City of West Miami

901 SW 62nd AVE
West Miami, FL 33144
cityofwestmiami.gov

AGENDA

REGULAR CITY COMMISSION MEETING

WEDNESDAY, AUGUST 12, 2026
6:00 PM

City Hall, Commission Chambers
901 SW 62 AVE, 2nd Floor
West Miami, FL 33144

CITY COMMISSION

Mayor Eric Diaz-Padron
Vice-Mayor Ivan Chavez, Jr.
Commissioner Juan M Blanes
Commissioner Gustavo J Ceballos
Commissioner Victoria De La Torre Gans

City Manager Edward Silva
City Attorney Dexter W. Lehtinen
City Clerk Annery Gonzalez

1. **INVOCATION**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **PRESENTATION OF MINUTES FOR APPROVAL**

A) July 15, 2026 Regular Commission Meeting

5. **PUBLIC COMMENTS**

6. **REPORT OF THE CITY MANAGER**

A) Budget Workshop Presentation for Fiscal Year 2026-2027

7. **REPORT OF THE CITY ATTORNEY**

8. **REPORT OF THE CITY ENGINEER**

9. **COMMITTEE REPORTS**

10. **UNFINISHED BUSINESS**

A) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AUTHORIZING THE CITY MANAGER TO ACCEPT A MITIGATION OFFER IN THE AMOUNT OF $_____ FOR CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS AT THE PROPERTY LOCATED AT 6437 SW 16 STREET, WEST MIAMI, FLORIDA; PROVIDING CONDITIONS FOR COMPLIANCE; PROVIDING THAT FAILURE TO COMPLY WILL RESULT IN REINSTATEMENT OF THE ORIGINAL LIEN AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

Property Information 6437 SW 16 ST.pdf
CE Liens 6437 SW 16 ST.pdf
RESOLUTION # 2026- LIEN MITIGATION 6437 SW 16 ST.doc

11. **NEW BUSINESS AGENDA ITEMS**

A) Second Reading; Public Hearing:
AN ORDINANCE OF THE CITY OF WEST MIAMI, FLORIDA, APPROVING A WAIVER OF PLAT FOR THE PROPERTY LOCATED AT 6051 SW 15 STREET, WEST MIAMI, FLORIDA, TO ALLOW THE SUBDIVISION OF ONE (1) EXISTING PARCEL INTO TWO (2) SEPARATE SINGLE-FAMILY RESIDENTIAL LOTS; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE # 2026- WAIVER OF PLAT 6051 SW 15 ST - Revised.docx
Business Impact Estimate-Waiver of Plat 6051SW15ST Ord.docx

B) Second Reading; Public Hearing:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AMENDING CHAPTER 5, ARTICLE IX OF THE CODE OF ORDINANCES RELATING TO CERTIFICATES OF USE; REPEALING AND REPLACING ORDINANCE NO. 93-04; ESTABLISHING DEFINITIONS; UPDATING CERTIFICATE OF USE APPLICATION, ISSUANCE, INSPECTION, RENEWAL, ENFORCEMENT, AND APPEAL PROCEDURES; REVISING CERTIFICATE OF USE AND RESIDENTIAL ACCESSORY USE CERTIFICATE FEES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

Business Impact Estimate - Cert of Use Schedule Ordinance.docx
2026-XX CERTIFICATE OF USE ORDINANCE (1st Reading).docx
2026-XX CU ORDINANCE (1st Reading) Agenda Packet.pdf

C) Second Reading; Public Hearing:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, CREATING REGULATIONS FOR MOBILE FOOD SERVICE VENDORS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING PERMIT REQUIREMENTS AND FEES; PROVIDING FOR REGULATIONS FOR MOBILE FOOD SERVICE VENDORS; ESTABLISHING CLASSIFICATION OF VEHICLE TYPES; REGULATING SAFETY, OPERATIONAL STANDARDS, DOCUMENTATION, LOCATION, HOURS; AND ENFORCEMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

Business Impact Estimate - Food Trucks Ordinance.docx
Mobile Food Service Vehicle (City Commission Packet).pdf
West Miami Food Truck COMM MTG-Revised.pptx

D) First Reading:

AN ORDINANCE OF THE CITY OF WEST MIAMI, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST MIAMI TO ESTABLISH THE CITY OF WEST MIAMI MASTER FEE SCHEDULE AS THE CONTROLLING SOURCE FOR CITY-IMPOSED RATES, FEES, CHARGES, DEPOSITS, PERMIT FEES, LICENSE FEES, REGISTRATION FEES, INSPECTION FEES, SERVICE FEES, UTILITY CHARGES, AND OTHER COST-RECOVERY AMOUNTS; AMENDING SPECIFIC CODE SECTIONS RELATING TO WATER, SEWER, GARBAGE AND TRASH, STORMWATER, PARKS AND RECREATION, BUILDING, ZONING, PERMITS, LICENSING, AND ADMINISTRATIVE SERVICE CHARGES TO REMOVE SPECIFIC DOLLAR AMOUNTS AND REPLACE SUCH AMOUNTS WITH A REFERENCE TO THE CITY OF WEST MIAMI MASTER FEE SCHEDULE; PROVIDING THAT THE MASTER FEE SCHEDULE MAY BE ADOPTED AND REVISED FROM TIME TO TIME; AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO RECOMMEND AND ADMINISTER UPDATES TO THE MASTER FEE SCHEDULE TO ENSURE COST RECOVERY FOR CITY SERVICES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Business Impact Estimate - Master Fee Schedule Ordinance.docx
ORDINANCE # 2026- MASTER FEE SCHEDULE.docx

E) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH SAGE INTACCT, INC. FOR FINANCIAL SOFTWARE SERVICES FOR A THREE-YEAR PERIOD AT A FIRST-YEAR COST OF FORTY-EIGHT THOUSAND DOLLARS ($48,000.00), WITH THE ANNUAL COST IN THE SECOND AND THIRD YEARS SUBJECT TO INCREASE BY NO MORE THAN SEVEN PERCENT (7%) PER YEAR; PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION # 2026-XX SAGE INTACCT RENEWAL AGREEMENT.docx
City of West Miami Renewal Quote 2026.pdf

F) A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, ESTABLISHING THE CITY OF WEST MIAMI AUDITOR SELECTION COMMITTEE IN ACCORDANCE WITH SECTION 218.391, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2026-XXX Audit Selection Committee .docx

G) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, RETROACTIVELY, TO JULY 28, 2026, APPROVING THE EXECUTION OF THE 1ST AMENDMENT TO THE URBAN QUALIFICATION COOPERATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF WEST MIAMI AMENDING THE FY 2023-2026 AGREEMENT; THIS AMENDMENT ALLOWS THE CITY DURING FY 2027-2029 TO RECEIVE AN ALLOCATION UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), AND THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME); AND ELIGIBLE TO APPLY FOR THE EMERGENCY SOLUTIONS GRANT (ESG), WHICH ARE FEDERAL ASSISTANCE PROGRAMS ADMINISTERED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), PROVIDED THAT THE CITY MEETS THE ELIGIBILITY CRITERIA DEFINED UNDER EACH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

MEMO_FINAL - CDBG 2027-2029 Cycle_Retroactively.pdf
Att A_City Letter for Participation.pdf
Att B_1st Amendment Urban County-Signed.pdf Att C_CPD-26-08.pdf
RESOLU~1.PDF

H) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA; RELATING TO GRANTS; APPROVING THE AGREEMENT BETWEEN THE CITY OF WEST MIAMI AND MIAMI-DADE COUNTY THROUGH ITS PARKS, RECREATION AND OPEN SPACES DEPARTMENT'S GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MATCHING GRANT PROGRAM; ACCEPTING THE GRANT AMOUNT OF THIRTY-THREE THOUSAND, FIVE-HUNDRED AND FIFTY-FIVE ($33,555) DOLLARS TO PLANT TREES THROUGHOUT THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND OTHER RELATED DOCUMENTS TO COMPLETE THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

RESOME~1.DOC
ATTA_W~1.PDF
ATTA_W~1.PDF
RESOLUTION# 2026- NEAT STREETS MATCHING GRANT.docx

I) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AUTHORIZING THE CITY MANAGER TO ACCEPT A MITIGATION OFFER IN THE AMOUNT OF $_____ FOR CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS AT THE PROPERTY LOCATED AT 1025 SYLVANIA BLVD., WEST MIAMI, FLORIDA; PROVIDING CONDITIONS FOR COMPLIANCE; PROVIDING THAT FAILURE TO COMPLY WILL RESULT IN REINSTATEMENT OF THE ORIGINAL LIEN AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION # 2026- LIEN MITIGATION 1025 SYLVANIA BLVD.doc
RESOLUTION # 2026- LIEN MITIGATION 1025 SYLVANIA BLVD.doc

J) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT A MITIGATION OFFER IN THE AMOUNT OF $_____ TO SATISFY CERTAIN CODE ENFORCEMENT LIENS RECORDED AGAINST THE PROPERTY LOCATED AT 6166-6190 SW 8 STREET, WEST MIAMI, FLORIDA; AUTHORIZING THE RELEASE OF SAID LIENS UPON PAYMENT OF THE APPROVED MITIGATION AMOUNT; PROVIDING FOR AN EFFECTIVE DATE.

6190 SW 8 ST CE Liens.pdf
RESOLUTION # 2026- LIEN MITIGATION 6166-6190 SW 8 ST.doc

K) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT A MITIGATION OFFER IN THE AMOUNT OF $_____ TO SETTLE CODE ENFORCEMENT LIENS RECORDED AGAINST THE PROPERTY LOCATED AT 1600 SW 16 STREET, WEST MIAMI, FLORIDA; PROVIDING CONDITIONS FOR PAYMENT; PROVIDING FOR REINSTATEMENT OF THE ORIGINAL LIEN AND ACCRUED FINES UPON DEFAULT; AND PROVIDING FOR AN EFFECTIVE DATE.

