

MIGUEL A BECERRA JR
53 PALMETTO DR
MIAMI SPRINGS, FL 33166

MIGUEL VEIZAGA
FRIDA AMANDA FOLKESSON
233 NAVARRE DR
MIAMI SPRINGS, FL 33166

MING HORNG YIN TRS
MING HORNG YIN AND CHIU SHIOW
PAN REV TR AGMT
41 PALMETTO DR
MIAMI SPRINGS, FL 33166

MORNINGSIDE DRIVE PROERTY LLC
16255 SW 89 CT
PALMETTO BAY, FL 33157

NIHAL B PERERA TR
PERERA LIVING TRUST
217 DUVAL DR
MIAMI SPRINGS, FL 33166-5867

NINFA E OCAMPO
461 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

NIRMAL RAMA NATHAN
JESSICA MATOS
77 PALMETTO DRIVE
MIAMI SPRINGS, FL 33166

ONIX LEBRON &W SONIA
225 NAVARRE DR
MIAMI SPRINGS, FL 33166-5817

OSARENKHOE INNEH
SARA INNEH
239 PINECREST DR
MIAMI SPRINGS, FL 33166

OSWALDO M ADRIAN PINEDA
AGNEDY J SANCHEZ BENITEZ
480 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

PALMETTO BRIDGE LLC
3921 ALTON RD #300
MIAMI BEACH, FL 33140

PEDRO A CELIN
MARTHA CELIN
MICHAEL H ANDREOLI
1741 APACHE ST
MIAMI SPRINGS, FL 33166

PHILIP M ROY
MARIBEL FREIRE
444 GLEN WAY
MIAMI SPRINGS, FL 33166

RAM MIAMI SPRINGS LLC
C/O LEASING OFFICE
4156 NW 21 AVE
OAKLAND PARK, FL 33309

RAMON VALDES-DENIS &W CAROLINA
240 PALMETTO DR
MIAMI SPRINGS, FL 33166-5822

RANDALL LEE RAKESTRAW TRS
RANDALL LEE RAKESTRAW AND CYNTHIA
SUSAN DWYER REV LIVING TRUST
300 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

RANDALL MCGEE &W JOELL
PO BOX 660322
MIAMI, FL 33266

RENE GONZALES CAMACHO
1743 WESTWARD DR
MIAMI, FL 33166

RICHARD C HITCHNER &L C HOGAN
257 REINETTE DR
MIAMI SPRINGS, FL 33166-5834

RICHARD FERNANDEZ
128 PALMETTO DR
MIAMI SPRINGS, FL 33166

ROBERTO J ORTIZ &W KATHLEEN R
225 DUVAL DR
MIAMI SPRINGS, FL 33166-5867

ROEL RODRIGUEZ
CONSUELO RODRIGUEZ
456 CURTISS PKWY
MIAMI SPRINGS, FL 33166

ROGELIO DEL RIO TRS
ROGELIO DEL RIO AND
TERRY ANNETTE DEL RIO REVOCABLE
225 REINETTE DR
MIAMI SPRINGS, FL 33166

ROLANDO R ESTRADA
IVANA S ESTRADA
249 DUVAL DR
MIAMI SPRINGS, FL 33166

ROSA SUAREZ
549 CURTISS PKWY
MIAMI SPRINGS, FL 33166-5201

ROY APPLEGATE &W MARIE
249 NAVARRE DR
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SELF HELP CREDIT UNION
301 W MAIN ST
DURHAM, NC 27701

STEVEN J DE RENZO
GISEL GONZALEZ DE RENZO
65 PALMETTO DR
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TERRI MARGOLIS
400 MORNINGSIDE DR
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VICTOR CUETO JR
VIVIAN GONZALEZ CUETO
117 PALMETTO DR
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VINCENT MEDEL
330 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

VIRGINIA PINO
JESUS A BRITO
161 PALMETTO DR
MIAMI SPRINGS, FL 33166

WILLIAMS S BURNETT &W LINDA A
153 NAVARRE DR
MIAMI SPRINGS, FL 33166-5805

XENIA E PEREZ
179 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

YDELMA REYES
MIRTA MORALES
189 MORNINGSIDE DR
MIAMI SPRINGS, FL 33166

YURISAN RIOS
256 PALMETTO DR
MIAMI SPRINGS, FL 33166

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCE BY CREATING SECTION 150-180 "CERTIFIED RECOVERY RESIDENCES," TO ESTABLISH REVIEW AND APPROVAL PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provides municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Council of the City of Miami Springs (the "City") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to maintain consistency with state law, implement municipal goals and objectives, clarify regulations, and address specific issues and needs that may arise; and

WHEREAS, the City is committed to ensuring compliance with federal civil rights laws, including the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the American with Disabilities Act, 42 U.S.C. ss. 12131 et seq.; and

WHEREAS, in the early 1970s, the federal government enacted laws for states to develop a continuum of care for individuals and families affected by substance abuse; and

WHEREAS, in response to the federal laws, the Florida Legislature enacted Chapters 396 and 397, F.S., relating to alcohol and drug abuse, respectively; and

WHEREAS, in 1993, the Florida Legislature adopted legislation combining Chapter 396 and 397 of the Florida Statutes into a single law, the "Hal S. Marchman Alcohol and Other Drug Services Act" (the "Marchman Act"), which encourages individuals to seek services on a voluntary basis within the existing financial and space capacities of a service provider; and

WHEREAS, the Department of Children and Families (DCF) is responsible for administering substance abuse and mental health prevention, treatment, and recovery statewide consistent with the Marchman Act; and

WHEREAS, in 2025, the Florida Legislature adopted SB 954, which was signed into law (Chapter 2025-182, Laws of Florida), and which requires local governments to formalize and streamline the review and approval process for applicants seeking

reasonable accommodation from local land use regulations to establish a "certified recovery residence"; and

WHEREAS, the City desires to amend Chapter 150 of the City Code to ensure consistency with the "certified recovery residences" requirements in Section 397.487(15), Florida Statutes; and

WHEREAS, on _____, 2025, at a duly noticed public hearing in accordance with law, the City Council, sitting as the Local Planning Agency reviewed and recommended [approval/approval with modifications/rejection] of the proposed Ordinance; and

WHEREAS, after conducting a public hearing and reviewing the Local Planning Agency's recommendations, the recommendations of City staff, and comments from the public, the City Council finds that the proposed amendments to its Code of Ordinances and Land Development Regulations are in compliance and consistent with Florida law and with its adopted Comprehensive Plan; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:[1]

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

Section 2. Amending Code. That the Code of Ordinances of Miami Springs, Florida, is hereby amended by creating Section 150-180, which said section shall read as follows: *See* Exhibit A attached hereto and incorporated herein.

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

Section 4. Severability. That 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. Codification. That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with yellow highlighted ~~double strikethrough~~ and double underline.

accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

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

PASSED ON FIRST READING on the _____ day of _____, 2025, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2025, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

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

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

Exhibit A

Title XV – LAND USAGE
* * *
Chapter 150 – Zoning Code
* * *
Article XVII. –CERTIFIED RECOVERY RESIDENCES

Section 150-180. Certified Recovery Residences

This Section establishes procedures to formalize and streamline the review and approval process for applicants requesting reasonable accommodation from the City's land use, zoning, and development regulations, and related policies, practices, and procedures to open a certified recovery residence. The City shall process requests for the establishment of certified recovery residences in accordance with the provisions of this Section and make the appropriate determination(s) consistent with applicable federal and state laws including, but not limited to, the Fair Housing Amendments Act (42 U.S.C. ss. 3601 et seq.), and Title II of the American with Disabilities Act (42 U.S.C. ss. 12131 et seq.), and Section 397.487(15)(a), Florida Statutes (collectively, the "Applicable Laws").

(1) *Definitions.*[2] As used in this Section, the following words and phrases shall have the following meanings:

"Certified recovery residence" under this Section means a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.

(a) A Level I certified recovery residence houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.

(b) A Level II certified recovery residence encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.

(c) A Level III certified recovery residence offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support

[2] Refer to sec. 397.311, Florida Statutes for a list of terms and definitions associated with the state substance abuse law.

services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.

(d) A Level IV certified recovery residence is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.

"Certified recovery residence administrator" under this Section means a recovery residence administrator who holds a valid certificate of compliance.

"Community Housing" under this Section means a certified recovery residence offered, referred to, or provided by a licensed service provider that provides housing to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. A certified recovery residence used by a licensed service provider that meets the definition of community housing shall be classified as a Level IV level of support, as described in Section 397.311(5), Florida Statutes.

"Department" under this Section means the City of Miami Springs Planning and Zoning Department.

"Department Director" means the City of Miami Springs Planning and Zoning Director.

"License service provider" under this Section means a public agency, a private for-profit or not-for profit agency, a physician or any other private practitioner licensed under Chapter 397 of the Florida Statutes, or a hospital that offers substance abuse services through one or more licensed service components.

"Recovery residence" under this Section means a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written electronic, or printed means by any person or entity as a residence that provides a peer-supported, alcohol-free living environment.

(2) *Procedure for Processing a Certified Recovery Residence Request.*

a. *Application.* A request by an applicant for establishing a certified recovery residence under this Section shall be submitted in writing to the Department on an application form approved by the City. This form will be maintained by the Department, as amended from time to time. The application shall contain such questions and requests for information as necessary for processing the certified recovery residence application request, including the following:

1. Name and contact information of the applicant or the applicant's authorized representative;

2. Property address, parcel identification number, description of the property, and a survey of the property;

3. Consent of the current owner of the subject property, if the applicant is not the owner of the subject property;

4. A letter of intent identifying the existing zoning district of the property, including any previously approved conditions or modifications;

5. Description of the accommodation requested and the specific regulation or policy from which relief is sought; and

6. Confirm the general location of off-street parking.

b. *Assistance.* The City will provide reasonable assistance to ensure that the process is accessible and that the applicant's request is documented on the form provided by the City. The applicant's request for assistance or meeting shall be made in writing to the Department to ensure that resources and staff are available to guide the applicant through the review and approval process.

c. *Fees.* No fees or costs may be imposed for applications submitted under this section or an appeal of a decision on such application to the City council.

d. *Application completeness and accuracy*. The City shall date-stamp each certified recovery residence application upon receipt. Within five (5) calendar days after receiving such an application, the Department shall confirm receipt of the application using the contact information provided by the applicant. An application will be considered complete by the Department if it is submitted in the required form with all mandatory information and material. This provision does not preclude the identification and correction of information submitted by the applicant after an application is accepted.

(3) *Decision Process.*

a. *Review*. The City must notify the applicant in writing within the first 30 calendar days after receipt of an application, whether additional information is required, and allow the applicant at least thirty (30) calendar days to respond.

b. *Request for Additional Information.*

1. If necessary, within the first 30 calendar days after receipt of the application, the Department Director may request additional information from the applicant, specifying in sufficient detail what information is required. The applicant shall have at least 30 calendar days after the date the information is requested to respond.

2. If the applicant fails to respond to the request for additional information, the Department Director shall deny the request for relief upon the basis that it has been deemed abandoned and/or withdrawn. No further action by the City concerning said relief request shall be required.

c. *Written Decision*.

1. Within sixty (60) calendar days after receipt of a completed application, the Department must issue a final written determination on such application. The determination must:
    i. Approve the request in whole or in part, with or without conditions; or
    ii. Deny the request, stating with specificity the objective, evidence-based reasons for denial, and identifying any deficiencies or actions necessary for reconsideration.
2. If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(4) *Criteria.* The City shall apply the following criteria in considering a reasonable accommodation request for establishing a Certified Recovery Residence:

a. Whether the applicant has established that he/she, or the individual on whose behalf the application was submitted, is protected under applicable laws.
b. Whether the applicant has established that the requested accommodation is reasonable and necessary to afford the disabled individual an equal opportunity to use and enjoy the property.
c. Whether the requested accommodation would impose an undue financial or administrative burden on the City.
d. Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the City.
e. If applicable, whether alternative reasonable accommodations could provide an equivalent level of benefit.

f. Any other relevant criteria under applicable laws.
g. That applicant adheres to all applicable state and federal laws relating to Certified Recovery Residences and can demonstrate the same, inclusive of all required licensures or credentials for operation of a Certified Recovery Residence.
h. That the licensed service provider must have a paid certified employee on call during the time when individuals are at a community housing location, if applicable;
i. That the certified recovery residence operating as Community Housing, which residence is actively managed by a certified recovery residence administrator approved for 100 residents under pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider electing to manage up to 150 residents, shall maintain a service provider personnel-to-patient ratio of 1 to 8 and an onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 10, for a Level IV certified recovery residence;
j. That the certified recovery residence operating as Community Housing, which residence is actively managed by a certified recovery residence administrator approved for 100 residents pursuant to Florida Stautes and is wholly owned or controlled by a licensed service provider electing to manage up to 300 residents, shall maintain a service provider personnel-to-patient ratio of 1 to 8 and maintain onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 6.

(5) *Appeal.* An applicant aggrieved by a decision of the department director under this section may appeal the decision to the City Council notwithstanding any other provisions of the City Code.

a. *Exhaustion required.* A request for relief under this section shall be required prior to any person filing a lawsuit based upon Applicable Laws. Completion of the relief procedures provided herein shall constitute the exhaustion of all administrative remedies available from the City.

b. *Effect while pending.* While an application for relief or appeal of a decision of same is pending before the City, the City will not enforce the subject code, rules, policies, and procedures, except the City may seek injunctive relief if an imminent threat to the health, safety and welfare of the public is present.

(6) *Public hearing.* The Department may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(7) *Revocation.* The Department may revoke a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain licensure required under this section, if not reinstated within 180 calendar days.

(8) *Compliance*. The establishment of a reasonable accommodation process does not relieve the City from its obligations under the Fair Housing Amendments Act (42 U.S.C. ss. 3601 et seq.), and Title II of the American with Disabilities Act (42 U.S.C. ss. 12131 et seq.). The regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(9) *Declarations.* The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to Chapter 718; any cooperative document adopted pursuant to Chapter 719; or any declaration or declaration of covenant adopted pursuant to Chapter 720.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING CHAPTER 93, "WASTE REMOVAL AND PROPERTY MAINTENANCE," OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 93-12, "NON-EXCLUSIVE WASTE REMOVAL FRANCHISE FOR PRIVATE WASTE HAULERS," RELATING TO FRANCHISE FEES, LATE CHARGES, AND INTEREST CHARGES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provides municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Council of the City of Miami Springs (the "City") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to maintain consistency with state law, implement municipal goals and objectives, clarify regulations, and address specific issues and needs that may arise; and

WHEREAS, Section 93-12, "Non-Exclusive Waste Removal Franchise for Private Waste Haulers," of Chapter 93, "Waste Removal and Property Maintenance," provides for the imposition of non-exclusive franchise fees on private waste haulers operating under a non-exclusive franchise and late charges and interest charges against private waste haulers that fail to timely make the non-exclusive franchise fee payment; and

WHEREAS, the Code provides that the non-exclusive franchise fee can only be amended during the budgetary review process and establishes set late charges and interest charges; and

WHEREAS, the City Council desires to amend Section 93-12 of the City Code in order to provide that such non-exclusive franchise fee payments, late charges, and interest charges shall be established by resolution of the City Council in the City's Schedule of Fees; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:[1]

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with yellow highlighted ~~double strikethrough~~ and double underline.

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

Section 2. Amending Code. That the Code of Ordinances of Miami Springs, Florida, is hereby amended by amending Section 93-12, which said section shall read as follows: *See* Exhibit A attached hereto and incorporated herein.

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

Section 4. Severability. That 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. Codification. That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

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

PASSED ON FIRST READING on the _____ day of _____, 2025, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2025, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

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

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

Exhibit A

Section 93-12. Non-exclusive waste removal franchise for private waste haulers.

* * *

(B) *Definitions.* The definitions contained within § 93-01 are specifically incorporated herein in addition to the following:

Monthly gross receipts shall be defined as the entire amount of fees collected by the permit holder, exclusive of state sales tax, from all accounts located within the City during any monthly period.

Non-exclusive franchise. The authority granted to a private waste hauler by City regulatory permit, on an annual basis, to collect and remove waste from commercial and multifamily residential premises in the City.

Non-exclusive franchise fee. The monthly fee to be paid to the City by each private waste hauler granted a non-exclusive franchise by City regulatory permit.

Private waste hauler. Any person, firm, corporation, or other properly organized and recognized business entity that is properly licensed by ~~Metropolitan~~ Miami-Dade County and the City to collect, remove and haul solid waste within the county and the City.

(C) *Establishment of non-exclusive franchise.* The City hereby authorizes the granting of non-exclusive franchises to private waste haulers for the collection and removal of waste from commercial and multifamily residential premises in the City.

(1) *Regulatory permit.* No person, firm, corporation or other properly organized and recognized business entity shall engage in the collection and removal of waste from any commercial or multifamily residential property in the City without first having secured a regulatory permit for such work from the City.

(2) *Conditions for securing permit.* No firm, corporation, or other property and business entity is eligible to apply for a franchise regulatory permit unless it is properly licensed by ~~Metropolitan~~ Miami-Dade County and the City.

(3) The securing of a regulatory permit shall be in addition to any other requirement to obtain any other requirement to obtain any required occupational license.

* * *

(E) *Non-exclusive franchise fee.* Upon being granted a franchise regulatory permit, each private waste hauler shall be required to remit to the City a non-exclusive franchise fee in accordance with the following:

(1) Each permit holder shall pay the City a non-exclusive franchise fee ~~of seven and one-half percent of~~ at a rate established by resolution of the City Council in the

City's schedule of fees, which franchise fee shall be based on the total monthly gross receipts collected during any monthly period.

~~(2) The term *monthly gross receipts* shall be defined as the entire amount of fees collected by the permit holder, exclusive of state sales tax, from all accounts located within the City during any monthly period.~~

(~~3~~ 2) Each permit holder shall, on or before the last day of each month, deliver to the City finance department a true and correct statement of the monthly gross receipts collected during the previous month from its accounts within the City.

(4 3) Each permit holder shall make all non-exclusive franchise fee payments to the City on a monthly basis. The payments shall be directed to the City finance department and shall be received no later than the fifth day of the month following the month for which the monthly gross receipts were collected.

(~~5~~ 4) If the prior month's non-exclusive franchise fee payment is not timely received, the City may impose a late charge ~~of $100.00~~ established by resolution of the City Council in the City's schedule of fees against the permit holder unless the City, in its sole discretion, receives a satisfactory explanation for the delay in making the required payment.

(~~6~~ 5) Each permit holder shall, on or before 30 days following the close of each fiscal year, deliver to the City finance department, a statement of its annual gross receipts generated from accounts within the City, prepared by an independent certified public accountant, reflecting gross receipts received from accounts located within the City for the preceding fiscal year.

(~~7~~ 6) Each permit holder will allow City auditors, during regular business hours after reasonable notice, to audit, inspect and examine the permit holder's fiscal books and records and tax returns, insofar as they relate to City accounts, to confirm compliance with this section.

(~~8~~ 7) In the event any permit holder fails to pay the full non-exclusive franchise fee percentage of the permit holder's total monthly gross receipts, the overdue portion of the fee shall bear interest ~~at the rate of one percent per month~~ on the outstanding balance until paid at a monthly rate established by resolution of the City Council in the City's schedule of fees, and additionally, the permit holder shall have to pay all expenses of collection, including court costs and reasonable attorney's fees.

(~~9~~ 8) In addition to the foregoing, no permit holder shall be permitted to renew its City occupational license unless all non-exclusive franchise fees due under its regulatory permit have been fully paid prior to the time of license renewal.

* * *

~~(J) *Authority to change non-exclusive franchise fee.* The City shall have the authority to increase or decrease the non-exclusive franchise fee amount specified in Section (E) of this section, by City resolution, during the City budgetary review process conducted annually.~~

AGENDA MEMORANDUM

Meeting Date: November 10, 2025

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

Via: J.C. Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: Police Right of Way Fees

Recommendation:

Recommendation by the Police Department that the City Council adopt the accompanying Resolution to revise the existing City Fee Schedule by establishing Right-of-Way Permit Application processing fees and off-duty police service assignment fees.

Purpose

This memo outlines the rationale for proposing an increase in Police Right of Way Fees. Additionally, a $75 Right-of-Way (ROW) Permit Processing Fee is being established to recover administrative expenses associated with processing permits that require police review or coordination. The adjustment is essential to ensure that our services remain sustainable, effective, and aligned with the growing demands of our community.

Background

The Miami Springs Police Department provides off-duty police services for private events, construction projects, and other community activities requiring traffic control or law enforcement presence. The current off-duty fee structure has not been updated in several years and does not fully account for rising personnel and administrative costs.

Additionally, a processing fee is proposed for Right-of-Way (ROW) permits that require police review and coordination. This will help recover staff time spent reviewing, processing, and scheduling police services associated with these permits.

Rationale for Fee Increase

1. **Personnel and Operational Costs:**
   Increases in personnel expenses and associated benefits justify an update to hourly off-duty rates to maintain fair compensation and continued officer participation.
2. **Administrative Support:**
   The proposed $75 ROW Permit Processing Fee will cover the administrative workload associated with coordinating permit-related police activities, including scheduling officers and verifying site plans for safety compliance.
3. **Benchmarking Against Neighboring Jurisdictions:**
   A review of comparable agencies shows our current rates are below average. Updating them will bring the department in line with regional standards.
4. **Sustaining Quality and Safety:**
   These adjustments ensure the department can continue providing reliable and professional off-duty police services without impacting on-duty operations or public safety resources.

Conclusion

Updating the Police Department's Off-Duty Fee Schedule and establishing the ROW Permit Processing Fee are necessary steps to ensure the program's sustainability and efficiency. These revisions will help recover costs related to personnel, administration, and public safety coordination while keeping rates consistent with neighboring jurisdictions.

Respectfully,



Submission Date and Time: 11/5/2025 6:48 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Police Department	**Dept. Head:**	**Dept./ Desc.:** N/A
Prepared by: Ariadna Quintana	**Procurement:**	**Account No.:** N/A
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:** N/A
Budgeted/Funded ☐ Yes ☐ No	**City Manager:**	**Amount previously approved: $**
		Current request: $ N/A
		Total vendor amount: $ N/A

RESOLUTION NO. 2025-_____

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

WHEREAS, the City of Miami Springs (the "City") maintains a Schedule of Fees ("Fee Schedule"); and

WHEREAS, Section 151-07 of the City's Code of Ordinances ("Code") provides that a current schedule of charges for building, plumbing, electrical, mechanical, and other related permit fees shall be approved from time to time by resolution of the City Council after submission for their approval by the City administration; and

WHEREAS, on November 10, 2025, the City Council adopted an Ordinance on Second Reading amending Section 96-26 of the City Code in order to revise right-of-way permit application requirements when police off-duty services are required; and

WHEREAS, the City Manager recommends amending the Fee Schedule to formally establish a right-of-way permit application fee and related police off-duty assignment rates, as set forth in the further detail in the amended Fee Schedule attached hereto as Exhibit "A"; and

WHEREAS, the City Council has reviewed the proposed amended Fee Schedule attached hereto as Exhibit "A" and has determined that the amended Fee Schedule is both fair and appropriate; and

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

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

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

Section 2. Approval of Amended Fee Schedule. That the City Council hereby approves the amended Fee Schedule attached hereto as Exhibit "A."

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

and provisions of this Resolution.

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

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

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

PASSED AND ADOPTED this 10th day of November, 2025.

_____
Dr. Walter Fajet
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

CITY OF MIAMI SPRINGS

201 Westward Drive

Miami Springs, Florida 33166

Building Processing Department

FEE SCHEDULE

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SCHEDULE OF CHARGES FOR BUILDING, PLUMBING, ELECTRICAL, MECHANICAL AND OTHER RELATED PERMITS AND FEES

BUILDING PERMITS FEES:

1. **General maintenance and repairs.** Refer to City Code Section 151.04 (H).

2. **Upfront Processing Fee.** When the building permit is received, the applicant shall pay an "upfront" processing fee equal **($3.00)** for each one hundred (100) square feet, or fractional part thereof, or **($3.00)** for each **($1,000.00)** of estimated valuation, or fractional part thereof. This processing fee is not refundable but shall be credited towards the final building permit fee.

3. **Structural Processing Fee.** When a building permit application requires review by the structural plans processor, a non-refundable fee of **($100)** shall be added to the upfront fee on residential permits and **($150)** for Commercial permits**.** Subsequent reviews required shall be charged at the same rate per review. Special reviews or reviews that require extra time shall be charged at as per hour rate for the structural engineer.
   - A fee of **($50)** shall be charged for window, door, and shutter replacement permits.
   - No fees shall be charged for up to two item submittals of a window, door or shutter permits.

4. **New Construction or Additions Fee.** The permit fee for general or new construction shall be as follows:
   A. **New residences, and additions to residential property:**
      - Per **$1.00** of estimated cost or fractional part….**($0.03)** (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual)
      - Minimum fee: **$150.00**

   B. **Office buildings, duplexes, hotels, apartments, condominiums, store buildings or any other commercial or multiple family zoned properties, tenant improvements, interior alterations, parking garages, warehouses with minimum office space, commercial swimming pools:**
      - Per **$1.00** of estimated cost or fractional part…. **($0.04)** (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual)
      - Minimum fee: **$150.00**

   C. **Valuation.** The method of determining minimum valuation on which permits are based as covered above shall be established by the **Building Official** in conjunction with the Dade County Office of Code Compliance. (Chapter 8, Section 8-12)

5. **General.** The permit fee for general construction shall be based on (3%) of the estimated cost for Residential Properties. For Commercial Properties the permit fee for general construction shall be based upon a tiered valuation schedule as follows: (4%) for the first $5,000,000.00 of estimated costs; an additional (3%) for the estimated costs between $5,000,000.01 and $10,000,000.00; and an additional (2%) for the estimated costs over $10,000,000.01. The minimum permit fees shall be as follows:

   A. Concrete patios, driveways, concrete steps, walkways, parking lots, tennis courts and landscaping (residential or business):
      - Minimum fee: **$180.00**
      - **($0.18)** per sq. ft. or fractional part thereof
   B. Wood decks, screen enclosures, and aluminum roofs:
      - Minimum fee: **$180.00**
      - (**$0.75**) per sq. ft. or fractional part thereof.
   C. Awnings, canopies, window, shutters, gates, wrought iron grills, doors and garage doors (residential or business):
      - Minimum fee: **$150.00**
      - **($4.38)** per each item or fractional part thereof.
   D. Roof and roof repairs, general repairs over $300.00 (residential or business):
      - Minimum fee: **$125.00**
      - Flat & Shingle **($0.15)** per sq. ft. or fractional part thereof.
      - Tile & Metal **($0.20)** per sq. ft. or fractional part thereof.
   E. Air conditioning screens, aluminum fences, wood fences (residential or business):
      - Minimum fee: **$150.00**
      - **($0.81)** per LN. FT. or fractional part thereof.
   F. Wrought iron fences, metal or aluminum picket fences, and railings (residential or business):
      - Minimum fee: **$150.00**
      - **($1.06)** per LN. FT. or fractional part thereof.
   G. Masonry fences and retaining walls:
      - Minimum fee: **$180.00**
      - **($2.00)** per LN. FT. or fractional part thereof.
   H. Chain link fences (residential or business):
      - Minimum fee: **$125.00**
      - **($0.38)** per LN. FT. or fractional part thereof.
   I. Signs:
      - Minimum fee: **$150.00**
      - **($2.50)** per sq. ft. or fractional part thereof.
      - Contractor Signs: **$25.00**
      - Window signs:**$50 (minimum fee not applicable)**
   J. Housing and building moving:
      - Per building or structure: **$125.00**
      - For each 100 sq. ft. or fractional part thereof: **($12.50)**
   K. Demolition (residential or business):
      - Minimum fee: **$150.00**
      - **($0.06)** per sq. ft. or fractional part thereof.
   L. Utility sheds
      - Per building or structure: **$125.00**

6. **Alterations and Repairs Fee:**
   A. (Single family residential zones):
      - Minimum fee: $125.00
      - Per **$1000.00** of value or fractional part thereof: **($30.00)**
   B. (Commercial or multiple family zones):
      - Minimum fee: **$125.00**
      - Per **$1000.00** of value or fractional part thereof: **($40.00)**

7. **Minimum Permit Fee:**
   A Minimum Permit shall be allowed in cases where the value of the job is below $500, and the Permit requires only one review and one inspection. Such Permit shall have a fee of fifty dollars **($50.00**). Minimum Permits must have the prior approval of the Building Official, Director of Building and Code Compliance, or his/her designee.

8. **Miscellaneous Fees. The City shall charge and collect the following fees for re-inspection, double permits, lost plans, revised plans, and second re-inspection fees, to wit:**
   A. **Re-inspection fees.** Refer to Code Section 151.06(B)(1).
   B. **Double fees.** When work for which a permit is required is commenced prior to the obtaining of a permit, the permit applicant shall be required to pay ($100.00) plus a double permit fee. The payment of the required fee shall not relieve them from being subject to any of the penalties therein. The double fee requirements shall be applicable to all divisions of the Building Department as noted herein.
   C. **Lost plan fee.** When plans for new buildings and additions are lost by the owner or the contractor, a recertification will be required to review, stamp, and approve a new set of plans as a field copy. The fee shall be (**30%)** of the original building permit fee up to a maximum of **($500.00).** The lost plan fee shall never be lower than **($100.00).**
   D. **Revisions to existing plans.** A fee for reviewing plans (after approval of initial plans) shall be **($75.00)** per sheet and/or per trade, with a minimum fee of **($25.00).**
   E. **Extension of permit prior to expiration**. A fee of **($100.00)** shall be paid by the permit holder who submits a written request for a permit extension to the Building Official.
   F. **Renewal of expired permit.** A minimum fee of **($125.00)** shall be applied for those permits that only require a final inspection. When a permit has become null and void pursuant to the Florida Building Code, a credit of fifty percent (50%) of the permit fee shall be applied to any re-application (Renewal) fee for a permit covering the same project and involving the same plans, provided that the complete re-application is made within six (6) months of the expiration date of the original permit, and provided that no refund had been made as provided in this Section.
   G. **Shop drawing review.** A fee of **($17.50)** per sheet shall be charged for reviewing shop drawings.
   H. **Certificate of occupancy and certificate of completion. ($250.00)** each.
   I. **Temporary certificate of occupancy and temporary certificate of completion. ($125.00)** each. Failure to renew temporary certificate of occupancy or temporary certificate of completion (**$125.00)**.
   J. **Permit card replacement** shall carry a fee of **($30.00).**
   K. **Change of contractor.** The fee for a change of contractor shall be **(25%)** percent of the original base permit fee when the job is up to fifty percent complete as determined by the City Building Official. The fee for a change of contractor shall be **(20%)** percent of the original base permit fee when the job is between fifty-one and seventy five percent

complete as determined by the City Building Official. The fee for a change of contractor shall be **(10%)** percent of the original base permit fee when the job is between seventy- s i x and one hundred percent complete as determined by the City Building Official. Notwithstanding the foregoing fee, other miscellaneous fees set forth in this Schedule of Charges may also be applicable in the sole and exclusive discretion of the City Building Official.

L. **Thirty-Year Recertification fee.** For every application for thirty-year recertification under section 104.9, Florida Building Code, there shall be paid to the City, for the processing of each application, a fee of **($350.00).** For every application for subsequent recertification at ten-year intervals thereafter, there shall be paid to the City, for the processing of each application, a fee of **($200.00).** For every recertification extension application, there shall be paid to the City, for the processing of each application, a **($200.00)** fee.

M. **Courtesy inspection fee.** When a homeowner requests that a courtesy inspection be performed by a code enforcement officer in order to establish if any City Code violations exist, and a written report is prepared, a fee of one hundred twenty-five dollars **($125.00**) shall be paid to the City. A fee of **($50.00)** shall be assessed for a verification inspection required to close-out and/or cancel an expired permit.

N. **Change of use and occupational license inspection.** Whenever a new occupational license or new occupancy is applied for, a fee of **($125.00)** shall be paid to the City for inspection of the premises prior to the issuance of said license. This fee is nonrefundable and does not apply towards the licensing fee.

O. A fee of **($25.00)** shall be charged for the preparation and submission of any **letters requested** by any citizen or third party regarding any building information on any property in the city.

P. A fee of fifty cents **(.50)** per $1,000 job cost, or fractional value of work to be done as has been mandated by Dade County Code Compliance Office under County ordinance 91-74. This **code compliance fee** shall be in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non-refundable.

Q. A fee of one cent **(.01)** per square foot shall be paid to the City for the purpose of **Radon Surcharge** as mandated by the State of Florida Department of Business Regulation and the Department of Health and Rehabilitation Services under Florida Administrative Code Section 468.631 and Section 10D-91.1314, respectively, in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non- refundable.

R. **Construction completion bond** in the amount of **$250.00** shall be assessed on every permit which is valued in excess of $2500.00. This bond will be refunded upon the approval of the final inspection or upon the issuance of a certificate of completion or certificate of occupancy.

S. **Special Project Fees**. The Building Official or designee has the authority to invoice for reimbursement of actual costs on projects requiring services not provided for in the current fee schedule. The invoice will be based on the estimated time needed for the project times the current hourly rate of the Building Official or his designee.

T. **Conditional Re-Occupancy Agreement**-**$500**

U. **Conditional Code Compliance Agreement**-**$500**

V. **Unsafe Structures Board Filing $500 plus costs** (as billed by the Unsafe Structures Board)

W. **Technology Fee:**

A technology fee of 10% of the total Building permit fee shall be assessed to each permit to enhance the city's ability to provide state-of-the-art technology to its Building Department customers.

X. **Scanning Fee.** A fee charged per page for cost recovery of digitizing permit drawings for electronic plan review:
   - Small sheets "11x17 or smaller" shall be charged at **($1.00 per page)**
   - Large sheets "18x24 or larger" shall be charged at **($3.00 per page)**

Y. **After Hours Inspection Fee/Expediate Review.** Inspections/Expediate Reviews scheduled before/after working hours, weekends and/or holidays shall be paid in advanced.
   - Residential: ($150.00 per inspection/review)
   - Commercial: ($250.00 per inspection/review)

9. Refunds. The refunding of any permit fees shall be as follows:

A. There shall be no permit fees refunded for completed permitted work.

B. The Building Director may recommend the refund of 80% of all refundable permit fees so long as no work has commenced within 90 days of permitting and no permits have been void. However, the fee collected for the examination of plans and specifications shall not be refundable.

C. If at any time a permit is canceled for any reason, at such time as a new permit is requested a complete processing of plans and permit fee shall be required to include reviews by all required trades and applicable boards.