1600 SW 62 AVE Liens and Penalties.docx
RESOLUTION # 2026- LIEN MITIGATION 1600 SW 62 AVE.doc

L) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, RELATING TO GRANTS; APPROVING THE AGREEMENT (#H1465) BETWEEN THE CITY OF WEST MIAMI AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) THROUGH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR THE DEVELOPMENT TO THE WEST MIAMI STORMWATER MASTER PLAN; ACCEPTING THE GRANT AMOUNT OF ONE HUNDRED TWELVE THOUSAND AND FIVE HUNDRED DOLLARS ($112,500); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND OTHER PROJECT RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

MEMO - Accepting Stormwater Grant #H1465.doc
Att A_4673-305-P07- For Sub-Recipient Signature(8-05-26).pdf
RESOLUTION # 2026-00_Accepting Stormwater Grant #H1465.docx

12. CONSENT AGENDA ITEMS

A) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, APPROVING THE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF WEST MIAMI AND THE CITY OF MIAMI BEACH FOR LAW ENFORCEMENT SERVICES; AUTHORIZING THE CITY MANAGER, CHIEF OF POLICE, AND CITY CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION # 2026- MAA CWM-MIAMI BEACH.doc
MOU-Miami Beach PD-2026-2030.pdf

B) RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, ESTABLISHING A MONTHLY FARMERS MARKET, TO BE ORGANIZED AND COORDINATED BY MIAMI FRIENDORS, TO BE HELD ON THE SECOND SATURDAY OF EACH MONTH FROM SEPTEMBER THROUGH APRIL. *(Sponsored by Administration)*

RESOLUTION # 2026- FARMERS MARKET.docx

C) RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, ESTABLISHING "FOOD TRUCK FRIDAYS," TO BE ORGANIZED AND COORDINATED BY MIAMI FRIENDORS, TO BE HELD ON THE THIRD FRIDAY OF EACH MONTH FROM SEPTEMBER THROUGH APRIL. *(Sponsored by Administration)*

RESOLUTION # 2026- FOOD TRUCK FRIDAYS.docx

13. GOOD OF THE ORDER

14. ADJOURNMENT

NOTE:

* ANY PERSON, OR PERSONS, WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL REQUIRE A VERBATIM RECORD OF THE PROCEEDING UPON WHICH THE APPEAL IS BASED. INTERESTED PERSONS SHOULD, THEREFORE, TAKE THE NECESSARY STEPS TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH CONTAINS THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED. (F.S.286.0105)
* ANY PERSON WISHING TO ADDRESS THE CITY COMMISSION ON ANY ITEM ON THE AGENDA SHALL REGISTER WITH THE CITY CLERK PRIOR TO THE ITEM BEING HEARD. PRIOR TO MAKING A STATEMENT, PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.
* ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS FOR PARTICIPATION IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 305 266-1122, WITH REQUESTS FOR AUXILIARY AIDS OR SERVICES AT LEAST TWO BUSINESS DAYS BEFORE THE MEETING.

CITY OF WEST MIAMI

CITY COMMISSION MEETING MINUTES

REGULAR CITY COMMISSION MEETING

WEDNESDAY, JULY 15, 2026
6:00 PM
CITY HALL, COMMISSION CHAMBERS
901 SW 62 AVE, 2ND FLOOR
WEST MIAMI, FL 33144

1. **INVOCATION.** Police Chaplain Evelio Vilches gave the Invocation.

2. **PLEDGE OF ALLEGIANCE.** The Mayor led the Pledge of Allegiance.

3. **ROLL CALL.** The City Commission for the City of West Miami met in regular session on Wednesday, July 15, 2026 beginning at 6:04 PM in the City of West Miami Commission Chambers, 901 SW 62nd AVE, West Miami, FL 33144.
   Present at the Commission Chambers were: Mayor Eric Diaz-Padron, Vice-Mayor Ivan Chavez, Jr., Commissioner Juan M. Blanes, Commissioner Gustavo J. Ceballos, Commissioner Victoria De La Torre Gans.

4. **PRESENTATION OF MINUTES FOR APPROVAL**

A) June 3, 2026 Regular Commission Meeting

Vice-Mayor Chavez, Jr. motioned to approve. The motion was seconded by Commissioner Blanes. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

5. **PUBLIC COMMENTS.** No public comments were offered.

6. **REPORT OF THE CITY MANAGER**

The City Manager began his report by inviting Police Major Pedro Arcia to recognize Sergeant Abel Gonzalez as the West Miami Police Department Employee of the Year for his professionalism, leadership, dedication, and service to the Department and the community. Major Arcia also recognized Detective Lazaro Jimenez for receiving an award from the Florida Attorney General for his work on a multi-jurisdictional armed robbery investigation. The Mayor and Commission congratulated both officers on their achievements.

The City Manager then presented his monthly departmental report, providing updates on public safety, finance, community programs, building activity, public works, and transportation services. He also reported on recent grant awards, including funding for senior programs, GIS improvements, tree planting, and a stormwater master plan.

The City Manager presented an overview of the City's preliminary budget outlook and discussed the potential fiscal impact of the proposed constitutional amendment increasing the homestead exemption. He explained that staff has evaluated the anticipated revenue

impacts and remains committed to maintaining essential City services through responsible financial planning, grant funding, and strategic budgeting.

The City Manager concluded his report by thanking City staff for their efforts in organizing the Fourth of July celebration and other recent community events, and recognized the City's participation in humanitarian relief efforts for Venezuela.

7. REPORT OF THE CITY ATTORNEY

City Attorney informed the Commission that, pursuant to Florida law, the City must appoint an Audit Selection Committee to oversee the selection of the City's independent auditing firm. He explained that the committee is required to consist of three members, including one elected official who will serve as Chair, and that its meetings are subject to Florida's Government in the Sunshine Law.

The City Attorney advised that, in order to provide proper notice and allow the Commission adequate time to consider appointments, the matter would be placed on the agenda for the next Regular Commission Meeting. He noted that the committee's responsibility would be to review the audit proposals received and make a recommendation to the City Commission.

During discussion, Commissioner Juan M. Blanes volunteered to serve as Chair of the Audit Selection Committee. The Commission agreed that the formal appointment of the Chair and the remaining committee members would be considered at the next Regular Commission Meeting. No formal action was taken.

8. REPORT OF THE CITY ENGINEER

In the absence of the City Engineer, the City Manager presented the Engineering Report. He provided updates on several ongoing and upcoming infrastructure projects, including the Phase II Water Main Replacement Project along SW 14th and SW 15th Streets, the Phase III Water Main Project, the SW 10th Street roadway improvements, the SW 60th Court traffic circle, the SW 12th Street drainage improvements, additional drainage improvements planned for SW 11th Street, and the proposed one-way traffic configuration adjacent to Veterans Park. He also reported on the status of drainage concerns at SW 59th Avenue and SW 10th Street, as well as proposed modifications to the recently installed chicane.

The City Manager advised that design work and construction planning were continuing on several projects and provided estimated timelines where available. He noted that additional engineering information would be presented to the Commission as projects progressed. Commissioners discussed several of the ongoing projects and requested that future engineering reports include more specific planning and construction deadlines to better track project progress. The Commission also discussed the proposed one-way traffic configuration near Veterans Park and agreed that public input should be obtained through a community charrette before moving forward with the final design.

9. COMMITTEE REPORTS

Vice-Mayor Chavez, Jr. reported that although the Recreation Advisory Board had not recently met, discussions had taken place with the City Manager regarding a proposed

planning charrette for Cooper Park.

The City Manager explained that the charrette would be a community planning workshop involving the City Commission, residents, and the Recreation Advisory Board to gather public input on the long-term vision for Cooper Park. He advised that the event would likely be held on a Saturday and that details would be announced at a later date.

No further committee reports were presented.

10. UNFINISHED BUSINESS

A) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AUTHORIZING THE CITY MANAGER TO ACCEPT A MITIGATION OFFER IN THE AMOUNT OF $_____ FOR CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS AT THE PROPERTY LOCATED AT 6437 SW 16 STREET, WEST MIAMI, FLORIDA; PROVIDING CONDITIONS FOR COMPLIANCE; PROVIDING THAT FAILURE TO COMPLY WILL RESULT IN REINSTATEMENT OF THE ORIGINAL LIEN AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice-Mayor Chavez, Jr. motioned to defer. The City Manager informed the Commission that the applicant's attorney had experienced an emergency and was unable to attend the meeting. On behalf of the applicant, staff requested that the item be deferred to the September Regular Commission Meeting. The motion was seconded by Commissioner Blanes. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

11. NEW BUSINESS AGENDA ITEMS

A) Presentation of Employee of the Year Award - Police Department to Abel Gonzalez

Police Major Pedro Arcia to recognize Sergeant Abel Gonzalez as the West Miami Police Department Employee of the Year for his professionalism, leadership, dedication, and service to the Department and the community. Major Arcia also recognized Detective Lazaro Jimenez for receiving an award from the Florida Attorney General for his work on a multi-jurisdictional armed robbery investigation. The Mayor and Commission congratulated both officers on their achievements.

B) Second Reading; Public Hearing: (Continued for 6/3/2026 Commission meeting)

AN ORDINANCE OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AMENDING SECTION 2-23 OF THE CODE OF THE CITY OF WEST MIAMI ENTITLED "POLLING PLACE DESIGNATED" TO PERMANENTLY DESIGNATE THE WEST MIAMI RECREATION CENTER, LOCATED AT 1700 SW 62 AVENUE, WEST MIAMI, FLORIDA 33155, AS THE OFFICIAL POLLING PLACE FOR CITY OF WEST MIAMI MUNICIPAL ELECTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor introduced the item and opened the public hearing.
There being no comments from the public, the public hearing was closed.

The Mayor explained that the purpose of the ordinance was to permanently designate the West Miami Recreation Center, located at 1700 SW 62 Avenue , as the official polling

place for City of West Miami municipal elections. He noted that although the Recreation Center has been used as the polling place for county, state, and federal elections, the City Code had not been updated to designate it as the permanent polling place for municipal elections.

Vice-Mayor Chavez, Jr. motioned to approve. The motion was seconded by Commissioner Blanes. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

C) Second Reading; Public Hearing: (Continued for 6/3/2026 Commission meeting)

AN ORDINANCE OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AMENDING THE CITY CODE RELATED TO CITY BOARD APPOINTMENTS; PROVIDING FOR STANDARDIZED APPOINTMENT PROCEDURES FOR CITY BOARDS; PROVIDING THAT BOARD MEMBERSHIP SHALL BE TIED TO COMMISSION SEATS; ELIMINATING ALTERNATE MEMBERS UNLESS OTHERWISE PROVIDED BY LAW; PROVIDING FOR APPOINTMENT TERMS; PROVIDING FOR REAPPOINTMENT AND REMOVAL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor introduced the second reading of the ordinance, continued from the June 3, 2026, City Commission meeting, amending the City Code to establish standardized procedures for appointments to City boards.

The Mayor opened the public hearing. There being no comments from the public, the public hearing was closed.

The Commission discussed several provisions of the ordinance. Staff confirmed that board appointments would be assigned by City Commission seat, rather than by the individual elected official, ensuring continuity when a commission seat changes. It was also confirmed that the ordinance would apply to the City's appointed boards, including the Branding Board, Art Advisory Board, and Military Affairs Board.

The Commission discussed the selection of board chairpersons. The City Attorney explained that, unless otherwise provided, boards may elect their own chair under Robert's Rules of Order. Vice-Mayor Chavez expressed concern that, for boards on which a City Commissioner serves as a member, such as the Parks and Recreation Board, the elected official designated to serve on that board should automatically serve as chair.

Following discussion, the Commission agreed to amend the ordinance to provide that whenever an elected City Commissioner serves on a board governed by the ordinance, that Commissioner shall serve as Chair of the board.

The Commission also discussed the applicability of the ordinance to the Code Enforcement Board. The City Attorney advised that the ordinance already preserves any requirements imposed by applicable law, including state statutes governing the appointment and removal of Code Enforcement Board members.

The Commission requested that staff prepare a roster identifying all current board members and their assignments by Commission seat to facilitate future appointments and reappointments.
Vice-Mayor Chavez, Jr. motioned to approve. The motion was seconded by Commissioner Victoria De La Torre Gans. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

NOTE FOR THE RECORD: At the request of the Mayor, Items 11E (Public Hearing – Waiver of Plat Application), 11F (First Reading – Waiver of Plat Ordinance), and 11K were heard out of agenda order to accommodate those present for those items.

D) Second Reading; Public Hearing:

AN ORDINANCE OF THE CITY OF WEST MIAMI, FLORIDA, ESTABLISHING REGULATIONS FOR ~~SWALE~~ PARKWAY IMPROVEMENTS WITHIN PUBLIC RIGHTS-OF-WAY IN AREAS WITHOUT CURBS; PROVIDING FOR PERMITTED PERMEABLE MATERIALS; PROVIDING FOR ENGINEER APPROVAL AND PARKING LIMITATIONS; PROVIDING THAT SUCH IMPROVEMENTS CONSTITUTE A REVOCABLE LICENSE; PROVIDING FOR MAINTENANCE AND LIABILITY; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.
The Mayor announced the public hearing on the proposed ordinance establishing regulations for parkway improvements within public rights-of-way in areas without curbs.

The public hearing was opened. Several residents addressed the Commission regarding the proposed regulations, expressing concerns and asking questions about the types of materials that would be permitted, parking limitations, maintenance responsibilities, drainage, aesthetics, and long-term enforcement.

The Interim Planning and Zoning Director and Zoning Consultant explained that the ordinance was intended to provide a uniform standard throughout the City while protecting drainage, preserving green space, and maintaining neighborhood character. Staff explained the engineering review process, allowable permeable materials, required landscape separation, and the City's authority to revoke permission if improvements were not maintained.

Commissioners discussed comments received during the first reading and reviewed the revisions incorporated into the ordinance since the June 3, 2026 meeting. Discussion included:

- Replacing the term "swale" with "parkway" throughout the ordinance.
- Clarifying that improvements remain within the public right-of-way and constitute a revocable license.
- Clarifying maintenance responsibilities remain with the adjoining property owner.
- Engineering approval requirements.
- Drainage protection.
- Parking limitations.

- Landscape separation requirements.
- Permitted permeable materials.
- Aggregate size specifications.
- Preservation of the City's aesthetic standards

Commissioners discussed balancing resident flexibility with the City's responsibility to preserve drainage and neighborhood appearance.

Following discussion, the Commission determined that the ordinance, as amended during the legislative process, adequately addressed the concerns raised by the Commission and the public.

There being no further discussion, a motion was made and seconded to adopt the ordinance on second reading.

Vice-Mayor Chavez, Jr. motioned to approve. The motion was seconded by Commissioner Blanes. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

E) FIRST PUBLIC HEARING: WAIVER OF PLAT APPLICATION WP2026-001 – 6051 SW 15 STREET

Applicant: Bluenest Homes 15 LLC.
Property Address: 6051 SW 15 Street
West Miami, FL 33144

The applicant, Bluenest Homes 15 LLC. requests a Waiver of Plat for the property located at 6051 SW 15 Street, West Miami, Florida 33144 to subdivide one (1) existing parcel consisting of approximately 12,000 square feet (120 feet wide by 100 feet deep) into two (2) separate lots, each consisting of approximately 6,000 square feet (60 feet wide by 100 feet deep), for the future construction of two (2) one-story single-family residences. The subject property is located within the "R-1" Single Family Residential Zoning District. (Zoning Ordinance 282, Sec. 4.18).

The Mayor opened the public hearing regarding the requested Waiver of Plat for the property located at 6051 SW 15 Street.

Staff explained that the applicant requested approval to subdivide one existing 12,000-square-foot parcel into two separate 6,000-square-foot single-family residential lots. The property is located within the R-1 Single Family Residential District and meets the minimum lot size requirements established by the City's zoning regulations.

The following members of the public spoke:
- Diana and Robert Pedraza, 6036 SW 14 ST
- Ivan Chavez, Sr., 5911 SW 9 TERR

Residents expressed support for removal of the existing deteriorated structure and redevelopment of the property but requested assurances that:

- only one-story homes would be constructed;
- no future variances would increase building mass;
- neighborhood character would be preserved.

Bazan Carlin, 6100 Waterford District Drive spoke on behalf of the applicant, and confirmed that:

- two one-story single-family residences are proposed;
- each home would contain approximately 1,800 square
- feet; no variances are being requested;
- the homes will comply with all zoning regulations;
- the proposed design complies with required setbacks, lot coverage, landscaping and parking requirements.

Staff advised that the Planning and Zoning Board reviewed the application and recommended approval.

Staff further advised that approval of the waiver would require:

- recordation of the approved plat documents;
- creation of separate folio numbers;
- separate utility connections;
- compliance with all R-1 zoning requirements;
- payment of applicable impact fees;
- separate building permits.

Commissioners discussed whether approval should be conditioned upon construction substantially conforming to the site plan presented to the Commission.

The applicant voluntarily agreed that the future development would substantially conform to the plans submitted.

Following discussion, the public hearing was closed.

F) First Reading:

AN ORDINANCE OF THE CITY OF WEST MIAMI, FLORIDA, APPROVING A WAIVER OF PLAT FOR THE PROPERTY LOCATED AT 6051 SW 15 STREET, WEST MIAMI, FLORIDA, TO ALLOW THE SUBDIVISION OF ONE (1) EXISTING PARCEL INTO TWO (2) SEPARATE SINGLE-FAMILY RESIDENTIAL LOTS; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor introduced the ordinance approving the Waiver of Plat for the property located at 6051 SW 15 Street, to allow the subdivision of one existing parcel into two single-family residential lots.

The Commission referenced the discussion held during the public hearing under Item 11E. Commissioner Blanes proposed amending the ordinance to require that the future development be constructed in substantial conformance with the site plan and renderings presented by the applicant. The applicant agreed to the proposed condition, and the City Attorney advised that the condition could be incorporated into the ordinance prior to second reading.

Vice-Mayor Chavez, Jr. motioned to approve. The motion was seconded by Commissioner Blanes. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

G) First Reading:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AMENDING CHAPTER 5, ARTICLE IX OF THE CODE OF ORDINANCES RELATING TO CERTIFICATES OF USE; REPEALING AND REPLACING ORDINANCE NO. 93-04; ESTABLISHING DEFINITIONS; UPDATING CERTIFICATE OF USE APPLICATION, ISSUANCE, INSPECTION, RENEWAL, ENFORCEMENT, AND APPEAL PROCEDURES; REVISING CERTIFICATE OF USE AND RESIDENTIAL ACCESSORY USE CERTIFICATE FEES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

Interim Planning and Zoning Director Mercedes "Mercy" Soler presented the proposed ordinance and explained that it updates the City's Certificate of Use program, which was last revised in 1993. She stated that the ordinance modernizes administrative procedures, adds definitions, clarifies application, inspection, renewal, enforcement, and appeal procedures, and confirms that Certificates of Use are specific to the business and are not transferable.

She also explained that the ordinance updates the Certificate of Use fee schedule to better reflect current administrative and inspection costs while maintaining the City's existing tiered fee structure based on the type and size of the business. New inspection, re-inspection, and expedited inspection fees are also established.

The Mayor commented that the ordinance was overdue for updating and suggested that staff review the City's Business License Ordinance in the future.

The public hearing and second reading were scheduled for August 5, 2026, at 6:00 p.m. Commissioner M Blanes motioned to approve. The motion was seconded by Vice-Mayor Chavez, Jr. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

H) First Reading:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, CREATING REGULATIONS FOR MOBILE FOOD SERVICE VENDORS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING PERMIT REQUIREMENTS AND FEES; PROVIDING FOR REGULATIONS FOR MOBILE FOOD SERVICE VENDORS; ESTABLISHING CLASSIFICATION OF VEHICLE TYPES; REGULATING SAFETY, OPERATIONAL STANDARDS, DOCUMENTATION, LOCATION, HOURS; AND ENFORCEMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

The City Manager explained that the proposed ordinance was developed to comply with Florida law, which requires municipalities to permit mobile food vendors while allowing reasonable local regulations. He summarized the proposed provisions, including classifications for different types of mobile food vendors, permit requirements, operational standards, permitted locations, hours of operation, safety requirements, and enforcement procedures.

The City Manager advised that, based on recommendations from the Planning and Zoning Board, mobile food vendors would generally be permitted on private commercial properties, at approved special events, and on residential property for private events, subject to specific regulations. He also explained that the ordinance establishes hours of operation, requires vendors to operate on private property rather than within the public right-of-way, and provides additional regulations for special event permits.

During discussion, Vice-Mayor Chavez suggested that the proposed hours of operation be reviewed before second reading. The Mayor agreed, noting that the Commission should further consider the proposed operating hours, particularly as they relate to existing food truck operations within the City.