ELECTRICAL PERMIT FEES:

1. Minimum fee $125.00

A. Temporary service for testing purposes, construction..... **$62.50**
(Plus fees listed below for 101 amps & over)

B. Service repair and/or meter change (adding 3rd phase) **$50.00**

C. Temporary for testing, for a period of 30 days..... **$50.00**

D. Renewal, for additional 30 days **$50.00**

E. Signs (each) **$50.00**

2. Services. In addition to the foregoing the following fees shall be charged for each service and each feeder (feed rail):

A. 100 amps and under **$37.50**

B. 101 amps thru 200 amps **$43.75**

C. 201 amps thru 400 amps **$50.00**

D. 401 amps thru 600 amps **$62.50**

E. 601 amps thru 800 amps **$68.75**

F. For each 100 amps over 800 amps **$6.25**

3. Switchboards. Fees are the same as the fees under "services" computed on amps, as set forth in (2.) above.

4. Rough wiring outlets. (light, receptacle, switch, sign and also telephone and other low voltage outlets):

A. 1-10 outlets **$25.00**

B. Each additional outlet **$2.50**

5. Low voltage systems. Items listed below but, not limited to:

A. Fire alarm or intercom systems, each device **$37.50**
(**Security alarms do not require a permit)**

B. Fire alarm and/or fire pump test, per hour **$62.50**

6. Equipment outlets or permanent connections:

A. Air conditioners, window and through wall units **$12.50**
B. Compactor..... **$12.50**
C. Deep freezer..... **$12.50**
D. Dishwasher..... **$12.50**
E. Dryer **$12.50**
F. Fan..... **$12.50**
G. Garbage disposal..... **$12.50**
H. Heat recovery..... **$12.50**
I. Oven..... **$12.50**
J. Range/range top **$12.50**
K. Refrigerator (domestic)..... **$12.50**
L. Refrigerator (commercial per HP, see motor schedule)..... **$12.50**
M. Space heater **$12.50**
N. Time clock **$12.50**
O. Washing machine..... **$12.50**
P. Water heater-boiler (electrical)..... **$12.50**

7. Air conditioners, central, per ton $8.75

8. Clear violations inspection, new tenants $62.50

9. Motors:

A. Up to 5 HP **$12.50**
B. 5 HP - 10 HP **$37.50**
C. Over 10 HP (additional per HP)..... **$2.50**

10. Generators, transformers, commercial heating equipment and strip heaters:

A. Up to 5 KW **$12.50**
B. Up to 10 KW **$20.00**
C. 10 KW - 25 KW, each..... **$37.50**
D. Over 25 KW, each..... **$62.50**
E. Transformers for X-rays **$22.50**

11. Welding machine outlets:

A. Up to 50 amps **$25.00**
B. Each additional 50 amps or fraction thereof **$12.50**

12. Special purpose outlets, commercial: Popcorn, doughnut, drink machines; coin-music machines; toasters; coffee urns; espresso machines; deep fryers; telephone booths; refrigerator display cases; etc., **$25.00** each.

13. Temporary work on circuses, carnivals, outdoor events...

A. Minimum Fee **$187.50**

14. Fixtures:

A. Lights:
- 1 - 10 sockets **$12.50**
- 1 - 10 fluorescent tubes **$12.50**

B. Each additional..... **$1.25**
C. Lighting fixture "heads", each..... **$8.75**
D. Flood lights or light standards, each **$12.50**
E. Parking lot lights, mercury vapor or quartz, charge per light..... **$12.50**

15. Plug mold and strip lighting:

A. First 10 feet or fractional part thereof **$31.25**
B. Each 5 feet or fractional part thereafter **$3.75**

16. Minimum permit fee including repair work not elsewhere classified **$125.00**

17. **Satellite Antenna grounding**.....**$62.50**
18. **Demolitions; removal of electrical circuits, per floor**.....**$43.75**
19. Swimming pools, spas and hot tubs:
    A. Residential.....**$125.00**
    B. Commercial.....**$125.00**
    C. Residential pool & spa combination.....**$125.00**
20. **Photovoltaic & Solar Thermal Systems**.
    The permit fee for photovoltaic and solar thermal systems shall be based on **(3%)** of the estimated cost, with a minimum fee of **($180.00)**.

PLUMBING PERMIT FEES:

1. **Residential/commercial (new construction, additions, alterations).**
   Minimum fee......**$125.00**
   A. Rough and set at eight dollars and seventy-five cents **($8.75)** rough-in, eight dollars and seventy-five cents **($8.75)** set on each fixture listed below if part of the same permit application. Including, but not limited to, bathtub, bidet, dishwasher, disposal, drinking fountain, floor drain, lavatory, laundry tray, clothes washer, shower, sink, urinal, water closet indirect wastes, icemaker, and water heater.
   B. Items not covered under minimum fee schedule shall be priced at a minimum per-unit or fixture rate of seventeen dollars and fifty cents **($17.50)** eight dollars and seventy-five cents **($8.75)** rough-in, eight dollars and seventy-five cents **($8.75)** set.
2. **Water treatment plants, sewage treatment plants and lift stations.**
   A. First $1,000.00 value or fractional part thereof.....**$93.75**
   B. Each additional $1,000.00 value or fractional part thereof **$31.25**
3. Natural gas and liquefied petroleum rough and set at eight dollars and seventy-five cents **($8.75)** rough-in, eight dollars and seventy-five cents **($8.75)** set on each fixture if parts of the same permit application. (See minimum fee above.)
4. Grease trap **$43.75**
5. Interceptor.....**$43.75**
6. Wells.....**$43.75**
7. Sewer connection **$43.75**
8. Water service.....**$43.75**
9. Sewer capping.....**$43.75**
10. Septic tank.....**$62.50**
11. Soakage pit.....**$43.75**
12. Catch basin.....**$31.25**
13. Interceptor-grease-oil.....**$43.75**
14. Solar water heaters, installation or repair.....**$43.75**
15. Heat recovery systems.....**$43.75**
16. Pool piping **$43.75**
17. Drain field.....**$43.75**
18. Pump and abandon septic tank **$43.75**
19. Roof drains & area drains **$43.75**
20. Lawn Sprinkler System.....**$43.75**
21. Back-flow prevention device:
    A. Up to 2" (inches).....**$43.75**
    B. Over 2" (inches).....**$62.50**

22. Fire Sprinklers:

A. Each Siamese.....**$31.25**
B. Each Post Indicator Valve.....**$31.25**
C. Each RoofManifold.....**$31.25**
D. Each Fire Pump.....**$43.75**
E. Each Sprinkler Head.....**$0.94**
F. Connection to municipal water supply.....**$31.25**

MECHANICAL PERMIT FEES:

The building department shall charge and collect for mechanical permits at the following rate:

1. **Air conditioning and refrigeration:**
   - Minimum fee.....**$125.00**
   - Per ton or fractional part of ton.....**$15.00**
2. **Condensate drains:**
   - First.....**$15.00**
   - Each additional.....**$6.25**
3. **Heating units:**
   A. First 5 units, each unit.....**$31.25**
   B. Each unit thereafter.....**$18.75**
   C. Each and every unit capable of heating; furnaces and heating equipment, including commercial dryers, ovens, and other fired objects not elsewhere classified. Includes all component parts of the system except fuel and electric lines.
      - For the first 200,000 BTU or fractional part.....**$43.75**
      - For each additional 100,000 BTU or fractional part.....**$25.00**
      - Ductwork:
        - first **$1,000.00** value.....**$43.75**
        - each additional **$1,000.00** value or fractional part thereof.....**$15.00**
4. **All spray booths:**
   A. For the first 300 sq. feet or fractional part thereof.....**$250.00**
   B. Each additional 100 sq. feet or fractional part thereof.....**$125.00**
5. **Boilers and pressure vessels:**
   A. Rated capacity first 200,000 BTU.....**$125.00**
   B. Each additional 100,000 BTU's.....**$25.00**
   (Tons = BTU's divided by 12,000)
   C. Steam boilers, each.....**$125.00**
   D. Hot water boilers (same), each.....**$125.00**
   E. Miniature boilers (same), each.....**$62.50**
   F. Steam driven prime movers, each.....**$62.50**
   G. Steam actuated machinery, each.....**$18.75**
   H. Unfired pressure vessels; operating at pressures in excess of 60 psi and having a volume of more than 5 cu. ft.....**$50.00**
      a. Fee for periodic inspections of steam boiler (semi-annual, internal and external):
      - Semiannual internal inspection.....**$37.50**
      - Semiannual external inspection.....**$62.50**
      - Hot water boilers, annual.....**$62.50**
      - Unfired pressure vessel, annual.....**$62.50**
      - Miniature boilers, semiannual, each inspection.....**$43.75**
   I. Certificate of inspection, (conducted by an independent agency).....**$62.50**
   J. Processing by mechanical inspector.....**$130.00**
6. **Internal combustion engines:**

- Up to 50 KVA **$125.00**
- Each additional 5 KVA or fractional part thereof..... **$25.00**

7. **Pressure piping:**
   - First $1,000.00 ..... **$62.50**
   - Each additional $1,000 or fractional part thereof **$31.25**
8. **Cooling tower:**
   - Up to 10 tons..... **$62.50**
   - Each additional 10 tons or fractional part thereof **$18.75**
9. **Ventilation and ventilation systems:**
   - Up to $1,000.00 in value **$43.75**
   - Each additional 10 tons or fractional part thereof **$18.75**
10. **Fireplace (each) $62.50**
11. **Bath fans, vented:**
    - First **$18.75**
    - Each additional..... **$12.50**
12. **Vented kitchen hoods, residential..... $31.25**
13. **Storage tanks for flammable liquids (gas), per tank..... $50.00**
14. **Piping for flammable liquids:**
    - First **$1,000.00** in value..... **$62.50**
    - Each additional **$1,000.00** or fractional part thereof..... **$31.25**
15. **Chemical fire suppression system (each) $62.50**
16. **Commercial hoods and fans (each) $93.75**
17. **Exhaust fans/power vents (each)..... $43.75**
18. **Unfired pressure vessels (each)..... $43.75**
19. **Yearly smoke evacuation test..... $250.00**

PORTABLE STORAGE UNITS FEE:

1. **Portable Storage Units (PSU) $50.00**
2. **PSU Renewal..... $25.00**
3. **Permit fee for PSU shall be waived by the Building Official when a current Building Permit has been obtained on for the same property address.**

PLANNING AND ZONING FEES:

Public Hearings				
Code Section	**Process**	**Type**	**Filing Fee**	**Cost Recovery Deposit***
150-103	**Zoning and Planning Board**	**Privately initiated process (PIP)**	**$250**	**$2,000**
150-112	**Board of Adjustment**	**PIP**	**$250**	**$2,000**
150-114.5	**Advertising and Notification**	**PIP**	**n/a**	**At cost and covered by Cost Recovery**
150-114.5	**Re-advertising and Re-notification**	**Applicant requested deferral**	**n/a**	**At cost and covered by Cost Recovery**

Comprehensive Plan and Zoning Code Changes				
Code Section	Process	Type	Filing Fee	Cost Recovery Deposit*
150-114	Zoning Map Change	PIP	$250	$3,000
150-104	Zoning Code (Text) Change	PIP	$250	$5,000
150-021	Interpretation of Zoning Code	PIP	$100	$1,000
	Comprehensive Plan Map (FLUM) Change	PIP- small scale	$500	$5,000
	Comprehensive Plan Map (FLUM) Change	PIP - large scale	$500	$10,000
	Comprehensive Plan Text Change	PIP	$500	$10,000
Subdivision of Land				
Code Section	Process	Type	Filing Fee	Cost Recovery Deposit*
150-119 150-020	New Plat/Replat	PIP-tentative	$500	$7,000
		PIP-final	$500	$3,000
	Waiver of Plat	PIP	$500	$1,500
Development Review				
Code Section	Process	Type	Filing Fee	Cost Recovery Deposit*
150-070.1 150-164	Pre-Application Meeting	PIP-all applicable processes	$150	$1,000
	Site Plan Approval	PIP	$500	$10,000
	Site Plan Amendment	PIP	$500	$5,000
150-045 150-070	Conditional Use	PIP	$500	$3,000
Variances and Appeals				
Code Section	Process	Type	Filing Fee	Cost Recovery Deposit*
150-112 150-015 93-51	Variance	PIP-residential PIP-non-residential	$350 $350	$3,000 $5,000
		PIP-commercial vehicle parking	$50	$350
		PIP-color palette	$50	$1,500
150-111	Appeals	PIP-residential PIP-non-residential	$100 $200	$1,000 $2,250

Miscellaneous				
Code Section	**Process**	**Type**	**Filing Fee**	**Cost Recovery Deposit***
96-26	Rights-of-Way Work Permit	PIP	$75	N/A
96-205	Street or Alley Abandonment/Vacation	PIP	$500	$4,000
	Modification or release of covenant	PIP	$150	$500
	Zoning Verification Letter	PIP-all zoning districts	$25	$125
92-02	Zoning Permit Reviews	PIP-Residential PIP-Commercial		$100** $200**
	Research	All		$120/hour
154-03	FIRM Map Determination	Historical Current	$25 $25	$125 $250
150-005	Alcoholic Beverage License New and Change of Ownership to Existing Establishment	2APC, 3APS 2COP 4COP, 4COP-SRX	$50 $50 $50	$100 $150 $400
80-21	Alcoholic Beverage License	Special Event Vendor	$25	$50
N/A	Withdrawal of Application	Privately initiated request	After 10 days from receipt, no refund of fees	

*Cost recovery: Cost recovery covers the City's actual cost of publication, posting and mailing of required notices, as well as City-retained consultant/professional/expert review services (including but not limited to planning, surveying, landscape, engineering, legal, and any others that may be determined necessary to review an application). The amounts listed are the minimum cost recovery deposit that an applicant must pay to initiate the review process, which will be placed into a cost recovery escrow account established by the City for this purpose. Withdrawals will be made to reimburse the City for all direct expenses described above. When the balance in the cost recovery escrow account is reduced to one-half (½) of its initial amount, the applicant will be notified and will need to replenish the account to the original balance. If the account is not replenished within 10 calendar days after the applicant is notified, in writing, of the requirement, the City will suspend review of the application and/or scheduling of the application for any board or commission hearing. Following final approval or denial of an application, expiration of any applicable appeal period, and/or payment of all consultant charges, the City will, upon request, refund to the applicant any funds remaining in the cost recovery escrow account.

** Plus 50% of fee for rework after second disapproval.

*** Plus $250.00 for preparation of covenant, if applicable

TREE RELATED FEES:

Zoning of Property	Before inspection (Insp.) (must be submitted with the tree removal/relocation application (appl.))
Single Family/Residential	$65 appl + $35 initial insp. =$98
Multi-Family	$80 appl + $35 initial insp. =$115
Business	$105 appl + $35 initial insp. =$140
Commercial	$105 appl + $35 initial insp. =$140
Right of Way/Swale	$30 appl + $35 initial insp. =$65

Zoning of Property	After inspection (insp.) (must be paid before Department signs/executes the tree removal/relocation permit)
Single Family/Residential	$35 final insp. + $12 per tree up to max. of $320
Multi-Family	$35 final insp. + $12 per tree up to max. of $395
Business	$35 final insp. + $12 per tree up to max. of $395
Commercial	$35 final insp. + $12 per tree up to max. of $660
Right of Way/Swale	$35 final insp. + $6 per tree up to max. of $265

- Inspection fees listed above are based on applications to remove and/or relocate and assess 20 trees or less. For projects with more than 20 trees, the inspection fees are adjusted as follows:
  - 21-100 trees to be inspected: $65
- For all new application submittals, the application and the initial inspection fee must be paid prior to commencement of application processing.
- For After-the Fact (ATF) tree removal/relocation permits, the application and per tree(s) fee shall be doubled (2x). The fees listed above are based on voluntary (not ATF) applications.
- For relocation only permits, there is no per tree(s) fee charged, only the application and inspection fees.
- In order to renew/extend a permit, you will be required to pay the original application fee amount prior to the expiration of the current permit.
- ***Please be advised that the application and the initial inspection fee are required upon submission of a tree removal/relocation permit application and are non-refundable if cancelled, withdrawn, or denied.***

REPLACEMENT TREE CANOPY CREDITS

Replacement Tree	Minimum Height	Canopy Credit	Tree Trust Contribution
Large tree species*	15 feet overall height	500 square feet	$1,000
Medium tree species	12 feet overall height	300 square feet	$500
Small tree species	10 feet overall height	200 square feet	$300

- Additional canopy credits for replacement trees may be granted at the discretion of the Department for large tree species exceeding 20 feet in overall height.

POLICE DEPARTMENT FEES:

OFF-DUTY POLICE SERVICES*	
Police Officer (Regular)	$65/hour
Police Supervisor (Regular)	$70/hour
Police Officer (Holiday Rate)	$100/hour
Police Supervisor (Holiday Rate)	$100/hour

*The minimum charge for any off-duty police assignment(s) shall be based on a minimum of three (3) hours of off-duty police services. In the event an off-duty police assignment request is cancelled with less than eight hours written notice prior to the scheduled service, the requesting person or entity shall be responsible for payment of a three (3) hour minimum charge for each off-duty police officer assigned to the request.

AGENDA MEMORANDUM

Meeting Date: November 10, 2025

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

Via: J.C. Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: FY 25/26 Uniform Request

Recommendation: Recommendation by the Police Department that Council waive the competitive bid process in the best interests of the City, mainly due to the fact that they are the only local vendor in Miami-Dade County to provide police uniforms, and approve an expenditure to Lou's Police Distributors, not to exceed $25,000.00, for police uniforms as funds were approved in the FY 25/26 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

Discussion/Analysis: For police uniforms for 48 sworn officers, and 20 civilian employees. We've established over a twenty-year relationship with Lou's Police Distributors and do uniform orders yearly. We've contacted other vendors such as Galls in the past to obtain a quote and were advised that because of the small size of our agency they would not service us in their Broward County location and the only other location available to us is in Orlando, FL. Having a local provider where Officers and supporting staff can try on and attain their uniforms is beneficial. A neighboring, central location would increase efficiency and allow for the obtainment of the goods and services in a timely manner. Often, we have to get uniforms ordered quickly and it causes a hardship if we have to rely on companies that are not local (or online only).

Submission Date and Time: 11/3/2025 2:17 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Police Department	**Dept. Head:**	**Dept./ Desc.:** Police Uniforms Account
Prepared by: Ariadna Quintana	**Procurement:**	**Account No.:** 001-2001-521.52-03
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:** N/A
Budgeted/Funded ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $**
		Current request: $ 25,000.00
		Total vendor amount: $ 25,000.00

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF POLICE UNIFORMS FROM LOU'S POLICE DISTRIBUTORS, INC. IN AN AMOUNT NOT TO EXCEED $25,000; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of uniforms for use by the City's Police Department (the "Department") to provide services for the safety of the City's residents and visitors and facilitate the provision of day-to-day operations of the Department; and

WHEREAS, Lou's Police Distributors, Inc. (the "Vendor") is an entity located within Miami-Dade County, in close proximity to the City, which serves as a supplier for various police equipment needs, including uniforms; and

WHEREAS, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the uniforms as being in the best interest of the City; and

WHEREAS, the City Council desires to approve the purchase of police uniforms from the Vendor consistent with the Quote attached hereto as Composite Exhibit "A" (the "Quote") in an amount not to exceed $25,000 pursuant to Section 31-11(E)(6)(g) of the City Code; and

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

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

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

Section 2. Approval. That the City Council hereby approves the purchase of the uniforms from the Vendor consistent with the Quote in an amount not to exceed $25,000 pursuant to Section 31-11(E)(6)(g) of the City Code.

Section 3. Waiver. That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the uniforms as being in the best interest of the City.

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed $25,000.

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

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

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

PASSED AND ADOPTED this 10th day of November, 2025.

_____
Dr. Walter Fajet
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

Lou's Police Distributors, Inc.
7815 West 4th Ave
Hialeah, FL 33014
Phone (305) 416-0000 Fax (305) 824-9205

Quotation

DATE October 1, 2025
Quotation # 12625MS
Customer ID

Bill To:

MIAMI SPRINGS POLICE DEPT.
PH:
ATTN:MATTHEW CASTILLO

Quotation valid until: **30 Days**

Prepared by: Alex

Comments or special instructions: PRICES GOOD TILL 12/31/2025

Item Number	Description	QTY	Price per Unit	Extension
8675	BLAUER SUPERSHIRT NAVY XS-2X	0	$ 52.98	$ -
8657T	BLAUER 6 POCKET PANTS NAVY 28-44	86	$ 56.98	$ 4,900.28
8675W	BLAUER FEMALE SUPERSHIRT NAVY 30-44	0	$ 52.98	$ -
8657WT	BLAUER 6 POCKET PANTS NAVY 2-24	10	$ 56.98	$ 569.80
6120R	BLAUER NAVY 3 SEASON JACKET S-2X	10	$ 128.00	$ 1,280.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ 6,750.08

Lou's Police Distributors, Inc.
7815 West 4th Ave
Hialeah, FL 33014
Phone (305) 416-0000 Fax (305) 824-9205

Quotation

DATE October 1, 2025
Quotation # 34125MS
Customer ID

Bill To:

MIAMI SPRINGS POLICE DEPT.
ATTN: MATTHEW CASTILLO

Quotation valid for: **MAY 30 2025**
Prepared by: Alex

Comments or special instructions: PRICES VALID TIL 12/31/2025

Item Number	Description	QTY	Price per Unit	Extension
UD34200	FECHHEIMER MALE NAVY PANTS (28-42)	48	$ 56.98	$ 2,735.04
UD34200	FECHHEIMER MALE NAVY PANTS OV (44-50)	0	$ 62.98	$ -
UD34250	FECHHEIMER FEMALE NAVY PANTS (2-18)	14	$ 56.98	$ 797.72
34W7886Z	FLYING CROSS OR EQUAL L/S NAVY MALE SHIRT (14-18.5)	42	$ 57.98	$ 2,435.16
34W7886Z	FLYING CROSS OR EQUAL L/S NAVY MALE SHIRT OV (19-22)	2	$ 67.98	$ 135.96
33W78Z	FLYING CROSS OR EQUAL L/S WHITE MALE SHIRT (14-18.5)	4	$ 57.98	$ 231.92
87R7886Z	FLYING CROSS OR EQUAL S/S NAVY MALE SHIRT (14-18.5)	12	$ 54.98	$ 659.76
87R7886Z	FLYING CROSS OR EQUAL S/S NAVY MALE SHIRT OV (19-22)	0	$ 57.98	$ -
85R78Z	FLYING CROSS OR EQUAL S/S WHITE MALE SHIRT (14-18.5)	0	$ 56.98	$ -
127R7886Z	FLYING CROSS OR EQUAL L/S NAVY FEMALE SHIRT (30-46)	14	$ 57.98	$ 811.72
126R78Z	FLYING CROSS OR EQUAL L/S WHITE FEMALE SHIRT (30-46)	5	$ 57.98	$ 289.90
177R7886Z	FLYING CROSS OR EQUAL S/S NAVY FEMALE SHIRT (30-46)	0	$ 54.98	$ -
176R78Z	FLYING CROSS OR EQUAL S/S WHITE FEMALE SHIRT (30-46	0	$ 56.98	$ -
HER5416S	SERGEANT CHEVRONS (PAIR)	24	$ 4.25	$ 102.00
LIB526MNV	LIBERTY NAVY JACKET W/LINER SIZES:S-XL	2	$ 60.98	$ 121.96
26950-50	BLAUER HI-VIS RAIN JACKET W/POLICE REFLEC.(MOTORS)	20	$ 258.98	$ 5,179.60
BLAU134R	BLAUER BLACK RAIN PANTS	12	$ 62.98	$ 755.76
LIB586MFLPOL	LIBERTY REVER RAINCOAT W/HOOD - POLICE ON BACK	5	$ 80.98	$ 404.90
511-74273	5.11 TACLITE PANTS SIZES:28-44	12	$ 46.98	$ 563.76
90010/90043/90063	SAMUEL BROOME 18"-22 BLACK TIES	3	$ 8.98	$ 26.94
511-71049	5.11 PERFORMANCE POLO S/S DARK NAVY S-XL	0	$ 40.98	$ -
	5.11 PERFORMANCE POLO S/S DARK NAVY XXL	0	$ 40.98	$ -
STIEMB1	EMBROIDERY BADGE & DEPT. & NAME	48	$ 24.98	$ 1,199.04
			TOTAL	$ 16,451.14

AGENDA MEMORANDUM

Meeting Date: November 10, 2025

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

Via: JC Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: Mark43 CAD/RMS System for Police Department

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Mark43, as a sole source provider, in the amount of $75,000.00 for the first year, for an agreement span of five years, for a total of $583,423.00 for Computer-Aided Dispatch (CAD) and Records Management System (RMS) for the Miami Springs Police Department including professional services and implementation, as these funds are available in the FY25/26 Budget, pursuant to Section §31-11 (E)(6)(c) of the City Code.

Fiscal Impact:

The total five-year contract cost is $583,423.00, with the following annual payment schedule per the Mark43 Order Form:

Year	Amount
1	$75,000.00
2	$78,750.00
3	$139,022.00
4	$143,155.00
5	$147,496.00

The Year 1 payment of $75,000.00 will be funded through the Police Department's current budgeted technology and software account.

Background: The Miami Springs Police Department currently operates on an outdated Central Square (OSSI) CAD/RMS platform that has not met the operational, technical, and reporting needs of the agency for over 5 years. Importantly, the current system does not support the Federal Bureau of Investigation's NIBRS/FIBRS crime reporting standards and accreditation, which are required for compliance with federal reporting mandates. After multiple attempts to address these issues with Central Square, their customer service support has not rectified any of the ongoing issues. On the other hand, Mark43 is a leading public safety software provider offering a fully integrated, cloud-based platform that includes CAD, RMS, Mobile Applications, Evidence Management, Data Analytics ("Insights"), and a secure Data Lake for long-term data storage and analysis. Cloud-based allows us to go away from our antiquated servers which are end-of-life and over 10 years old. Moreover, going to a cloud-based system eliminates extra expenses related to maintaining and replacing servers. The implementation includes full system configuration, data migration from the existing OSSI system, integration with current law enforcement systems such as Flock LPR and TraCS, as well as staff training and post-launch support.

Discussion/Analysis: The proposed five-year payment structure allows the City to spread out costs while ensuring a successful and complete transition to the new system. The higher costs in the latter years of the plan are primarily due to one-time migration and implementation costs, which are being

distributed across the contract term. These costs cover the extraction, transfer, and validation of legacy data from the OSSI platform into the new Mark43 system, along with testing and quality assurance. After Year 5, annual subscription costs will decrease significantly, as the migration, training, and system setup costs will have been fully paid. In addition, the Police Department has been approved for a federal grant to support efforts toward law enforcement accreditation. Once the current hold on funds is released, approximately $143,000 of that grant will be used to offset the migration and system implementation costs associated with Mark43.This investment will provide the Department with a CJIS-compliant, cloud-based CAD/RMS solution that ensures compliance with FBI reporting standards, enhances operational efficiency, and modernizes data-driven policing for years to come. See attached Quote Q-02146.1 and Mark43's Sole Source Letter.

Submission Date and Time: 11/3/2025 8:31 AM

Submitted by:	**Approved by (sign as applicable):**	**Funding:**
Department: Police Department	**Dept. Head:**	**Dept./ Desc.:** Machinery & Equipment
Prepared by: Ariadna Quintana	**Procurement:**	**Account No.:** 001-2001-521.64-00
Attachments: ☒ **Yes** ☐ **No**	**Asst. City Mgr.:**	**Additional Funding:** N/A
Budgeted/Funded ☒ **Yes** ☐ **No**	**City Manager:**	**Amount previously approved:** **$ n/a**
		Current request: **$** 75,000.00
		Total vendor amount: **$** 583,423.00

November 3, 2025

To:

The Honorable Mayor and Members of the City Council
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

From:

Tim Kennedy
Vice President of Sales, North America
Mark43, Inc.
tim.kennedy@mark43.com | 631-804-9580

Subject: Sole Source Justification – Mark43 Public Safety Platform

Mark43 respectfully submits this sole source justification in support of the City of Miami Springs' consideration to procure the Mark43 Public Safety Platform, which includes the Mark43 Computer-Aided Dispatch (CAD), Records Management System (RMS), and Analytics modules.

This letter is provided in accordance with Section 31-11(6)(c) of the Miami Springs City Code, which allows for sole source purchases when, after a good faith review of available sources, "there is only one source for the required supplies, materials, or services."

After careful review, Mark43 affirms that the products and services requested are available exclusively from Mark43, Inc. and are not offered through any resellers, distributors, or third-party vendors.

Exclusive Source Determination

Mark43, Inc. is the sole developer, owner, and provider of the Mark43 Public Safety Platform, which is a cloud-native, FedRAMP High-authorized law enforcement CAD/RMS/Analytics suite. All development, licensing, implementation, hosting, and support services are provided directly by Mark43.

- Mark43 software is proprietary and cloud-native, hosted in a CJIS- and FedRAMP-High-certified government cloud environments.
- There are no alternative manufacturers of Mark43 products.
- Only Mark43 personnel provide implementation, configuration, data migration, integration, and 24/7/365 customer support services.

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Uniqueness and Non-Substitutability

Capability	Mark43 Differentiator	Benefit to Miami Springs PD
FedRAMP High Security Authorization	Only cloud-native CAD/RMS to achieve this level of federal security compliance.	Ensures secure data handling that exceeds FBI CJIS standards.
Zero-Error NIBRS Compliance	Built-in real-time data validation for 0% reporting errors.	Guarantees compliance with Florida IBRS/NIBRS without resubmission.
Cloud-Native Architecture	No on-premises servers; instant scalability and automatic updates.	Eliminates costly infrastructure maintenance and downtime.
Integrated Analytics & Data Lake	Real-time data visualization and ad hoc querying.	Enables transparent performance reporting and crime trend analysis.
Unified Mobile Platform (Mark43 OnScene)	Integrated CarPlay and mobile app for officers.	Allows field-based reporting and situational awareness.
Miami Dade A-Form arrest report integration	Direct integration to Dade County Thinkstream / A Form system	A Form is automatically pushed to Mark43 eliminating need for Officer to transcribe or repeat entry of the arrest. Saves time, improves accuracy and lowers FIBRS reporting errors
Proven Deployments	Over 290 agencies in US/UK. Currently there are 7 live Florida agencies: Coral Gables, Miami Gardens, Bay Harbor Islands, Boynton Beach, Venice, Miramar and Fort Myers. North Miami has started implementation	Proven Florida track record ensures smooth implementation.

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Public Interest and Alignment with City Objectives

The City of Miami Springs Police Department will directly benefit from:

- Enhanced data accuracy and officer efficiency.
- Improved compliance with state and federal reporting mandates.
- Reduced administrative burden, freeing resources for community policing.
- Increased operational resilience through a secure cloud-based system.

This sole source procurement will ensure continuity, interoperability, and cost-effectiveness, while avoiding redundant integration and transition costs associated with multiple vendors.

Statement of Sole Source Certification

Mark43, Inc. certifies that it is the exclusive source and provider of the Mark43 Public Safety Platform and related professional services. No other company is authorized or capable of providing this software or equivalent services under the same conditions or architecture.

If additional information or technical verification is required, Mark43 will gladly provide supporting documentation or participate in a technical briefing.

Sincerely,

Tim Kennedy
Vice President, Sales – North America
Mark43, Inc.
tim.kennedy@mark43.com | 631-804-9580

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RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH MARK43, INC. FOR A CLOUD-BASED COMPUTER-AIDED DISPATCH (CAD) SYSTEM, RECORDS MANAGEMENT SYSTEM (RMS), AND RELATED SOFTWARE SERVICES IN AN AMOUNT NOT TO EXCEED $583,423 OVER A FIVE-YEAR TERM; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") Police Department (the "Department") is in need of a cloud-based Computer-Aided Dispatch (CAD) System, Records Management System (RMS), and related software services, including mobile application, evidence management, data analytics, and secure data lake platforms (collectively, the "Services") to facilitate the Department's day-to-day operations; and

WHEREAS, Mark43, Inc. (the "Consultant") has provided the City with a proposal ("Proposal"), attached hereto as Exhibit "A," for the Services in an amount not to exceed $583,423 over a five-year term; and

WHEREAS, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Services as being in the best interest of the City; and

WHEREAS, pursuant to Section 31-11(E)(6)(g) of the City Code, the City Council desires to authorize the City Manager to negotiate and execute an agreement with the Consultant for the Services in an amount not to exceed $583,423 over a five-year term, consistent with the Proposal attached hereto as Exhibit "A"; and

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

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

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

Section 2. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute an agreement with the Consultant for the Services in an amount not to exceed $583,423 over a five-year term, consistent with the Proposal attached hereto as Exhibit "A", subject to approval by the City Attorney as to form, content, and legal sufficiency.

Section 3. Waiver. That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the uniforms as being in the best interest of the City.

Section 4. Implementation. That the City Manager is authorized to issue and execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

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

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

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

PASSED AND ADOPTED this 10th day of November, 2025.

_____
Dr. Walter Fajet
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

ORDER FORM

Mark43, Inc.
8 West 40th Street, 2nd Floor
New York, NY 10018

Quote Number: Q-02146.1
Offer Valid Through: December 30, 2025
Sales Contact: Tim Kennedy
tim.kennedy@mark43.com

Bill to:

Subscriber Name:	Miami Springs Police Department	Start Date:	Date of last signature on Order Form
Address:	201 Westward Dr Miami Springs, FL 33166	End Date:	5 years from date of last signature on Order Form
Billing Contact:	TO BE PROVIDED		
Billing Contact Email:	TO BE PROVIDED		
Billing Frequency:	Annual		
Payment Terms:	Net 30		

Purchase Order. Is a purchase order required by Subscriber to purchase? Yes _____ No _____

SaaS Services. Product descriptions for the Services noted below are set forth at https://mark43.com/Mark43-Product-Catalogue:

Year 1 SaaS and Recurring Services	Qty (if applicable)	Price to Subscriber
Insights Informed	Not to Exceed 1 tenant (s)	$7,250.00
DLK 1: Data Lake - Base	Not to Exceed 1 instance(s)	$10,000.00
RMS 1 ST: RMS Reports Writing - STANDARD (Not to exceed 5 report types)	Not to Exceed 50 total sworn	$15,150.00
RMS 2 ST: Case Management - STANDARD (Not to exceed 1 case type, Out of the box fields and configurations)	Not to Exceed 50 total sworn	$2,000.00
RMS 3 ST: Property and Evidence - STANDARD (Out of the box fields and retention policies, Configurable storage locations)	Not to Exceed 50 total sworn	$2,000.00
RMS 4: RMS Warrants Module	Not to Exceed 50 total sworn	$3,600.00
MOB 1 RMS: OnScene Mobile Application for RMS	Not to Exceed 5 total sworn	$550.00
RMS 7: RMS Fillable PDFs	Not to Exceed 1 instance(s)	$0.00
CAD 1: CAD Dispatcher/Call-Taker	Not to Exceed 4 Telecommunicators	$9,216.00
CAD 2: LE First Responder	Not to Exceed 50 total sworn	$13,613.00
MOB 1 CAD: OnScene Mobile Application for CAD	Not to Exceed 5 users	$550.00

Subtotal	$63,929.00

Year 2 SaaS and Recurring Services	Qty (if applicable)	Price to Subscriber
Insights Informed	Not to Exceed 1 tenant (s)	$7,250.00
DLK 1: Data Lake - Base	Not to Exceed 1 instance(s)	$10,000.00
RMS 1 ST: RMS Reports Writing - STANDARD (Not to exceed 5 report types)	Not to Exceed 50 total sworn	$15,150.00
RMS 2 ST: Case Management - STANDARD (Not to exceed 1 case type, Out of the box fields and configurations)	Not to Exceed 50 total sworn	$2,000.00
RMS 3 ST: Property and Evidence - STANDARD (Out of the box fields and retention policies, Configurable storage locations)	Not to Exceed 50 total sworn	$2,000.00
RMS 4: RMS Warrants Module	Not to Exceed 50 total sworn	$3,600.00
MOB 1 RMS: OnScene Mobile Application for RMS	Not to Exceed 5 total sworn	$550.00
RMS 7: RMS Fillable PDFs	Not to Exceed 1 instance(s)	$0.00
CAD 1: CAD Dispatcher/Call-Taker	Not to Exceed 4 Telecommunicators	$9,216.00
CAD 2: LE First Responder	Not to Exceed 50 total sworn	$13,769.00
MOB 1 CAD: OnScene Mobile Application for CAD	Not to Exceed 5 users	$550.00
Interface Maintenance: Standard Level	Not to Exceed 3 interface(s)	$7,515.00
3rd Party API Built Interface - API Maintenance	Not to Exceed 1 interface(s)	$0.00
Interface Maintenance: Platform Level	Not to Exceed 3 interface(s)	$0.00
PAR 6: ConnectCIC State Only	Site license for Not to Exceed 50 total sworn	$6,669.00
Subtotal		$78,269.00

Year 3 SaaS and Recurring Services	Qty (if applicable)	Price to Subscriber
Insights Informed	Not to Exceed 1 tenant (s)	$7,613.00
DLK 1: Data Lake - Base	Not to Exceed 1 instance(s)	$10,500.00
RMS 1 ST: RMS Reports Writing - STANDARD (Not to exceed 5 report types)	Not to Exceed 50 total sworn	$15,908.00
RMS 2 ST: Case Management - STANDARD (Not to exceed 1 case type, Out of the box fields and configurations)	Not to Exceed 50 total sworn	$2,100.00
RMS 3 ST: Property and Evidence - STANDARD (Out of the box fields and retention policies, Configurable storage locations)	Not to Exceed 50 total sworn	$2,100.00
RMS 4: RMS Warrants Module	Not to Exceed 50 total sworn	$3,780.00
MOB 1 RMS: OnScene Mobile Application for RMS	Not to Exceed 5 users	$578.00
RMS 7: RMS Fillable PDFs	Not to Exceed 1 instance(s)	$0.00

CAD 1: CAD Dispatcher/Call-Taker	Not to Exceed 4 Telecommunicators	$9,677.00
CAD 2: LE First Responder	Not to Exceed 50 total sworn	$14,457.00
MOB 1 CAD: OnScene Mobile Application for CAD	Not to Exceed 5 total sworn	$578.00
Interface Maintenance: Standard Level	Not to Exceed 3 interface(s)	$7,891.00
3rd Party API Built Interface - API Maintenance	Not to Exceed 1 interface(s)	$0.00
Interface Maintenance: Platform Level	Not to Exceed 3 interface(s)	$0.00
PAR 6: ConnectCIC State Only	Site license for Not to Exceed 50 total sworn	$7,002.00
Subtotal		$82,184.00

Year 4 SaaS and Recurring Services	Qty (if applicable)	Price to Subscriber
Insights Informed	Not to Exceed 1 tenant (s)	$7,994.00
DLK 1: Data Lake - Base	Not to Exceed 1 instance(s)	$11,025.00
RMS 1 ST: RMS Reports Writing - STANDARD (Not to exceed 5 report types)	Not to Exceed 50 total sworn	$16,703.00
RMS 2 ST: Case Management - STANDARD (Not to exceed 1 case type, Out of the box fields and configurations)	Not to Exceed 50 total sworn	$2,205.00
RMS 3 ST: Property and Evidence - STANDARD (Out of the box fields and retention policies, Configurable storage locations)	Not to Exceed 50 total sworn	$2,205.00
RMS 4: RMS Warrants Module	Not to Exceed 50 total sworn	$3,969.00
MOB 1 RMS: OnScene Mobile Application for RMS	Not to Exceed 5 users	$607.00
RMS 7: RMS Fillable PDFs	Not to Exceed 1 instance(s)	$0.00
CAD 1: CAD Dispatcher/Call-Taker	Not to Exceed 4 Telecommunicators	$10,161.00
CAD 2: LE First Responder	Not to Exceed 50 total sworn	$15,180.00
MOB 1 CAD: OnScene Mobile Application for CAD	Not to Exceed 5 total sworn	$607.00
Interface Maintenance: Standard Level	Not to Exceed 3 interface(s)	$8,286.00
3rd Party API Built Interface - API Maintenance	Not to Exceed 1 interface(s)	$0.00
Interface Maintenance: Platform Level	Not to Exceed 3 interface(s)	$0.00
PAR 6: ConnectCIC State Only	Site license for Not to Exceed 50 total sworn	$7,352.00
Subtotal		$86,294.00

Year 5 SaaS and Recurring Services	Qty (if applicable)	Price to Subscriber
Insights Informed	Not to Exceed 1 tenant (s)	$8,394.00
DLK 1: Data Lake - Base	Not to Exceed 1 instance(s)	$11,576.00

RMS 1 ST: RMS Reports Writing - STANDARD (Not to exceed 5 report types)	Not to Exceed 50 total sworn	$17,538.00
RMS 2 ST: Case Management - STANDARD (Not to exceed 1 case type, Out of the box fields and configurations)	Not to Exceed 50 total sworn	$2,315.00
RMS 3 ST: Property and Evidence - STANDARD (Out of the box fields and retention policies, Configurable storage locations)	Not to Exceed 50 total sworn	$2,315.00
RMS 4: RMS Warrants Module	Not to Exceed 50 total sworn	$4,167.00
MOB 1 RMS: OnScene Mobile Application for RMS	Not to Exceed 5 total sworn	$637.00
RMS 7: RMS Fillable PDFs	Not to Exceed 1 instance(s)	$0.00
CAD 1: CAD Dispatcher/Call-Taker	Not to Exceed 4 Telecommunicators	$15,939.00
CAD 2: LE First Responder	Not to Exceed 50 total sworn	$15,939.00
MOB 1 CAD: OnScene Mobile Application for CAD	Not to Exceed 5 users	$637.00
Interface Maintenance: Standard Level	Not to Exceed 3 interface(s)	$8,700.00
3rd Party API Built Interface - API Maintenance	Not to Exceed 1 interface(s)	$0.00
Interface Maintenance: Platform Level	Not to Exceed 3 interface(s)	$0.00
PAR 6: ConnectCIC State Only	Site license for Not to Exceed 50 total sworn	$7,720.00
Subtotal		$90,607.00

Total SaaS Services	$401,283.00

Professional Services	*Qty (if applicable)*	*Price to Subscriber*
Level 1 Implementation - RMS	1 package(s)	$42,500.00
Level 1 Implementation - CAD	1 package(s)	$42,500.00
Data Analytics Implementation Services	1 package(s)	$8,500.00
Oversight - Dual Platform - 10	1 package(s)	$22,500.00
Standard Training Package	1 package(s)	$7,650.00
Standard Evidence Migration	1 source(s)	$42,500.00
PAR: CommSys Implementation	1 package(s)	$3,240.00
Platform Interface Development	3 interface(s)	$0.00
3rd Party API Built Interface - API Provisioning	Included	$0.00
Standard Interface Development	3 interface(s)	$12,750.00
Total		$182,140.00

Renewal Term and Pricing. Unless Subscriber provides **60 days'** notice of termination prior to the End Date, the SaaS Services will auto-renew for a 5 year term at an increase of 7% year over year for each year of the renewal term. Additional increases may be applied at any time during the Term if required quantities increase.

Invoicing and Payment. Subscription Fees are payable upfront annually. Mark43 will issue the first invoice on or after the effective date of this Order Form and each subsequent invoice (if any) on or after the anniversary thereof. Subscriber shall pay all invoices to Mark43's nominated bank account within thirty (30) days of the date of the invoice.

Payment Schedule	*Due Date*	*Amount Due*
Year 1 Payment(s)	Order Form Start Date	*$75,000.00*
Year 2 Payment(s)	First anniversary of Start Date	*$78,750.00*
Year 3 Payment(s)	Second anniversary of Start Date	*$139,022.00*
Year 4 Payment(s)	Third anniversary of Start Date	*$143,155.00*
Year 5 Payment(s)	Fourth anniversary of Start Date	*$147,496.00*
Total		$583,423.00

This Order Form is entered into in accordance with and it incorporates the terms of the Software License and Services Agreement and any attached schedules (the "SLSA" or "Agreement"). Except as otherwise provided in this Order Form, previously executed Order Form(s) remain in effect. This Order Form does not incorporate any other terms, whether oral or written, and whether contained in a purchase order or otherwise and, for the avoidance of doubt, prevails over any terms contained therein. By signing below, the parties agree to be bound by the terms of this Order Form. Each party represents and warrants that this Order Form is executed by a duly authorized legal representative of such party. This Order Form may be executed in counterparts (including electronic copies) each of which will be deemed an original, with all counterparts constituting one agreement.

Mark43, Inc.	**Subscriber**
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:



MARK43

Statement of Work

Miami Springs Police Department

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Section 1: Introduction and Overview

Order Form Number: Q-02146.1

This Statement of Work (SOW) outlines the Professional Services to be provided to Miami Springs Police Department (Subscriber) to assist with the setup, configuration and/or optimization of the Mark43 Applications. This SOW forms a part of, and is entered into pursuant to, the Software License and Services Agreement between Mark43 and Subscriber (SLSA). This SOW shall have the same Effective Date as defined in the SLSA. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the SLSA.

This project will follow an implementation approach tailored to the specific solution scope, which is designed to allow for flexibility in delivery while ensuring alignment with project objectives.

The term of this SOW will begin on the Effective Date and continue until the completion of the Professional Services, which is expected to span twelve (12) months from the Effective Date.

Professional Services not explicitly listed herein, including unique integrations, custom development, or solutions that fall outside of established best practices, are excluded from the scope of this SOW.

Section 2: Scope of Services and Deliverables

2.1 Records Management System (RMS)

2.1.1 Tenant Provisioning

Tenant provisioning is the creation of the tenant and the configuration of the Subscriber's agency information therein. The in-scope tenants are detailed below. Upon creation of the Foundation Tenant, a user account will be provisioned for one designated member of the Subscriber's project team, thereby granting the Subscriber access to the Tenant.

Tenant	Description
Foundation (Training and Testing)	(1) Sandbox environment for continuous testing and validation
Data Migration	Up to three (3) migration round environments for data load and validation
Production	(1) Live environment to support launch and sustainment

2.1.2 RMS Report Types

The table below outlines the report types in-scope for this SOW. Mark43 and the Subscriber will work together to set up the configurable elements of these report types.

Report Type Name	Description
Offense/Incident	Captures offense and incident information and NIBRS data
Arrest	Captures offender and charge information and NIBRS data
Supplement	Add additional (non-NIBRS related) details to reports
Offense Modifying Supplement	Updates NIBRS elements of completed reports
Property Evidence Summary Report	Aggregates property and evidence under a single report number
Traffic Collision	Used for Collision interface. This is not a customizable report.
Citation	Used for Citation interface. This is not a customizable report.

2.1.3 RMS Case Types

The number of case types in scope is listed in the Order Form. Mark43 and the Subscriber will work together to set up the configurable elements of these case types.

2.1.4 RMS Evidence Module

Mark43 and the Subscriber will configure elements of the Evidence Module, to include retention policies, storage locations, chain of custody options, barcode label configuration, label printer setup, and property and evidence exports.

2.1.5 RMS Warrants Module

Mark43 and the Subscriber will configure the Warrants Module, to include warrant details, activities, and number sequencing.

2.1.6 RMS Administrative Settings

Mark43 will coordinate with the Subscriber to configure the administrative settings including roles, abilities, report type settings, tasks, and other administrative settings. Mark43 will also coordinate with the Subscriber to upload GIS shapefiles, subdivisions, and location aliases. Mark43 will work with the Subscriber to perform updates to the location data on a biannual basis.

2.1.7 RMS Technical Requirements

Mark43 will provide consultation on any technical requirements to set up the applications included in-scope on supported mobile devices and laptops/desktops, single sign on configuration, evidence label printers and servers, and setup of AWS S3 storage/Azure cloud storage for migration (if applicable).

2.1.8 Fillable PDFs

Mark43 will coordinate with the Subscriber to configure fillable PDFs as exports for the in-scope report types.

2.1.9 RMS OnScene

Mark43 will coordinate with the Subscriber to configure all elements of the OnScene Application.

2.2 Computer Aided Dispatch (CAD)

2.2.1 CAD Dispatcher

Mark43 will coordinate with the Subscriber to configure all elements of the CAD Dispatcher Module.

2.2.2 First Responder/OnScene

Mark43 will coordinate with the Subscriber to configure all elements of the First Responder and OnScene Applications.

2.2.3 CAD GIS/Locations

Mark43 will coordinate with the Subscriber to configure shapefile types and other location entities to be uploaded into CAD. Mark43 will work with the Subscriber to perform updates to the location data on a biannual basis.

2.2.4 CAD Administrative Settings and Preferences

Mark43 will coordinate with the Subscriber to configure the CAD, First Responder and OnScene administrative settings including roles and abilities for dispatcher, dispatch supervisor and CAD Administrator. Administrative settings will be configured based on workflow decisions and system functionality. In addition, CAD, First Responder, and OnScene system preferences will be configured to match the workflow decisions of the agency.

2.2.5 CAD Technical Requirements

Mark43 will provide the Subscriber with consultation on technical requirements to set up the applications that are in scope.

- Installation of in-scope Mark43 applications on supported desktops, laptops and mobile devices
    - Note: Subscriber must ensure that their hardware and software meet Mark43 requirements for desktops, laptops and mobile devices
- SSO configuration
- Interfaces/print servers
- Dex /CJIS state message switch infrastructure deployment
- Desktop Integration Services Installer
- Migrations
    - Setup of AWS S3 storage/Azure Cloud storage for migration
    - Setup of AWS S3 RDS instance/Azure Cloud RDS instance

2.3 Insights

Mark43 will assist in creating customized dashboards containing up to fifteen (15) visualizations, as well as configuring automated, recurring reports.

2.4 Data Lake

Mark43 will provide a database containing replicated data on a server as described on the Order Form.

2.5 Training

Mark43 offers a variety of train-the-trainer and direct end-user training that can be performed on-site and/or virtually.

Product	Training Time and Description
RMS	One 2-day Train the Trainer session One 4-hour Admin session One 4-hour Records session
CAD	One 1-day Train the Trainer session One 4-hour CAD Admin session
Insights	Two 1-hour sessions

2.6 Interfaces

Mark43 will collaborate with the Subscriber to design, develop, and deploy the in-scope interfaces.

Interface Name	Product and Direction	Description

TraCS - Traffic Crash	RMS (inbound)	Creates completed Crash Report in Mark43
TraCS - Citation	RMS (inbound)	Creates completed Citation Report in Mark43
LiveScan - AFIS MorphoTrak	Booking (bidirectional)	Queries and exports arrest data to LiveScan and imports demographic and mugshot data into Mark43
Flock - LPR	CAD (inbound)	CAD event creation, based on LPR hit coming from Flock LPR system
ForceMetrics	RMS (outbound)	Datalake access to connect ForceMetrics so Mark43 data is accessible
Thinkstream – A Form	RMS (inbound)	Imports arrest reports from Thinkstream into the Mark43 RMS
SELinx	RMS (outbound)	Exports incident and crime information from Mark43s Data Lake into the LINX application

2.7 Data Migration

Subscriber will provide legacy data to Mark43 in order to build the Data Migration Process. Mark43 will manage migration design, execution, internal Mark43 testing, and cutover support. The Subscriber will participate in data validation and mapping exercises as needed.

Data Migration Type	Legacy System	Scope
Evidence Migration	Central Square – OSSI	See Appendix

Section 3: Project Phases and Timeline

3.1 Project Phases

3.1.1 Preparation and Planning

A detailed project plan is created, including governance structure, timelines, and milestones. The Introduction call is completed with the subscriber.

3.1.2 Discovery and Application Setup

The tenant is provisioned. In-scope modules, products, and applications are activated and configured.

3.1.3 Application Validation

Establish code cutoff. Subscriber conducts parallel processing and practice in all modules to ensure configuration is correct, and application setup is complete. Launch requirements and acceptance criteria have been met.

Data Requirements: data migration, interfaces, and CAD-CJIS Systems (DEx) are completed and validated as functional.

3.1.4 Training and Change Management

Training is completed with the Subscriber.

3.1.5 Launch

All in-scope modules and products are set to live, and the Subscriber begins using the product.

3.1.6 Project Closeout

Upon the completion of project deliverables, the project team will conduct a final review to resolve outstanding items, perform a knowledge transfer, and formally close out the project.

Section 4: Assumptions and Constraints

The Professional Services provided through this SOW are premised on the following being true:

4.1 Assumptions

- Mark43 is not responsible for configuring non-Mark43 products.
- Professional Services are limited to the scope of services of each offering purchased.
- Mark43 is not responsible for evaluating the Subscriber's current state or agency practices, policies, or procedures for the purpose of process improvement or performance improvement.
- Professional Services within this SOW will be delivered to Subscriber remotely unless agreed otherwise.

- When combining individual professional services offerings (application setup, additional reports and/or modules, interfaces, data migration and training), there will be one (1) project management/preparation phase, one (1) application setup phase, one (1) enablement phase and one (1) launch phase.
- Creating agency specific forms or fillable PDFs to be generated from the application is not the responsibility of Mark43. Original PDFs must be provided by the Subscriber.
- Mark43 is not responsible for the codes (offenses, charges, etc.) or compliance mappings that will be enabled and maintained in the system.
- After the application is initially set up, the Subscriber will be able to maintain the configuration of the tenant, including users, roles and abilities.
- All configurations and content mappings are based on Mark43 default configurations. Mark43 is not responsible for the re-purposing of any fields.
- Mark43's Professional Services team will determine which support tickets directly impact the outcomes listed herein and will manage and resolve support cases that prevent the outcomes from being completed. Any support cases not directly impacting project outcomes will be managed by Mark43's Customer Success and Support teams in accordance with Subscriber's agreement in place with Mark43.
- Remaining open support cases will not keep this SOW open as long as all outcomes defined herein have been performed.
- Mark43 resources will not be responsible for updating Subscriber project tracking tools and systems.
- Mark43 resources will not be responsible for creating or maintaining any internal documentation for the Subscriber regarding use of the application.

4.2 Constraints

The following activities and responsibilities are excluded from the scope of the implementation:

- Implementation of products or delivery of services not included within this SOW or the SLSA.
- Evaluation of Subscriber's current state or agency practices, policies, or procedures for the purpose of process improvement or performance improvement.
- Troubleshooting of any issues not related to Mark43 software, Mark43 development, or Mark43 interfaces, unless otherwise outlined.
- Interfacing, or integrating, from or to Mark43 from other systems or third parties other than those specified in this SOW or the SLSA.

- Installation of any non-Mark43 software, servers, workstations, or any other hardware.
- Export of Mark43 data to other systems or third parties other than those specified in the SLSA.

Section 5: Project Management and Governance

5.1 Project Management Approach

The project will follow a structured project management methodology to ensure timely and quality delivery of project outcomes. A dedicated Project Manager will be assigned to oversee the project through the different phases detailed in Section 3 using project management tools to facilitate scheduling, status reporting, and project task management.

5.2 Governance Structure

The Project governance structure will be designed to ensure alignment, accountability, and effective decision-making to support successful implementation. A dedicated project team will be resourced, and recurring meetings will be held to track progress, manage risks, and address issues.

5.3 Communication Plan

To support streamlined communication and effective collaboration, the project will leverage recurring status meetings, regular status reports, and a shared documentation repository to ensure transparency and alignment throughout the project lifecycle.

5.4 Risk Management Plan

Risks will be logged and tracked using our project management tools. The escalation process will serve to provide a clear path for raising issues that can adversely affect project progress.

Section 6: Change Order Process

6.1 Initiation of Request

Any changes made to this SOW will be made through a Change Order. A Change Order may be initiated by either party through documentation provided by Mark43 to handle changes to the SOW. Either Project Manager may request a change by email to the other party's Project Manager and the two shall jointly review.

6.2 Continuation of Service

Until a Change Order is either executed between Subscriber and Mark43 or attached to an additional Order Form, the Professional Services will continue in accordance with the latest agreed version of the SOW.

Section 7: Roles and Responsibilities

7.1 Project Governance Activities

Subscriber Responsibilities

Detailed below are the key stakeholders and their responsibilities for project implementation.

Subscriber Key Stakeholder	Responsibilities
Executive Sponsor	Executive alignment, issue escalation, and strategic guidance
Project Manager	Project planning, execution oversight, stakeholder coordination
RMS Lead	RMS subject matter expert
CAD Lead	CAD subject matter expert
Training Lead	Training coordinator(s) and facilitator(s)
Technical Lead	Technical oversight and implementation support
GIS Lead	GIS subject matter expert
Data Migration Lead	Legacy data subject matter expert and validation owner

Mark43 Responsibilities

Project Introduction will include a welcome email, a subscriber introduction meeting, and an overview of the Mark43 subscriber journey, Professional Services, and SOW.

Mark43 Key Stakeholders	Responsibilities

Executive Sponsor	Executive alignment, issue escalation, and strategic guidance
Project Manager	Project planning, execution oversight, stakeholder coordination
RMS Architect	RMS subject matter expert
CAD Architect	CAD subject matter expert
GIS Architect	GIS subject matter expert
DEX Lead	NCIC/state query subject matter expert
Interface Lead	Interface design, data mapping and integration support
Data Migration Lead	Migration planning, data mapping, ETL and quality assurance
Professional Services Lead	Technical oversight, server configuration, SSO and GIS setup

7.2 Application Setup Activities

Subscriber Responsibilities

Attend configuration sessions to finalize field settings, rules, and administrative settings, and provide operational context as needed.

Subscriber Key Stakeholder	Responsibilities
Project Manager	Execution oversight and stakeholder coordination
RMS Lead	RMS subject matter expert
CAD Lead	CAD subject matter expert
Technical Lead	Technical oversight and implementation support

Mark43 Responsibilities

Host configuration sessions to review fields, attributes, rules, and admin settings. Provide best practices, assist with initial setup, and supply required templates to support application configuration.

Mark43 Key Stakeholders	Responsibilities
Project Manager	Execution oversight and stakeholder coordination
RMS Architect	RMS subject matter expert
CAD Architect	CAD subject matter expert

7.3 GIS/Location Activities

Subscriber Responsibilities

Provide shapefile and location entities in the correct format to Mark43. Deliver ESRI map package with all visual components.

Subscriber Key Stakeholder	Responsibilities
Project Manager	Oversight, stakeholder coordination
RMS Lead	RMS subject matter expert
CAD Lead	CAD subject matter expert
GIS Lead	GIS subject matter expert
Technical Lead	Technical oversight and implementation support

Mark43 Responsibilities

Provide Subscriber with shapefile and location entity prerequisites, review data formatting, and upload to the Mark43 tenant for review with the Subscriber.

Mark43 Key Stakeholders	Responsibilities
Project Manager	Oversight, stakeholder coordination
RMS Architect	RMS subject matter expert
CAD Architect	CAD subject matter expert
GIS Architect	GIS subject matter expert
Professional Services Lead	Technical oversight, server configuration, SSO and GIS setup

7.4 Technical Requirement Activities

Subscriber Responsibilities

Setup 2 x Linux Server OS and 1 x Windows Server and Evidence Label Printers. Verify hardware/software requirements; download and configure CAD and FR applications.

Provide SSO IDP configuration, COM port and GPS modem details, public IPs for AWS S3 access, and VPN access for Mark43 configurations.

Subscriber Key Stakeholder	Responsibilities
Project Manager	Oversight, stakeholder coordination

Technical Lead	Technical oversight and implementation support

Mark43 Responsibilities

Configure Linux servers for Mark43 RMS/CAD, set up evidence print servers, assist with CAD and FR application deployment, configure SSO access, deploy DEx gateway, build and test desktop integration services, configure AWS S3 and provide credentials, and deliver Windows server requirements documentation.

Mark43 Key Stakeholders	Responsibilities
Project Manager	Oversight, stakeholder coordination
Professional Services Lead	Technical oversight, server configuration, SSO and GIS setup

7.5 Training Activities

Subscriber Responsibilities

Provide a training space with internet, computers (Chrome or Edge), projector, speakers for remote sessions, individual stations for each trainee, a participant roster, and ensure users have accounts and login access.

Subscriber Key Stakeholder	Responsibilities
Project Manager	Oversight, stakeholder coordination
RMS Lead	RMS subject matter expert
CAD Lead	CAD subject matter expert
Training Lead	Training Coordinator and Facilitator

Mark43 Responsibilities

Mark43 will provide access to our knowledge portal and learning management system, deliver standardized training outlines, and collaborate with the Subscriber to schedule all training sessions.

Mark43 Key Stakeholders	Responsibilities
Project Manager	Oversight, stakeholder coordination
RMS Architect	RMS subject matter expert
CAD Architect	CAD subject matter expert

7.6 Launch Activities

Subscriber Responsibilities

Subscriber will communicate the details of launch internally, establish and share issue escalation process, provide launch support, send a launch confirmation email to Mark43, and escalate issues to the project team during the hypercare period that spans 30 days post-launch.

Subscriber Key Stakeholder	Responsibilities
Project Manager	Oversight, stakeholder coordination
RMS Lead	RMS subject matter expert
CAD Lead	CAD subject matter expert
Technical Lead	Technical oversight and implementation support
Data Migration Lead	Legacy data subject matter expert and validation owner

Mark43 Responsibilities

Mark43 will provide the cutover checklist, support plan, and launch issue tracker, clone the production tenant, deliver contracted launch support, and manage launch issues for 30 days post-launch facilitating a transition to the Customer Experience and Support teams thereafter.

Mark43 Key Stakeholders	Responsibilities
Project Manager	Oversight, stakeholder coordination
RMS Architect	RMS subject matter expert
CAD Architect	CAD subject matter expert
Interface Lead	Interface design, data mapping and integration support
Data Migration Lead	Migration planning, data mapping, ETL and quality insurance
Professional Services Lead	Technical oversight, server configuration, SSO and GIS setup

7.7 CJIS Systems/USx Infrastructure Activities

Subscriber Responsibilities

Deploy one Windows Server OS per specifications onto a CJIS-compliant LAN, provide remote assistance as needed, configure network routes and firewall rules for TCP/UDP port 4500, ensure connectivity with the state CJIS message switch system, provide access to a properly configured SQL database, coordinate with the state CJIS agency, and obtain connection approval at least 30 days before go-live.

Subscriber Key Stakeholder	Responsibilities
Project Manager	Project planning, execution oversight, stakeholder coordination
Technical Lead	Technical oversight and implementation support

Mark43 Responsibilities

Schedule installation of 3rd Party gateway provider software onto Windows OS server. Configure foundation and live tenants for USx communication, verify end-to-end USx query/response capability, and assist the subscriber with final connection to the CJIS message switch.

Mark43 Key Stakeholders	Responsibilities
Project Manager	Oversight, stakeholder coordination
Professional Services Lead	Technical oversight, server configuration, SSO and GIS setup

7.8 Data Migration Activities

Subscriber Responsibilities

Provide full unencrypted legacy system backups, participate in mapping sessions, migration meetings, and data validation efforts. Subscriber will review migration test rounds, participate in cutover discussions, sign off on production migration, and report any issues within the 30-day hyper care window following launch.

Subscriber Key Stakeholder	Responsibilities
Project Manager	Oversight, stakeholder coordination

Technical Lead	Technical oversight and implementation support
Data Migration Lead	Migration planning, data mapping, ETL and quality insurance
RMS Lead	RMS subject matter expert
CAD Lead	CAD subject matter expert

Mark43 Responsibilities

Provide cloud storage, design and execute migration scripts, assist with mapping and validation efforts, deliver three test migration rounds, train the Subscriber on data validation, and provide status updates and meetings throughout. Mark43 will support the cutover to the production tenant, perform a final data catch-up, and offer 30 days of hyper care support to address any migration-related issues.

Mark43 Key Stakeholders	Responsibilities
Project Manager	Oversight, stakeholder coordination
RMS Architect	RMS subject matter expert
CAD Architect	CAD subject matter expert
Data Migration Lead	Migration planning, data mapping, ETL and quality insurance

7.9 Interface Activities

Subscriber Responsibilities

Subscriber will provide interface design requirements, participate in data mapping sessions, supply necessary system documentation, and support interface testing activities.

Subscriber Key Stakeholder	Responsibilities
Project Manager	Oversight, stakeholder coordination
Technical Lead	Technical oversight and implementation support
RMS Lead	RMS subject matter expert
CAD Lead	CAD subject matter expert

Mark43 Responsibilities

Responsible for developing the interface, executing data mapping, building and configuring the interfaces, and providing support throughout testing and deployment.

Mark43 Key Stakeholders	Responsibilities
Project Manager	Oversight, stakeholder coordination
RMS Architect	RMS subject matter expert
CAD Architect	CAD subject matter expert
Interface Lead	Interface design, data mapping and integration support

7.10 Additional Subscriber Responsibility

Subscriber will provide timely feedback and responses. Late feedback may impact target delivery dates. Such delays may impact work streams or the project in its entirety. Mark43 reserves the right, in its discretion, to pause any portion of the project if impacted by a lack of feedback or responsiveness and will not be liable for any resulting delays.

Signature Sheet

_____

Customer

_____

Mark43 Professional Services

_____

Mark43 Finance

Appendices

Data Migration Scope – Evidence

Overview

This document defines the scope, roles and responsibilities for the data migration project associated with the implementation of Mark43 Evidence at the Subscriber.

System Scope

The following Subscriber legacy system(s) and Mark43 module(s) will be the source(s) and target(s) of migrated data. Only those systems listed in the table below will be in scope to be migrated into Mark43. Any systems not listed will not be in scope.

Legacy System	Mark43 Module	Migration Type
Central Square - OSSI	Evidence	Evidence Migration

Entity Scope

The following legacy entities are in scope for migration into Mark43:

Users

- Legacy Users will be migrated as Mark43 Users. Mark43 Users will have the following key data elements migrated:
  - Created Date
  - Created By
  - Updated Date
  - Updated By
  - First Name
  - Last Name
  - Badge Number
  - Email
  - Agency

- Filter(s): None
- Default(s): All migrated users will be migrated as disabled, as historical users must be migrated to maintain the historical data. Mark43 Product Delivery will work with the customer to make sure the current users are activated and have the proper security.

Locations

- Legacy Locations will be migrated as Mark43 Locations. Mark43 Locations will have the following key data elements migrated:
  - Created Date
  - Created By
  - Updated Date
  - Updated By
  - Street Number
  - Street Name
  - Sub Premise/Apt
  - City
  - State
  - Country
  - Zip Code
  - Longitude
  - Latitude
  - Cross Street 1
  - Cross Street 2
- Filter(s): Recovery Address of the items that have been taken into Police Custody and Home address of the Item Owner
- Incomplete data set or unreliable formatting
  - Mark43 reserves the right to not bring over legacy Location information as Location level data if one of the following scenarios is true:
    - If Legacy Location data does not meet Mark43 data requirements, Addresses require at least a Street Number and Street Name, Ranges require at least a Range Name, Cross Streets require at least two Street Names
      OR
    - Legacy Location data does not maintain a reliable formatting, such as Addresses are contained in one field and consistent data entry of order is not maintained thus reliable locations cannot be built programmatically.
  - If either of these scenarios are true, Mark43 will bring over the Location data as a non-searchable legacy detail associated with the Evidence Item migrated or Person migrated.

Names

- Legacy Names will be migrated as Mark43 Names. Mark43 Names will have the following key data elements migrated:
  - Created Date
  - Created By
  - Updated Date
  - Updated By
  - Persons
    - First Name
    - Middle Name
    - Last Name
    - Social Security Number
    - Driver's License Number
    - Driver's License State
    - Date of Birth
    - Sex
    - Race
    - Phone Number Home
    - Phone Number Work
    - Phone Number Cell
    - Home Address
      - One address per person
  - Organization
    - Organization Name
    - Organization Type
    - Phone Number Home
    - Phone Number Work
    - Phone Number Cell
    - Organization Address
      - One address per organization
  - Attachments
- Filter(s): Item Owners of items taken into Police Custody
- Incomplete data set or unreliable formatting
  - Mark43 reserves the right to not bring over legacy Person information as Person Profile level data if one of the following scenarios is true:
    - If Legacy Name data does not meet Mark43 data requirements, Persons require at least a First Name and Last Name and Organizations require an organization
    - **OR**
    - Legacy Name data does not maintain a reliable formatting, such as Legacy Persons First Name and Last Name are contained in one field and consistent data entry of order is not maintained thus reliable person profiles cannot be built programmatically.

- If either of these scenarios are true, Mark43 will bring over the Name data as a non-searchable legacy detail associated with the Evidence Item migrated.

Reports

- Legacy Reports will be migrated as Mark43 Reports. Mark43 Reports will have the following key data elements migrated:
  - Created Date
  - Created By
  - Updated Date
  - Updated By
  - Reporting Event Number
  - Case Status
    - Case status will be migrated as Migration Closed
      - The parent attribute will be set to INACTIVE so that records do not show up as new reports
  - Submitted by
  - Submitted Date
  - Approved By
  - Approved Date
  - UCR Approved By
  - UCR Approved Date
  - Attachments
  - Report Permissions
- Filter(s): Custodial Property reports of items taken into Police Custody
- Default(s):
  - Report Creation
    - If there are no Custodial Property Reports (sometimes referred to as Property/Inventory Reports) in the legacy system, Mark43 will build the Custodial Property Report based off the Evidence Item's source reporting event number, as Custodial Property Reports are required to house evidence items within Mark43. Default values will be used if Mark43 must build the reports

Items

- Legacy Items will be migrated as Mark43 Items. Mark43 Items will have the following key data elements migrated:
  - Created Date
  - Created By
  - Updated Date
  - Updated By
  - Item Category
  - Item Description

- Primary Color
- Secondary Color
- Serial Number
- Item Make
- Item Model
- Biohazard
- Vehicle Details:
  - Vehicle Make
  - Vehicle Model
  - License Plate
  - VIN
  - Year
  - Registration State
  - Registration Year
  - Registration Type
  - Body Type
  - Mileage
  - Insurance Name
  - Insurance Policy Number
- Firearm Details:
  - Firearm Make
  - Registration Number
  - Caliber
  - Number of Shots
  - Alteration Indicated
  - Barrel Length
  - Grip
  - Stock
  - Finish
- Drug Details:
  - Measurement Unit
- Property Status
  - All Statuses will be mapped to IN_POLICE_CUSTODY as a parent status
- Reason for Police Custody
- Forfeiture Amount
- Item Recovered By
- Declared Value
- Owner Notified
- Quantity
- Sequence Number
- Item Owner
- Recovered Location

- ⊄ Barcode
- ⊄ Additional Item Identifiers
  - Unique searchable item identifiers not listed above
- ⊄ Responsible Officer
- ⊄ Attachments

∉ Filter(s): Items taken into Police Custody

∉ Default(s)

- ⊄ If no Item Type is present in the legacy system and no mapping is done, all items will be defaulted to Item Type – Item.
  - The Mark43 Item Type attribute is a generic bucket to categorize items, such as firearms, drugs, items, etc.
- ⊄ If Sequence Numbers of items are not unique by Reporting Event Number for items, Mark43 will assign new sequence numbers to the items. Mark43 requires a unique sequence number by Reporting Event Number, and the original Sequence Number will be migrated as a legacy detail

∉ Incomplete Data Set

- ⊄ Mark43 requires that all items have an Item Category. If there is an item without an Item Category, it will be defaulted to a MIGRATED ITEM with an Item Type of Item
  - The Mark43 Item Category attribute is a specific identification of an item, such as marijuana, household goods, alcohol, etc.