Commissioner Blanes motioned to approve the Ordinance on First Reading. The motion was seconded by Vice-Mayor Chavez, Jr. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

I) A RESOLUTION OF THE CITY OF WEST MIAMI, FLORIDA, DETERMINING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2026-2027; SETTING THE DATE, TIME, AND PLACE FOR THE PUBLIC HEARINGS REQUIRED BY STATE LAW; DIRECTING STAFF TO TRANSMIT NECESSARY DOCUMENTATION PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

The Mayor introduced the resolution establishing the proposed maximum millage rate for Fiscal Year 2026-2027 and setting the date, time, and place for the public budget hearings required by Florida law.

The City Manager recommended maintaining the current combined millage rate of **5.7700 mills**, consisting of **4.7700 mills** for City operations and **1.0000 mill** for parks. He explained that the proposed rate represents the maximum rate that may be adopted during the budget process and that the City Commission may reduce, but not increase, the millage rate at the public hearings. He further advised that staff would continue preparing the proposed budget in accordance with state law. Following approval of the resolution, the Commission discussed the date of the Fiscal Year 2026-2027 Budget Workshop.

The City Manager informed the Commission of the proposed Fiscal Year 2026-2027 Budget Workshop, recommending Thursday, August 13, 2026. (The Commission subsequently amended the workshop date to Wednesday, August 12, 2026, during Good of the Order.)

Vice-Mayor Chavez, Jr. motioned to approve The motion was seconded by Commissioner Ceballos. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

J) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND PURCHASE A BUS FOR MUNICIPAL PURPOSES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, PROCURE, AND EXECUTE FINANCING FOR THE ACQUISITION OF THE BUS; AUTHORIZING THE CITY MANAGER TO DESIGNATE A DESIGNEE TO EXERCISE THE AUTHORITY GRANTED HEREIN; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Manager explained that the City's current 1997 bus has become unreliable and costly to maintain, requiring daily jump-starts and significant repairs, including recurring mechanical and electrical issues. He recommended the purchase of a new 2025 bus with a 32-passenger capacity for approximately $200,000, to be financed over five years. He noted that the new bus would provide reliable transportation for the Recreation Department and the Community Center's senior programs.

During discussion, the Commission acknowledged the condition of the existing bus and the need for its replacement. Recreation Director Edgar Cruz advised that participation in the summer program has increased, resulting in additional revenue and greater demand for transportation services.

K) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER, OR THE CITY MANAGER'S DESIGNEE(S), TO NEGOTIATE, EXECUTE, DELIVER, AND ADMINISTER A PARTNERSHIP AGREEMENT AND ALL RELATED DOCUMENTS TO ESTABLISH AND IMPLEMENT THE SIMERP EHP REVIVE PROGRAM, A PREVENTIVE-CARE AND SELF-INSURED MEDICAL EXPENSE REIMBURSEMENT PROGRAM DESIGNED PROVIDE SUPPLEMENTAL HEALTH AND WELLNESS BENEFITS TO PARTICIPATING EMPLOYEES; AUTHORIZING THE EXPENDITURE OF LAWFULLY AVAILABLE FUNDS AND THE EXECUTION OF RELATED AGREEMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor introduced the resolution authorizing the City Manager to negotiate and execute a partnership agreement to implement the SIMERP EHP Revive Program, a preventive care and self-insured medical expense reimbursement program designed to provide supplemental health and wellness benefits to participating City employees.

Daniel Biggs presented an overview of the program, explaining that it supplements the City's existing health insurance by providing employees with access to telehealth services, wellness programs, mental health services, smoking cessation and weight management programs, and prescription drug benefits. He explained that the program generates savings through reductions in FICA payroll taxes for both the City and participating employees, while requiring no changes to the City's existing health insurance coverage. He further advised that the program would be administered by EHP in coordination with the City's payroll provider, with Revive serving as the healthcare services provider.

The City Manager summarized that the program would provide additional health and wellness benefits to employees while generating payroll tax savings for both the City and participating employees, with no additional cost to the City.

During discussion, Commissioner Ceballos inquired about the administration of the program, oversight of the healthcare provider, employee participation requirements, and how service issues would be addressed. Mr. Biggs explained that EHP would administer the program, Revive would provide the healthcare services, participating employees would be required to complete an annual telehealth wellness consultation, and participation would remain voluntary. The Commission also discussed the City's ability to terminate the agreement if the program did not meet expectations, and was advised that the agreement permits the City to discontinue participation in accordance with its terms.

Vice-Mayor Chavez, Jr. motioned to approve. The motion was seconded by Commissioner Ceballos. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

L) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, APPROVING THE CRIMINAL JUSTICE NON-TERMINAL USER AUTHORIZATION AGREEMENT BETWEEN THE MIAMI-DADE SHERIFF'S OFFICE AND THE CITY OF WEST MIAMI; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Manager explained that the agreement is the annual authorization required for the City to continue accessing the Criminal Justice Information System in conjunction with the Miami-Dade Sheriff's Office.

Vice-Mayor Chavez, Jr. motioned to approve. The motion was seconded by Commissioner Blanes. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

M) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, APPROVING THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER TO ENGAGE UNITED HEALTHCARE DIRECTLY AS THE CITY'S HEALTH INSURANCE PROVIDER, AND TO PROCURE ANCILLARY INSURANCE COVERAGE FOR BASIC LIFE, SUPPLEMENTAL LIFE, SHORT-TERM DISABILITY, DENTAL, AND VISION THROUGH UNITED HEALTHCARE AND/OR ITS PARTNERS, EFFECTIVE SEPTEMBER 1, 2026; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY CONTRACTS AND DOCUMENTATION; AUTHORIZING AND DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO TERMINATE THE CITY'S EXISTING POLICIES WITH FLORIDA BLUE AND THE RELATED ANCILLARY POLICIES AND THE CITY'S HEALTH INSURANCE BROKERAGE AGREEMENT WITH BROWN & BROWN; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Manager explained that the proposal would allow the City to contract directly with UnitedHealthcare for medical insurance and procure ancillary benefits, including basic life, supplemental life, short-term disability, dental, and vision coverage through UnitedHealthcare and its partners. He advised that the proposed plan offers improved benefits while maintaining the City's health insurance costs at approximately the current level. He further stated that the resolution authorizes the termination of the City's existing health insurance policies with Florida Blue and its brokerage agreement with Brown & Brown.

Commissioner Ceballos motioned to approve. The motion was seconded by Vice-Mayor Chavez, Jr. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

12. CONSENT AGENDA ITEMS

A) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AARP FOUNDATION FOR PARTICIPATION IN THE SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP), DESIGNATING THE CITY OF WEST MIAMI AS A HOST AGENCY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice-Mayor Chavez, Jr. motioned to approve. The motion was seconded by Commissioner Ceballos. All voted in favor by a 5/0 voice vote. This item passed by a 5/0 voice vote.

13. GOOD OF THE ORDER

Upon the advice of the City Attorney, a motion was made and seconded to amend the Commission's previous action by changing **all references to August 5, 2026, to August 12, 2026**, as reflected in the agenda items requiring that date, such as public hearings. The motion carried by unanimous voice vote.

14. ADJOURNMENT. There being no further business before the City Commission, the meeting was declared adjourned at 8:07 PM.

RESPECTFULLY SUBMITTED BY:

Annery Gonzalez

ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED:

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 04/23/2026

PROPERTY INFORMATION	
Folio	15-4012-043-0310
Property Address	6437 SW 16 ST WEST MIAMI, FL 33155-0000
Owner	GITSIT REAL PROPERTY LLC
Mailing Address	333 SOUTH ANITA DR 400 ORANGE, CA 92868
Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths /Half	4 / 4 / 0
Floors	1
Living Units	1
Actual Area	1,962 Sq.Ft
Living Area	1,932 Sq.Ft
Adjusted Area	1,918 Sq.Ft
Lot Size	8,648 Sq.Ft
Year Built	Multiple (See Building Info.)



ASSESSMENT INFORMATION			
Year	**2025**	**2024**	**2023**
Land Value	$416,672	$359,200	$323,280
Building Value	$227,410	$236,911	$178,971
Extra Feature Value	$15,777	$15,826	$10,189
Market Value	$659,859	$611,937	$512,440
Assessed Value	$659,859	$611,937	$509,780

BENEFITS INFORMATION				
Benefit	**Type**	**2025**	**2024**	**2023**
Non-Homestead Cap	Assessment Reduction			$2,660

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

TAXABLE VALUE INFORMATION			
Year	**2025**	**2024**	**2023**
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$659,859	$611,937	$509,780
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$659,859	$611,937	$512,440
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$659,859	$611,937	$509,780
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$659,859	$611,937	$509,780

SHORT LEGAL DESCRIPTION
ALAMEDA GARDENS SUB PB 48-8
LOT 15 BLK 2
LOT SIZE 64.060 X 135
OR 15757-4862 1292 1
COC 26174-0696 01 2008 5

SALES INFORMATION			
Previous Sale	**Price**	**OR Book-Page**	**Qualification Description**
10/06/2025	$375,100	34978-0015	Federal, state or local government agency
04/06/2022	$100	33126-0884	Corrective, tax or QCD; min consideration
12/01/2015	$100	29955-1764	Corrective, tax or QCD; min consideration
11/03/2013	$100	29378-1782	Corrective, tax or QCD; min consideration

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at https://www.miamidadepa.gov/pa/disclaimer.page

City of West Miami
Martha "China" Estrada
Administrative Clerk
901 S.W. 62nd Avenue • West Miami, FL 33144
305-266-4214 Ext: 128

10 Code Enforcement Liens

December 11, 2025

Max F. Corzo
511 NW 32 PL
Miami, FL 33125

Re: 6437 SW 16 ST W. Miami, FL 33155

Citation# 0701023
Const No Permit
03/05/2008 26248 / 4614-4615

Amount of Lien	Penalty Fee	Recording Fees	Release Fees	**Total:**
$3,150.00	$10,064.25	$18.50	$12.25	**$13,245.00**

Citation# 0701024
Repeat Offender / Const No city Permit
03/05/2008 26248 / 4616-4617

Amount of Lien	Penalty Fee	Recording Fees	Release Fees	**Total:**
$3,150.00	$10,064.25	$18.50	$12.25	**$13,245.00**

Citation# 1804027
Gen R1 Regulations
06/20/2019 31489 / 1050-1051

Amount of Lien	Penalty Fee	Recording Fees	Release Fees	**Total:**
$1,155.00	$1,351.32	$20.50	$12.25	**$2,539.07**