Chains of Custody

∉ Legacy Chains of Custody will be migrated as Mark43 Chains of Custody. Mark43 Chains of Custody will have the following key data elements migrated:

- ⊄ Created By
- ⊄ Created Date
- ⊄ Updated By
- ⊄ Updated Date
- ⊄ Chain Event Type
  - Types will have a chain event category of MIGRATED or DISPOSITIONED
- ⊄ Chain of Custody Date
- ⊄ Chain of Custody Officer
- ⊄ Received By
- ⊄ Chain of Custody Details
- ⊄ Storage Facility
- ⊄ Storage Location
- ⊄ Storage Location Barcode
- ⊄ Disposition Event Type
- ⊄ Disposition User
- ⊄ Disposition Comment
- ⊄ Retention Policy

        - Retention policies will be migrated as one retention policy for all items or buckets of retention periods that can be set programmatically
    - Staff Remarks
    - Staff Remark Date
    - Staff Remark Author
- Filter(s): Chains of Custody of Items taken into Police Custody
- Default(s):
    - If there is no Chain of Custody associated with an Item taken into Police Custody, a default Chain of Custody Event and Storage Location will be used
        - Migrated as the Chain Event
        - Migration Location as the Storage Location in the Main Facility
    - If Storage Locations are used to show Disposition Statuses (Destroyed, Returned to Owner, Auctioned, etc.), a disposition event will be created instead of the Storage Location being used
- Duplicate Chain Event Times
    - If the legacy system allows for Chain of Custody Events to happen at the exact same date and time, Mark43 cannot guarantee they will show in the same order.

Exclusions from Evidence Migration

The following legacy entities are **not** in scope for migration:

- CAD
- Offense Codes
- RMS Reports
- Items not taken into Police Custody

Supplemental Migration Information

Assumptions

- The data migrated into Mark43 does not represent the full audit history of the legacy system. Entities will be migrated with the latest associated metadata: created date, created by, modified date, modified by.
- Any changes to the scope prior to the completion of the migration project may impact the project timeline and/or services cost and will be managed by the project team.
- All entities in scope for migration must conform to Mark43's data model.
- The Project Plan has critical path dependencies requiring Mark43 and Subscriber to work closely to meet the planned timeline. See Appendix A for sample project plan.
- Mark43 does not create data where data is missing in the legacy system. If one of the above key data elements does not exist within Subscriber's data set, that field

will not be migrated or it will be defaulted to a standard value.
- All legacy reports will be migrated to Completed state by default.

Data Access

- **Subscriber** will provide full unencrypted backups of all in-scope databases in one of the following formats: MS SQL Server, Oracle, MySQL, or CSV. **Subscriber** will deliver these backups to a secure Mark43 AWS S3 bucket.
- **Subscriber** will provide in-scope legacy database backups in a consistent file format with consistent table structure and field types
    - ⊄ **Subscriber** will clearly communicate and coordinate any required changes with Mark43 and will revert changes based on feedback from Mark43
- **Subscriber** will generate and deliver all in-scope attachments (photos, diagrams, PDFs, mugshots, etc.) to a secure Mark43 S3 bucket.

Data Cleanup

Mark43 does not perform any data cleanup, deduplication, merging, or consolidation tasks as part of the data migration project. **Subscriber** is responsible for performing data cleanup tasks in the legacy RMS prior to delivering data to Mark43.

Mapping

Subscriber will be responsible for mapping legacy reference values to Mark43 reference values prior to migration into Mark43 if applicable.

Development

- **Mark43** will ensure all in scope entities are supported by the migration framework prior to Go Live
- **Mark43** will develop the ETL (Extract, Transform, Load) code to migrate the data from the legacy system(s) to Mark43 RMS and/or Evidence

Validation

Mark43 responsibilities

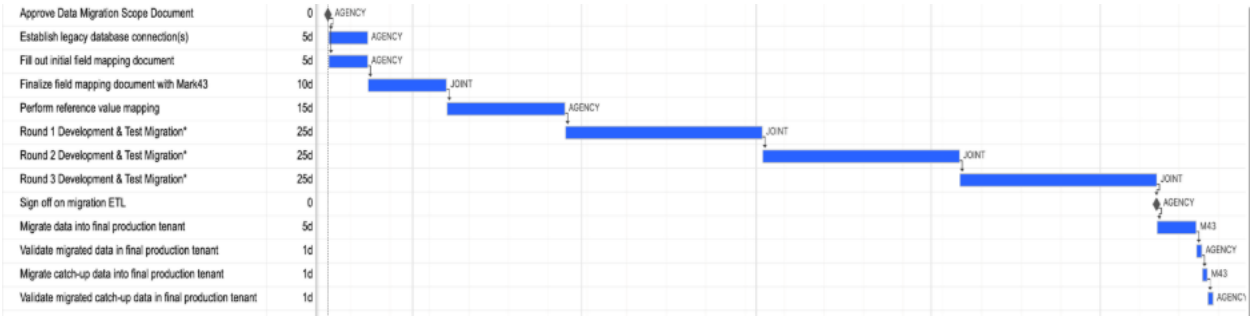
- **Mark43** will perform test migrations into a tenant accessible by Subscriber as specified in the Implementation Plan
- **Mark43** will perform a high-level general review of migrated data
- **Mark43** will guide Subscriber in a data validation and review process
- **Mark43** will correct valid bugs and make mapping change requests until the final migration requirements are met or the Go Live migration commencement date has arrived
- **Mark43** is not responsible for providing any additional validation services for

migrated data

Subscriber responsibilities

- **Subscriber** will perform a thorough, in-depth review of migrated data
- **Subscriber** will share printouts and/or screenshots of legacy records as requested by Mark43
- **Subscriber** will perform field-level data validation on the migrated data
- **Subscriber** will perform functionality testing on the migrated data by performing test workflows on the migrated data
- **Subscriber** will perform NIBRS/UCR validation with assistance from their State/Regional NIBRS/UCR office
- **Subscriber** will log bugs and mapping change requests found during migrated data validation
- **Subscriber** can perform any additional validation as they see fit

Appendix A – Sample Project Plan



SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this "**Agreement**") is effective as of _____ (the "**Effective Date**") by and between Mark43, Inc. ("**Mark43**"), with a place of business at 8 West 40th Street, 2nd Floor, New York, NY 10018, and the City of Miami Springs on behalf of its Police Department ("**Subscriber**"), with a place of business at 201 Westward Dr, Miami Springs, Fl 33166.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1 "**Affiliate**" means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 "**Affiliated Agency**" means any government agency to which Subscriber is legally or contractually permitted to share certain Subscriber Data and/or access to an Application.

1.3 "**Applicable Law(s)**" means, with respect to any party, any foreign, federal, state or local law, including, without limitation, statutes, regulations, ordinances, and similar authorities, applicable to such party's performance hereunder.

1.4 "**Applications**" means the object code versions of Mark43's software applications for which Subscriber is purchasing subscriptions under an Order Form, as described in such Order Form, and all Updates made available by Mark43 to Subscriber under this Agreement.

1.5 "**Authorized Users**" means employees of Subscriber and any Affiliated Agency who are authorized to access and use the Applications on Subscriber's behalf in accordance with the applicable security designation(s), pursuant to which full or limited access to the applicable Applications may be granted.

1.6 "**Documentation**" means the documentation regarding the functionality and use of the Applications made available to Subscriber by Mark43, including the technical requirements described at https://mark43.com/tech-requirements, which technical requirements may be updated from time to time upon reasonable advance written notice (email acceptable) to Subscriber.

1.1 **"Go Live"** means the date of cutover to each respective Mark43 Application.

1.7 **"Interface Software**" means the object code version of any interface software made available by Mark43 to Subscriber under this Agreement for download and installation in connection with Subscriber's use of the Applications with its own systems.

1.8 "**Intellectual Property Rights**" means all intellectual and industrial property rights, whether now existing or existing in the future, including (a) all patent rights, including any rights in pending patent applications and any related rights; (b) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (c) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (c) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (e) all other rights covering industrial or intellectual property recognized in any jurisdiction.

1.2 "**Mark43 Integrated Application**" means a third-party product, service, database, or application, other than Subscriber Integrated Applications, that is incorporated in, integrated with, accessed through, or used to host the SaaS Services.

1.9 "**Mark43 Integrated Application Data**" means all data, information, content and other materials provided or made available by a Mark43 Integrated Application.

1.10 "**Mark43 Materials**" means, collectively, the Website, Applications, SaaS Services, Updates, Documentation, Interface Software, Work Product, Mark43 Integrated Applications, and Mark43 Integrated Application Data.

1.11 "**Order Form**" means each Mark43 order form agreed to and executed by a duly authorized representative of each of Mark43 and Subscriber that references this Agreement and that identifies the Applications and/or Professional Services ordered by Subscriber and the fees to be paid by

Subscriber thereunder. An Order Form may include a Statement of Work. Each Order Form is incorporated into and subject to the terms of this Agreement.

1.12 "**Professional Services**" means any implementation, training, project management, consulting and other services (outside the scope of the Support Services) that are described in a Statement of Work.

1.13 "**SaaS Services**" means Mark43's provision of the Applications to Subscriber on a software-as-a-service basis for remote access use by Subscriber and its Authorized Users.

1.14 **"Services**" means, collectively, the SaaS Services, Support Services, and any Professional Services.

1.15 **"Statement of Work**" means a written description of the Professional Services ordered by Subscriber that is agreed to and executed by a duly authorized representative of each of Mark43 and Subscriber and that references this Agreement. Each Statement of Work is incorporated into and subject to the terms of this Agreement.

1.16 "**Subscriber Data**" means (a) all data, information, content and other materials transmitted by Subscriber or any Authorized User to the Applications, (b) all Subscriber Integrated Application Data, and (c) all Subscriber-specific output resulting from Subscriber's and its Authorized Users' use of the Applications that is displayed to Subscriber on the Applications, excluding in all cases Third-Party Data, data owned, provided, or made available by Mark43, and data imported by Mark43 from third-party software at Subscriber's request for data migration purposes.

1.17 "**Subscriber Integrated Application"** means a third-party product, service, database, or application set forth on an Order Form that will be installed, linked or enabled by or on behalf of Subscriber for use in connection with the SaaS Services (e.g. NCIC).

1.18 "**Subscriber Integrated Application Data**" means all data, information, content and other materials provided or made available by a Subscriber Integrated Application.

1.19 "**Subscriber Integrated Application Provider**" means the third party who provides or makes available the applicable Subscriber Integrated Application, which may include other vendors, Affiliated Agencies, state agencies and local agencies.

1.20 "**Support Services**" means the support services provided by or on behalf of Mark43 with respect to Subscriber's use of the Applications and the service level agreement, as described at https://mark43.com/support-services/, which is incorporated herein by this reference, and which may be updated from time to time by Mark43, provided such updates do not materially degrade Mark43's support offering.

1.21 **"Third-Party Data"** means any data, information, content and other materials made available by any third party, including Subscriber Integrated Application Data and Mark43 Integrated Application Data.

1.22 "**Updates**" means any and all new releases, new versions, modifications, enhancements, patches and other updates for the Applications that Mark43 makes generally available without additional charge to its other subscribers to such Applications.

1.23 "**Website**" means any internet website through which Mark43 provides the SaaS Services under this Agreement.

1.24 "**Work Product**" means all materials, software, tools, data, inventions, works of authorship and other innovations of any kind that Mark43, or personnel working for or through Mark43, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing Professional Services or as a result of such Professional Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection, including any customizations or configurations to the Applications or Interface Software.

2. PROVISION OF THE SERVICES AND SOFTWARE.

2.1 **SaaS Services**. Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants to Subscriber a non-exclusive, non-transferable (except as permitted by Section 11.2), non-sublicensable (a) right to access and use, and to permit Authorized Users to access and use solely for the benefit of Subscriber and its Affiliated Agencies, the Applications, and (b) license to download and install on Subscriber's servers, and use in connection with Subscriber's use of the Applications hereunder, any Interface Software, in each case of (a) and (b), solely in furtherance of Subscriber's legitimate internal business purposes and in accordance with this Agreement and the Documentation. Mark43 will be responsible for hosting the Website and the Applications, and

Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third-party software, hardware and services necessary for them to access the Website through the internet, including as set forth in the Documentation. Subscriber will be responsible to Mark43 for each Authorized User's compliance with the restrictions on use and other terms and conditions of this Agreement and for each Authorized User's acts and omissions in connection with their use of the SaaS Services.

2.2 **Professional Services**. Subject to the terms and conditions of this Agreement, Mark43 will provide to Subscriber the Professional Services agreed to by Subscriber and Mark43 and set forth in a Statement of Work. To the extent any Professional Services involve the development of any Work Product, all Intellectual Property Rights to such Work Product will be solely owned by Mark43, will be deemed to be included in the definition of SaaS Services and will be provided to Subscriber on the terms set forth herein.

2.3 **Access to Documentation**. Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.

2.4 **Support Services**. Subject to the terms and conditions of this Agreement, Mark43 will provide to Subscriber the Support Services.

2.5 **Restrictions on Use.** Except as expressly permitted in this Agreement or the Documentation, Subscriber and its Authorized Users will not, directly or indirectly, and will not permit any other party to: (a) share Subscriber's or any Authorized User's login credentials to the Applications, Support Services and Documentation; (b) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of any of the Mark43 Materials or of any files contained in or generated by any Mark43 Materials; (c) copy, modify, adapt or translate any of the Mark43 Materials, or otherwise make any use, resell, distribute or sublicense any of the Mark43 Materials; (d) make any of the Mark43 Materials available on a "service bureau" basis or otherwise provide to or allow any third parties to access or use any of the Mark43 Materials; (e) remove or modify any proprietary marking or restrictive legends of Mark43 or its suppliers in or on any of the Mark43 Materials; (f) use any of the Mark43 Materials in violation of any Applicable Law; (g) use any of the Mark43 Materials or any Mark43 Integrated Applications to create or augment any mapping or navigation related dataset, business listings database, mailing list, or telemarketing list, for use in connection with any products or services other than the SaaS Services; (h) introduce into any of the Mark43 Materials any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (i) use any of the Mark43 Materials to post advertising or listings; (j) use any of the Mark43 Materials to defame, abuse, harass, stalk, or threaten others; (k) if Subscriber's organization is based in the United States, permit access or use of any of the Mark43 Materials by any individual located outside the United States; (l) hide or obscure any Authorized User's location; (m) access or use or permit others to access or use, any of the Mark43 Materials (i) for any activities other than to enhance Subscriber's own services and professional judgment, or (ii) in any manner such that the Mark43 Materials are the only resources being utilized by Subscriber or any Authorized User to make a decision that could lead to death, personal injury, or property damages; or (n) access or use any of the Mark43 Materials to create a competitive product or service. In addition, Subscriber and its Authorized Users may not access or use any of the Mark43 Materials if in direct competition with Mark43, and will not allow access to or use of any of the Mark43 Materials by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with all additional restrictions relating to its use of any Mark43 Integrated Applications and Subscriber Integrated Applications.

2.6 **Security Obligations.** Subscriber and its Authorized Users shall securely manage their respective password(s) for access to the Applications. Subscriber shall notify Mark43 as soon as practicable in the event it becomes aware of any unauthorized access or use of the Applications, or of any of its or its Authorized Users' passwords or accounts. Unless expressly stated otherwise in the applicable Order Form, a single username or password may not be used by more than one (1) Authorized User. In addition, Authorized Users may log into the Applications from only one location at any given time; concurrent usage (or sign in) under a single username is prohibited, unless Subscriber has a business justification for concurrent usage, in which case Subscriber must obtain Mark43's prior written approval for such usage . Subscriber is responsible for all activities conducted using its and its Authorized Users' user accounts in use of the Applications. Subscriber shall comply with all Applicable Laws in connection with use of the Services and Applications, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide

true, accurate, current and complete registration data for each account it creates via the Applications, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.

2.7 **Changes to SaaS Services**. Mark43 may make changes and Updates to the Applications and SaaS Services, provided that it does not materially derogate the overall quality of the Applications or SaaS Services. Mark43 does not guarantee that the Applications or SaaS Services are or will remain compatible with any particular third-party software or equipment, and may, upon written notice, terminate its support for any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the SaaS Services.

2.8 **Data Sharing**. Mark43 will allow Subscriber to grant Affiliated Agencies specified levels of access to Subscriber Data pursuant to an executed data-sharing agreement between Subscriber and the applicable Affiliated Agency, and with permissions subject to the parameters laid out in such data-sharing agreement. Subscriber shall provide Mark43 with a copy of the executed data-sharing agreement prior to Mark43's allowing of any such data-sharing. As between Mark43 and Subscriber, Subscriber will be solely responsible for any damages, losses and liabilities that arise as a result of such data-sharing. For the avoidance of doubt, in the event Subscriber enables Affiliate Agencies to access Subscriber Data without providing proof of a data-sharing agreement, Subscriber shall be solely responsible for any damages, losses and liabilities that arise as a result of such data-sharing.

2.9 **No Charge Access**. If any Applications or SaaS Services are provided or made available to Subscriber for pilot, evaluation, beta, pre-release, or otherwise for free, as identified by Mark43 (each, a "**Pilot Service**"), Mark43 hereby grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable right to access and use such Pilot Service pursuant to the terms of this Agreement, solely for the purpose of internally evaluating the Pilot Service in consideration of a purchase of a full, non-evaluation subscription to such Pilot Service ("**Non-Pilot Subscription**"). Notwithstanding the foregoing or any other provision set forth herein, Subscriber acknowledges and agrees: (a) that such access and use right will terminate on the end date of the predetermined period set forth in the applicable Order Form or otherwise agreed in writing by the parties ("**Pilot Term**"), or may be terminated earlier upon written notice provided by either party to the other; (b) that such Pilot Service and any associated Documentation are provided to Subscriber "AS IS" and "AS AVAILABLE" without any Mark43 warranties, indemnification obligations, or support obligations of any kind, express or implied; and (c) that in no event will Mark43's or any of its suppliers' total and aggregate liability arising out of or related to such Pilot Service exceed $1,000. The parties may agree in the applicable Order Form or otherwise in writing for Subscriber's use of the Pilot Service to convert automatically into a Non-Pilot Subscription upon the expiration of the Pilot Term without having to enter into an additional Order Form. Except to the extent such terms conflict with this Section, all other terms of this Agreement will apply to each such Pilot Service.

3. PROPRIETARY RIGHTS.

3.1 **Ownership of Subscriber Data.** As between Mark43 and Subscriber, Subscriber owns the Subscriber Data. Subscriber hereby grants to Mark43, a royalty-free, worldwide, non-transferable (except as permitted by Section 11.2), non-sublicensable (except to Mark43's contractors on a need-to-know basis to assist Mark43 in providing the Services), license to use the Subscriber Data to configure and provide the Services to Subscriber, to prevent or address service or technical problems, in accordance with this Agreement and the Documentation, and otherwise in accordance with Subscriber's requests or instructions. Mark43 may also use Subscriber Data in anonymized and/or aggregated form to develop analytics and improvements that may be used in connection with the Mark43 products and services, provided that Mark43 may not sell or offer for sale any Subscriber Data on a standalone basis, whether in Subscriber identifiable, or anonymized and aggregated form.

3.2 **Ownership of and Reservation of Rights to Mark43 Materials.** As between Mark43 and Subscriber, Mark43, its Affiliates or its or their suppliers own all right, title and interest in and to the Mark43 Materials and all related technology and Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Mark43, its Affiliates and its and their suppliers reserve all rights, title and interest in and to the Mark43 Materials and all related technology and Intellectual Property Rights. No rights or licenses are granted to Subscriber hereunder other than as expressly set forth in this Agreement.

3.3 **Subscriber Feedback**. Subscriber and its Authorized Users may elect to provide Mark43 with suggestions, enhancement requests, recommendations and other feedback concerning the Mark43 Materials (the "**Subscriber Feedback**"). Subscriber hereby assigns and agrees to assign all Subscriber Feedback and all Intellectual Property Rights therein to Mark43 without lien or

encumbrance and agrees that Subscriber Feedback will be the sole property of Mark43 and that Mark43 may use Subscriber Feedback in its discretion without obligation to Subscriber. Mark43 has no obligation to make Subscriber Feedback an improvement. For the avoidance of doubt, Subscriber Feedback does not constitute Confidential Information of Subscriber hereunder.

3.4 **Usage Data**. Mark43 may collect certain information in connection with Subscriber's access to or use of the Services, such as access records, date and time stamps, transaction and activity records and system performance data ("**Usage Data**"). As between Mark43 and Subscriber, Mark43 owns all Usage Data. Mark43 will provide Subscriber with access to those subcategories of Usage Data to which Subscriber must be granted access in accordance with the Criminal Justice Information Services ("**CJIS**") Security Policy.

3.5 **Data Security**. Terms applicable to the privacy and security of Subscriber Data are set forth in Mark43's data processing addendum set forth at https://mark43.com/data-processing-addendum/, which is incorporated herein by this reference, and which may be updated from time to time by Mark43, provided such updates do not materially degrade Mark43's data security obligations (the "**Data Processing Addendum**").

4. INTEGRATED APPLICATIONS.

4.1 **Mark43 Integrated Applications**. Mark43 Integrated Applications may be included by Mark43 and provided or made available to Subscriber through the SaaS Services. In connection with the functionality provided by or through such Mark43 Integrated Applications, Subscriber hereby accepts and agrees to be bound by the terms and conditions applicable to such Mark43 Integrated Applications as set forth at https://mark43.com/integrated-application-terms/ which may be updated from time to time upon reasonable advance written notice (email acceptable) to Subscriber (the "**Mark43 Integrated Application Terms**"). In the event of any inconsistency or conflict between the applicable Mark43 Integrated Application Terms and the terms of this Agreement, the Mark43 Integrated Application Terms shall govern with respect to Subscriber's access to and use of the applicable Mark43 Integrated Application.

4.2 **Subscriber Integrated Applications; Third-Party Data**. To the extent Subscriber installs, links to or enables any Subscriber Integrated Application for use with the Applications or SaaS Services, Subscriber grants and agrees to grant (and will cause the applicable Subscriber Integrated Application Provider to grant) to Mark43 permission to access, retrieve, view, store, copy, modify and process Subscriber Integrated Application Data from Subscriber's existing account(s) on each such Subscriber Integrated Application to the extent necessary to facilitate the interoperation of such Subscriber Integrated Application with the Applications or SaaS Services. To the extent Subscriber requires a Subscriber Integrated Application Provider's assistance to install, link to or enable any Subscriber Integrated Application for use with the Applications or SaaS Services, Subscriber shall separately contract with each such Subscriber Integrated Application Provider for any such assistance. In no event will Mark43 be responsible or liable for any Subscriber Integrated Application or any Subscriber Integrated Application Data or other Third-Party Data, or for any failure of a Subscriber Integrated Application to properly interoperate with any Application or the SaaS Services; provided, however, to the extent that Mark43 creates, pursuant to a Statement of Work, an interface for a Subscriber Integrated Application, Mark43 shall be responsible for such interface only, subject to the terms and conditions of this Agreement and the applicable Statement of Work. Mark43 may at any time, in its sole reasonable discretion, including upon the request of a Subscriber Integrated Application Provider or due to an actual or potential security threat, disable any connection between a Subscriber Integrated Application and the Applications or SaaS Services, and any access, retrieval and viewing of Subscriber Integrated Application Data via the Applications or SaaS Services. For the avoidance of doubt, Subscriber's access to and use of Subscriber Integrated Applications and Subscriber Integrated Application Data shall be at Subscriber's sole risk and subject to the terms and conditions of Subscriber's separate agreement(s) with the applicable Subscriber Integrated Application Providers.

5. FEES AND PAYMENT TERMS.

5.1 **Fees for the Services**. Subscriber will pay the fees as stated in the relevant Order Form (the "**Fees**") in accordance with the payment schedules set forth therein. Mark43 will invoice Subscriber for Fees in accordance with the invoice schedules set forth in the relevant Order Form. Except as expressly set forth herein, all payment obligations are non-cancelable and all payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars.

5.2 **Overdue Payments**. Any payment not received from Subscriber by the due date shall accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by Applicable Law, whichever is lower, from the date such payment was due until the date paid.

5.3 **Taxes.** Subscriber will pay all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("**Taxes**"). All Fees are exclusive of Taxes. If any such Taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement.

6. TERM AND TERMINATION.

6.1 Term.

(a) Term of this Agreement**.** This Agreement begins on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will continue until the expiration of all periods of performance specified in an Order Form (the "**Term**").

(b) Term of Order Forms**.** The initial term of each Order Form will commence on the start date set forth in such Order Form and, unless earlier terminated in accordance with the terms of this Agreement, will remain in effect through the "end date" specified therein, and will renew per the terms specified therein.

6.2 Termination; Suspension of Services.

(a) Termination for Breach by Either Party. Either party may terminate this Agreement or an Order Form upon written notice to the other party, if the other party materially breaches this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

(b) Termination for Non-Appropriation. If Subscriber is a government agency, Subscriber's payment obligations under this Agreement extend only to funds appropriated annually by Subscriber or Subscriber's governing body for the purpose of this Agreement. For each succeeding fiscal period covered by this Agreement, Subscriber agrees or shall cause the applicable agency or department responsible for Subscriber's payment obligations under this Agreement to agree to include in its budget request appropriations sufficient to cover Subscriber's annual financial obligations under this Agreement. If, after making reasonable efforts to obtain relevant funding, Subscriber is appropriated insufficient funds to continue annual payments under a specific Order Form, Subscriber may terminate that Order Form by giving Mark43 not less than thirty (30) days' prior written notice. Upon termination under this paragraph, Subscriber shall compensate Mark43 or, where applicable, its reseller or distributor for all Services rendered prior to the effective date of termination the Fees for which remain outstanding.

(c) Suspension of Services. To the extent permitted by Applicable Law, in addition to any other rights or remedies it may have under this Agreement or Applicable Law, Mark43 may immediately suspend provision of the Services without liability to Subscriber: (a) if Subscriber's account is more than sixty (60) days past due, until paid in full; (b) if Subscriber breaches Section 2.5 (Restrictions on Use) or Section 2.6 (Security Obligations); (c) to avoid harm or liability to Mark43, its Affiliates or its other customers, including in the case of denial of service attacks or other disruptions; or (d) if required by Applicable Law or a governmental authority. Subscriber shall remain liable for any Fees and other amounts payable under this Agreement during any period of suspension. Mark43 will use commercially reasonable efforts to restore Subscriber's rights to use and access those portions of the Services or accounts that gave rise to the suspension promptly after Subscriber has resolved the problem giving rise to the suspension.

6.3 Effect of Termination. In the event of any termination or expiration of this Agreement,

(a) Subscriber will pay all amounts payable hereunder as of the termination or expiration date;

(b) All rights, licenses and access granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the Mark43 Materials;

(c) Upon Subscriber's written request prior to the effective date of termination, Mark43 will provide Subscriber with a copy of the Subscriber Data within ninety (90) days of the effective date of termination; and

(d) Subscriber will either return to Mark43 or at Mark43's option, destroy, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control. Upon the written request of Mark43, Subscriber will provide a written certification of its compliance with this paragraph.

6.4 Survival. This Section 6.4 and the following sections will survive any termination or expiration of this Agreement: Section 3 ("Proprietary Rights"), Section 4 ("Integrated Applications"), Section 5 ("Fees and Payment Terms"), Section 6.3 ("Effect of Termination"), Section 7 ("Confidentiality"), Section 8.3 ("Disclaimer"), Section 9 ("Limitation of Liability"), Section 10 ("Indemnification"), and Section 11 ("Miscellaneous").

7. CONFIDENTIALITY.

7.1 Definition of Confidential Information. For the purposes of this Agreement, "**Confidential Information**" means: (a) with respect to Mark43, the Mark43 Materials, and any and all source code relating thereto, as well as any non-public information or material regarding Mark43's legal or business affairs, products, technology, financing, pricing, customers, properties or data, and (b) with respect to Subscriber, the Subscriber Data and any non-public information or material regarding Subscriber's legal or business affairs, technology, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is generally publicly available at the time of disclosure or becomes generally publicly available after disclosure through no fault of the party to which the Confidential Information has been disclosed (the "**Receiving Party**"); (ii) is documented as being known to the Receiving Party free of any confidentiality obligations prior to its disclosure by the other party (the "**Disclosing Party**"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party, free of any confidentiality obligations, from a third person who was rightly in possession of such information.

7.2 Use and Disclosure of Confidential Information. The Receiving Party will, with respect to all Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only to perform its obligations or exercise its rights under this Agreement; (ii) subject to Section 7.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and who are subject to confidentiality obligations with respect to such Confidential Information no less restrictive than those set forth herein; and (iii) except as expressly provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

7.3 Protection of Confidential Information. The Receiving Party will protect the confidentiality of all Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).

7.4 Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party in accordance with Section 7.2, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

7.5 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Applicable Law will not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's request and cost, if the other party wishes to contest the disclosure.

7.6 Public Records.

(a) For purposes of this Section 7 (Confidentiality), the term "**Public Records Request**" shall mean any request for the disclosure of records pursuant to a state public records law or "sunshine" law, federal Freedom of Information Act or other comparable law.

(b) To the extent Subscriber is subject to a Public Records Request that seeks the disclosure of any information or materials provided by Mark43 to Subscriber prior to, during or after the Term, Subscriber shall, prior to any such disclosure, promptly notify Mark43 of such Public Records Request in writing (to the extent legally permitted to do so) and provide reasonable assistance,

at Mark43's request and cost, if Subscriber plans to release specific information or materials that Mark43 believes are exempt from disclosure requirements. Subscriber shall also identify for Mark43 the information or materials it intends to disclose, and provide Mark43 at least ten (10) days to review prior to disclosure, or if such time is not available or permitted under Applicable Law, at least as much time as would be reasonable to allow Mark43 to meaningfully review and seek appropriate relief. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described herein.

7.7 CJIS Standards; Employee Background Checks.

(a) Subscriber understands and agrees that Mark43 utilizes Cloud Providers (as defined in the Data Processing Addendum) to host the Applications, SaaS Services and Subscriber Data.

(b) Subscriber may request reasonable records from Mark43 from time to time to assess Mark43's adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI. For the avoidance of doubt, Subscriber may need the consent of Cloud Providers to obtain any records or information from Cloud Providers.

(c) Subscriber will have the opportunity to run, at Subscriber's request and expense, reasonable background checks on Mark43 employees who will have unescorted access to unencrypted Subscriber Data in Subscriber's production environment (such employees, the "**Covered Employees**"), provided that Mark43 may assume that a Covered Employee has been cleared by Subscriber if Mark43 does not receive an adverse response from Subscriber within thirty (30) days of a submission of a background check request.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have throughout the Term, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations during the Term of this Agreement.

8.2 Services Warranty.

(a) Mark43 represents and warrants that the Applications and SaaS Services will be made available to Subscriber in accordance in all material respects with the Documentation. Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43, through the Support Services, to use commercially reasonable efforts to remedy the breach within a commercially reasonable amount of time.

(b) Mark43 represents and warrants that the Professional Services will be provided in a professional manner and that for a period of thirty (30) days from Go Live (the "**Warranty Period**"), the Work Product will operate in material accordance with the specifications provided by Mark43 or otherwise agreed between the parties in writing (including in the applicable Statement of Work). Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43 to use commercially reasonable efforts to work with Subscriber to resolve the issue causing such breach within a commercially reasonable amount of time. After the Warranty Period, if Subscriber experiences any issue with the Work Product, the parties must enter into a new Statement of Work to address such issues at Mark43's then-current Professional Services pricing. For clarity, Mark43's Support Services do not apply to or provide support for any Professional Services or Work Product.

8.3 Disclaimer. USE OF THE MARK43 MATERIALS IS NOT, AND IS NOT INTENDED TO BE, A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF AUTHORIZED PARTIES, INCLUDING DISPATCHERS, LAW ENFORCEMENT OFFICERS, INVESTIGATORS OR FIRST RESPONDERS. THE MARK43 MATERIALS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND THE DATA PROVIDED OR MADE AVAILABLE BY MARK43 OR ITS SUPPLIERS IN CONNECTION WITH THE MARK43 MATERIALS SHOULD NOT REPLACE OTHER EMERGENCY INFORMATION AND SHOULD NOT BE EXCLUSIVELY RELIED-UPON IN AN EMERGENCY SCENARIO. SUBSCRIBER SHALL BE SOLELY RESPONSIBLE FOR ALL ITS OWN ACTIONS OR FAILURE TO ACT IN CONNECTION WITH ITS AND ITS AUTHORIZED USERS' USE OF THE MARK43 MATERIALS AND ANY THIRD-PARTY DATA, INCLUDING WITH RESPECT TO COMPLIANCE

WITH APPLICABLE LAWS, AND MARK43 AND ITS SUPPLIERS ASSUME NO RESPONSIBILITY, LIABILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED OR MADE AVAILABLE BY MARK43 OR ITS SUPPLIERS THROUGH THE MARK43 MATERIALS OR ANY THIRD-PARTY DATA. SUBSCRIBER AND THE APPLICABLE AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR, AND SUBSCRIBER WILL BE SOLELY LIABLE FOR, (a) VERIFYING THE ACCURACY, COMPLETENESS, AND SUITABILITY OF ANY DATA USED IN CONNECTION WITH THE SERVICES, AND (b) ANY CONSEQUENCES OF A "HARD DELETE" (i.e., WHEN DATA IS PERMANENTLY REMOVED FROM A DATABASE) OF ANY SUBSCRIBER DATA PERFORMED BY OR AT THE REQUEST OF SUBSCRIBER OR ANY OF ITS AUTHORIZED USERS. SUBSCRIBER ACKNOWLEDGES THAT THE MARK43 MATERIALS DO NOT CONTAIN OR PROVIDE LEGAL ADVICE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED BY MARK43 IN SECTION 8.1 AND SECTION 8.2, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MARK43 AND ITS SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE MARK43 MATERIALS. MARK43 AND ITS SUPPLIERS DO NOT WARRANT THAT THE MARK43 MATERIALS WILL BE ERROR FREE OR UNINTERRUPTED. MARK43 AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OF THEIR REASONABLE CONTROL. NEITHER MARK43 NOR ANY OF ITS SUPPLIERS MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER TO SUBSCRIBER OR ANY OTHER PARTIES WITH RESPECT TO ANY MARK43 INTEGRATED APPLICATIONS, MARK43 INTEGRATED APPLICATION DATA, SUBSCRIBER INTEGRATED APPLICATIONS, SUBSCRIBER INTEGRATED APPLICATION DATA, OR ANY THIRD-PARTY DATA.

SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND APPLICATIONS MAY INCLUDE, INCORPORATE, AND/OR BE DERIVED FROM, AND THAT IN PROVIDING THE SERVICES MARK43 MAY UTILIZE OR EMPLOY, SYSTEMS, APPLICATIONS, MODELS (INCLUDING LARGE LANGUAGE MODELS), ALGORITHMS, TOOLS, OR SERVICES THAT PERFORM TASKS COMMONLY ASSOCIATED WITH HUMAN INTELLIGENCE, SUCH AS LEARNING, REASONING, PREDICTIVE ANALYTICS, OR GENERATIVE CONTENT CREATION ("AI TECHNOLOGY"). SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT AI TECHNOLOGY, AS WELL AS ANY DATA, RECOMMENDATIONS, PREDICTIONS, TEXT, OR OTHER MATERIAL PRODUCED, IN WHOLE OR IN PART, THROUGH THE USE OF AI TECHNOLOGY ("AI-GENERATED OUTPUT"), ARE PROBABILISTIC IN NATURE AND MAY GENERATE INCOMPLETE, INACCURATE, OR INAPPROPRIATE RESULTS. ACCORDINGLY, AI TECHNOLOGY AND AI-GENERATED OUTPUT ARE PROVIDED "AS IS". MARK43 MAKES NO WARRANTIES, REPRESENTATIONS, GUARANTEES, OR COVENANTS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO AI TECHNOLOGY OR AI-GENERATED OUTPUT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION THAT AI-GENERATED OUTPUT WILL BE ACCURATE, COMPLETE, ERROR-FREE, RELIABLE, CURRENT, FIT FOR A PARTICULAR PURPOSE, NON-INFRINGING, OR COMPLIANT WITH SUBSCRIBER'S INTERNAL POLICIES OR ANY APPLICABLE LAW OR REGULATION.

9. LIMITATION OF LIABILITY.

9.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MARK43'S OR ANY OF ITS SUPPLIERS' TOTAL AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES RECEIVED BY MARK43 PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST DATE ON WHICH SUCH LIABILITY ARISES. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT. NEITHER MARK43 NOR ANY PROVIDER OF ANY MARK43 INTEGRATED APPLICATIONS, MARK43 INTEGRATED APPLICATION DATA, SUBSCRIBER INTEGRATED APPLICATIONS, OR SUBSCRIBER INTEGRATED APPLICATION DATA SHALL HAVE ANY LIABILITY TO SUBSCRIBER OR ANY OTHER PARTY UNDER THIS AGREEMENT ARISING OUT OF OR RELATING TO SUBSCRIBER'S USE OF SUCH INTEGRATED APPLICATIONS OR DATA, OR FOR ANY OTHER THIRD-PARTY DATA.

9.2 **Exclusion of Damages**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MARK43 OR ITS SUPPLIERS HAVE ANY LIABILITY TO SUBSCRIBER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, PERSONAL INJURY OR PROPERTY DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF DATA RECONSTRUCTION OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE MARK43 MATERIALS, SERVICES, OR THIRD-PARTY DATA, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN THE USE THEREOF, EVEN IF MARK43 OR ITS SUPPLIERS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9.3 **Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 9.1 AND SECTION 9.2 SHALL NOT APPLY TO MARK43'S LIABILITY FOR ITS INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. INDEMNIFICATION.

10.1 **Indemnification by Mark43**. Mark43 shall defend and hold harmless Subscriber, and its employees, officers, and directors (the "**Subscriber Indemnified Parties**") against any third-party claim (each, a "**Third-Party Claim**") brought against them, and shall indemnify the applicable Subscriber Indemnified Parties for all losses, damages and expenses (including reasonable attorneys' fees) ("**Losses**") arising from such Third-Party Claim, to the extent such Third-Party Claim alleges that Subscriber's use of an Application as provided by Mark43 and when used in accordance with the Documentation and in compliance with this Agreement infringes that third party's U.S. copyright, U.S. patent issued as of the Effective Date, or U.S. trademark, or misappropriates that third party's trade secret. Mark43 shall have no obligation or liability under this Section 10.1 (Indemnification by Mark43) to the extent the Third-Party Claim arises from: (a) Subscriber's or any Authorized User's failure to incorporate any Update made available by Mark43 that would have avoided the alleged infringement or misappropriation; (b) modification of the Applications by anyone other than Mark43; (c) specifications, instructions, features, functions or designs or other elements provided by or requested by Subscriber or any of its Authorized Users; (d) use of the Applications in combination with any other product, service, data, process or material not provided by Mark43 (including any Subscriber Integrated Applications or Subscriber Integrated Application Data or any other Third-Party Data); or (e) use of the Applications in a manner not contemplated by this Agreement or the Documentation. If any of the Applications are (or Mark43 reasonably believes are likely to become) the subject of a claim for which Mark43 would be obligated to defend and indemnify pursuant to this Section, then Mark43 may, at its sole option, obtain for Subscriber the right to continue use of such Applications or replace or modify such Applications, as applicable, provided there is no material loss of functionality. If neither of the foregoing options is reasonably available to Mark43, in its reasonable judgment, then use of such Applications may be terminated at the option of Mark43 and Mark43 will refund any prepaid fees paid by Subscriber for such Applications applicable to the periods following the effective date of termination. The remedies provided in this Section 10.1 (Indemnification by Mark43) are Subscriber's sole and exclusive remedies for any third-party claims of infringement or misappropriation of Intellectual Property Rights by the Applications.

10.2 **Indemnification by Subscriber**. To the extent consistent with Applicable Law, Subscriber shall defend and hold harmless Mark43, its Affiliates, suppliers, and their respective employees, officers, and directors (the "**Mark43 Indemnified Parties**") against any Third-Party Claim brought against them, and shall indemnify the applicable Mark43 Indemnified Parties for all Losses arising from such Third-Party Claim, to the extent such Third-Party Claim arises out of or is related to (a) Subscriber's breach of Section 2.5 (Restrictions on Use), Section 2.6 (Security Obligations) or Section 3.2 (Ownership of and Reservation of Rights to Mark43 Materials); (b) Mark43's, Subscriber's or any Authorized User's use or processing of any Subscriber Data, Subscriber Integrated Applications, or Subscriber Integrated Application Data, including any Third-Party Claim alleging that any Subscriber Data, Subscriber Integrated Applications, or Subscriber Integrated Application Data infringes, misappropriates or violates the rights, including Intellectual Property Rights or privacy rights, of a third party or violates any Applicable Law; or (c) Mark43's disabling a connection to a Subscriber Integrated Application at Subscriber's request.

10.3 **Procedures**. Each indemnified party shall give the indemnifying party prompt written notice of any Third-Party Claim to which an indemnification obligation under this Section 10 (Indemnification) may apply and shall reasonably cooperate with the indemnifying party, at its expense, in the defense or

settlement of any such Third-Party Claim. An indemnifying party's obligations under this Section 10 (Indemnification) will be diminished to the extent that it is materially prejudiced by the indemnified party's non-compliance with the foregoing procedures.

11. MISCELLANEOUS.

11.1 Notices. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below, with, in each case, a copy to the email addresses provided below. Each party may designate a new address by like notice; each party may also designate a new address in an Order Form, provided that the new address is expressly noted as being for such purpose. Notices given hereunder will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first. For notices relating to Security Incidents (as defined in the Data Processing Addendum), notice shall be sent exclusively to the email address(es) specified as the security contact below.

If to Mark43:

Mark43, Inc.
8 West 40th Street
2nd Floor
New York, NY 10018
Attn: CFO
Email: contractnotices@mark43.com

Copy to:

Mark43, Inc.
8 West 40th Street
2nd Floor
New York, NY 10018
Attn: General Counsel
Email: legal@mark43.com

If to Subscriber:

City of Miami Springs
201 Westward Dr
Miami Springs, Fl 33166
Attn: Chief Matthew Castillo
Email: MCastillo@mspd.us

Copy to:

City of Miami Springs
201 Westward Dr
Miami Springs, Fl 33166
Attn: Lieutenant Albert Vargas
Email: AVargas@mspd.us

Subscriber Security Contact:

Name:
Email:

11.2 Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement in its entirety to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells all or substantially all of its assets, stock or other equity interests. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

11.3 Governing Law. This Agreement will be governed by the internal laws of the state in which Subscriber is geographically located, and any disputes between the parties may be resolved in a state or federal court of competent jurisdiction within such state. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.4 Dispute Resolution. Prior to the initiation of any legal proceeding other than one for equitable relief as described in subsection (d) below, the parties shall first attempt to resolve their dispute informally, as follows:

(a) Within five (5) business days following the written request of a party, designated individual(s) from Mark43 and Subscriber shall meet to resolve such dispute.

(b) The representatives referred to in paragraph (a) shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter at issue that the parties believe to be appropriate and germane in connection with its

resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of formal legal proceedings. The specified format for the discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(c) If the representatives referred to in paragraph (a) above are unable to resolve the dispute within thirty (30) days after the dispute is escalated to them, then either party may escalate the dispute to the Chief Financial Officer or similar of Mark43 and the Chief or Sheriff or comparable Subscriber official, for their review and resolution.

(d) The provisions of this Section 11.4 shall not be construed to prevent a party from instituting, and a party is authorized to institute, judicial or other proceedings either to (i) seek injunctive relief or (ii) avoid the expiration of any applicable legal or contractual limitations period.

11.5 Force Majeure. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, epidemics, pandemics, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

11.6 No Waiver. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.

11.7 Amendment. No modification, change or amendment to this Agreement shall be effective unless in writing signed by duly authorized representatives of each of Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document (other than Order Forms or Statements of Work) in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by duly authorized representatives of each of Subscriber and Mark43.

11.8 Relationship of the Parties. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

11.9 Use of Vendors. Subscriber agrees that Mark43 may provide information, data and materials that Mark43 receives in connection with this Agreement (including Subscriber Data) to draw on the resources of, and subcontract certain of its obligations hereunder to, its Affiliates and independent contractors engaged by Mark43 (each, a "**Mark43 Vendor**") for internal, administrative and compliance purposes or in connection with the hosting or provision of the SaaS Services and other products and services to be provided by Mark43 pursuant to this Agreement. Mark43 shall be responsible in accordance with the terms of this Agreement for each Mark43 Vendor's compliance with the terms of this Agreement and for its acts and omissions that cause Mark43 to breach its obligations under this Agreement.

11.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.

11.11 Headings; Construction. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement. Use of the term "including" herein shall be deemed to be followed by "without limitation."

11.12 Counterparts. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.

11.13 **Cumulative Remedies**. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

11.14 **Export Compliance**. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. When applicable, Subscriber will provide Mark43 with information about Subscriber's export and distribution activities as may be required for Mark43 to meet its obligations under the United States export control laws and regulations.

11.15 **Compliance with Laws**. Each party shall comply with all Applicable Laws relating or pertaining to the performance of its obligations and the exercise of its rights under this Agreement. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties and the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the Subscriber Data covered by this Agreement. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other Applicable Laws and regulations. In connection with its performance under this Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.

11.16 **Entire Agreement**. This Agreement supersedes all previous understandings, agreements and representations between the parties or any affiliates or agents thereof, written or oral, and constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

11.17 **Supporting Documents**.

The following documents, along with all Order Forms and Statements of Work, are expressly incorporated into this Agreement and are collectively referred to herein as the "**Supporting Documents**:"

- Technical Requirements: https://mark43.com/tech-requirements
- Support Services: https://mark43.com/support-services/
- Data Processing Addendum: https://mark43.com/data-processing-addendum/
- Mark43 Integrated Application Terms: https://mark43.com/integrated-application-terms/

This Agreement and the Supporting Documents shall be construed to be mutually complementary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the provisions of the body of this Agreement shall control over any conflicting provisions in any of the Supporting Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MARK43, INC.	**SUBSCRIBER**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

AGENDA MEMORANDUM

Meeting Date: 11/10/2025

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

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

Subject: Blanket Purchase Order – Petersen Industries

RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Petersen Industries, a sole source provider, as there is only one source (proof attached) for the required, in an amount not to exceed $30,000.000 for hydraulic parts and repairs for the trash cranes, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: The Sanitation Department operates a fleet of Rear Steer Lightning Loader cranes that are utilized for the collection and removal of bulk trash throughout the City. These specialized vehicles play a vital role in maintaining the cleanliness and appearance of our community by efficiently managing large debris and bulk waste materials.

This request pertains to the procurement of hydraulic parts and associated repair services necessary to ensure the continued safe and reliable operation of these cranes. The maintenance of the hydraulic systems is essential to sustain the performance, longevity, and operational readiness of the City's sanitation equipment.

Submission Date and Time: 11/3/2025 3:35 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Public Works	**Dept. Head:**	**Dept./ Desc.:** Sanitation
Prepared by: Rachel Buckner	**Procurement:**	**Account No.:** 430-3401-534-4510
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:**
Budgeted/ Funded: ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $**
		Current request: $ 30,000.00
		Total vendor amount: $ 30,000.00

October 2, 2025

City of Miami Springs
345 N. Royal Poinciana Blvd
Miami Springs, FL 33166

RE: Lightning Loader Parts

To Whom It May Concern:

This letter is to confirm that Petersen Industries sells Lightning Loader parts directly to customers at the factory direct price. Those parts that we manufacture ourselves, which include most of the parts that make up the loader, are available directly from Petersen and are proprietary parts.

Petersen stocks over $750,000 worth of parts at the factory. Most parts, with the exception of some larger assemblies, will ship the day the order is received. Our Part & Service Department is open Mon – Fri from 7:00AM – 4:30PM. Our staff stands by ready to assist.

If you have any questions, please contact Randall Harris, our Parts & Service Department Manager, at 1-800-930-5623 or 1-863-312-4671.

Sincerely,

Randall Harris

Randall Harris
Parts/Service Manager

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF HYDRAULIC PARTS FROM PETERSEN INDUSTRIES, INC. FOR THE CITY'S CRANES FOR FISCAL YEAR 2025-26 IN AN AMOUNT NOT TO EXCEED $30,000; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of hydraulic parts (the "Supplies") for the City's cranes for support of the City's solid waste operations; and

WHEREAS, the City has historically purchased the Supplies from Petersen Industries, Inc. (the "Vendor") as the Supplies are only available from the Vendor; and

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

WHEREAS, the City Council desires to approve the purchase of the Supplies from the Vendor for fiscal year 2025-26 in an amount not to exceed $30,000; and

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

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

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

Section 2. Approval. The City Council hereby approves the purchase of the Supplies from the Vendor for fiscal year 2025-26 in an amount not to exceed $30,000 pursuant to Section 31-11(E)(6)(c) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed $30,000 for fiscal year 2025-26.

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

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

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

PASSED AND ADOPTED this 10th day of November, 2025.

_____
Dr. Walter Fajet
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

AGENDA MEMORANDUM

Meeting Date: November 10, 2025

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

Via: J.C. Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: U.S. Department of Justice – Community Oriented Policing Services (COPS Office) Grant

Recommendation:

Recommendation by the Police Department that Council accept funding from the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS Office) under the FY25 Community Policing Development: Supporting Agencies Seeking Accreditation program, in the amount of $250,000.00, pursuant to Section §150.134 of the City Code.

Discussion/Analysis:

The Miami Springs Police Department (MSPD) has been awarded $250,000.00 in federal funding through the U.S. Department of Justice, COPS Office. This grant supports the department's initiative to obtain professional accreditation through the Commission for Florida Law Enforcement Accreditation (CFA) for the first time. CFA accreditation is a rigorous process that validates an agency's compliance with over 250 professional standards established for Florida law enforcement agencies. The accreditation process requires a comprehensive review and alignment of department policies, procedures, training, and technology with statewide best practices. This grant supports our agency's commitment to enhancing the quality, accountability, and transparency of law enforcement services provided to the residents and visitors of Miami Springs.

Submission Date and Time: 11/3/2025 8:51 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Police Department	**Dept. Head:**	**Dept./ Desc.:** Police Accounts/GRANT
Prepared by: Ariadna Quintana	**Procurement:**	**Account No.:**
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:** N/A
Budgeted/Funded ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $**
		Current request: $ 250,000.00
		Total vendor amount: $ 250,000.00

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT IN THE AMOUNT OF $250,000; APPROVING A GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ) RELATING TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") has been awarded a Community Oriented Policing Services (COPS) Grant (the "Grant") in the amount of $250,000 by the United States Department of Justice ("DOJ") to support the City Police Department's initiative to obtain professional accreditation through the Commission for Florida Law Enforcement Accreditation (CFA); and

WHEREAS, in order to secure the Grant, the City must enter into the Grant Agreement (the "Agreement") attached hereto as Exhibit "A" with DOJ; and

WHEREAS, the City Council wishes to accept the Grant, approve the Agreement, and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A"; and

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

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

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

Section 2. Acceptance. That the City Council hereby accepts the Grant.

Section 3. Approval. That the City Council hereby approves the Agreement with DOJ relating to the Grant.

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents which

are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

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

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

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

PASSED AND ADOPTED this 10th day of November, 2025.

_____
Dr. Walter Fajet
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF MIAMI SPRINGS 201 WESTWARD DR
City, State and Zip:	MIAMI SPRINGS, FL 33166
Recipient UEI:	TCHNUBPYGYK1

Project Title: FY25 CPD LEA Accrd - CITY OF MIAMI SPRINGS, FL	**Award Number:** 15JCOPS-25-GG-00707-PPSE
Solicitation Title: FY25 Community Policing Development: Supporting Agencies Seeking Accreditation	
Federal Award Amount: $250,000.00	**Federal Award Date:** 10/10/25
Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/25	**Project Period End Date:** 9/30/27
Budget Period Start Date: 10/1/25	**Budget Period End Date**: 9/30/27

Project Description:

The Miami Springs Police Department (MSPD) seeks to obtain professional accreditation through the Commission for Florida Law Enforcement Accreditation (CFA) for the first time. This initiative reflects our agency's commitment to delivering high-quality, accountable, and transparent law enforcement services to the residents and visitors of Miami Springs. CFA accreditation is a voluntary, rigorous process that validates our adherence to over 250 professional standards established specifically for Florida law enforcement agencies. Through accreditation, MSPD aims to enhance operational effectiveness, reduce liability risks, and build greater community trust. The process involves a comprehensive review and alignment of department policies, procedures, technology, and training with statewide best practices. Achieving CFA accreditation will institutionalize a culture of continuous improvement within MSPD. It will provide our personnel with clear, consistent guidelines, promote professionalism at all levels of the department, and ensure accountability both internally and externally

Award Letter

October 10, 2025

Dear Mathew Castillo,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF MIAMI SPRINGS for an award under the funding opportunity entitled 2025 FY25 Community Policing Development: Supporting Agencies Seeking Accreditation. The approved award amount is $250,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@o

jp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
TCHNUBPYGYK1

ORI Number

Street 1
201 WESTWARD DR

Street 2

City
MIAMI SPRINGS

State/U.S. Territory
Florida

Zip/Postal Code
33166

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/10/25

Award Type
Initial

Award Number
15JCOPS-25-GG-00707-PPSE

Supplement Number
00

Federal Award Amount
$250,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 FY25 Community Policing Development: Supporting Agencies Seeking Accreditation

Awarding Agency
COPS

Application Number
GRANT14439177

Grant Manager Name
SARAH ESTILL

Phone Number
202-802-6019

E-mail Address
Sarah.Estill@usdoj.gov

Project Title
FY25 CPD LEA Accrd - CITY OF MIAMI SPRINGS, FL

Performance Period Start Date
10/01/2025

Performance Period End Date
09/30/2027

Budget Period Start Date
10/01/2025

Budget Period End Date
09/30/2027

Project Description

The Miami Springs Police Department (MSPD) seeks to obtain professional accreditation through the Commission for Florida Law Enforcement Accreditation (CFA) for the first time. This initiative reflects our agency's commitment to delivering high-quality, accountable, and transparent law enforcement services to the residents and visitors of Miami Springs. CFA accreditation is a voluntary, rigorous process that validates our adherence to over 250 professional standards established specifically for Florida law enforcement agencies. Through accreditation, MSPD aims to enhance operational effectiveness, reduce liability risks, and build greater community trust. The process involves a comprehensive review and alignment of department policies, procedures, technology, and training with statewide best practices. Achieving CFA accreditation will institutionalize a culture of continuous improvement within MSPD. It will provide our personnel with clear, consistent guidelines, promote professionalism at all levels of the department, and ensure accountability both internally and externally

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/24/25 1:06 PM

Comments
No items

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentage
Sworn Officer Positions:	$0	$0	$0	
Civilian or Non-Sworn Personnel:	$64,693	$0	$64,693	
Travel:	$1,860	$0	$1,860	
Equipment:	$0	$0	$0	
Supplies:	$26,225	$0	$26,225	
SubAwards:	$0	$0	$0	
Procurement Contracts:	$156,322	$0	$156,322	
Other Costs:	$900	$0	$900	
Total Direct Costs:	$250,000	$0	$250,000	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$250,000	$0	$250,000	
Federal Funds:	$250,000	$0	$250,000	100.00%
Match Amount:	$0	$0	$0	0.00%
Program Income:	$0	$0	$0	0.00%

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2
Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity

of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3
Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 4
Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8
Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S.

Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the
award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 10
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award
or any subaward is in effect;
(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial

actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB
Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency
may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C.
7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this
appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the
conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB
Guidelines to Agencies on Government-wide Debarment and Suspension
(Nonprocurement),'' as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing
requirements.
Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
The terms ''severe forms of trafficking in persons,'' ''commercial sex act,'' ''sex trafficking,'' ''Abuse or threatened abuse of law or legal process,'' ''coercion,'' ''debt bondage,'' and ''involuntary servitude'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 13
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount

of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives 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)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds $30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
(iii) The public does not have access to information about the compensation of the executives 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)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and
(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:

(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18
Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website https://www.ojp.gov/eeop-notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21
False Statements: False statements or claims made in connection with COPS Office awards may result in fines,

imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the
recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a
recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined
in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-

risk recipient. 2 C.F.R. § 200.208.

Condition 26
Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 27
Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.
In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.
The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well?qualified in the subject area and skilled in presenting it.
Trainers must possess the subject?matter knowledge and the subject?specific training experience necessary to meet th

4. Trainers must demonstrate the highest standards of professionalism.
Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

Condition 28
Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 29
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 30
Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 31
Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

Condition 32
Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i).

For federal awards in excess of the simplified acquisition threshold (currently, $250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 33
The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 35
Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of the simplified acquisition threshold (currently, $250,000) and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 36
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 37
Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 38
Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will

contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

Condition 39
Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient’s COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 40
Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers, January 25, 2021.

Condition 41
Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant’s legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Acting Director	Cory D. Randolph	9/29/25 8:02 PM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
no value

Name of Authorized Entity Official
no value

Signed Date And Time
no value

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
City Manager

Name of Authorized Entity Official
no value

Signed Date And Time
no value

AGENDA MEMORANDUM

Meeting Date: October 27, 2025

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

Via: J.C. Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: United States Department of Homeland Security Grant

Recommendation:

Recommendation by the Police Department that Council accept funding from the United States Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE), in the amount of $115,000.00, to support reimbursable operational costs incurred through joint law enforcement initiatives, pursuant to Section §150.134 of the City Code.

Discussion/Analysis:

The Miami Springs Police Department has been awarded $115,000.00 in reimbursable funding from the United States Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE). These funds are intended to offset operational costs incurred through joint law enforcement initiatives. The reimbursement includes $100,000.00 allocated for the purchase of new police vehicles to support departmental operations and $15,000.00 for equipment assigned to two officers ($7,500 each) participating in ICE-related enforcement activities. Acceptance of this funding will allow the Police Department to proceed with eligible purchases and strengthen ongoing partnerships with federal law enforcement agencies.

Submission Date and Time: 11/5/2025 9:47 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Police Department	**Dept. Head:**	**Dept./ Desc.:** Police Accounts/GRANT
Prepared by: Ariadna Quintana	**Procurement:**	**Account No.:**
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:** N/A
Budgeted/Funded ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $**
		Current request: $ 115,000.00
		Total vendor amount: $ 115,000.00

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RATIFYING A 287(G) SERVICE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) AGENCY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") Police Department has entered into a 287(g) Task Force Model Memorandum of Agreement with the U.S. Department of Homeland Security Immigration and Customers Enforcement Agency ("Agency"); and

WHEREAS, on September 24, 2025, the City entered into a 287(g) Service Agreement (the "Agreement"), attached hereto as Exhibit "A," with the Agency to perform targeted enforcement actions on approved Enforcement and Removal Operations designated by the Agency; and

WHEREAS, the Agreement provides that the Agency shall provide the City Police Department with funds to support reimbursable operational costs; and

WHEREAS, the Agency has approved reimbursement of costs in the amount of $115,012 for the purchase of vehicles and tactical equipment; and

WHEREAS, the City Council desires to ratify the Agreement with the Agency attached hereto as Exhibit "A"; and

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

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

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

Section 2. Ratification of Agreement. That the City Council hereby ratifies the Agreement with the Agency attached hereto as Exhibit "A."

Section 3. Implementation. That the City Manager is authorized to execute any future renewals or extensions of the Agreement, expend budgeted funds, and take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

PASSED AND ADOPTED this 10th day of November, 2025.

_____
Dr. Walter Fajet
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

287(g) SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
CITY OF MIAMI SPRINGS POLICE DEPARTENT

This Service Agreement (**"agreement"**) is entered into between United States (US) Department of Homeland Security (**"DHS"**), Immigration and Customs Enforcement (**"ICE"**), and **CITY OF MIAMI SPRINGS POLICE DEPARTMENT and TCHNUBPYGYK1 (UEI) ("service provider" or "contractor")** for the purpose of receiving reimbursable costs incurred by the service provider in providing resources to joint operations (also referred to as "aliens" and "detainees"). The term "parties" is used in this agreement to refer jointly to ICE and the service provider.

Participating Law Enforcement Agencies will perform targeted enforcement actions on any case approved by Enforcement and Removal Operations (ERO) in advance of the enforcement action and/or any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.

The agreement will remain in effect for a period not to exceed 36 months unless extended by bilateral modification or terminated in writing by either party. Either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period. If this agreement is terminated by either party under this article, ICE will be under no financial obligation for any allowable costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

The period of performance for this agreement will be specified on Optional Form 347 (OF347).

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Optional Form (OF) 347
- B. 287(g) Agreement (This document)

Attachments

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number (to be specified on OF347)
- Attachment 3 – Combatting Trafficking in Persons
- Attachment 4 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 5 – 287(g) Electronic Payment Request for Stipends

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the City of Miami Springs Police Department and the Department of Homeland Security, U.S. Immigration and Customs Enforcement. Only the service provider is authorized as a signatory for this agreement with full authority to sign and bind the service provider regarding this agreement. The authorized signatory must be a bona fide representative of the service provider (prime).

ACCEPTED:

U.S. Immigration and Customs Enforcement

Contracting Officer (CO)

Signature: NICHOLAS J ZDANUK Digitally signed by NICHOLAS J ZDANUK Date: 2025.09.25 06:33:34 -05'00'

Date:

ACCEPTED:

City of Miami Springs Police Department
Matthew Castillo
Chief of Police

Signature:

Date: 9/24/25

Definitions

- Service Provider Operational Team – ICE immigration enforcement activities under this agreement follow a Task Force Model (TFM) approach. For the service provider's officers to qualify for any reimbursement in this agreement, the team will have two weeks from receipt of the targeted enforcement list from ICE to make an arrest. The arrest must be an individual from this list.

- Law Enforcement Agency (LEA) - Any agency with an active 287(g) Task Force Model (TFM) Memorandum of Agreement (MOA) signed by the Immigration and Customs Enforcement (ICE) director or designee.

- Task Force Officer (TFO) - Any officer, in good standing, employed by a LEA with an active TFM MOA who satisfactorily completed the required training and is in possession of valid TFM credentials (temporary or permanent).

- Targeted Enforcement Actions (TEA) - any case approved by Enforcement and Removal Operations (ERO) in advance of enforcement action.

- Unaccompanied Alien Children (UAC) - any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.

- TFM Participation Worksheet (TPW) - a paper or electronic document provided by the ERO Enforcement Division that collects information related to a LEO's enforcement action under the TFM MOA.

Article 1. Purpose

A. Purpose: The purpose of this service agreement is to establish an agreement between ICE and the service provider for specific enforcement actions as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) Program for reimbursement of items listed in this agreement, apply to participation and operational enforcement in ICE Task Force Model (TFM) only.

B. Responsibilities: This agreement sets forth the responsibilities of ICE and the service provider.

a. ICE

i. ERO shall provide the service provider with access to required Federal Law Enforcement Training Center (FLETC) e-course curriculum required for service provider candidates to become credentialed Task Force Model (TFM)/Task Force Officers (TFO) upon successful completion.

ii. ERO shall provide the service provider with an initial targeted enforcement list from ERO's ELITE data system, which will direct required immigration enforcement activities within a specific geographical area.

iii. ERO shall provide service provider with the "287(g) Service Provider Monthly Report" template. This template must be completed by the service provider monthly to detail TFO payroll (salary and overtime), benefits, and operational expenses related to targeted immigration enforcement activities performed on behalf of ICE, as well as LEA reimbursement requests for vehicles and equipment. This template shall be e-mailed to the designated ICE/ERO POC(s) at ERORPA-287g-TFM@ICE.dhs.gov no later than the 5th day of the corresponding month in which services were performed. This process may be updated with further requirements or automations at a later date.

iv. ERO Field Office shall verify and validate service provider salary, overtime, and benefits data incurred monthly by each operating team.

v. ERO Field Office shall verify and validate the service provider's targeting enforcement accomplishments against the provided ELITE list on a monthly basis, with disbursements to be paid quarterly

vi. The ERO 287(g) Program shall coordinate with ERO Field Offices on validated operational enforcement statistics using ERO systems of record and will confirm payment disbursements. Salary, overtime, and benefits payments will be disbursed monthly, and targeted enforcement incentive payments will be disbursed quarterly.

b. Service Provider

i. The service provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all targeted enforcement activities addressed in this agreement. Targeted enforcement activities will comply with the Memorandum of Agreement (MOA) 287(g) Task Force Model between the service provider and ICE. The MOA can be found here https://www.ice.gov/doclib/about/offices/ero/287g/moaFillableTFM.pdf.

ii. The service provider shall provide ERO with salary, overtime, and benefits package data for each TFO assigned to an operationalized team as indicated in Section B.a.iii above.

iii. The service provider shall attest to the truthfulness and accuracy of all salary, overtime, benefits, and operational information provided to ICE.

iv. The service provider shall provide ERO with targets located from the provided ELITE list and illegal alien disposition (arrest, transfer of custody to ICE, transfer of custody to CBP, or other)

v. The service provider shall provide ERO with hours spent performing ICE enforcement activities for adult and Unaccompanied Alien Children (UAC), for each TFO assigned to an operationalized team

vi. The service provider shall provide ERO with the manual form. This form may be updated to an automated process at a later date

vii. On all invoices, the service provider shall identify TFO participants by their ICE designated credential identification number (generated after completion of the ICE e-FLETC coursework

C. Rates: All rates are specified in the OF347 This is a fixed rate agreement, subject to the availability of funds

D. Order of Precedence: In instances where other policies conflict with ICE policy or standards, this agreement and/or the Memorandum of Agreement 287(g) Task Force Model between the provider and ICE will be the guiding document.

Article 2. Task Force Model Participation Verification

A. Points of Contact (POC)

The service provider shall provide a POC to the ERO field office with local operational control of the 287(g) program for participation notification purposes. The POC information shall include a name, title, office phone number, and official email address.

The ERO field office with local operational control of the 287(g) program shall provide a POC to the service provider for participation verification purposes. The local ERO office POC will provide the service provider POC with a name, title, office phone number, and official email address, or other electronic means of communication, for communicating and documenting participation activities.

B. Process

Service providers will only be eligible for reimbursement for TEA and UAC cases. TFOs will record all enforcement actions on the approved TPW, on which they will specify whether the case is TEA or UAC. TFOs will provide the TPW to their LEA POC at the end of their shift.

The LEA POC will create a process to save and track all TFO TPWs.

On the first day of each month, the service provider POC will send the ERO POC a list of all TFO enforcement actions along with copies of each TPW.

The ERO POC will reconcile the list of TFO enforcement actions against events recorded in ICE systems of record. Any unmatched records will be reviewed by the ERO POC to identify a cause and resolution. If a case cannot be resolved because it is not in an ICE system of record, then the ERO POC will notify the service provider POC the case has been rejected. If the service provider POC submits correct information and the case is located, then credit will be granted.

Disputes of participation verification will be handled between the ERO field office and service provider management.

Article 3. Employment Screening Requirements

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any employees performing under this agreement, who have access to ICE detainees, will have successfully completed employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS) to establish work authorization.

> The E-Verify system is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.
>
> Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.
>
> Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

Security Management. The service provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OPR PSO through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the service provider.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

Article 4. Incident Reporting

The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside working hours to the service provider at the time of the award.

Article 5. Administration

A. Commencement of Services: ICE is under no obligation to utilize the services identified herein until the need for services has been identified, and funding has been identified and made available.

B. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will not direct the performance of any other services until ICE has appropriate funding. Service agreements will be established when specific requirements have been identified and funding obligated. Performance under this agreement is not authorized until the CO issues a specific service agreement to the designated service provider in writing. In the event of a Federal lapse of funding, please consult with the CO.

C. Consistent with Law: This agreement is permitted under applicable statutes, regulations, policies, and judicial mandates. Any provision of this agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void and shall not necessarily affect the balance of the agreement.

Article 6. Adjusting the Agreement Rates

A. ICE will reimburse the service provider at the rates shown in the OF347, subject to the availability of funds, except as provided in Article 11. No rate adjustments are permitted under this service agreement unless initiated by ICE subject to the availability of funds.

Article 7. Modifications and Disputes

A. Modifications: Actions, other than those designated in this agreement, will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other party. A modification will become a part of this agreement only after the CO has approved the modification in writing.

B. Disputes: In regard to this service agreement, the CO and the authorized signatory of the service provider will settle disputes, questions, and concerns arising from this agreement. Settlement of disputes will be memorialized in a written modification between the ICE CO and authorized signatory of the service provider. In the event a dispute is not able to be resolved between the service provider and the ICE CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE HCA for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The

service provider shall proceed diligently with performance of this agreement pending final resolution of any dispute.

Article 8. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The service provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment. The service provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this agreement. If the EFT data changes, the service provider shall be responsible for providing updated information to the ICE payment office.

B. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this agreement. The service provider shall be registered to receive "All Awards" in their SAM registration. The SAM website can be found at www.sam.gov.

C. Consolidated Invoicing: Service providers shall submit invoices for salary, overtime, and benefits by the 10th day of the subsequent month after the enforcement action is performed Service providers shall submit invoices for incentive payments by the 10th day after the end of the federal fiscal year quarter (Jan. 10th, Apr. 10th, Jul. 10th, Oct. 10th)

Article 9. Hold Harmless Provisions

Unless specifically addressed by the terms of this agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent authorized under the applicable law.

A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which the service provider is notified.

B. Federal Government Held Harmless: Service provider liability for any injury, damage or loss to persons or property arising out of the performance of this agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State and/or local law. ICE will promptly notify the service provider of any claims filed against any of the service provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons

or property caused by a service provider employee arising in the performance of this agreement.