Citation# 0804028
Common Law Nuisance
02/16/2010 27184 / 248-249

Amount of Lien	Penalty Fee	Recording Fees	Release Fees	**Total:**
$43,400.00	$123,690.00	$18.50	$12.25	**$167,120.75**

Citation# 0804029
Multifamily
02/16/2010 27184 / 250-251

Amount of Lien	Penalty Fee	Recording Fees	Release Fees	**Total:**
$86,800.00	$247,380.00	$18.50	$12.25	**$334,210.75**

12/06/2023 33995 / 4773-4774

Amount of Lien	Penalty Fee	Recording Fees	Release Fees	**Total:**
$1,965.00	$707.40	$20.75	$12.25	**$2,705.40**

Citation# CE2023-452
Multifamily
12/06/2023 33995 / 4754-4755

Amount of Lien	Penalty Fee	Recording Fees	Release Fees	**Total:**
$17,700.00	$6,372.00	$20.75	$12.25	**$24,105.00**

Citation# CE2023-398
Const No Permit
04/05/2024 34167 / 3806-3807

Amount of Lien	Penalty Fee	Recording Fees	Release Fees	**Total:**
$121,100.00	$36,330.00	$20.75	$12.25	**$157,463.00**

Citation# CE2023-399
Const No Permit
04/05/2024 34167 / 3862-3863

Amount of Lien	Penalty Fee	Recording Fees	Release Fees	**Total:**
$121,100.00	$36,330.00	$20.75	$12.25	**$157,463.00**

Citation# CE2023-400
Const No Permit
04/05/2024 34167 / 3901-3902

Amount of Lien	Penalty Fee	Recording Fees	Release Fees	**Total:**
$121,100.00	$36,330.00	$20.75	$12.25	**$157,463.00**

Grand Total: $1,029,559.97

RESOLUTION # 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AUTHORIZING THE CITY MANAGER TO ACCEPT A MITIGATION OFFER IN THE AMOUNT OF $_____ FOR CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS AT THE PROPERTY LOCATED AT 6437 SW 16 STREET, WEST MIAMI, FLORIDA; PROVIDING CONDITIONS FOR COMPLIANCE; PROVIDING THAT FAILURE TO COMPLY WILL RESULT IN REINSTATEMENT OF THE ORIGINAL LIEN AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Code Enforcement liens for code violations have been levied against the property located at 6437 SW 16 Street, West Miami, Florida, currently totaling $1,029,559.97, with fines continuing to accrue on a daily basis; and

WHEREAS, the Mayor and City Commission have received a negotiated mitigation offer in the amount of $_____; and

WHEREAS, as part of the mitigation agreement, the property owner shall bring the property into full compliance within six (6) months, with the option of a one (1) month extension if substantial progress is demonstrated; and

WHEREAS, both “compliance” and “substantial progress” shall be determined solely by the City’s Building Official, whose determination shall be final; and

WHEREAS, failure to comply within the specified time period shall result in the reinstatement of the original lien amount.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the City Commission of the City of West Miami as follows:

SECTION 1. The aforementioned statements are true and correct and adopted as is fully stated herein.

SECTION 2. The City Manager is hereby authorized to accept the mitigation offer in the amount of $_____ to settle the Code Enforcement lien for code violations at 6437 SW 16 Street, West Miami, Florida, under Code Enforcement Citation Numbers 0701023, 0701024,1804027, 0804028,0804029, 2023-397,2023-452, 2023-398, 2023-399, 2023-400 currently totaling $1,029,559.97 (with accrual of additional fines suspended), subject to the condition that the property is brought into full compliance within six (6) months, with

the option of a one (1) month extension upon demonstration of substantial progress. Both the determination of "full compliance" and "substantial progress" shall be made solely by the City's Building Official, whose determination shall be final; and

SECTION 3. In the event the property is not brought into full compliance within the specified time period for full compliance, including any applicable extension, the lien amount shall revert to the original amount, and the suspension of accrual of fines shall be terminated so that all fines shall begin to accrue as permitted by law.

SECTION 4. This Resolution shall take effect immediately upon passage by the City Commission and signature of the Mayor.

PASSED AND ADOPTED this ____ day of _____ 2026.

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON __
VICE-MAYOR IVAN CHAVEZ, JR __
COMMISSIONER JUAN M. BLANES __
COMMISSIONER GUSTAVO J. CEBALLOS __
COMMISSIONER VICTORIA DE LA TORRE GANS __

DRAFT

ORDINANCE 2026 - _____

AN ORDINANCE OF THE CITY OF WEST MIAMI, FLORIDA, APPROVING A WAIVER OF PLAT APPLICATION FOR THE PROPERTY LOCATED AT 6051 SW 15 STREET, WEST MIAMI, FLORIDA (FOLIO NO. 15-4012-038-0240), SUBMITTED BY BLUENEST HOMES 15 LLC, PURSUANT TO SECTION 4.18 OF THE CITY OF WEST MIAMI LAND DEVELOPMENT CODE (ORDINANCE 282, AS AMENDED), TO ALLOW THE SUBDIVISION OF ONE (1) PARCEL INTO TWO (2) SEPARATE LOTS; PROVIDING FOR CONDITIONS; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bluenest Homes 15 LLC (the "Applicant") is the owner of the property located at 6051 SW 15 Street, West Miami, Florida, identified by Folio No. 15-4012-038-0240, and legally described as Tract A, Block 3, of Fleeman Grove, according to the Plat thereof as recorded in Plat Book 58, Page 54, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Applicant submitted a Waiver of Plat application (Application No. WP2026-001) pursuant to Section 4.18 of the City of West Miami Land Development Code (Ordinance 282, as amended), requesting to subdivide one (1) existing parcel into two (2) separate residential lots; and

WHEREAS, the subject property is zoned "R-1" Single Family House; and

WHEREAS, the proposed subdivision will result in two (2) lots, each measuring approximately 6,000 square feet (60 feet in width by 100 feet in depth), consistent with the minimum lot requirements of the R-1 zoning district; and

WHEREAS, the Planning and Zoning Board of the City of West Miami held a duly noticed public hearing on June 24, 2026, and reviewed the application and supporting materials and recommended approval of the Waiver of Plat; and

WHEREAS, the City Commission of the City of West Miami held a first public hearing on July 15, 2026, and a second public hearing on _____, 2026, in accordance with applicable law; and

WHEREAS, the City Commission finds that the requested Waiver of Plat is consistent with the City's Land Development Code and is in the best interest of the health, safety, and welfare of the residents of the City of West Miami.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA:

DRAFT

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. The City Commission hereby approves the Waiver of Plat application (WP2026-001) submitted by Bluenest Homes 15 LLC for the property located at 6051 SW 15 Street, West Miami, Florida, to allow the subdivision of one (1) parcel into two (2) separate residential lots, as described herein.

SECTION 3. This approval is subject to the following conditions:

1. **Recordation**
   The Waiver of Plat shall be recorded in the Public Records of Miami-Dade County prior to issuance of any building permits.

2. **Separate Folio Numbers**
   The Applicant shall obtain separate folio numbers for each newly created lot prior to building permit issuance.

3. **Compliance with R-1 Zoning**
   Each lot shall comply with all applicable R-1 zoning requirements, including lot size, setbacks, and maximum lot coverage, pursuant to Ordinance 282 and Ordinance 99-01.

4. **Utility Services**
   Each lot shall have independent water and sewer connections, subject to City and Miami-Dade County DERM approval.

5. **Driveways**
   Each lot shall provide a separate driveway in compliance with Section 9.1 of the City's Zoning Ordinance. Driveway approaches within the right-of-way shall be paved and flared. If pavers are proposed, a recorded covenant shall be required.

6. **Easements**
   Existing utility easements shall be maintained. A minimum 2'-6" clearance shall be provided for access, including a 36-inch access gate where applicable.

7. **Declaration of Use**
   A Declaration of Use shall be recorded prior to issuance of building permits, confirming single-family residential use.

8. **Building Permits**
   Separate building permits shall be required for each residence and shall be subject to full review and approval.

9. Each lot shall comply with the minimum landscape requirement and maximum impervious area requirements per City Code.

10. The Applicant shall comply with Ordinance 2025-05 and pay all outstanding professional review fees.

DRAFT

11. The Applicant shall pay all applicable City of West Miami and Miami-Dade County impact fees prior to issuance of building permits.

SECTION 4. This ordinance shall become effective on the date of its adoption herein.

PASSED and **ADOPTED** on Second Reading this _____day of _____, 2026.

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER LEHTINEN, CITY ATTORNEY

ROLL CALL:

This Ordinance was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows on Second Reading:

MAYOR ERIC DIAZ-PADRON __
VICE-MAYOR IVAN CHAVEZ, JR __
COMMISSIONER JUAN M. BLANES __
COMMISSIONER GUSTAVO J. CEBALLOS __
COMMISSIONER VICTORIA DE LA TORRE GANS __

BUSINESS IMPACT ESTIMATE
INSTRUCTIONS

The Business Impact Estimate Form, attached to these Instructions must be filled out at the time of drafting of any proposed ordinance, unless that proposed ordinance is on the exemption list below. The filled-out Business Impact Estimate must be posted at the time the advertisement for the proposed ordinance is published.

The following proposed ordinances are exempt and do not require a Business Impact Estimate:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local or private grant, or other financial assistance accepted by a county government;
5. Emergency Ordinances;
6. Ordinances relating to procurements; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. §§ 190.005 and 190.046, Fla. Stat. Community Development Districts;
    c. § 553.73, Fla. Stat. relating to the Florida Building Code; or
    d. § 633.202, Fla. Stat. relating to the Florida Fire Prevention Code.

Legal citation: § 125.66(3) (a) – (c), Fla. Stat. and § 166.041(4)(a)-(c), Fla. Stat.

BUSINESS IMPACT ESTIMATE FORM

Posted To Webpage:

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY OF WEST MIAMI, FLORIDA, APPROVING A WAIVER OF PLAT APPLICATION FOR THE PROPERTY LOCATED AT 6051 SW 15 STREET, WEST MIAMI, FLORIDA (FOLIO NO. 15-4012-038-0240), SUBMITTED BY BLUENEST HOMES 15 LLC, PURSUANT TO SECTION 4.18 OF THE CITY OF WEST MIAMI LAND DEVELOPMENT CODE (ORDINANCE 282, AS AMENDED), TO ALLOW THE SUBDIVISION OF ONE (1) PARCEL INTO TWO (2) SEPARATE LOTS; PROVIDING FOR CONDITIONS; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Part I.