A. Defense of Suit: In the event an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), as appropriate, move either to have the service provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.

B. ICE Recovery Right: The service provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request from the CO, the service provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 10. Financial Records

A. Retention of Records: All supporting documents, arrest sheets, and other records pertinent to service agreements or subordinate agreements under this agreement shall be retained by the service provider in accordance with the NARA records schedule for purposes of federal examinations and audit. The retention period begins at the end of the first year of completion of service under the agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment 8.

B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period but shall last as long as the records are retained.

Article 11. Labor Standards and Wage Determination

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and service agreement entered by the United

States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this agreement shall be paid not less than the minimum prevailing wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the service agreement with the most recent applicable wage determination.

C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Article 12. Notification and Public Disclosures

A. Information obtained or developed because of this agreement is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal laws (such as FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. To the extent the service provider intends to release the agreement or any information relating to, or exchanged under, this agreement, the service provider agrees to coordinate with the ICE FOIA Officer prior to such release. The service provider may, at its discretion, communicate the substance of this agreement when requested. ICE understands that this agreement will become a public document when presented to the service provider's governing body for approval.

B. The service provider shall notify the ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. The service provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to deaths, escapes from custody, and facility emergencies. All

press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

C. With respect to public announcements and press statements, the service provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.

Article 13. Privacy

A. The service provider shall comply with the Privacy Act of 1974 ("the Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the service provider is to perform. The service provider shall also include the Privacy Act into all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

B. In the event of violations of the act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For the purposes of the act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the service provider is considered to be an employee of the Agency.

1. "Operation of a system of records," as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

2. "Record," as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

3. "System of records on individuals," as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 14. Quality Control

The service provider is responsible for management and quality control actions, including the actions of credentialed TFOs, necessary to meet the quality standards set forth in the agreement.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 6

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 09/25/2025	2. CONTRACT NO. *(If any)*:
3. ORDER NO.: 70CDCR25PSA000020	4. REQUISITION/REFERENCE NO.: 192125FMIMIASPR01.01

5. ISSUING OFFICE *(Address correspondence to)*
DETENTION COMPLIANCE AND REMOVALS
ICE Office of Acquisition Management
500 12th St SW
WASHINGTON DC 20024

6. SHIP TO:
a. NAME OF CONSIGNEE: ICE Enforcement & Removal
b. STREET ADDRESS: Immigration and Customs Enforcement
500 12th St SW Suite 900
c. CITY: Washington | d. STATE: DC | e. ZIP CODE: 20024

7. TO: TAMMY ROMERO
a. NAME OF CONTRACTOR: CITY OF MIAMI SPRINGS
b. COMPANY NAME:
c. STREET ADDRESS: 201 WESTWARD DR
d. CITY: MIAMI SPRINGS | e. STATE: FL | f. ZIP CODE: 331665259

f. SHIP VIA:

8. TYPE OF ORDER
[X] a. PURCHASE — REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[ ] b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE:

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
[ ] a. SMALL [X] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED [ ] e. HUBZone
[ ] f. SERVICE-DISABLED VETERAN-OWNED [ ] g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM [ ] h. EDWOSB

12. F.O.B. POINT:

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION: Destination	b. ACCEPTANCE: Destination			Net 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	UEI: TCHNUBPYGYK1 COR: Tommy Henry; Tommy.E.Henry@ice.dhs.gov Contracting Officer: Nicholas Zdanuk; Nicholas.Zdanuk@ice.dhs.gov Requisition(s) associated with this service Continued ...					

18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO.

21. MAIL INVOICE TO:
a. NAME: ICE/ERO/FOD/FMI
b. STREET ADDRESS (or P.O. Box)
c. CITY | d. STATE | e. ZIP CODE

SEE BILLING INSTRUCTIONS ON REVERSE

17(h) TOTAL *(Cont. pages)*: $115,012.00

17(i) GRAND TOTAL: $115,012.00

22. UNITED STATES OF AMERICA BY *(Signature)*: NICHOLAS J ZDANUK
Digitally signed by NICHOLAS J ZDANUK
Date: 2025.09.25 10:48:49 -05'00'

23. NAME *(Typed)*: NICHOLAS ZDANUK
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/25/2025		70CDCR25PSA000020

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	agreement: 192125FMIMIASPR01.01 The purpose of 70CDCR25PSA000020 is to establish a 287(g) service agreement between the United States Department of Homeland Security (DHS) Immigration and Customs Enforcement (ICE) and the Miami Springs Police Department, FL for specific enforcement actions as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) Program for reimbursement of items listed in this agreement, apply to participation and operational enforcement in ICE Task Force Model (TFM) only. The participant in this agreement has signed the TFM Memorandum of Agreement and has reviewed this agreement. ICE has accepted that as a bilateral signature for this agreement. The stipends listed below will be paid through Fedwire. All other additional invoicing, if applicable, will be per the below instructions and instructions in the agreement. The wage determination (WD) effective for this agreement is: WD 2015-4543 Rev. 32. A new wage determination will be incorporated into this agreement on each annual anniversary. The service provider shall not accept any instruction that results in a change to the services detailed in the service agreement from an entity or individual other than the Contracting Officer. For inquiries regarding ICE detainee information or ICE’s usage of this agreement, there shall be no public Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/25/2025		70CDCR25PSA000020

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	disclosures regarding this agreement made by the provider (or any subcontractors) without review and approval of such disclosure by ICE. The funding provided in this agreement is the amount presently available for payment and allotted to this agreement. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this agreement. The service provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those items for performance beyond the funding allotted. The following documents constitute the complete agreement and are hereby incorporated into this award: OF347 70CDCR25PSA000020 287(g) Service Agreement 70CDCR25PSA000020 - Attachment 01 – Title 29, Part 4 Labor Standards for Federal Service Contracts_SEPT2025 - Attachment 02 – Wage Determination Number: 2015-4543 Rev. 32 - Attachment 03 – Combating Trafficking in Persons_SEPT2025 - Attachment 04 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information_SEPT2025 - Attachment 05 - 287g Electronic Payment Request for Stipends MissionCritical: Y Period of Performance: 09/25/2025 to 09/24/2028					
0001	287(g) Participation Vehicle and Equipment Vehicle Stipend $100,000 This is a one-time payment for vehicles to Continued ...				115,012.00	

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/25/2025		70CDCR25PSA000020

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	be used for the agreement's purpose. Tactical Equipment Stipend This is one-time payment for equipment to be used for the agreement's purpose Up to $7,500, one-time per officer 2 officers Total: $15,000.00 Wire Fee $12.00 This is a one-time payment for wire fees for the stipends. The amount of funding on this CLIN has increased: From: $ 0.00 By: $ 115,012.00 To: $ 115,012.00 Product/Service Code: V127 Product/Service Description: TRANSPORTATION/TRAVEL/RELOCATION- TRANSPORTATION: SECURITY VEHICLE Accounting Info: OB287GP-000 OC 86-34-TF-MJ8 18-06-0400-30-30-00-00 GE-21-57-00- ------ --- 000000 Funded: $100,000.00 Accounting Info: OB287GP-000 OC 86-34-TF-MJ8 18-06-0400-30-30-00-00 GE-31-89-00- ------ --- 000000 Funded: $15,012.00 287(g) INVOICE INSTRUCTIONS 1. The contractor shall be active in the System for Award Management (www.SAM.gov) for invoice processing. Besides the information identified below, a proper invoice shall also include Unique Entity Identifier (UEI) created in SAM.gov; the ICE Program Office; and state whether the invoice is “INTERIM” or “FINAL”. Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/25/2025		70CDCR25PSA000020

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	2. In accordance with Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions - Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows: "...An invoice must include- (i) Name and address of the Contractor. The name, address and UEI number on the invoice MUST match the information in both the Contract/Agreement and the information in SAM.gov. (ii) Unique Entity Identifier (UEI); (iii) Invoice date and number; (iv) Contract number, line items and, if applicable, the order number; (v) Description, quantity, unit of measure, unit price and extended price of the items delivered; (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii) Terms of any discount for prompt payment offered; (viii) Remit to Address; (ix) Name, title, and phone number of person to notify in event of defective invoice; (x) ICE Program Office designated on the order/contract/agreement; and (xi) Whether the invoice is "Interim" or "Final" 3. Invoice submission: shall be submitted via one of the following two methods. Improper invoices or those submitted by means other than these two methods will be returned. Email is the preferred method. a. Primary method of submission is email. The Contractor shall submit one (1) invoice in PDF format per e-mail and the subject line of the e-mail will reference the invoice number of the attached invoice to: Invoice.Consolidation@ice.dhs.gov Attn: ICE-ERO-FOD-FMI Invoice Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/25/2025		70CDCR25PSA000020

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	b. Mail: DHS, ICE Financial Service Center Burlington Attn: ICE-ERO-FOD-FMI Invoice P.O. Box 1620 Williston, VT 05495-1620 (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer – System for Award Management or 52-232-34, Payment by Electronic Funds Transfer – Other than System for Award Management. 3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. The obligated amount of award: $115,012.00. The total for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

AGENDA MEMORANDUM

Meeting Date: November 10, 2025

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

Via: J.C. Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: United States Department of Homeland Security Grant

Recommendation:

Recommendation by the Police Department that Council approve an expenditure to Enterprise Fleet Management, Inc. in an amount not to exceed $113,712.00, for the purchase of two (2) 2026 Dodge Durango police vehicles pursuant to Section §31.11 (E)(6)(g) of the City Code.

Discussion/Analysis:

Following Council's acceptance of $115,000.00 in reimbursable funding from the United States Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE), the Miami Springs Police Department intends to utilize a portion of the grant to purchase two (2) 2026 Dodge Durango police vehicles. These vehicle purchases will enhance the department's operational readiness, improve response capabilities, and continue supporting joint enforcement efforts with federal partners.

The department will open a purchase order with Enbterprise Fleet Management Inc. for the following vehicles:

- One (1) **White 2026 Dodge Durango** — $55,975.00
- One (1) **Black 2026 Dodge Durango** — $57,737.00

The total cost for both vehicles amounts to **$113,712.00**, which will be covered under the reimbursable ICE grant allocation. Any remaining funds within the approved $115,000 may be used toward necessary emergency equipment and outfitting of the vehicles for police use. Quote for vehicle from Enterprise was the most fiscally responsible; other quotes were gathered from General Motors (GM) & Woody Folsom CDJR of Douglas (attached).

Submission Date and Time: 11/5/2025 7:34 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Police Department	**Dept. Head:**	**Dept./ Desc.:** Police Accounts/GRANT
Prepared by: Ariadna Quintana	**Procurement:**	**Account No.:**
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:** N/A
Budgeted/Funded ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $**
		Current request: $ 113,712.00
		Total vendor amount: $ 113,712.00

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF TWO 2026 DODGE DURANGO VEHICLES FROM ENTERPRISE FLEET MANAGEMENT, INC. IN AN AMOUNT NOT TO EXCEED $113,712; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") desires to purchase two 2026 Dodge Durango vehicles (the "Vehicle") to facilitate the provision of the Police Department's day-to-day operations; and

WHEREAS, the City Police Department requested three quotes for the Vehicles; and

WHEREAS, Enterprise Fleet Management, Inc. (the "Vendor") provided a quote (the "Quote"), attached hereto as Composite Exhibit "A," for the Vehicles in the amount of $113,712; and

WHEREAS, the Vendor's Quote for the Vehicles included the provision of necessary police equipment, and accordingly, represented the lowest price when taking into account the cost to properly outfit the Vehicles if purchased from another vendor; and

WHEREAS, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Vehicles as being in the best interest of the City; and

WHEREAS, the City Council seeks to approve the purchase of the Vehicles from the Vendor in an amount not to exceed $113,712, consistent with the Vendor's Quote attached hereto as Composite Exhibit "A," as the pricing offered by the Vendor is in the City's best interest; and

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

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

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

Section 2. **Approval.** That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves of the purchase of the Vehicles from the Vendor and the expenditure of budgeted funds in an amount not to exceed $113,712.00, consistent with the Vendor's Quote attached hereto as Composite Exhibit "A".

Section 3. **Waiver.** That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Vehicles as being in the best interest of the City.

Section 4. **Authorization.** That the City Manager is authorized to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

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

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

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

PASSED AND ADOPTED this 10th day of November, 2025.

_____
Dr. Walter Fajet
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 9401542

Prepared For: City of Miami Springs
Vargas, Albert
Unit # 29QGXG
Year 2025 **Make** Dodge **Model** Durango
Series Pursuit 4dr All-Wheel Drive
Vehicle Order Type Ordered **Term** 60 **State** FL **Customer#** 578863

Date 10/17/2025
AE/AM RB/NBH

$ 38,363.00		Capitalized Price of Vehicle [1]
$0.00	*	Certain Other Charges 0.0000% **State** FL
$ 450.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 2,459.00		Other: (See Page 2)
$ 40,821.00	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$0.00		Taxes
$ 1.00		Total Capitalized Amount (Delivered Price)
$ 0.02		Depreciation Reserve @ 1.5000%
$ 43.20		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 43.22		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	TBD
Exterior Color	(0 P) White Knuckle Clearcoat
Interior Color	Black w/Cloth Bucket Seats w/Rear Vinyl Or Cl
Lic. Plate Type	Yellow City
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 0.00	Full Maintenance Program [3] Contract Miles 0	OverMileage Charge	$ 0.00 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included
$ 0.00	**Additional Services SubTotal**		
$ 0.00	Tax 0.0000% **State** FL		
$ 43.22	**Total Monthly Rental Including Additional Services**		
$ -0.20	Reduced Book Value at 60 Months		
$ 400.00	Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Miami Springs

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 9401542

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
ERV Console (AME Quote: 10931)	B	$ 0.00
Inverter (AME Quote: 10931)	B	$ 0.00
Weapon Locks (AME Quote: 10931)	B	$ 0.00
ERV Partition/Cage (AME Quote: 10931)	B	$ 0.00
Lighting - Safe and Sound Q#10931 (AME Quote: 10931)	B	$ 15,154.00
Total Aftermarket Equipment Billed		$ 15,154.00
Total Aftermarket Equipment Capitalized		$ 0.00
Aftermarket Equipment Total		$ 0.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 60.00
Estimated transport	C	$ 2,000.00
Courtesy Delivery Fee	C	$ 399.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 2,459.00
Other Charges Total		$ 2,459.00

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 9401542

VEHICLE INFORMATION:

2025 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$43,741	$43,940.00
Total Options	$0.00	$0.00
Destination Charge	$1,995.00	$1,995.00
Total Price	**$45,736.00**	**$45,935.00**

SELECTED COLOR:

Exterior: PW7-(0 P) White Knuckle Clearcoat

Interior: X9-Black w/Cloth Bucket Seats w/Rear Vinyl Or Cloth Bucket Seats w/Shift Insert

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
APA	Monotone Paint Application	STD	STD
C5	Cloth Bucket Seats w/Shift Insert	STD	STD
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
NAS	50 State Emissions	STD	STD
PW7_02	(0 P) White Knuckle Clearcoat	NC	NC
TXQ	Tires: 255/60R18 BSW On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" X 8.0" Black Steel	STD	STD
X9_01	Black w/Cloth Bucket Seats w/Rear Vinyl Or Cloth Bucket Seats w/Shift Insert	NC	NC
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Body Material: galvanized steel/aluminum body material
- : class IV trailering with harness, hitch
- Grille: black grille
- Upfitter Switches: upfitter switches

Convenience Features:
- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning with separate controls
- Console Ducts: console ducts
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: yes remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Valet Key: valet function
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Window FOB Controls: remote window controls
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Front Cupholder: front and rear cupholders
- Floor Console: partial floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: illuminated locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:
- radio AM/FM/HD/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off projector beam LED low/high beam headlamps
- Front Wipers: variable intermittent speed-sensitive wipers wipers
- Rear Window wiper: rear window wiper

Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer

Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: leatherette/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather steering wheel
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

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Open-End (Equity) Lease Rate Quote

Quote No: 9410810

Prepared For: City of Miami Springs
Vargas, Albert

Date 10/22/2025
AE/AM RB/NBH

Unit #
Year 2026 **Make** Dodge **Model** Durango
Series Pursuit 4dr All-Wheel Drive
Vehicle Order Type Ordered **Term** 60 **State** FL **Customer#** 578863

$ 39,732.00		Capitalized Price of Vehicle [1]
$0.00	*	Certain Other Charges 0.0000% **State** FL
$ 450.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 400.00		Other: (See Page 2)
$ 40,131.00	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$0.00		Taxes
$ 1.00		Total Capitalized Amount (Delivered Price)
$ 0.02		Depreciation Reserve @ 1.5000%
$ 42.51		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 42.53		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management
$ 0.00		Full Maintenance Program [3] Contract Miles 0
		Incl: # Brake Sets (1 set = 1 Axle) 0
$ 0.00		**Additional Services SubTotal**
$ 0.00		Tax 0.0000% **State** FL
$ 42.53		**Total Monthly Rental Including Additional Services**
$ -0.20		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

Comp/Coll Deductible 0 / 0
OverMileage Charge $ 0.00 Per Mile
Tires 0
Loaner Vehicle Not Included

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) DB Black Clearcoat
Interior Color	Black w/Cloth Bucket Seats w/Rear Vinyl Or Cl
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 25,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Miami Springs
BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

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Open-End (Equity) Lease Rate Quote

Quote No: 9410810

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Safe and Sound Q#10721	B	$ 17,606.00
Total Aftermarket Equipment Billed		$ 17,606.00
Total Aftermarket Equipment Capitalized		$ 0.00
Aftermarket Equipment Total		$ 0.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 60.00
Courtesy Delivery Fee	C	$ 400.00
Total Other Charges Billed		$ 60.00
Total Other Charges Capitalized		$ 400.00
Other Charges Total		$ 460.00

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Open-End (Equity) Lease Rate Quote

Quote No: 9410810

VEHICLE INFORMATION:

2026 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$44,677	$44,879.00
Total Options	$0.00	$0.00
Destination Charge	$1,995.00	$1,995.00
Total Price	**$46,672.00**	**$46,874.00**

SELECTED COLOR:

Exterior: PXJ-(0 P) DB Black Clearcoat

Interior: X9-Black w/Cloth Bucket Seats w/Rear Vinyl Or Cloth Bucket Seats w/Shift Insert

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
APA	Monotone Paint Application	STD	STD
C5	Cloth Bucket Seats w/Shift Insert	STD	STD
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
NAS	50 State Emissions	STD	STD
PXJ_02	(0 P) DB Black Clearcoat	NC	NC
TXQ	Tires: 255/60R18 BSW On/Off Road	STD	STD
UBN	Radio: Uconnect 5 Nav w/10.1" Display	STD	STD
WBN	Wheels: 18" X 8" Black Steel	STD	STD
X9_01	Black w/Cloth Bucket Seats w/Rear Vinyl Or Cloth Bucket Seats w/Shift Insert	NC	NC
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Body Material: galvanized steel/aluminum body material
- : class IV trailering with harness, hitch
- Grille: black grille
- Upfitter Switches: upfitter switches

Convenience Features:
- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning with separate controls
- Console Ducts: console ducts
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: yes remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Valet Key: valet function
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Window FOB Controls: remote window controls
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: Dodge Connect emergency communication system
- Navigation System: navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Floor Console: partial floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: illuminated locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:
- radio with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: 4G LTE Wi-Fi Hot Spot (3-month or 3 GB trial included) internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:
Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather steering wheel
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:
Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:
Transmission 8-speed automatic w/ OD and auto-manual

Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD



Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
WDEE75	2026 Dodge Durango Pursuit AWD	$44,879.00

COLORS

CODE	DESCRIPTION
PXJ	DB Black Clearcoat

ENGINE

CODE	DESCRIPTION	MSRP
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)	$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
DFT	Transmission: 8-Speed Automatic (850RE) (STD)	$0.00

CPOS PKG

CODE	DESCRIPTION	MSRP
2BZ	Quick Order Package 2BZ -inc: Engine: 3.6L V6 24V VVT UPG I w/ESS, Transmission: 8-Speed Automatic (850RE), maximum speed of 130mph	$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
DLK	3.45 Rear Axle Ratio (STD)	$0.00

WHEELS

CODE	DESCRIPTION	MSRP
WBN	Wheels: 18" x 8" Black Steel (STD)	$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
PXJ	DB Black Clearcoat	$0.00

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Data Version: 26795. Data Updated: Oct 22, 2025 6:49:00 PM PDT.

Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (Complete)

SEAT TYPE

CODE	DESCRIPTION	MSRP
A7X9	Black, Cloth Bucket Seats w/Rear Vinyl -inc: Vinyl 2nd Row Seat	$160.00

GVWR

CODE	DESCRIPTION	MSRP
Z6K	GVWR: 6,500 lbs (STD)	$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
LNF	Black Left LED Spot Lamp	$695.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
XCS	4 Additional Key Fobs	$400.00
	Options Total	**$1,255.00**

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Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$44,879.00
Total Options	$1,255.00
Vehicle Subtotal	$46,134.00
Destination Charge	$1,995.00
Grand Total	**$48,129.00**

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Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (✓ Complete)

Standard Equipment

Mechanical	
	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
	Transmission: 8-Speed Automatic (850RE) (STD)
	3.45 Rear Axle Ratio (STD)
	GVWR: 6,500 lbs (STD)
	50 State Emissions
	Transmission w/Sequential Shift Control
	Full-Time All-Wheel
	Engine Oil Cooler
	650CCA Maintenance-Free Battery w/Run Down Protection
	220 Amp Alternator
	Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	Police/Fire
	1250# Maximum Payload
	Front And Rear Anti-Roll Bars
	Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
	Nivomat Suspension
	HD Suspension
	Electric Power-Assist Speed-Sensing Steering
	24.6 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Permanent Locking Hubs
	Short And Long Arm Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Wheels: 18" x 8" Black Steel (STD)
	Tires: 255/60R18 BSW On/Off Road

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Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (✓ Complete)

Exterior	
	Wheels w/Chrome Hub Covers
	Steel Spare Wheel
	Compact Spare Tire Stored Underbody w/Crankdown
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
	Body-Colored Rear Step Bumper w/Black Rub Strip/Fascia Accent
	Black Side Windows Trim
	Body-Colored Door Handles
	Chrome Bodyside Insert and Black Wheel Well Trim
	Black Power Heated Side Mirrors w/Manual Folding
	Fixed Rear Window w/Wiper and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off
	Perimeter/Approach Lights
	LED Brakelights
	Laminated Glass
Entertainment	
	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation and Radio Data System
	Radio: Uconnect 5 Nav w/10.1" Display
	6 Speakers
	Streaming Audio
	Integrated Roof Antenna
	Wireless Phone Connectivity
	2 LCD Monitors In The Front
	Connected Travel & Traffic Services Real-Time Traffic Display

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Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (✓ Complete)

Interior

	Front Seats w/Power 4-Way Driver Lumbar
	12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
	4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat
	60-40 Folding Split-Bench Front Facing Fold Forward Seatback Cloth Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	4G LTE Wi-Fi Hot Spot (3-month or 3 GB trial included) Mobile Hotspot Internet Access
	Leather Steering Wheel
	Front Cupholder
	Rear Cupholder
	Compass
	Proximity Key For Doors And Push Button Start
	Valet Function
	Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Voice Activated Dual Zone Front Automatic Air Conditioning
	Rear HVAC w/Separate Controls
	HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts
	Illuminated Locking Glove Box
	Driver Foot Rest
	Full Cloth Headliner
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents
	Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat
	Day-Night Auto-Dimming Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors
	Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting

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Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (✓ Complete)

Interior	
	Carpet Floor Trim
	Full Vinyl/Rubber Floor Covering
	Cargo Area Concealed Storage
	Cargo Space Lights
	Integrated Navigation System w/Voice Activation
	Smart Device Integration
	FOB Controls -inc: Keyfob Cargo Access and Keyfob Window Activation
	Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
	Front Center Armrest w/Storage and Rear Center Armrest
	#7 Seat Foam Cushion
	Sentry Key Immobilizer
	3 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Dodge Connect Emergency Sos Capability
	ParkSense with Stop Rear Parking Sensors

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Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (✓ Complete)

Safety-Interior	
	Rear Cross Path Detection
	Blind Spot w/Trailer Detection Blind Spot
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Driver Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	ParkView Back-Up Camera

WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Woody Folsom CDJR of Douglas

Woody Folsom CDJR of Douglas

1510 S Peterson Ave
DOUGLAS, GA 31535
Phone: (912) 384-2371

BUYER'S ORDER

TD101555
Stock Number

10/28/2025
Date

Wes Bunyard
Salesman

Home **(305) 887-1444**

Work

ARMANDO A GUZMAN MIAMI SPRINGS POLICE DEPARTMENT **/ /** **(305) 887-1444**

Purchaser's Name | Date of Birth | SSN | Phone

201 WESTWARD DR **MIAMI SPRINGS** **FL** **33166-5259**

Street | City | County | State | Zip

E-mail: **avargas@mspd.us** ☐ New ☐ Used ☐ Demo

Year	Make	Model	Body	Serial Number	Color	Stock #	Miles
2026	**Dodge**	**Durango**	**Pursuit 4dr All**	**1C4SDJFT8TC177113**	**PW7**	**TD101555**	**5**

Trade-In Information:

Year	Make	Model	Body	Serial Number	Color	Stock #	Miles

Payoff on Trade-In Vehicle's To:
Bank
Street
City, State, Zip
Contact & Phone #

Automobile Insurance Information:
Company
Policy #
Agent
Street
City, State, Zip ,
Phone
Valid Dates -

Vehicle Price	**45,500**	**00**
Rebate		
Sub Total	**45,500**	**00**
Trade Allowance		**00**
Difference	**45,500**	**00**
Doc Fee		
Theft Registration		
Sub Total	**45,500**	**00**
Sales Tax **Tax Rate & County**		
Tag Fee		
Title Fee		
GWRA Fee **New Vehicles Only**		
Service Contract		
GAP Contract		
Sub Total	**45,500**	**00**
Balance Owed on Trade		
Total	**45,500**	**00**
Deposit		
Cash on Delivery		
Balance	**45,500**	**00**

DISCLAIMER OF WARRANTIES

The seller, **Woody Folsom CDJR of Douglas**, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and the Seller, **Woody Folsom CDJR of Douglas**, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the herein described vehicle.

Purchaser's Signature — **10/28/2025** Date

Below is the verbiage for the text consent. This "Consent Option" verbiage should be put at the bottom (right above the signature line) of the buyer's order and repair orders.

CONSENT OPTION:
By providing contact information and signing below, primary and secondary buyer(s) give permission to **Woody Folsom CDJR of Douglas** to enroll them in their VIP Club. Buyer(s) agree to receive automated informational and marketing text, emails and phone calls from dealership or assigns. Message and data rates may apply. Buyer(s) should average 3 texts per month. Reply ???end??? to any text to discontinue receiving text messages.

Manager Signature — **10/28/2025** Date

Purchaser #1 Signature — **10/28/2025** Date

10/28/2025
Purchaser #1 Signature — **10/28/2025** Date

Quote

Date: 09/10/2025
Quote No.: 10721
Salesperson: MIKE

Safe and Sound Customs Corp
Address: 8167 NW 74th Ave Medley, FL 33166
Office (786)-445-5189
Email:Sales@safeandsound911.com, or
Mike@safeandsound911.com
Web: www.safeandsound911.com

Bill To:
MIAMI SPRINGS POLICE DEPARTMENT
LT. VARGAS
Miami Springs Police Department
Patrol Division Co-Commander
201 Westward Drive
Miami Springs, FL 33166

Ship To:
LT. VARGAS
Miami Springs Police Department
Patrol Division Co-Commander
201 Westward Drive
Miami Springs, FL 33166

Qty	Item	Description	Unit Price	Total
1	ACE K9 HOT N POP PRO	HOT N POP PRO PART#HP-5020	$1,595.00	$1,595.00
1	ACE K9 NO K9 LEFT BEHIND	NO K-9 LEFT BEHOND SYSTEM H-NKLBK-P	$69.00	$69.00
1	ACEK9 HAP-EVS-K	ENGINE STALL SENSOR	$143.00	$143.00
1	ACEF9 FAN	10" FAN	$239.00	$239.00
1	ACEK9 SMOKE DETECTOR	HA-SDM-D SMOKE DETECTOR MODULE	$114.00	$114.00
1	ACEK9 PAGER AND ANTENNA	PAGER AND ANTENNA SYSTEM	$389.00	$389.00
1	SETINA K9 TRANSPORT	SETINA K 9 TRANSPORT SYSTEM AND PRISONER SIDE ULTIMATE 2 SYSTEM	$3,899.00	$3,899.00
1	WHELEN CORE SYSTEM PACKAGE DEAL	WHELEN CORE, OBD2 PLUG, WHELEN FST/RST DUO COLOR LIGHTBAR RED/BLUE WHITE FRONT , RED/BLUE AMBER REAR WECAN, WHELEN SA315P SPEAKER, V2V CAN PORT	$3,899.00	$3,899.00
2	WHELEN T ION	WHELEN T IONS GRILL RED/BLUE	$139.00	$278.00

Qty	Item	Description	Unit Price	Total
2	WHELEN T ION	WHELEN T IONS SIDE WINDOWS RED/BLUE	$139.00	$278.00
1	600 BAR LED 40	6 HEAD RED/BLUE STICK REAR WINDOW	$299.00	$299.00
2	LED FLASHER ULF44	LED FLASHER WIG WAG FRONT AND REAR	$89.00	$178.00
2	WHELEN TRACERS	WHELEN TRACERS 4 SECTIONS RED/BLUE - WHITE OR SIDE LED ROCKERS	$739.00	$1,478.00
1	LAPTOP STANDS	LAPTOP POLE MOUNT STANDS FOR DURANGO	$599.00	$599.00
1	LABOR & MATERIALS	INSTALLATION K9 VEHICLES	$2,850.00	$2,850.00
1	JOTTO CONSOLE	PRINTER CONSOLE FOR DURANGO , ARM REST, CUP HOLDER, SIDE MOUNT	$1,299.00	$1,299.00

Total $17,606.00

K-9 HOT AND POR PRO UNIT DOOR POPPER

Thank you for your business.

Quote

Date: 09/10/2025
Quote No.: 10931
Salesperson: MIKE

Safe and Sound Customs Corp
Address: 8167 NW 74th Ave Medley, FL 33166
Office (786)-445-5189
Email:Sales@safeandsound911.com, or
Mike@safeandsound911.com
Web: www.safeandsound911.com

Bill To:
MIAMI SPRINGS POLICE DEPARTMENT
LT VARGAS,
Miami Springs Police Department
Patrol Division
201 Westward Drive
Miami Springs, FL 33166

Ship To:
LT VARGAS,
Miami Springs Police Department
Patrol Division
201 Westward Drive
Miami Springs, FL 33166

Qty	Item	Description	Unit Price	Total
1	WHELEN CORE SYSTEM PACKAGE DEAL	1 WHELEN CORE, OBD2 PLUG, WHELEN LEGACY 48" DUO COLOR LIGHTBAR RED/BLUE WHITE FRONT , RED/ BLUE AMBER REAR// 6 FST -RST SLICKTOP PACKAGE, WHELEN SA315P SPEAKER WITH BRACKET, V2V , CCTL7 , EXPANSION MODULE AND OBD2 CABLE	$3,299.00	$3,299.00
1	600 BAR LED 40	6 HEAD RED/BLUE STICK REAR WINDOWS	$279.00	$279.00
2	WHELEN STRIP LIGHT DUO COLOR	2 BLUE WHITE 2 RED WHITE SIDE PANELS	$139.00	$278.00
2	200 LED BAR	RED/BLUE REAR WINDOWS	$119.00	$238.00
2	WHELEN TRACERS DUO	WHELEN TRACERS DUO R/W-B/W	$739.00	$1,478.00
1	SETINA PB450 PUSH BAR	4 WHELEN IONS PUSH BAR	$1,239.00	$1,239.00
1	JOTTO CAGE PARTITION ENCLOSURE	FULL JOTTO ENSCLOSURE SEAT, REAR CARGO BARRIER	$2,490.00	$2,490.00

Qty	Item	Description	Unit Price	Total
1	WHELEN HOWLER SYSTEM	The Whelen Howler Low Frequency Tone Siren	$499.00	$499.00
1	TUFFE PN 253 01	TACTICAL GUN BOX / LOCKBOX, 19 7/8 W 35 7/8 L X 8 15/16", FOR AR / SHOTGUN	$599.00	$599.00
1	INVERTER	INVERTER UNIT	$95.00	$95.00
1	Cradle and laptop stand system	Havis cradle and laptop stand jotto	$695.00	$695.00
1	LABOR & MATERIALS	INSTALLATION	$2,350.00	$2,350.00
2	FENIEX T3 QUADS	QUAD LIGHTS T3 TAG AREA	$49.00	$98.00
2	WHELEN T ION	WHELEN T IONS RED/ BLUE FOG LIGHT AREA	$109.00	$218.00
1	JOTTO CONSOLE	PRINTER CONSOLE FOR DURANGO, ARM REST, CUP HOLDER, SIDE MOUNT	$1,299.00	$1,299.00

Total $15,154.00

1 MARKED DURANGO

Thank you for your business.

AGENDA MEMORANDUM

Meeting Date: November 10, 2025

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

Via: J.C. Jimenez, City Manager

From: Matthew Castillo, Chief of Police

Subject: United States Department of Homeland Security Grant

Recommendation:

Recommendation by the Police Department that Council accept funding from the State Board of Immigration Enforcement Local Law Enforcement Immigration Grant Program, in the amount of $67,486.24, to support reimbursable operational costs incurred through joint law enforcement initiatives, pursuant to Section §150.134 of the City Code.

Discussion/Analysis:

The Miami Springs Police Department has been awarded $67,486.24 in reimbursable funding from the State Board of Immigration Enforcement under the Local Law Enforcement Immigration Grant Program. The approved funding accounts for training, law enforcement officer (LEO) payments, overtime for related enforcement activities, and the purchase of equipment, hardware, and software supporting the 287(g) program. Acceptance of this funding will allow the Police Department to proceed with eligible expenditures and enhance collaboration with state immigration enforcement initiatives.

Submission Date and Time: 10/31/2025 4:57 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Police Department	**Dept. Head:**	**Dept./ Desc.:** Police Accounts/GRANT
Prepared by: Ariadna Quintana	**Procurement:**	**Account No.:**
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:** N/A
Budgeted/Funded ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $**
		Current request: $ 67,486.24
		Total vendor amount: $ 67,486.24

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A LOCAL LAW ENFORCEMENT IMMIGRATION GRANT IN THE AMOUNT OF $67,486.24; APPROVING A GRANT AGREEMENT WITH THE STATE BOARD OF IMMIGRATION ENFORCEMENT RELATING TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") has been awarded a Local Law Enforcement Immigration Grant (the "Grant") in the amount of $67,486.24 by the State Board of Immigration Enforcement ("BIE") for training programs, law enforcement officer (LEO) payments, overtime pay for eligible immigration enforcement activities, and the purchase of equipment, hardware, and software relating to the Immigration and Customs Enforcement (ICE) 287(g) program; and

WHEREAS, in order to secure the Grant, the City must enter into the Grant Agreement (the "Agreement") attached hereto as Exhibit "A" with BIE; and

WHEREAS, the City Council wishes to accept the Grant, approve the Agreement, and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A"; and

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

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

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

Section 2. Acceptance. That the City Council hereby accepts the Grant.

Section 3. Approval. That the City Council hereby approves the Agreement with BIE relating to the Grant.

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents which

are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

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

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

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

PASSED AND ADOPTED this 10th day of November, 2025.

_____
Dr. Walter Fajet
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

State Board of Immigration Enforcement
Local Law Enforcement Immigration Grant Program
Grant Award Agreement

Award Number:	IG038
Participating Agency:	City of Miami Springs Police Department
Grant Activity Period:	02/17/2025 – 06/30/2026
Award Amount:	$67,486.24
CSFA Catalog Number:	71.158

This grant award agreement is entered into by and between the State Board of Immigration Enforcement (herein referred to as the "Board") and the Participating Agency named above.

> WHEREAS, the Board has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Participating Agency in accordance with the terms and conditions hereinafter set forth; and
>
> WHEREAS, Chapter 2025-1, Laws of Florida, created Section 908.1033, Florida Statutes, and resulted in an appropriation of $250,000,000 in funds for the Board to pass-through to local law enforcement agencies and county detention facilities in support of the Local Law Enforcement Immigration Grant Program; and
>
> WHEREAS, the Participating Agency represents that it is fully qualified and eligible to receive this award and to perform the tasks identified herein in accordance with the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections and appendices:

Section I: Scope of Work
Section II: Deliverables
Section III: Approved Budget
Section IV: Amendments
Section V: Data Collection Requirements
Section VI: Performance Reporting
Section VII: Financial Reporting and Reimbursement
Section VIII: Award Contacts
Section IX: Special Conditions
Section X: Standard Conditions for State Financial Assistance Awards
Section XI: Award Signatures

SECTION I: SCOPE OF WORK

The purpose of the Local Law Enforcement Immigration Grant Program (IGP) is to foster cooperation and coordination with federal immigration agencies in the enforcement of federal immigration laws by completing one or more of the following activities:

(1) Supporting the training and credentialing of local law enforcement and corrections personnel to perform designated immigration enforcement activities through the Department of Homeland Security (DHS), Immigration and Customs Enforcement's (ICE) 287(g) program.
(2) Subleasing detention beds to ICE for temporary periods of time in accordance with agreements executed between the Participating Agency and ICE.
(3) Assisting in the transport of unauthorized aliens between local, state, and federal facilities.

(4) Providing personnel to perform allowable activities under the DHS/ICE 287(g) program.
(5) Providing bonus payments to credentialed law enforcement and correctional personnel who perform designated immigration enforcement duties as outlined in program statute and rule.
(6) Procuring equipment, hardware, and software essential to assisting the federal government in its enforcement of immigration laws.
(7) Performing other functions related to the detention and transport of unauthorized aliens or other functions related to participation in the 287(g) program, as approved by the Board.

This grant award agreement will provide reimbursement to the Participating Agency for the approved costs outlined in Section III of this agreement. Reimbursement will be contingent on the Participating Agency complying with the applicable program data collection elements outlined in Section V of this agreement.

SECTION II: DELIVERABLES

The Participating Agency shall determine the specific tasks associated with each approved activity below based on the nature of the immigration enforcement initiative performed by their agency.

Financial Consequences: Each deliverable listed below is a cost-reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request and supported by the appropriate documentation will be eligible for reimbursement under this grant.

IGP – D Deliverable:	The Participating Agency will travel to perform designated immigration officer duties in accordance with the 287(g) program.
Minimum Performance	The Participating Agency shall provide credentialed staff to perform required duties under the Participating Agency's 287(g) agreement with Immigration and Customs Enforcement. Documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed $6,798.00.
IGP – E Deliverable:	The Participating Agency will provide bonus payments to law enforcement officers credentialed as a designated immigration officer (DIO).
Minimum Performance	The officer receiving the bonus must have participated in one or more U.S. Department of Homeland Security at-risk task force operations. The Participating Agency shall provide a Bonus Payment Certification Form (SBIE-001) for each officer receiving the payment. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed $2,153.00.
IGP – G Deliverable:	The Participating Agency will procure approved equipment, hardware, and/or software necessary for the performance of immigration enforcement duties.
Minimum Performance	The Participating Agency shall procure the approved equipment, hardware, and/or software outlined in Section III of this agreement and in accordance with the Participating Agency's own procurement policies and procedures. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed $17,960.00.
IGP – H Deliverable:	The Participating Agency will provide other services related to the detention and transport of unauthorized aliens and/or other activities related to the 287(g) program as approved by the Board.
Minimum Performance	The Participating Agency shall provide the ancillary services outlined in Section III of this agreement. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed $40,575.24.

SECTION III: APPROVED BUDGET

Budget Category	Total
IGP-A: Training Programs for 287(g)	$0.00
IGP-B: Subletting Detention Beds	$0.00
IGP-C: Transportation on Behalf of ICE	$0.00
IGP-D: Travel and Lodging for 287(g)	$6,798.00
IGP-E: LEO Bonus Payments	$2,153.00
IGP-F: CO Bonus Payments	$0.00
IGP-G: Equipment, Hardware, and Software for 287(g)	$17,960.00
IGP-H: Other Costs Related to Immigration Enforcement	$40,575.24
TOTAL	**$67,486.24**

The Participating Agency may receive reimbursement for the following approved line-item expenses under this award. All expenses submitted for reimbursement by the Participating Agency must be accompanied by the applicable documentation outlined in Section VII of this agreement.

Category	Line Item	Description	Total
IGP-D	Travel and Lodging	Travel and Lodging for two officers participating in 287(g) activities. Hotel = 2 nights x approximately $225/night x 2 officers x estimated (six) 6 operations = $5,400.00 Meals = 2 days x $36/day x 2 officers x estimated 6 (six) operations = $864.00 Mileage = $0.445/mile x approx. 100 miles round trip x 2 officers x estimated (six) 6 operations = $534.00 Direct Cost: $6,798.00	$6,798.00
IGP-E	LEO Bonus	Bonus payments for two eligible officers participating in task force operations. $1,000 bonus x 2 officers = $2,000.00 FICA (7.65%) x $2,000 = $153.00 Direct Cost: $2,153.00	$2,153.00
IGP-G	Computers and Printers	Laptops/Desktops and Accessories (2) laptops at approx. $2,500 each (2) desktops at approx. $750 each (4) monitors at approx. $250 each (2) printers at approx. $250 each	$8,000.00
IGP-G	Rapid ID Devices	(2) Rapid ID devices at approx. $3,500 each (2) initial year service plan for the devices at approx. $500 each	$8,000.00
IGP-G	Cell Phone with Services	Cell Phone and Service for DIOs (2) cell phones for DIOs at approx. $500 each (2) service plans at approx. $40/month x 12 months	$1,960.00

IGP-H	Overtime/Benefits for Task Force Officers	Overtime for two (2) Task Force Officers to complete Immigration activities: 2 officers x approx. 20 hours per month x 12 months at an approx. rate of $69.55 -70/hour. The grant will also reimbursement the following employer-paid benefits associated with the overtime: FICA (7.65%), Workers Comp (2.5%) and Retirement (11.40%). One Officer's Monthly Cost = 20 hours x $69.55 = $1,391.00 One Officer's Yearly Cost = $1,391.00 x 12 = $16,692.00 Two Officers Yearly Cost - $16,692.00 x 2 = $33,384.00 Benefits: FICA: $33,384.00 x 0.765 = $2,552.86 WC: $33,384.00 x 0.025 = $834.60 Retirement: $33,384.00 x 0.114 = $3,803.78 Overtime Cost Including Benefits: $40,575.24	$40,575.24
TOTAL			**$67,486.24**

The following standard budget terms apply to this award:

All items, quantities, and/or prices above are estimates based on the information available at the time of award, or subsequent amendment.

All items requested for reimbursement must be allowable in accordance with the approved budget, reasonably priced based on a current market review, and necessary for the operation and success of the program.

Any subscription, service agreement, extended warranty, license, lease, or any other item with a specific term period may require the Board to pro-rate the reimbursement to comply with state grant management rules and regulations.

Items above may include additional, individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system", etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Participating Agency is prohibited from moving funds freely among previously approved budget line items.

The Board's determination of acceptable expenditures requested for reimbursement shall be conclusive.

SECTION IV: AMENDMENTS

The Board may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Participating Agency. The Participating Agency may request amendments to the agreement in accordance with the provisions outlined below.

Non-Monetary Amendments

Amendment requests that do not increase the total award amount, or change the amounts allocated among individual line items outlined in Section III, may be submitted by the Participating Agency and subsequently approved by the Board's grant supervisor. This includes amendments to change a contact listed in Section VIII, clarifying amendments for existing approved budget items in Section III, or to decrease the award for closeout.

Monetary Amendments

Amendment requests that increase the total award amount, change the amounts allocated among existing line items in Section III, or add new line items to the budget may be submitted by the Participating Agency in a format prescribed by the Board.

If the total award amount is $25,000 or less after the amendment, and the award does not contain any funding for equipment, software or hardware, the amendment request must only receive Executive Director approval before the amendment can be approved by the Board's grant supervisor.

If the total award amount is more than $25,000, or the award contains funding for equipment, hardware or software, the amendment request must receive approval from the Executive Director, the Board, and the Legislative Budget Commission, in accordance with s. 908.1033, F.S. Upon the amendment advancing through the Legislative Budget Commission with no objection, the amendment can be approved by the Board's grant supervisor.

SECTION V: DATA COLLECTION REQUIREMENTS

Reimbursement of the line-item expenses outlined in Section III is contingent upon the Participating Agency complying with the data collection requirements outlined below.

Local Law Enforcement Agency – Individual Data Collection

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following individualized data points, in accordance with the policies and procedures of the Participating Agency, when a suspected unauthorized alien is encountered. The data must be reported through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Encounter date and reporting agency information
    a. Date of the encounter
    b. Agency Name
    c. Name and title of Officer reporting the encounter
2. Location of the encounter
    a. City or unincorporated area
    b. County
    c. Address
3. Personal identifying information for the suspected unauthorized alien
    a. First, middle, last name
    b. Country of citizenship
    c. Alien registration number (if applicable)
    d. Date of birth
    e. Sex
    f. Complete street address, city, state, and zip code
    g. Current telephone number
    h. Street address for current employer
    i. Identified or suspected criminal gang affiliation

j. Vehicle information (description, registration, license plate)
k. Criminal history (Yes or No)
l. Citizenship verified with ICE (Yes or No)

4. Criminal arrest information arising from the encounter (if applicable)
    a. Criminal charges list in order of severity
    b. Information describing whether ICE was contacted during the encounter, if yes:
    c. Indication if personnel from ICE responded
    d. If ICE did not respond, a narrative describing the reasons provided
5. Photograph of the suspected unauthorized alien that provides a clear image of the face and neck. This is not required if a jail facility takes a booking photograph after a criminal arrest.

Local Law Enforcement Agency – Summary Data Collection

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following summary data through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Total number of law enforcement officers maintaining an active designated immigration officer status each month through the Task Force Model under the 287(g) program.
2. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
3. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month that results in arrest while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
4. Total number of times the Participating Agency's law enforcement officers initiate arrests for only civil immigration charges while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.

Detention Facility – Summary Data Collection

Any county operated or local law enforcement detention facility must collect and report the following summary data through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Total number of immigration detainer (I-247) forms it receives from Immigration and Customs Enforcement each month, accompanied by any associated arrests warrants (I-200) and/or warrants of removal (I-205) forms.
2. The number of immigration detainers the agency receives from Immigration and Customs Enforcement and are subsequently cancelled, with the subject of the detainer having been released without being transferred to the custody of ICE.
3. The number of unauthorized aliens for whom the agency received an immigration detainer from Immigration and Customs Enforcement, but who ICE ultimately failed to take into custody within the required time period, thus requiring the agency to release the individual.
4. The highest state law offense classification for each unauthorized alien for whom Immigration and Customs Enforcement issues an immigration detainer.
5. The number of unauthorized aliens who meet the criteria noted in 1 through 4, who were charged with a violent crime.
6. The number of unauthorized aliens for the agency receives an immigration detainer from Immigration and Customs Enforcement after the person was released on state criminal charges.
7. The number of unauthorized aliens who the agency lodges immigration detainers before Immigration and Customs Enforcement makes an independent biometric or biographic match through the normal booking process.

8. The number of unauthorized aliens the agency transports from its jail facility to an Immigration and Customs Enforcement facility upon conclusion of the immigration detainer period in lieu of ICE taking custody of the individual at the jail facility.
9. The monetary amount of the reimbursement costs the agency received from Immigration and Customs Enforcement in the prior month, the agency's reimbursement rate from ICE, and how many beds the agency incurred for housing the unauthorized aliens from the time those aliens' state law charges were resolved until they were either released from jail or to the custody of ICE. The agency shall also report the difference between its actual unauthorized alien housing cost and the reimbursable amount for each month.

SECTION VI: PERFORMANCE REPORTING

The Participating Agency is responsible for maintaining adequate documentation to support the performance of activities under this award. This documentation shall be maintained in the Participating Agency's own grant file and shall be provided for review upon request.

The Participating Agency must adhere to the minimum performance documentation requirements outlined below based on the activity they are performing.

IGP-A Immigration Enforcement Training Programs

The Participating Agency is responsible for tracking the training of each officer. The required information includes, but is not limited to:

1. Name and location of training
2. Agency or entity hosting the training
3. Office name and ID
4. Overtime hours associated with completing the training, including associated employer-paid fringe benefits
5. Travel costs associated with completing the training
6. Material costs associated with completing the training

IGP-B Subletting Detention Beds to Immigration and Customs Enforcement

The Participating Agency is responsible for tracking beds used for detaining unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Date and time the individual was released on their state charges
3. Date and time the individual leaves the facility or is transferred to ICE custody

IGP-C Transporting Aliens on Behalf of Immigration and Customs Enforcement

The Participating Agency is responsible for tracking the transport of unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Transport officers assigned to the detail (the grant will reimburse a maximum of two officers per transport)
3. Point of origin, date, and departure time
4. Point of return, date, and arrival time
5. Overtime costs incurred, including the associated employer-paid fringe benefits
6. Travel costs incurred during the transport detail (i.e., hotel, meals, mileage, etc.)

IGP-D Travel and Lodging Directly Related to 287(g) Task Force Activities

The Participating Agency is responsible for tracking any travel-related costs directly associated with active participation in task force activities under the 287(g) program. The required information includes, but is not limited to:

1. Officer name and ID
2. Point of origin, date, and departure time
3. Point of return, date, and arrival time
4. Travel costs incurred during the operation/activity (i.e., hotel, meals, mileage, etc.)

IGP-E Bonus Payments to Law Enforcement Officers

The Participating Agency is responsible for tracking the certification of each officer and the ICE-related operations each officer participates in. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer
3. Operation date
4. Brief description of ICE-related operation

IGP-F Bonus Payments to Corrections Officers

The Participating Agency is responsible for tracking the certification of each officer. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer or Warrant Service Officer
3. Date the officer began serving as a DIO or WSO

IGP-G Equipment, Hardware and Software

The Participating Agency is responsible for tracking the equipment, hardware, and/or software in accordance with their own inventory, device management, and/or maintenance policy. The Participating Agency is responsible for ensuring compliance with CJIS Security Standards, and any other applicable policies, for any equipment, hardware, and/or software purchase that interface with state or federal databases.

IGP-H Other Costs Associated with Immigration Enforcement

The Participating Agency is responsible for tracking any other incidental costs related to moving, transporting, lodging, temporary detention, or active participation in task force activities under the 287(g) program. The required information for tracking will vary depending on the activity being funded. The Participating Agency shall track in sufficient detail to document the performance of the activity and the associated costs in the event of an external audit.

SECTION VII: FINANCIAL REPORTING AND REIMBURSEMENT

All reimbursement requests associated with this award will be managed through the Board's electronic grant management system. The participating agency must complete the following three steps, in sequential order, to submit a reimbursement request.

Expense Entry

The Participating Agency is responsible for entering the individual expenses associated with the allowable budget items in Section III of this agreement. These expenses are to be entered as individual items in the electronic grant management system and must adhere to the guidelines for the applicable cost type outlined below.

For any contract, subscription, or payment plan type invoicing, this grant award can only cover the cost of payments made to the vendor/supplier during the grant period.

The grant cannot reimburse payments that will occur after June 30, 2026.

Overtime and Associated Fringe Benefits		
Field Name	Data Required	Example
Salary	Total cost being requested for reimbursement	$1,473.40
Expense Date	Date Paid (or last date paid if multiple for the month)	03/31/2025
Expense Status	Reviewed	N/A
Payee	Officer Name	John Doe
Description	Description of Activity Dates Work Performed Total Hours x Pay Rate Benefits Breakdown Date(s) Paid	DIO Task Force Operation OT Dates: 03/10/2025, 3/23/2025 10 hours x $100/hour = $1,000 FICA = $1,000 x 7.65% = $76.50 FRS = $1,000 x 35.19% = $351.90 WC = $1,000 x 4.5% = $45.00 Paid: 3/17/2025, 3/31/2025
Documentation to Upload	Timesheets OT detail slips (if applicable) Paystub Employer-paid benefit statement (if not clearly shown on paystub)	N/A
Travel Costs and Mileage		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement	$501.42
Expense Date	Date Traveler Paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Traveler Name	John Doe
Description	Reason Destination(s) Dates of travel Breakdown of associated travel cost	287(g) operation in Orlando, FL Dates: 3/15/2025 – 3/17/2025 Mileage: $0.445/mile x 147 mi. = $65.42 Hotel: 2 nights x $176.50/night = $353 Meals: $83
Documentation to Upload	Travel Voucher (Form SBIE-004) and documentation as required by form.	N/A
Subletting Beds to ICE		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	$1,960.00
Expense Date	Last day of the reporting month	03/31/2025
Expense Status	Reviewed	N/A
Payee	Participating agency name	Elm County Sheriff’s Office
Description	Invoice Period Total number of detainees Total number of bed days	March 2025 # of Detainees = 25 # of Bed Days = 56

	Reimbursement Rate	Rate = $35/day
Documentation to Upload	Monthly Bed Day Summary (Form SBIE-005)	N/A

Equipment, Hardware, and/or Software		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	$17,500
Expense Date	Date invoice paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Vendor/Supplier	Idemia
Description	Item(s) calculation Service Period (if applicable) Method of Payment (check #, ACH, credit care)	(5) Rapid ID devices @ $3,100 each MDM software @ $2,000 each (October 2025 – September 2026) Paid with Check # 25985
Documentation to Upload	Purchase Order Invoice Proof of payment (cancelled check, ACH transfer log showing paid status, credit card statement)	N/A
Contract Services		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	$9,000
Expense Date	Date invoice paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Vendor/Supplier	Elm County Sheriff's Office
Description	Short expense description Service Period (if applicable) Item(s) calculation Method of Payment (check #, ACH, credit card)	Software configuration and programming for September 2025 120 hours at $75/hour Paid by ACH
Documentation to Upload	Purchase Order (if applicable) Invoice Service Log/Documentation Proof of payment (cancelled check, ACH transfer log showing paid status, credit card statement)	N/A

Budget Reporting Period and Payment Requests

The Participating Agency is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The system will aggregate all expenses entered (based on expense date) for the associated reporting period, which will be used to generate a Payment Request as outlined below.

For any budget reporting period with associated expenses, the Participating Agency is responsible for creating and submitting the payment request in the electronic grant management system and linking the respective budget reporting period(s) accordingly. The closing of each budget reporting period, and

submission of the payment request is due no later than 30 days after the end of each reporting period as shown in the table below.

#	Period	Due Date	#	Period	Due Date
01	02/17/2025 – 02/28/2025	03/30/2025	**10**	11/01/2025 – 11/30/2025	12/30/2025
02	03/01/2025 – 03/31/2025	04/30/2025	**11**	12/01/2025 – 12/31/2025	01/30/2026
03	04/01/2025 – 04/31/2025	05/30/2025	**12**	01/01/2026 – 01/31/2026	02/28/2026
04	05/01/2025 – 05/31/2025	06/30/2025	**13**	02/01/2026 – 02/28/2026	03/30/2026
05	06/01/2025 – 06/30/2025	07/30/2025	**14**	03/01/2026 – 03/31/2026	04/30/2026
06	07/01/2025 – 7/31/2025	08/30/2025	**15**	04/01/2026 – 04/30/2026	05/30/2026
07	08/01/2025 – 08/31/2025	09/30/2025	**16**	05/01/2026 – 05/31/2026	06/30/2026
08	09/01/2025 – 09/30/2025	10/30/2025	**17**	06/01/2026 – 06/30/2026	07/30/2026
09	10/01/2025 – 10/31/2025	11/30/2025	**18**	Final Reconciliation	08/30/2026

For any budget reporting period that ended prior to the activation of this award in the electronic grant management system, the Participation Agency shall enter all expenses and close the associated budget reporting period(s) within 45 days from activation. In this instance, the Participating Agency may link all prior reporting periods to the first payment request. All other payment request shall only be linked to one reporting period, unless exceptions are granted from the Board's grant supervisor.

If no expenses were incurred during a particular budget reporting period, the Participating Agency shall close the associated budget reporting period as a $0.00 reporting period. This will not get aggregated into a Payment Request, and the Participating Agency is exempt from submitting a payment request for that period, as there are no associated expenses to request reimbursement for.

Payment Request Submission Certification

By submitting a payment request in the electronic grant management system, the Participating Agency certifies that all costs claimed for reimbursement were incurred in accordance with the terms and conditions of this agreement. The Participating Agency must certify the following statement when submitting their payment request:

> "Pursuant to the State Board of Immigration Enforcement's data collection requirements described in Section 908.1031(3)(e), Florida Statutes, by submitting this payment request, I attest to the best of my knowledge that my organization collects and reports the individualized data points outlined in Section V of the award agreement relating to: (1) interactions/encounters with a suspected unauthorized alien; (2) summary data for law enforcement agencies; and (3) if my organization operates a county detention facility, my organization reports the summary data for detention facilities. I understand that if my organization is later found to not be in compliance with all requirements, we will forfeit our grant reimbursement eligibility for the remainder of the fiscal year."

The Board's grant management team will review compliance with data collection prior to processing any request for reimbursement. If an agency is not reporting the required data collection elements, the Board's grant management team will reject the associated payment request. The Participating Agency may resubmit the rejected payment request once compliance with the data collection requirements is achieved.

Payment Request Approval and Reimbursement

Per s. 908.1033, F.S., this is a cost-reimbursement agreement only. No cash advances can be administered under this program.

Funds will be distributed to the Participating Agency in conjunction with the receipt, review, and approval of a payment request and all required supporting documentation as outlined above. All payment requests submitted to the Board will be reviewed and audited in accordance with applicable state financial assistance rules, regulations, statutes, and Department of Financial Services guidelines. Additional supporting documentation may be requested by the Board prior to approving any payment request.

The State of Florida's performance and obligation to pay under this agreement is contingent upon the legislative appropriation, availability of funds, and is subject to any modification in accordance with Chapter 216, F.S., or the Florida Constitution. The Board will administer and disburse funds under this agreement in accordance with s. 215.97, s. 215.971, s. 215.981, and s. 215.985, F.S. The Board's determination of acceptable expenditures shall be conclusive.

Payments will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with s. 215.422, F.S. This election is determined by the Participating Agency's own selection in the state's vendor information system. A Participating Agency that wishes to enroll in direct deposit for payments from the state must complete and submit a Direct Deposit Authorization Form to the Department of Financial Services. More information on direct deposit is available at on the Department of Financial Services website at https://www.myfloridacfo.com/division/aa/vendors.

SECTION VIII: AWARD CONTACTS

Any changes to the individuals identified below must be made in writing.

Board's Grant Manager

Gary Carmichael
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1273
GaryJCarmichael@fdle.state.fl.us

Participating Agency Grant Manager

Matthew Castillo
Chief of Police
201 Westward Dr
Miami Springs, FL 33166
305-888-9711
mcastillo@mspd.us

Participating Agency Chief Official

Matthew Castillo
Chief of Police
201 Westward Dr
Miami Springs, FL 33166
305-888-9711
mcastillo@mspd.us

Participating Agency Chief Financial Officer

Christopher Chiocca
Finance Director
201 Westward Dr
Miami Springs, FL 33166
305-805-5000
chioccac@miamisprings-fl.gov

SECTION IX: SPECIAL CONDITIONS

This agreement is subject to the special conditions set forth below. Any condition identified below as a "Withholding of Funds" condition must be cleared through an administrative grant amendment processed by the Board's grant manager prior to issuing a related payment under this award.

Condition Number	Condition Language
S0001	As a recipient of these funds, the Participating Agency is required to comply with the reporting requirements outlined Section V of this agreement. A Participating Agency who attests to comply with these reporting requirements but is later found by the State Board of Immigration Enforcement to not be in compliance, will forfeit eligibility of any grant reimbursements for the remainder of the state fiscal year.
S0006	This award contains grant funds for travel and lodging costs directly related to participating in 287(g) task force activities. The Participating Agency is

	required to track all travel and lodging costs associated with active task force participation. At a minimum, the tracking shall include officer identifier, task force operation identifier, point of origin, start date and time, destination, end date and time, and all itemized travel costs associated with the transport detail. This documentation must be submitted with any housing-related reimbursement request.
S0007	This award contains grant funds to provide bonus payments for qualified law enforcement officers participating in eligible Department of Homeland Security task force activities. The Participating Agency is required to track the eligibility of each officer and the qualifying task force operations each officer participated in. This documentation must be maintained by the Participating Agency and provided upon request.
W0008	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for a law enforcement officer bonus payment, the Participating Agency must provide a properly executed Bonus Payment Certification (Form # SBIE-001) for each law enforcement officer receiving the bonus.
S0011	This award contains grant funds for other costs associated with immigration enforcement. The Participating Agency is required to track all costs and associated activities in sufficient detail and maintain appropriate financial documentation. This documentation must be submitted with any payment request for the allowable other costs in the approved award budget.
W0014	WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing overtime costs associated with immigration enforcement activities. Prior to the drawdown of funds, the Participating Agency must provide a copy of their agency's overtime policy.
S0015	This award contains grant funds for reimbursing overtime costs associated with immigration enforcement activities. The Participating Agency is required to track immigration-related overtime separately from any other overtime earned. This documentation must be submitted, along with timesheets and paystubs, with any payment request for overtime costs.
W0016	WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing travel costs associated with immigration enforcement activities. Prior to the drawdown of funds, the Participating Agency must provide a copy of their agency's travel policy.
S0017	This award contains grant funds for reimbursing travel costs associated with immigration enforcement activities. All travel reimbursements under this grant will be in accordance with State of Florida travel guidelines outlined in Section 112.06, Florida State, and Administrative Rule 69I-42.010.
S0018	This award contains grant funds for reimbursing travel costs associated with immigration enforcement activities. Each request for travel reimbursement must include a properly completed travel voucher (Form # SBIE-004) and the associated supporting documentation.
W0019	WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing allowable equipment in the award budget, as approved by the State Board of Immigration Enforcement. Prior to the drawdown of funds, the Participating Agency must provide a copy of their agency's procurement policy.
W0022	WITHHOLDING OF FUNDS: At the time of application, the most recent available annual financial audit was from year ending 2024. However, a Single Audit Certification (Form # SBIE-003) for that year is not on file. Prior to the drawdown of funds, the Participating Agency must provide a properly completed Single Audit Certification for the year ending 2024.

SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

The following terms and conditions will be binding upon the execution of the agreement between the Participating Agency and the Board. If any of the information provided in this section changes after execution of the agreement, the Board shall provide written notice of such changes to the Participating Agency through an administrative award amendment.

1. Governing Laws of the State of Florida:

This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the state.

A. Lobbying Prohibited: The Participating Agency shall comply with the provisions of s. 11.062 and s. 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

B. Independent Contractor: In performing its obligations under this agreement, the Participating Agency shall at times act in the capacity of an independent contract and not as officer, employee, or agency of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Board and the Participating Agency. Neither the Participating Agency nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Board by virtue of this agreement, unless specifically authorized in writing to do so.

C. Limitations on Advertising: The Board is prohibited from endorsing the Participating Agency as a recipient of state financial assistance. The Participating Agency shall not use the logos or emblems of the Board on any of their individual publications unless specifically authorized in writing to do so.

D. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010.

E. Civil Rights: The Participating Agency agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. s. 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, age, or marital status.

F. E-Verify: The Participating Agency agrees to comply with s. 448.095(5), F.S., requiring the Participating Agency and all third-party entities it enters into agreements with to register with and use the E-Verify system to verify employment eligibility. The Participating Agency may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining and affidavit from the third-party stating they not employ, contract with, or subcontract with unauthorized aliens. If the Participating or the Board has a good faith belief that a third-party entity is in violation of s. 448.09(1), F.S., the Participating Agency must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge the termination no later than 20 calendar days after the date on which the contract was terminated.

G. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of

Chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this condition, security background investigations shall include, but not be limited to employment history checks, fingerprinted for all purposes, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

H. Non-disclosure Agreements: The Participating Agency may not require any employee or contractor to sign and internal confidentiality agreement or statement that prohibits, restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigation or law enforcement representative or a state for federal department or agency authorized to receive such information. The Participating Agency certifies that if it is informed or notified that any contractor or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligation of these award funds to the entity and will immediately notify the Board. The Participating Agency will not resume obligations until expressly authorized to do so by the Board.

I. Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under this award will be decided by the Board, who shall provide the decision in writing to the Participating Agency. In the event, either the Participating Agency or the Board is dissatisfied with the dispute resolution decisions, jurisdiction for any dispute arising under the terms of this agreement will be in state court, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Board and the Participating Agency agree to be responsible for their own attorney fees incurred in connection with disputes arising from this agreement.

J. Prohibited Vendor Lists: The Participating Agency may not enter into an agreement with any organization names on a prohibited vendor list, pursuant to s. 287.133 – s. 287.137, F.S. In addition, if the Participating Agency is found to be included on any of these lists, the Board may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website.

    a. The “Convicted Vendors List” (s. 287.133, F.S.)
    b. The “Discriminatory Vendors List” (s. 287.134, F.S.)
    c. The “Forced Labor Vendor List” (s. 287.1346, F.S.)
    d. The “Scrutinized List of Prohibited Companies” (s. 287.135, F.S.)
    e. The “Suspended Vendors List” (s. 287.1351, F.S.)
    f. The “Antitrust Violator Vendor List”, (s. 287.137, F.S.)

2. Funding and Payment Considerations

This agreement is subject to the following funding and payment conditions.

A. Funding Requirements: Pursuant to s. 215.971(1), F.S., the Participating Agency may only expend funding under this agreement for the allowable costs identified in Section III above that were incurred between February 17, 2025, and June 30, 2026. Any balance of unspent or unobligated funds shall revert to the state upon closeout of the award. If it is determined at any point that funds were paid to the Participating Agency in excess of what should’ve been paid, the Participating Agency shall refund the overage to the Board.

B. Compensation: This is a cost-reimbursement agreement. Payments made under this agreement shall not exceed the award amount and shall only be disbursed by Board after review and acceptance of the Participating Agency's performance of allowable activities outlined in this agreement.

C. Payment Process: Subject to the provisions outlined in Section VII of this agreement, the Board agrees to pay the Participating Agency in accordance with s. 215.422, F.S.

D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the Board and the State of Florida. While enrollment is not a requirement to receive funds under this agreement, the Participating Agency may choose to enroll by submitting the required authorization form to the Department of Financial Services. More information is available at the Department of Financial Services website: https://www.myfloridacfo.com/division/aa/vendors.

E. Financial Management: The Participating Agency agrees to maintain all records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Participating Agency must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each award received from the state.

F. Expenditures: All expenditures under this award must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Department of Financial Services.

G. Taxes: The Participating Agency may use its own tax exemption when paying suppliers to fulfill contractual obligations under this award. The Participating Agency shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from this agreement, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.

H. Invoicing Requirements: The payment request submitted to the Board for reimbursement serves as the Participating Agency's invoice to the Board for reimbursement. The payment request must adhere to all provisions outlined in Section VII of this agreement and the invoicing requirements outlined in the Reference Guide for State Expenditures maintained by the Department of Financial Services.

I. Final Payment Request: If the Participating Agency fails to submit the final payment request to the Board by August 30, 2026, the Board may, at its sole discretion, consider the recipient to have forfeited any all rights to reimbursement of the final payment request under this agreement.

J. Refunds: If the Participating Agency, or its independent auditor, discover that an overpayment has been made, or that funds previously reimbursed under this award were all reimbursed by another funding source, the Participating Agency shall contact the Board immediately. In the event the Board first discovers an overpayment has been made, the Board will notify the Participating Agency in writing. The Board shall provide a Refund Request Form to the Participating Agency to be completed and mailed to the Board with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall me mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
P.O. Box 1489
Tallahassee, FL 32302-1489

If repayment is not made in a timely manner, the Board shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Board may choose to recoup the overpayment from the next reimbursement request.

K. Recoupment of Funds: If the Participating Agency's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Board or the State, the Board may recoup the costs or losses from reimbursement owed to the Participating Agency under this agreement. In the event additional costs or losses arise when no money is available under this agreement, the Participating Agency shall repay such costs to the Board in full within 30 days from the date of discovery or notification, unless the Board agrees, in writing, to an alternative timeframe.

3. Monitoring and Audit Requirements

This agreement is subject the monitoring activities and audits outlined below.

A. Monitoring: In addition to audits conducted under the Florida Single Audit Act, the Participating Agency agrees to cooperate and comply with any monitoring procedures or processes deemed appropriation by the Board. Monitoring activities may include, but is not limited to, site visits by Board staff, limited scope audits as defined by 2 CFR 200.425, or other appropriate procedures. In the event the Board determines a limited scope audit of the Participating Agency is appropriate, the Participating Agency agrees to comply with any additional instructions provided by the Board regarding such audit.

B. Chief Financial Officer and Auditor General: The Participating Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Florida's Chief Financial Officer or Auditor General.

C. Florida Single Audit Act: If the Participating Agency expends a total amount of state financial assistance equal to or more than $750,000 in a fiscal year, the Participating Agency must have a state single audit or project specific audit for such fiscal year. The audit shall be conducted in accordance with s. 215.97, F.S., Administrative Rule 69I-5, and Chapter 10.550, Rules of the Auditor General.

D. Determining State Financial Assistance Expenditures: In determining the state financial assistance expended in its fiscal year, the Participating Agency shall consider all sources of state financial assistance, including payments made from the Board and all other state agencies. State financial assistance does not include federal direct awards or federal funds passed through a state agency, which are subject to the federal audit requirements outlined in 2 CFR 200 Subpart F.

E. Elective Audits: If the Participating Agency expends less than $750,000 in total state financial assistance in a particular fiscal year, an audit Florida Single Audit is not required. However, if the Participating Agency elects to have an audit conducted in accordance with s. 215.97, F.S., the cost of the audit must be paid from the Participating Agency's own funds.

F. Annual Audit Certification: The Participating Agency shall provide a Single Audit Certification Form shall be submitted to the Board's grant manager as soon as the Participating Agency knows how much state financial assistance it expended in the fiscal year, but no later than June 30th each year.