Summary of the proposed ordinance and statement of public purpose[1]:

The proposed ordinance approves a Waiver of Plat application for the property located at 6051 SW 15 Street**,** allowing the subdivision of one existing residential parcel into two separate single-family residential lots that comply with the City's R-1 zoning requirements. The ordinance establishes conditions of approval, including compliance with applicable zoning and development standards, utility and driveway requirements, landscaping and impervious surface regulations, recordation of the waiver and a Declaration of Use, payment of applicable fees, and issuance of separate building permits. The public purpose of the ordinance is to promote the orderly development of residential property in accordance with the City's Land Development Code, while protecting the public health, safety, and welfare and ensuring that future development is compatible with the City's planning and infrastructure standards.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of West Miami: (*fill out subsections a-c as applicable, if not applicable write "not applicable")*

a. Estimated Direct Economic Impact on Private, For-Profit Businesses:

The proposed ordinance is expected to have a minimal direct economic impact on private, for-profit businesses. The applicant and any future property owners will incur the customary costs associated with subdividing the property and developing two single-family residential lots, including professional review fees, impact fees, permitting costs, utility connections, and compliance with applicable City and County development requirements. The ordinance does not impose new regulations or fees on businesses beyond those already required under existing law and development regulations.

[1] Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of West Miami.

b. Estimated Number of Businesses Likely to be Impacted:
Not applicable.

c. Any Additional Information Regarding the Direct Economic Impact:
Not applicable.

d. Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

Not applicable. The proposed ordinance does not establish or increase any charges, fees, or financial obligations on private businesses.

e. An estimate of the City of West Miami's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The proposed ordinance is not expected to result in any significant additional regulatory costs to the City of West Miami, as the review and processing of Waiver of Plat applications are performed as part of the City's existing development review and permitting functions. The ordinance does not establish any new charges or fees. The City may receive existing application, professional review, permit, and impact fees required under the City Code and applicable ordinances; however, these are existing fees intended to recover the costs of development review and are not new revenues created by this ordinance.

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

Not applicable.

Part IV. Additional Information (if any):

None.

Notice of Public Hearing- Waiver of Plat 6051 SW 15 ST Ordinance

West Miami | Publish Date: Jul 30, 2026

CITY OF WEST MIAMI NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that the City of West Miami proposes to adopt the following Ordinance: AN ORDINANCE OF THE CITY OF WEST MIAMI, FLORIDA, APPROVING A WAIVER OF PLAT APPLICATION FOR THE PROPERTY LOCATED AT 6051 SW 15 STREET, WEST MIAMI, FLORIDA (FOLIO NO. 15-4012-038-0240), SUBMITTED BY BLUENEST HOMES 15 LLC, PURSUANT TO SECTION 4.18 OF THE CITY OF WEST MIAMI LAND DEVELOPMENT CODE (ORDINANCE 282, AS AMENDED), TO ALLOW THE SUBDIVISION OF ONE (1) PARCEL INTO TWO (2) SEPARATE LOTS; PROVIDING FOR CONDITIONS; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. A Public Hearing on the Second Reading of the Ordinance, will be held on Wednesday, August 12, 2025, at 6:00 PM, and it will take place at the City of West Miami Commission Chambers, 2nd Floor, 901 SW 62nd Avenue, West Miami, Florida.

BUSINESS IMPACT ESTIMATE
INSTRUCTIONS

The Business Impact Estimate Form, attached to these Instructions must be filled out at the time of drafting of any proposed ordinance, unless that proposed ordinance is on the exemption list below. The filled-out Business Impact Estimate must be posted at the time the advertisement for the proposed ordinance is published.

The following proposed ordinances are exempt and do not require a Business Impact Estimate:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local or private grant, or other financial assistance accepted by a county government;
5. Emergency Ordinances;
6. Ordinances relating to procurements; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. §§ 190.005 and 190.046, Fla. Stat. Community Development Districts;
    c. § 553.73, Fla. Stat. relating to the Florida Building Code; or
    d. § 633.202, Fla. Stat. relating to the Florida Fire Prevention Code.

Legal citation: § 125.66(3) (a) – (c), Fla. Stat. and § 166.041(4)(a)-(c), Fla. Stat.

BUSINESS IMPACT ESTIMATE FORM

Posted To Webpage:

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AMENDING CHAPTER 5, ARTICLE IX OF THE CODE OF ORDINANCES RELATING TO CERTIFICATES OF USE; REPEALING AND REPLACING ORDINANCE NO. 93-04; ESTABLISHING DEFINITIONS; UPDATING CERTIFICATE OF USE APPLICATION, ISSUANCE, INSPECTION, RENEWAL, ENFORCEMENT, AND APPEAL PROCEDURES; REVISING CERTIFICATE OF USE AND RESIDENTIAL ACCESSORY USE CERTIFICATE FEES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE.

Part I.

Summary of the proposed ordinance and statement of public purpose[1]:

This ordinance repeals and replaces the City's existing Certificate of Use regulations adopted by Ordinance No. 93-04 and establishes updated procedures for the application, issuance, inspection, renewal, enforcement, suspension, revocation, and appeal of Certificates of Use. The ordinance modernizes administrative requirements, establishes inspection procedures, updates Certificate of Use and Residential Accessory Use Certificate fees, and clarifies the responsibilities of businesses seeking to establish, relocate, or modify operations within the City of West Miami. The ordinance is intended to ensure compliance with zoning, life safety, parking, landscaping, and other applicable regulations while promoting the public health, safety, and welfare.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of West Miami: (*fill out subsections a-c as applicable, if not applicable write "not applicable")*

a. Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

Businesses establishing, relocating, expanding, or changing the use or occupancy of a property within the City may incur direct compliance costs associated with obtaining or renewing a Certificate of Use. Such costs include Certificate of Use application fees, inspection and reinspection fees, expedited inspection fees when requested, and the preparation and submission of required documentation, including floor plans, site plans, permits, licenses, and other information necessary to demonstrate compliance with applicable zoning and development regulations. The amount of these costs will vary depending on the type, size, and nature of the business.

[1] Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of West Miami.

b. Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

The ordinance revises and updates the City's Certificate of Use fee schedule and establishes inspection fees applicable to businesses seeking Certificates of Use. These include an initial Certificate of Use inspection fee of $75**,** a reinspection fee of $50**,** and an optional expedited inspection fee of $150**,** together with revised Certificate of Use fees based upon occupancy type, business size, floor area, seating capacity, dwelling units, beds, or other applicable criteria. The ordinance also establishes fees for Residential Accessory Use Certificates and annual renewals. Businesses will be responsible for payment of all applicable fees as a condition of obtaining or maintaining a Certificate of Use.

c. An estimate of the City of West Miami's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The City will incur regulatory costs associated with reviewing Certificate of Use applications, conducting zoning and compliance reviews, performing inspections and reinspections, maintaining program records, processing renewals, and administering and enforcing the Certificate of Use program. The revised Certificate of Use and inspection fees are intended to recover, in whole or in part, the City's administrative and regulatory costs associated with these activities. Because the number and type of Certificate of Use applications, inspections, renewals, and business changes vary from year to year, the City cannot reasonably estimate the annual regulatory costs or revenues attributable to the revised fee schedule at this time.

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

To be determined.

Part IV. Additional Information (if any):

None.

Notice of Public Hearing - Certificate of Use Amendments Ordinance

West Miami | Publish Date: Jul 30, 2026

CITY OF WEST MIAMI NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that the City of West Miami proposes to adopt the following Ordinance: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AMENDING CHAPTER 5, ARTICLE IX OF THE CODE OF ORDINANCES RELATING TO CERTIFICATES OF USE; REPEALING AND REPLACING ORDINANCE NO. 93-04; ESTABLISHING DEFINITIONS; UPDATING CERTIFICATE OF USE APPLICATION, ISSUANCE, INSPECTION, RENEWAL, ENFORCEMENT, AND APPEAL PROCEDURES; REVISING CERTIFICATE OF USE AND RESIDENTIAL ACCESSORY USE CERTIFICATE FEES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE. A Public Hearing on the Second Reading of the Ordinance, will be held on Wednesday, August 12, 2025, at 6:00 PM, and it will take place at the City of West Miami Commission Chambers, 2nd Floor, 901 SW 62nd Avenue, West Miami, Florida.

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ORDINANCE NO. 2026-

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AMENDING CHAPTER 5, ARTICLE IX OF THE CODE OF ORDINANCES RELATING TO CERTIFICATES OF USE; REPEALING AND REPLACING ORDINANCE NO. 93-04; ESTABLISHING DEFINITIONS; UPDATING CERTIFICATE OF USE APPLICATION, ISSUANCE, INSPECTION, RENEWAL, ENFORCEMENT, AND APPEAL PROCEDURES; REVISING CERTIFICATE OF USE AND RESIDENTIAL ACCESSORY USE CERTIFICATE FEES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE. (*Sponsored by Administration).*

WHEREAS, the City Commission finds that the Certificate of Use Program is an important component of the City's zoning and land development regulations by ensuring that businesses and other uses comply with applicable zoning, occupancy, parking, landscaping, life safety, and development regulations prior to operation; and

WHEREAS, the City's existing Certificate of Use fee schedule was adopted by Ordinance No. 93-04 in 1993 and has not been comprehensively updated since that time; and

WHEREAS, the City Commission finds that administrative review costs, inspection requirements, and the complexity of modern business occupancies have changed significantly since the adoption of Ordinance No. 93-04; and

WHEREAS, the City Commission further finds that maintaining a tiered Certificate of Use fee structure based upon occupancy type and business size continues to provide a fair and equitable method of allocating administrative costs among applicants; and

WHEREAS, the City Commission desires to modernize the City's Certificate of Use regulations while preserving the City's existing tiered approach to Certificates of Use; and

WHEREAS, the City Commission finds that adoption of this Ordinance promotes the public health, safety and welfare of the residents of the City of West Miami.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Commission of the City of West Miami, Florida:

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Section 1. Purpose and Intent

The purpose of this Article is to establish uniform procedures for the issuance, renewal, inspection, administration, and enforcement of Certificates of Use to ensure that businesses and other regulated occupancies comply with the City's zoning regulations and other applicable provisions of the City Code prior to occupancy or operation, thereby promoting the public health, safety, welfare, and orderly development of the City of West Miami.

Section 2. Definitions

For the purposes of this Article, the following words and phrases shall have the meanings ascribed to them below:

"Accessory Use Certificate" means a Certificate of Use issued by the City authorizing an approved accessory or home occupation use in accordance with the provisions of the City Code.

"Business" means any commercial, industrial, professional, institutional, or other enterprise, whether operated for profit or nonprofit, that is required to obtain a Certificate of Use under this Article.

"Certificate of Use" means a written authorization issued by the City certifying that a business or occupancy complies with the applicable zoning regulations and other applicable provisions of the City Code. A Certificate of Use does not relieve the holder from obtaining any other permits, licenses, or approvals required by law.

"Change of Occupancy" means a change in the occupancy classification of a building or tenant space, or any change requiring review by the City to ensure continued compliance with applicable laws and regulations.

"Change of Use" means any change in the type, nature, or operation of a business or occupancy that requires review and approval by the City to determine compliance with applicable zoning regulations.

"Existing Business" means a business lawfully operating under a valid and unexpired Certificate of Use issued by the City.

"New Business" means any business establishing operations within the City for the first time or any business required to obtain a new Certificate of Use pursuant to this Article.

"Planning and Zoning Director" means the Planning and Zoning Director of the City of West Miami or the Director's authorized designee.

"Renewal" means the annual continuation of a valid Certificate of Use for the same business, owner or tenant, location, and approved use, provided no change has occurred requiring the issuance of a new Certificate of Use under this Article.

Words and phrases not defined in this Article shall be interpreted in accordance with their common and ordinary meaning and, where applicable, the definitions contained elsewhere in the City Code.

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Section 3. Certificate of Use Required

A Certificate of Use shall be required prior to the establishment, occupancy, relocation, or operation of any new business, and whenever a change of use, change of occupancy, or other change requiring zoning review occurs, as determined by the Planning and Zoning Director.

No person shall occupy, establish, maintain, or operate any business or use subject to this Article without first obtaining a valid Certificate of Use issued by the City. Issuance of a Certificate of Use shall be conditioned upon compliance with all applicable provisions of the City Code, including, but not limited to, zoning, building, fire, life safety, and other applicable federal, state, county, and local regulations.

A Certificate of Use shall be required for, including but not limited to:

1. The establishment of a new business;
2. The relocation of an existing business to a different location;
3. A change in the approved use of a property or tenant space;
4. A change in occupancy classification;
5. Any other circumstance requiring zoning review as determined by the Planning and Zoning Director.

The issuance of a Certificate of Use shall not relieve any person from obtaining any permit, license, approval, or authorization required by the City, Miami-Dade County, the State of Florida, or any other governmental agency having jurisdiction.

Section 4. Application Requirements

Applications for a Certificate of Use shall be submitted to the Planning and Zoning Department on forms prescribed by the City and shall be accompanied by the applicable fees and such information as may be necessary to determine compliance with the City Code. As applicable, the Planning and Zoning Director may require the following, including but not limited to:

1. A completed Certificate of Use application;
2. A floor plan identifying the proposed business layout and use of the premises;
3. A site plan, survey, or sketch depicting the property, when applicable;
4. The total square footage of the business or tenant space;
5. The proposed occupancy load or seating capacity, when applicable;
6. Copies of all required federal, state, county, or local licenses, permits, or approvals, when applicable;
7. Building permit information or certificates of completion, when applicable; and

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8. Any additional information or documentation reasonably necessary to determine compliance with the City's zoning regulations and other applicable provisions of the City Code.

The Planning and Zoning Director may require revisions or additional documentation when necessary to complete the review of an application.

Section 5. Issuance of Certificate of Use

The Planning and Zoning Director, or designee, shall issue a Certificate of Use upon determining that the proposed business or occupancy complies with the applicable provisions of the City Code and all other applicable laws and regulations. Prior to issuance, the applicant shall demonstrate, as applicable:

1. Compliance with all applicable zoning regulations;
2. Completion of all required building, fire, and life safety inspections and approvals;
3. Compliance with applicable parking, landscaping, and site development requirements;
4. Receipt of all required federal, state, county, and local permits, licenses, or agency approvals;
5. Completion of any required Certificate of Use inspection; and
6. Payment of all applicable Certificate of Use fees and any other fees required by the City.

The issuance of a Certificate of Use shall not be construed as approval of any use, structure, or activity that is otherwise prohibited by this Code or any other applicable law, nor shall it relieve the holder from the obligation to maintain compliance with all applicable laws, regulations, permit conditions, and approvals.

A Certificate of Use shall remain the property of the City and shall be made available for inspection upon request by any authorized City official.

Section 6. Non-Transferability of Certificate of Use

A Certificate of Use is issued solely to the specific business, owner or tenant, and location identified in the approved application and shall not be transferred, assigned, or conveyed to another person, business entity, tenant, or location.

A new Certificate of Use shall be required prior to any of the following:

1. A change in business ownership or legal entity, where such change requires a new Certificate of Use as determined by the Planning and Zoning Director;
2. A change in tenancy or occupancy of the premises;
3. The relocation of a business to another property or tenant space;
4. A change in the approved use or occupancy of the property; or

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5. Any expansion or modification of the business requiring additional zoning review or approval.

The Planning and Zoning Director may require the submission of a new application and supporting documentation whenever it is determined that a proposed change materially affects the information upon which the original Certificate of Use was issued.

The annual renewal of a Certificate of Use shall not constitute the issuance of a new Certificate of Use and shall not authorize the transfer of a Certificate of Use to another owner, tenant, business, or location.

Section 7. Duty to Notify

The holder of a Certificate of Use shall notify the Planning and Zoning Department, in writing, within thirty (30) calendar days of any material change to the information provided in the Certificate of Use application, including but not limited to:

1. A change in business ownership or legal entity;
2. A change in the business name;
3. A change in the mailing address;
4. A change in the business contact information, including telephone number or email address;
5. A change in the authorized business representative; or
6. Any other material change that may affect the validity of the Certificate of Use or the City's records.

Notification under this section shall not relieve the certificate holder of the requirement to obtain a new Certificate of Use when otherwise required by this Article.

Section 8. Renewal and Expiration

Certificates of Use shall be valid through September 30 of each fiscal year and shall be renewed annually. Renewal applications, together with all applicable fees and any required documentation, shall be submitted in accordance with procedures established by the Planning and Zoning Department.

A Certificate of Use that is not renewed by September 30 shall expire and shall be considered invalid. No person shall continue to operate a business requiring a Certificate of Use after its expiration until the Certificate of Use has been renewed or a new Certificate of Use has been issued, as applicable.

The Planning and Zoning Director may require a new Certificate of Use application, inspection, or additional documentation as a condition of renewal whenever it is

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determined that changes have occurred affecting compliance with this Article or the City's zoning regulations.

The annual renewal of a Certificate of Use may be processed concurrently with the City's Local Business Tax Receipt renewal process.

Section 9. Suspension and Revocation

The Planning and Zoning Director may suspend or revoke a Certificate of Use upon determining that:

1. The Certificate of Use was obtained through false, misleading, or fraudulent information;
2. The business or occupancy has been changed or expanded without the approvals required by this Code;
3. The business or occupancy no longer complies with the City's zoning regulations, the provisions of this Code, or any condition upon which the Certificate of Use was issued;
4. Any required federal, state, county, or local permit, license, or approval has been suspended, revoked, or has expired;
5. The certificate holder has failed to comply with the provisions of this Article, the City Code, or any condition or approval.

Except in cases involving an immediate threat to the public health, safety, or welfare, the Planning and Zoning Director shall provide written notice of the violation and allow the certificate holder a reasonable period of time to correct the violation before suspending or revoking the Certificate of Use.

The Planning and Zoning Director may suspend a Certificate of Use until the violation has been corrected or may revoke the Certificate of Use if the violation cannot be corrected, repeated violations occur, or the certificate holder fails to correct the violation within the time specified in the written notice.

A suspended or revoked Certificate of Use shall not be reinstated until the Planning and Zoning Director determines that the violation has been corrected and all applicable requirements of this Article have been satisfied. Reinstatement shall be subject to payment of any applicable fees and successful completion of any required inspections.

Nothing in this section shall preclude the City from pursuing any other remedy authorized by the City Code, including enforcement proceedings before the City's Code Enforcement Board.

The remedies provided in this Article are cumulative and shall not preclude the City from pursuing any other remedy authorized by the City Code or applicable law.

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Section 10. Administrative Authority

The Planning and Zoning Director, or designee, shall be responsible for the administration and enforcement of the provisions of this Article. In carrying out such responsibilities, the Planning and Zoning Director is authorized to:

1. Review and approve Certificate of Use applications in accordance with this Article;
2. Determine whether a proposed business or occupancy complies with the applicable provisions of the City Code;
3. Classify businesses and occupancies not specifically identified in the Certificate of Use fee schedule and assign such businesses or occupancies to the most comparable fee category based upon the nature of the proposed use;
4. Require the submission of additional information or documentation reasonably necessary to determine compliance with this Article;
5. Prescribe application forms and establish administrative procedures necessary to implement and administer the provisions of this Article; and
6. Conduct inspections and perform such other administrative duties as may be necessary to enforce the provisions of this Article.

The Planning and Zoning Director shall have no authority to waive the requirements of this Article or modify any fee established by ordinance.

Section 11. Certificate of Use Inspection Fees

All new Certificate of Use applications shall be subject to an initial zoning inspection by the Planning and Zoning Department to verify compliance with the applicable provisions of the City Code. The following inspection fees are hereby established:

Inspection Type	Fee
Initial Certificate of Use Inspection	$75.00
Reinspection (if required due to deficiencies)	$50.00
Expedited Certificate of Use Inspection*	$150.00

*Expedited inspections shall be provided only upon the request of the applicant and are subject to staff availability. Payment of the expedited inspection fee does not guarantee same-day or next-day service.

All applicable inspection fees shall be paid prior to scheduling the applicable inspection.

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Section 12. Certificate of Use Fee Schedule

The following Certificate of Use fees are hereby established for the review and issuance of Certificates of Use. Fees shall be based upon the occupancy classification, floor area, dwelling units, seating capacity, beds, or other applicable criteria as set forth below.