G. Report Submission: Copies of reporting packages for audits conducted in accordance with the Florida Single Audit Act, s. 215.97, F.S., shall be submitted directly to the Auditor General at both electronically and a hard copy mailed to:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Information for filing electronically with the Auditor General is available on their website at https://floridaauditor.gov.

H. Annual Financial Reporting Requirements: The Participating Agency is required to submit their Annual Financial Report to the Department of Financial Services no later than nine months after the close of the Participating Agency's fiscal year. The Annual Financial Report shall be submitted to the Department of Financial Services through the Department's XBRL (LOGERx) system.

I. Monitoring and Audit-Specific Records Retention: The Participating Agency shall retain sufficient records demonstrating compliance with the monitoring and audit requirements outlined above for a period of five years from the date the monitoring report or audit is issued. The Participating Agency shall allow the Board, or its designee, the Florida Chief Financial Officer, or Florida Auditor General access to such records upon request. The Participating Agency shall also ensure that audit working papers are made available for a period of five years from the date the audit report was issued, unless extended in writing by the Board.

4. Mandatory Disclosures

This agreement is subject to the following disclosure and fraud-related conditions.

A. Legal Proceedings: The Participating Agency shall disclose in writing all civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.

B. Duty of Disclosure: The duty to disclose proceedings involving activities under this award applies to each officer and director of the Participating Agency, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceeding causes the Board concern about the Participating Agency's ability or willingness to perform work under this agreement, then upon the Board's request, the Participating Agency shall provide the Board all reasonable assurances that: (a) the Participating Agency will be able to perform work in accordance with the terms and conditions of this agreement; and (b) the Participating Agency and/or its employees, agents, vendors, and contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such proceeding while performing work under this agreement.

C. Notification of Instances of Fraud: Upon discovery, the Participating Agency shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Participating Agency, its employees, or an agent, vendor, or contractor, to the Board within 24 hours of discovery.

D. Conflict of Interest: The Participating Agency shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of

value from vendors/contractors under this agreement. The Participating Agency must disclose in writing any actual or potential conflict of interest to the Board. Additionally, the Participating Agency must disclose all violations of state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

E. Foreign Gifts and Contracts: The Participating Agency shall comply with any applicable disclosure requirements in s. 286.101, F.S.

5. Public Records Requirements

This agreement is subject to the following public records related conditions.

A. Public Records Law: The Participating Agency must allow public access to all documents, papers, letters, or other material, made or received by the Participating Agency in accordance with this agreement unless the public records are exempt from access pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics or means of transmission of the record. The Participating Agency shall provide copies of all requested documentation to the Board within 10 business days of the request. The Board may unilaterally terminate this agreement the Participating Agency refuses to allow public access to records as required by law.

B. Public Records Requests: All request to inspect or copy public records relating to this agreement must be made directly to Board. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the state in conjunction with this agreement is governed by Public Records Law.

C. Exemption from Public Records: If the Participating Agency has a reasonable, legal basis to assert that any portion of any public record submitted to the Board is confidential, proprietary, trade secret, or other not subject to disclosure, the Participating Agency must simultaneously provide the Board with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Participating Agency claims are confidential shall be redacted. If the Participating Agency fails to submit a redacted copy of records, such action may constitute a waiver of any claim of confidentiality.

D. Requests for Redacted Records: If the Board receives a records request for records that include those marked as confidential, the Board will provide the Participating Agency's redacted copies to the requester. If a requester asserts a right to the portions of records claimed as confidential, the Board will notify the Participating Agency that such assertation has been made. It will be the Participating Agency's responsibility to assert that the portions of records in question are exempt under public records law or other legal authority. If the Board becomes subject to a demand for discovery or disclosure of the portion of records the Participating Agency claims as confidential in a legal proceeding, the Board will give the Participating Agency prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Participating Agency shall be responsible for defending its determination of record confidentiality. No right or remedy for damages against the Board may arise from any disclosure made by the Board based on the Participating Agency's failure to promptly, legally protect its claim of exemption.

E. Records Transfer: If the Participating Agency's record retention requirements terminate prior to the requirements stated herein the Participating Agency may meet the Board's record retention

requirements by transferring its records to the Board at that time, and by destroying duplicate records in accordance with s. 501.171, F.S., and if applicable s. 119.0701, F.S. The Participating Agency shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology.

F. Applicability of Chapter 119, F.S.: If the Participating Agency has questions regarding the application of Chapter 119, F.S., and the Participating Agency's duty to provide public records relating to this agreement, the Participating Agency shall contact the Florida Department of Law Enforcement's Public Records Section at publicrecords@fdle.state.fl.us or via phone to (850) 410-7676.

6. Nonexpendable Property

This agreement is subject to the following conditions related to nonexpendable property. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible personal property of a nonconsumable nature.

A. Procurement Guidelines: The Participating Agency shall adhere to their own established procurement policy, provided the policy is documented in writing. In absence of a written procurement policy the Participating Agency shall adhere to state procurement guidelines as applicable.

B. Property Supervision and Control: Pursuant to s. 273.03, F.S., the Participating Agency is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in their custody.

C. Maintenance of Property: The Participating Agency shall be responsible for the correct use of all nonexpendable property obtained using funds provided under this agreement. The Participating Agency shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

D. Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Participating Agency. The Participating Agency shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include, at a minimum: property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

6. Subcontracts

Unless expressly approved in Section III of this agreement, or through the formal amendment process, the Participating Agency may not (1) subcontract any of the funds provided under this award to a third-party; (2) contract any of its duties or responsibilities under this award out to a third-party; or (3) assign any of the Participating Agency's rights or responsibilities herein, unless specifically permitted by law to do so. If this award includes approval in Section III to issue subcontracts, the following conditions apply:

A. Participating Agency Responsibilities: The Participating Agency agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If Section III contains express approval to subcontract any of the work performed under this agreement it is understood by the Participating Agency that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Participating Agency agrees that all subcontractors performing work under this award shall be properly trained individuals who meet or exceed any specified training

qualifications. The Participating Agency further agrees that the Board shall not be liable to the contractor for all expenses and liabilities incurred under the contract and that the Participating Agency shall be solely liable to the contractor for all expenses and liabilities under the agreement between the Participating Agency and the third-party. If necessary, the Participating Agency, at its own expense, shall defend the Board against such claims.

B. Subcontractor Responsibilities: Subcontractors of state financial assistance are obligated to comply with the requirements outlined in this agreement for monitoring, auditing, records retention, and financial reporting.

C. Subcontractor Agreements: Agreements with subcontractors performing work under this award shall include, or be amended to include:

    a. A scope of work that clearly establishes the tasks and activities the subcontractor will perform.
    b. Specific deliverables related to the scope of work.
    c. The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.
    d. The financial consequences that will apply if the minimum level of service is not attained.
    e. The financial consequences that will apply if the subcontractor fails to perform in accordance with the contract.
    f. Details on the rate of payment and how payments will be made by the Participating Agency to the subcontractor.

D. Required Documentation: The Participating Agency shall provide the Board copies of all subcontracts executed with entities performing work under this award and a completed DFS-A2-NS Form (Recipient/Subrecipient vs. Vendor Determination) with each subcontract. This form is required by the Florida Department of Financial Services and is used to determine the nature of the relationship with the third-party and if the Florida Single Audit Act requirements apply.

E. Subcontractor Invoices: Invoices submitted by a subcontractor must clearly identify the dates of service (the invoice period), a description of specific deliverables provided during the invoice period, the quantity of services provided (hours or units), and the associated payment amount specified in the agreement between the Participating Agency and the subcontractor.

7. Indemnification

This agreement is subject to the following indemnification related conditions.

A. Limitations of Liability: The Participating Agency shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State of Florida and the Board, and their officers, agents, and employees from lawsuits, actions, damages, and costs of every name and description arising from or relating to personal injury or damage to real or personal tangible property alleged to be cause in whole or in part by the Recipient, its agents, employees, partners, or subcontractors. The Participating Agency shall not indemnify for that portion of any loss or damages proximately cause by the negligent act or omission of the State of Florida or the Board. Further the Participating Agency shall fully indemnify, defend, and hold harmless the State of Florida and the Board from any suits, actions, damages, and costs of every name and description including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right property. However, this obligation shall not apply to the Board's misuse or modification of the Participating Agency's products or the Board's operation or use of the Participating Agency's products in a

manner not consistent with this agreement. If any product is the subject of an infringement suit, or in the Participating Agency's opinion is likely to become subject to such suit, the Participating Agency may at its sole expenses procure for the Board the right to continue using the product or to modify it to become non-infringing. If the Participating Agency is not reasonably able to modify or otherwise secure the Board the right to continue using the product, the Participating Agency shall remove the product and refund the Board the amounts paid in excess of a reasonable rental rate for past use. The Board will not be liable for any royalties. The Participating Agency's obligations under this condition with respect to any legal action are contingent upon the State of Florida or the Board giving the Participating Agency: (a) written notice any action or threatened action; (b) the opportunity to take over and settle or defend such action at the Participating Agency's sole expense; and (c) assistance in defending the action at the Participating Agency's sole expense. The Participating Agency shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Board in any legal action without the Participating Agency's prior consent, which shall not be unreasonably withheld.

B. Sovereign Immunity: Nothing in this agreement shall be construed to affect in any way the Participating Agency's rights, privileges, and immunities under the doctrine of sovereign immunity as set forth in s. 768.28, F.S.

8. Termination and Force Majeure

This agreement is subject to the following termination related conditions.

A. Corrective Action: The Board will notify the Participating Agency in writing if corrective action is required for any area of noncompliance, nonperformance, or unacceptable performance of work under this agreement. Failure to implement the necessary corrective action, or improve performance of work, in accordance with the corrective action plan may result in termination of the agreement.

B. Termination for Cause: The Board may, at its sole discretion and upon providing written notice to the Participating Agency, terminate the agreement if the Participating Agency fails to: (a) satisfactorily complete the deliverables within the project period of the agreement; (b) maintain adequate progress, thus endangering performance of the agreement; (c) honor any term or condition of the agreement; or (d) abide by any statutory, regulatory, or other requirement of the agreement.

C. Termination for Lack of Funds: If funding for this agreement is withdrawn or redirected by the Legislature, the Board shall provide written notice to the Participating Agency at the earliest possible time. The lack of funds shall not constitute a default by the Board or the State of Florida.

D. Termination for Convenience: The Board may terminate this agreement, in whole or in part, by providing written notice to the Participating Agency that it is in the Board's or State of Florida's best interest to do so. The Participating Agency shall not provide any deliverable outlined in Section II after it receives the Board's notice of termination, except as the Board specifically instructs the Participating Agency in writing. The Participating Agency is not entitled to recover any cancellation charges or lost profits.

E. Participating Agency's Responsibilities Upon Termination: If the Board issues a notice of termination to the Participating Agency, except as otherwise specified by the Board in that notice, the Participating Agency shall: (a) stop work under this agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Board does not terminate (if any); (c) take such action as may be necessary, or as the Board may specify, to protect

and preserve any property which is in the possession of the Participating Agency and in which the Board has or may acquire an interest; and (d) transfer, assign, or make available to the Board all property and materials belonging to the Board upon the effective date of the termination of this agreement. No extra compensation will be paid to the Participating Agency for its services in connection with such transfer or assignment.

F. Severability: If any provision of this agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or not otherwise unenforceable, and all other provisions remain in full force and effect.

G. Survival: Any right or obligation of the Board or the Participating Agencies in this agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this agreement, will survive any such termination or expiration.

H. Force Majeure: Neither the Board nor the Participating Agency shall be liable to the other for any delay or failure to perform under this agreement if such delay or failure is neither the fault nor cause by the negligence of either party (including their employees or agents) and the delay is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond either parties control. This extends to contractors and suppliers if no alternate source of supply is available. However, in the event a delay arises from one of the foregoing causes, the Board or the Participating Agency shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the performance of activities under this agreement.

I. Notice of Delay from Force Majeure: In the case of any delay the Participating agency believes is excusable under the condition above, the Participating Agency shall notify the Board in writing of the delay or potential delay and the cause of the delay within 10 calendar days after the cause that creates or will create (in the case of predictability) the delay arose. The foregoing shall constitute the Participating Agency's sole remedy or excuse with respect to the delay. The Board, at its sole discretion, will determine if the delay is excusable under this section and will notify the Participating Agency of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Board. The Participating Agency will not be entitled to an increase in the award amount or payment of any kind from the Board for any reason. If performance is suspended or delayed, in whole or in part, due to one of the force majeure causes, after the causes have ceased to exist, the Participating agency shall resume performance unless the Board determines, at its sole discretion, that the delay will significantly impair the ability of the Participating Agency to timely complete its obligations under this agreement. In that case, the Board may terminate the agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under this agreement to the Board.

SECTION XI: SIGNATURES

In witness whereof, the Board and Participating Agency affirm they each have ready and agree to the conditions set forth in Section IX and Section X of this agreement, have read and understand the agreement in its entirety, and have executive this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: IG038 **Award Amount:** $67,486.24

Participating Agency
City of Miami Springs Police Department

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Participating Agency Chief Official

Signature: _____ Date: _____

Typed Name and Title: Matthew Castillo, Chief of Police

***** If using a designee, sign the Chief Official Designee section below*****

Participating Agency Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Participating Agency Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

State Board of Immigration Enforcement

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: _____ Date: _____

Printed Name and Title: Felicia Pinnock, Senior Management Analyst Supervisor

City of Miami Springs

Office of the City Manager

Memorandum

TO: The Honorable Mayor and
Members of the City Council

FROM: J.C. Jimenez
City Manager

DATE: November 4, 2025

SUBJECT: Proposed 2026 Legislative Agenda for the Upcoming Session in Tallahassee

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Introduction
As we prepare for the upcoming legislative session in Tallahassee, I am pleased to present the City's proposed Legislative Agenda. This agenda outlines the City of Miami Springs' key funding priorities designed to enhance public safety, support our senior residents, and improve vital infrastructure. I respectfully request your review and approval as we move forward with our legislative advocacy efforts.

Priority Projects for State Funding

1. **LSP (Senior Meals Program) – $750,000**
   Supporting our senior population remains one of the City's top priorities. The requested funding will strengthen the LSP Senior Meals Program by providing nutritious meals to seniors and addressing food insecurity among our elderly residents. This investment will help improve quality of life, promote health, and ensure that our most vulnerable residents continue receiving essential daily support.

2. **Miami Springs Police Department Technology Upgrade – $1,500,000**
   The primary objective of this initiative is to upgrade the City of Miami Springs' technology infrastructure, with a particular emphasis on strengthening our public safety communication systems. The Police Department's current radios have reached end-of-life, are no longer manufactured, and lack ongoing support. This creates significant risks to reliable communication and poses a direct safety hazard to officers in the field. This project entails the acquisition of upgraded radios designed to significantly enhance real-time communication and coordination among first responders. The necessity for this investment is rooted in the critical need for reliable, uninterrupted, and efficient communication—especially during emergencies where the rapid and accurate dissemination of information is paramount.

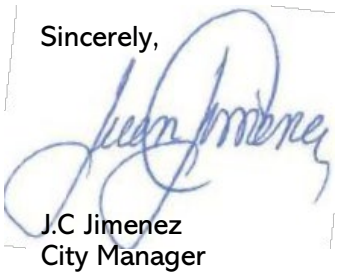
3. **Westward Drive Roadway Safety Improvements – $2,500,000**
   This project consists of roadway improvements along the Westward Drive corridor from Miami Springs Circle to Hammond Drive. The objective is to accommodate pedestrian, bicycle, and vehicular activity while addressing public safety concerns. Proposed construction will include roadway resurfacing, re-striping to ensure safer roads, optimizing traffic flow, reducing congestion, and improving overall safety and transportation efficiency. Additional enhancements will include new signage, benches, and expanded pedestrian safety features such as crosswalks and sidewalks. The project budget also includes the cost of engineering, CEI services, architectural design, permitting, construction management, and cost estimating.

Next Steps
With Council approval, the City will coordinate with our legislative delegation, state agencies, and advocacy partners to advance these funding priorities. Our goal is to secure the necessary appropriations to move these projects forward and deliver tangible benefits for our community.

In addition to advancing our priority funding requests, staff and our legislative team will continue to closely monitor proposed legislation that could diminish Home Rule authority or negatively impact the City of Miami Springs. We remain committed to protecting the City's ability to govern locally and ensure that decisions affecting our residents reflect the values and priorities of our community.

Conclusion
Thank you for your continued leadership and support. These projects reflect our shared commitment to public safety, community well-being, and responsible growth. I look forward to discussing this agenda further and answering any questions you may have.

Sincerely,



J.C Jimenez
City Manager

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ESTABLISHING THE CITY'S 2026 LEGISLATIVE PRIORITIES AND STATE APPROPRIATION REQUESTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") Council desires to establish the legislative policies and appropriation requests set forth in Exhibit "A" attached hereto as the City's 2026 legislative priorities; and

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

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

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

Section 2. Establishing Legislative Priorities. That the City Council hereby establishes the legislative policies and appropriation requests set forth in Exhibit "A" attached hereto as the City's 2026 legislative priorities.

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

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

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

PASSED AND ADOPTED this 10th day of November, 2025.

_____
Dr. Walter Fajet
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

EXHIBIT A

CITY OF MIAMI SPRINGS' 2026 LEGISLATIVE PRIORITIES AND APPROPRIATION REQUESTS

The following policies and appropriations are established as the City of Miami Springs' 2026 Legislative Priorities:

POLICIES

1. The City supports the broad exercise of home rule powers granted to municipalities under the Florida Constitution and supports consistency in the Legislature with the provisions of Section 166.021, Florida Statutes.

2. The City supports amending Chapter 125, Florida Statutes, to require a fair and proportional distribution of funding generated through the Tourist Development Tax, also known as the "Bed Tax," to municipalities for the purpose of promoting, enhancing, and addressing the growing needs created by tourism.

APPROPRIATIONS

1. **LSP (Senior Meals Program) – $750,000**
   Supporting our senior population remains one of the City's top priorities. The requested funding will strengthen the LSP Senior Meals Program by providing nutritious meals to seniors and addressing food insecurity among our elderly residents. This investment will help improve quality of life, promote health, and ensure that our most vulnerable residents continue receiving essential daily support.

2. **Miami Springs Police Department Technology Upgrade – $1,500,000**
   The primary objective of this initiative is to upgrade the City of Miami Springs' technology infrastructure, with a particular emphasis on strengthening our public safety communication systems. The Police Department's current radios have reached end-of-life, are no longer manufactured, and lack ongoing support. This creates significant risks to reliable communication and poses a direct safety hazard to officers in the field. This project entails the acquisition of upgraded radios designed to significantly enhance real-time communication and coordination among first responders. The necessity for this investment is rooted in the critical need for reliable, uninterrupted, and efficient communication—especially during emergencies where the rapid and accurate dissemination of information is paramount.

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   This project consists of roadway improvements along the Westward Drive corridor from Miami Springs Circle to Hammond Drive. The objective is to accommodate pedestrian, bicycle, and vehicular activity while addressing public safety concerns. Proposed construction will include roadway resurfacing, re-striping to ensure safer roads, optimizing traffic flow, reducing congestion, and improving overall safety and transportation efficiency. Additional enhancements will include new signage, benches, and expanded pedestrian safety features such as crosswalks and sidewalks. The project budget also includes the cost of engineering, CEI services, architectural design, permitting, construction management, and cost estimating.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RATIFYING A FISCAL SPONSORSHIP AGREEMENT WITH CURTISS MANSION, INC. FOR FISCAL SPONSORSHIP SERVICES RELATING TO THE MIAMI SPRINGS CENTENNIAL CELEBRATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") was incorporated on August 23, 1926, by Glenn Hammond Curtiss and James Bright and is one of the oldest and most historic municipalities within Miami-Dade County; and

WHEREAS, the City is set to celebrate its centennial on August 23, 2026; and

WHEREAS, in 2022, the City Council adopted Resolution No. 2022-4037, establishing an advisory committee known as the Centennial Committee to develop a vision for the City's centennial celebration, which vision may address potential activities, events, decorations, promotions, themes, and other preparations for the City's centennial; and

WHEREAS, the City has entered into an Agreement with Productiv Elements, LLC for campaign fundraising consulting services to assist the City in design and execute a focused fundraising campaign that secures the full budget for the City's Centennial Celebration event; and

WHEREAS, the City is in need of a fiscal sponsor for the purpose of soliciting and receiving gifts, contributions, and other revenues and distributing such funds to the City, subject to the fiscal sponsor's oversight to support the Centennial Celebration (the "Services"); and

WHEREAS, the Curtiss Mansion, Inc. (the "Sponsor") has an Internal Revenue Service (IRS) determination letter of qualification under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, is classified as a public charity under Code Sections 509(a)(1) and 170(b)(1)(A)(vi), and is therefore qualified to provide the Services; and

WHEREAS, the City Council desires to ratify the execution of the fiscal sponsorship agreement (the "Agreement") with the Sponsor attached hereto as Exhibit "A" for the Services; and

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

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

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

Section 2. Approval. That the City Council hereby approves the Agreement with the Sponsor for the Services attached hereto as Exhibit "A".

Section 3. Implementation. The City Manager is authorized to take all actions necessary to implement the purposes of the Agreement and this Resolution, including the execution of any required or related documents, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

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

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

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

PASSED AND ADOPTED this 8th day of September, 2025.

_____
DR. WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

FISCAL SPONSORSHIP AGREEMENT

This **FISCAL SPONSORSHIP AGREEMENT** (this "Agreement") is made effective as of this _ day of _____, 2025 (the "Effective Date"), by and between the **CITY OF MIAMI SPRINGS, FLORIDA,** a Florida municipal corporation, (the "City") and **CURTISS MANSION, INC.**, a Florida not-for-profit corporation ("Sponsor").

RECITALS

WHEREAS, the City of Miami Springs (the "City") was incorporated on August 23, 1926, by Glenn Hammond Curtiss and James Bright and is one of the oldest and most historic municipalities within Miami-Dade County; and

WHEREAS, the City is set to celebrate its centennial on August 23, 2026, and has begun planning events, decorations, promotions, and other activities for the City's Centennial Celebration (the "Sponsored Program"); and

WHEREAS, the City has undertaken a fundraising campaign to secure funds to cover the costs of the activities, events, decorations, promotions, themes, and other preparations for the Sponsored Program; and

WHEREAS, Sponsor has an Internal Revenue Service ("IRS") determination letter of qualification under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is classified as a public charity under Code Sections 509(a)(1) and 170(b)(1)(A)(vi); and

WHEREAS, the City desires to have Sponsor act as its fiscal sponsor for the purpose of soliciting and receiving gifts, contributions and other revenues (collectively, the "Donations", individually, a "Donation") and distributing such funds to the City, subject to Sponsor's oversight, to be used exclusively in support of the Sponsored Program (the "Services," as further defined herein); and

WHEREAS, Sponsor's Board of Directors has determined that the Sponsored Program furthers Sponsor's charitable goals and tax-exempt purposes and has authorized the Sponsor to enter into this Agreement with the City whereby Sponsor will provide the Services in support of the Sponsored Program, in accordance with the terms and conditions of this Agreement; and

WHEREAS, on November 10, 2025, the City Council adopted Resolution No. 2025-_____, approving this Agreement with the Sponsor for the provision of the Services; and

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

1. **Scope of Services - Fiscal Sponsorship.** The Sponsor shall provide the Services in accordance with the Scope of Services attached hereto as Exhibit "A" and as follows:

   1.1. **Sponsored Program Activities.** The City Manager or his or her designee shall act as the principal coordinator of the Sponsored Program. The preliminary list of budgeted items to

be funded as part of the Sponsored Program is attached hereto as Exhibit "B" hereto, which budget may be amended from time to time by the City to support the Sponsored Program. The Sponsor shall retain oversight authority to ensure that the funds disbursed to the City in support of the Sponsored Program are used for their intended charitable purposes.

1.2. **Receipt and Disbursement of Funds; Variance Power.** In connection with its sponsorship of the City's Sponsored Program, the Sponsor agrees to facilitate the disbursement of donations that are designated as made in support of the Sponsored Program ("Sponsored Program Funds") at the City's request. Sponsor shall ensure the Sponsored Program Funds to the City, are in furtherance of the Sponsored Program (less any administrative charge(s) set out below). Upon request by the City, Sponsor shall confirm the disbursement of the Sponsored Program Funds to the City, assuming sufficient funds are available; provided, however, that in order to receive further disbursements the City must be in compliance with all of its obligations under this Agreement, including specifically the reporting requirements set forth in Section 5 hereto, and further provided that the date and amount of each disbursement of Sponsored Program Funds shall be within the discretion, control or direction of Sponsor. The City assumes the risk that any funding source may exercise its discretion not to donate or not to appropriate funds to Sponsor or City for the support of the Sponsored Program. The parties intend that this Agreement be interpreted to provide Sponsor with variance powers necessary to enable Sponsor to treat the Sponsored Program Funds as Sponsor's assets while this Agreement is in effect. Sponsor, in its sole discretion, shall have the right to withhold, withdraw, or demand the immediate return of any Sponsored Program Funds if, in Sponsor's reasonable judgment, the City materially breaches this Agreement or cannot accomplish the purposes of the Sponsored Program. Sponsor retains the right, in its sole discretion, to redirect the Sponsored Program Funds to a different charitable purpose or beneficiary if the purpose of the Sponsored Program becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served by Sponsor.

1.3. **Substantiation of Charitable Donations.** Sponsor agrees that all Sponsored Program Funds will be reported for federal tax purposes as contributions to Sponsor and further agrees to acknowledge receipt of such Sponsored Program Funds in writing to donors, as required under federal tax law, and to furnish evidence of Sponsor's status as an organization qualified under Section 501(c)(3) of the Code to donors on request.

2. Compensation and Payment - Administrative Charges. Sponsor will retain an administrative charge to cover the costs associated with its management of the Sponsored Program Funds and other administrative expenses associated with this Agreement in the amount of 5% of the gross amount of the Sponsored Program Funds received by Sponsor or directed to the City.

3. Review by Sponsor. Sponsor and its representatives shall be given full access to the books, records, and senior management and financial personnel of the City with respect to the Sponsored Program as Sponsor may reasonably request. Sponsor may, at its own expense, conduct an independent financial audit and/or program audit of the City's books and

records in relation to the charitable activities for which Sponsor has disbursed Sponsored Program Funds.

4. Financial Accounting and Reporting. Sponsor and the City shall maintain books and financial records for the Sponsored Program in accordance with generally accepted accounting principles, shall retain records as long as required by law, and shall make records available to auditors as required by law. The City will reflect the activities of the Sponsored Program, to the extent required, on its financial reports. All disbursements from the Sponsored Program Funds shall be made payable to the City. The Sponsor shall provide

5. City Reporting Requirements.

5.1. **Reports to Sponsor.** The City shall submit full and complete quarterly reports to Sponsor on the progress of the Sponsored Program. Such reports shall be due within thirty (30) days of the end of each calendar quarter, for so long as this Agreement remains in effect. Such reports shall describe the City's use of the Sponsored Program Funds, compliance with the terms of all grants, and the progress made by the City in accomplishing the purposes of the Sponsored Program.

5.2. **Reports to Funding Sources.** The City will provide all information and prepare all reports, including interim and final reports, required by Sponsor to satisfy any funding sources, subject to Sponsor's final review and approval.

6. Restrictions on Use of Sponsored Program Funds.

a. **Tax-Exempt Purposes.** The City shall use the funds it receives from Sponsor solely for purposes of the Sponsored Program and shall not use such funds in any way that will jeopardize the tax-exempt status of Sponsor. The City agrees to comply with any written request by Sponsor to cease activities that, in Sponsor's reasonable judgment, might jeopardize the tax-exempt status of Sponsor, and further agrees that Sponsor's obligation to make funds available to the City is suspended in the event that it fails to comply with any such request.

b. **Prohibited Activities.** No portion of the Sponsored Program Funds shall be used in any attempt to influence legislation. No portion of the Sponsored Program Funds shall be used to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, induce or encourage violations of law or public policy, cause private inurement or improper private benefit to occur, support terrorist activities, terrorist organizations or individuals who engage in or support terrorist activities, or take any other action inconsistent with qualification under Section 501(c)(3) of the Code.

c. **Relationship of the Parties.** Nothing in this Agreement shall constitute the naming of either party hereto as an agent or legal representative of the other party for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, employment, partnership, or joint venture between the parties hereto and the City shall make no such representation to anyone. It is the intention of

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the parties that all employees, contractors, and advisors for the City will be employed or engaged directly by the City and not by Sponsor.

d. **Fundraising.** The City shall notify Sponsor if it intends to engage a commercial fundraiser to solicit charitable contributions from the public in support of the Sponsored Program. All solicitations for the Sponsored Program shall be made in Sponsor's name. All solicitation materials that use the name of Sponsor or its affiliates, including both written solicitation materials and scripts for oral solicitation communications, shall be subject to Sponsor's approval, which approval shall not be unreasonably withheld. The City shall comply with all laws and regulations concerning the solicitation of charitable contributions. All original letters of inquiry and grant proposals that use the name of Sponsor or any of its affiliates shall be subject to Sponsor's reasonable approval and shall be signed by an authorized representative of Sponsor. All grant agreements, pledges, or other commitments with funding sources to support the Sponsored Program shall be subject to the Sponsor's reasonable approval and shall be executed by Sponsor. The cost of any reports or other compliance measures required by such funding sources shall be borne by the City.

e. **Publicity.** Any and all use of Sponsor's name in media communications and fundraising materials with respect to the Sponsored Program shall be subject to Sponsor's prior review and approval, which shall not be unreasonably withheld. The City shall provide Sponsor with reasonable advance notice with respect to any proposed use of Sponsor's name in order to allow for such prior review.

7. Term. This Agreement shall be from the Effective Date through December 31, 2026, unless earlier terminated in accordance with Section 8 herein.

8. Termination.

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

8.2. Upon receipt of the City's written notice of termination, Sponsor shall immediately stop providing the Services unless directed otherwise by the City Manager.

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

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

9. Disposition of Sponsored Program Funds in Termination. Upon completion of this Agreement or in the event of termination by either party, the Sponsor shall transfer and/or allocate the balance of any Sponsored Program Funds, net of any liabilities that Sponsor has

incurred in connection with the Sponsored Program, in accordance with the following order of priority:

9.1. Any remaining Sponsored Program programming.

9.2. For the implementation of the Glenn Curtiss Memorial Statue and the grand opening of such project.

9.3. For educational programming or other charitable purposes that are consistent with the Sponsored Program's intent, provided such transfers and allocations are made in a manner consistent with applicable tax and charitable trust laws.

10. Sponsor's Responsibilities; Representations and Warranties.

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

10.2. The Sponsor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Sponsor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

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

10.4. The Sponsor acknowledges and represents that it shall maintain in good standing all required licenses, certifications, permits, and other approvals necessary to serve as the sponsor of the Sponsored Program pursuant to this Agreement, including the 501(c)(3) Tax-Exempt Status, the Florida Consumer's Certificate of Exemption (DR-5), and registration with the Florida Department of Agriculture and Consumer Services necessary to solicitation activities.

11. Indemnification.

11.1. Sponsor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Sponsor's performance or non-performance

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of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Sponsor and third parties made pursuant to this Agreement. Sponsor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Sponsor's performance or non-performance of this Agreement.

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

11.3. The provisions of this section shall survive termination of this Agreement.

12. Insurance.

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

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

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

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

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

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

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

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

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

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

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

12.5. The provisions of this section shall survive termination of this Agreement.

13. <u>Ownership and Access to Records and Audits</u>.

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

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

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

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

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

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

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

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

14. Miscellaneous Provisions.

14.1. **Entire Agreement/Modification/Amendment.**

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

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

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

14.3. **Severability.** Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.

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

14.5. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

SIGNATURE PAGE AND STATE REQUIRED AFFIDAVITS FOLLOW.]

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

CITY OF MIAMI SPRINGS

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

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

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

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

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

CURTISS MANSION, INC.

By: _____
Name: Richard Wheeler
Title: President

Addresses for Notice:
Curtiss Mansion, Inc.
c/o Richard Wheeler, President
33 Pinecrest Drive
Miami Springs, FL 33166
954-972-0123
RLWheeler@fltpkservices.com

With a copy to:
Curtiss Mansion, Inc.
Attn: Debbie Luz Villasmil, Registered Agent
500 Deer Run
Miami Springs, FL 33166
_____(telephone)
_____(email)

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E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

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AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

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

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

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

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

_____ _____
Witness #1 Print Name: _____ Print Name: _____
Title: _____
_____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

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

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

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

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

In the presence of:

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

_____ _____
Witness #1 Print Name: _____ Print Name: _____
Title: _____
_____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

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EXHIBIT A

SCOPE OF SERVICES

1. **Role Overview**

   The Curtiss Mansion, Inc. ("CMI") shall serve as the fiscal sponsor for the City of Miami Spring (the "City") Centennial Celebration (the "Sponsored Program"), providing fiduciary oversight, financial management, donor compliance, and reporting. All contributions are processed through a restricted account dedicated exclusively to the Sponsored Program. The City Manager shall act as the representative and contact person in all communications and other dealings with CMI.

2. **Key Deliverables**

   A. **Fund Management & Reporting.** CMI shall maintain a restricted fund for the City; process and record all donations for the City, ensure the creation and distribution of full transparency and monthly reconciliation reports to the City and the Centennial Committee.

   B. **Online Donation System Oversight.** CMI shall manage and monitor the secure online payment portal for donations, and ensure funds flow directly into the restricted campaign account and donor data is protected and tracked for acknowledgment and reporting.

   C. **Donor Agreements.** CMI

   D. **Donor Receipting & Compliance.** CMI shall issue IRS-compliant donation receipts; maintain complete donor records; and ensure no exchange of goods/services violates charitable contribution rules.

   E. **Disbursement & Reimbursement Protocol.** CMI shall transfer funds to the City based on documented expenses. The City and SMI shall also agree on a method of transferring funds based on scheduled cash gates (e.g., 50%, 75%, 100%) or quarterly intervals to ensure compliance and clean audit trails.

   F. **Audit Readiness & Recordkeeping.** CMI shall maintain documentation of all financial transactions, acknowledgments, and reconciliations and ensure all records remain audit-ready and retained for seven years.

   G. **Coordination & Communication.** CMI shall coordinate acknowledgment language, financial reports, and public donor recognition with the Centennial Committee and City representatives.

   H. **Post-Campaign Close-Out.** Deliver a final reconciliation report summarizing total funds raised, disbursed, and recognized, along with final donor acknowledgments and surplus handling.

   I. **Good Standing Requirement.** This Fiscal Sponsorship Agreement is subject to the condition that CMI, as of the date of transfer, is classified as being in good standing by the Internal Revenue Service as an organization (i) described in Section 501(c)(3) of the Code and (ii) which is not a private foundation as defined in Section 509(a) of the Code.

   J. **Modification of Restriction.** The Board of Directors of CMI shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purpose relating to the Sponsored Program or to specified organizations if, in the sole judgment of the CMI, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable purposes set forth herein.

EXHIBIT B

SPONSORED PROGRAM BUDGET