Apartment Buildings (Including Duplexes)	
Occupancy	**Fee**
1 – 12 dwelling units	$150.00
13 – 50 dwelling units	$300.00
51 dwelling units or more	$500.00
Each dwelling unit over 50	$5.00 per unit

Hotels, Motels and Rooming Houses	
Occupancy	**Fee**
1 – 12 rental units	$150.00
13 – 50 rental units	$300.00
51 rental units or more	$500.00
Each rental unit over 50	$5.00 per unit

Retail and Commercial Uses	
Floor Area	**Fee**
Up to 500 sq. ft.	$100.00
501 – 2,500 sq. ft.	$150.00
2,501 – 5,000 sq. ft.	$200.00
5,001 – 15,000 sq. ft.	$300.00
15,001 – 25,000 sq. ft.	$400.00
25,001 – 50,000 sq. ft.	$500.00
Over 50,000 sq. ft.	$750.00

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Office Uses	
Floor Area	**Fee**
Up to 500 sq. ft.	$100.00
501 – 2,500 sq. ft.	$125.00
2,501 – 5,000 sq. ft.	$175.00
5,001 – 15,000 sq. ft.	$250.00
15,001 – 25,000 sq. ft.	$350.00
25,001 – 50,000 sq. ft.	$450.00
Over 50,000 sq. ft.	$600.00

Restaurants	
Restaurants with Seating	
Occupancy	**Fee**
First 60 seats	$200.00
Each additional 20 seats	$50.00
Restaurants without Seating	
First 1,000 sq. ft.	$200.00
Each additional 1,000 sq. ft.	$50.00

Day Care Centers, Churches, and Meeting Halls	
Occupancy	**Fee**
Non-Profit (first 1,000 sq. ft.)	$150.00
For-Profit (first 1,000 sq. ft.)	$250.00
Each additional 1,000 sq. ft.	$50.00

Parking Lots and Vehicle Sales	
Floor Area	**Fee**
Up to 20,000 sq. ft.	$100.00
20,001-50,000 sq. ft.	$150.00
Over 50,000 sq. ft.	$250.00

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Amusement Parks	
Occupancy	**Fee**
All amusement parks	$1000.00

Arenas, Dance Halls, Skating Rinks, Bowling Alleys, and Theaters	
Floor Area	**Fee**
Up to 20,000 sq. ft.	$250.00
20,001 – 50,000 sq. ft.	$400.00
Over 50,000 sq. ft.	$600.00

Hospitals, Nursing Homes, and Adult Congregate Living Facilities	
Occupancy	**Fee**
Up to 100 beds	$300.00
101-200 beds	$500.00
Over 200 beds	$750.00

Private Schools	
Floor Area	**Fee**
Up to 10,000 sq. ft.	$200.00
10,001 – 50,000 sq. ft.	$400.00
Over 50,000 sq. ft.	$600.00

Miscellaneous Uses

Any business, occupancy, or use not specifically identified in this Section shall be assigned by the Planning and Zoning Director to the most comparable occupancy classification based upon the nature of the proposed use, anticipated level of review, and applicable zoning requirements. The corresponding Certificate of Use fee for the assigned occupancy classification shall apply.

Section 13. Home Occupation Accessory Use Certificates

Any person desiring to conduct a home occupation within a residential building or structure located in a residential zoning district, where permitted by the City's zoning regulations and where an Accessory Use Certificate is required under this Article, shall obtain an Accessory Use Certificate from the Planning and Zoning Department prior to commencing such use.

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Accessory Use Certificates shall be valid through September 30 of each fiscal year and shall be renewed annually in accordance with the procedures established by the Planning and Zoning Department.

The following fees are hereby established:

Residential Accessory Use Certificate	**Fee**
New Certificate	$100.00
Annual Renewal	$100.00
Applicants Sixty-Five (65) Years of Age or Older Engaged in a Home Occupation	No Charge*
Late Application or Late Renewal Penalty	Double the Applicable Fee

In the event that any residential building or structure is used or occupied for a home occupation prior to the issuance of an Accessory Use Certificate, or if an Accessory Use Certificate is not renewed prior to its expiration, an additional fee equal to double the applicable fee shall be imposed and collected before the Certificate or renewal is issued.

Accessory Use Certificates are non-transferable and shall apply only to the specific property, certificate holder, and approved home occupation for which they are issued.

The Planning and Zoning Director may require such information and documentation as reasonably necessary to determine compliance with the applicable provisions of the City Code prior to issuing or renewing an Accessory Use Certificate.

Section 14. Repeal and Replacement

Ordinance No. 93-04 is hereby repealed in its entirety. Chapter 5, Article IX of the Code of Ordinances is hereby amended to read as set forth in this Ordinance.

Section 15. Codification

It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of West Miami. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase as may be necessary.

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Section 16. Severability

The provisions of this Ordinance are declared to be severable, and if any sentence, section, 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 sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect.

Section 17. Effective Date

This Ordinance shall become effective immediately upon adoption on second reading.

PASSED and **ADOPTED** on Second Reading this _____ day of _____, 2026

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER LEHTINEN, CITY ATTORNEY

ROLL CALL:
This Ordinance was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows on Second Reading:

MAYOR ERIC DIAZ-PADRON __
VICE-MAYOR IVAN CHAVEZ, JR __
COMMISSIONER JUAN M. BLANES __
COMMISSIONER VICTORIA DE LA TORRE GANS __
COMMISSIONER GUSTAVO J. CEBALLOS __

TO: Honorable Mayor and City Commission

FROM: Administration

THROUGH: Edward Silva, City Manager

PREPARED BY: Mercedes Soler, Interim Planning & Zoning Director

DATE: July 15, 2026

SUBJECT: First Reading – Ordinance Repealing and Replacing Ordinance No. 93-04; Amending Chapter 5, Article IX – Certificates of Use

Recommendation

Administration recommends approval on First Reading of the proposed ordinance repealing and replacing Ordinance No. 93-04 and amending Chapter 5, Article IX of the Code of Ordinances relating to Certificates of Use.

Background

The City's current Certificate of Use ordinance was adopted in 1993 through Ordinance No. 93-04. While the ordinance has provided the framework for administering the City's Certificate of Use program for more than three decades, it has not been comprehensively updated to reflect current administrative practices, inspection procedures, or the complexity of modern business occupancies.

As part of Administration's ongoing review of City fees and development-related processes, staff evaluated the Certificate of Use program and determined that revisions were necessary to improve clarity, consistency, administrative efficiency, and cost recovery.

Analysis

The proposed ordinance modernizes the City's Certificate of Use regulations while maintaining the City's longstanding tiered fee structure based upon occupancy type and business size.

Among other improvements, the proposed ordinance:

- Establishes definitions for key Certificate of Use terms;
- Clarifies when a Certificate of Use is required;
- Updates application, review, issuance, and inspection procedures;
- Establishes inspection fees for new Certificate of Use applications, reinspections, and expedited inspections;

- Clarifies annual renewal requirements and expiration provisions;
- Establishes procedures for suspension and revocation of Certificates of Use;
- Clarifies that Certificates of Use are non-transferable;
- Requires notification of material business changes;
- Establishes administrative authority for implementation of the Certificate of Use program;
- Updates the Certificate of Use fee schedule; and
- Retains and clarifies the City's Home Occupation Accessory Use Certificate provisions.

The proposed fee schedule is intended to better reflect the level of staff review associated with various occupancy types while maintaining consistency and fairness in the administration of the Certificate of Use program.

Fiscal Impact

The proposed ordinance is anticipated to improve recovery of administrative costs associated with Certificate of Use application review, inspections, and program administration. Actual revenues will vary depending upon the number and type of Certificate of Use applications received annually.

Exhibits

The following documents are attached for the City Commission's review:

Agneda Item: Proposed Ordinance (First Reading)

Exhibit A: Ordinance No. 93-04

Exhibit B: Certificate of Use Fee Comparison

Exhibit C: July 6, 2026 Memorandum

Recommendation

Administration recommends approval of the proposed ordinance on First Reading.

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ORDINANCE NO. 2026-

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AMENDING CHAPTER 5, ARTICLE IX OF THE CODE OF ORDINANCES RELATING TO CERTIFICATES OF USE; REPEALING AND REPLACING ORDINANCE NO. 93-04; ESTABLISHING DEFINITIONS; UPDATING CERTIFICATE OF USE APPLICATION, ISSUANCE, INSPECTION, RENEWAL, ENFORCEMENT, AND APPEAL PROCEDURES; REVISING CERTIFICATE OF USE AND RESIDENTIAL ACCESSORY USE CERTIFICATE FEES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE. (*Sponsored by Administration).*

WHEREAS, the City Commission finds that the Certificate of Use Program is an important component of the City's zoning and land development regulations by ensuring that businesses and other uses comply with applicable zoning, occupancy, parking, landscaping, life safety, and development regulations prior to operation; and

WHEREAS, the City's existing Certificate of Use fee schedule was adopted by Ordinance No. 93-04 in 1993 and has not been comprehensively updated since that time; and

WHEREAS, the City Commission finds that administrative review costs, inspection requirements, and the complexity of modern business occupancies have changed significantly since the adoption of Ordinance No. 93-04; and

WHEREAS, the City Commission further finds that maintaining a tiered Certificate of Use fee structure based upon occupancy type and business size continues to provide a fair and equitable method of allocating administrative costs among applicants; and

WHEREAS, the City Commission desires to modernize the City's Certificate of Use regulations while preserving the City's existing tiered approach to Certificates of Use; and

WHEREAS, the City Commission finds that adoption of this Ordinance promotes the public health, safety and welfare of the residents of the City of West Miami.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Commission of the City of West Miami, Florida:

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Section 1. Purpose and Intent

The purpose of this Article is to establish uniform procedures for the issuance, renewal, inspection, administration, and enforcement of Certificates of Use to ensure that businesses and other regulated occupancies comply with the City's zoning regulations and other applicable provisions of the City Code prior to occupancy or operation, thereby promoting the public health, safety, welfare, and orderly development of the City of West Miami.

Section 2. Definitions

For the purposes of this Article, the following words and phrases shall have the meanings ascribed to them below:

"Accessory Use Certificate" means a Certificate of Use issued by the City authorizing an approved accessory or home occupation use in accordance with the provisions of the City Code.

"Business" means any commercial, industrial, professional, institutional, or other enterprise, whether operated for profit or nonprofit, that is required to obtain a Certificate of Use under this Article.

"Certificate of Use" means a written authorization issued by the City certifying that a business or occupancy complies with the applicable zoning regulations and other applicable provisions of the City Code. A Certificate of Use does not relieve the holder from obtaining any other permits, licenses, or approvals required by law.

"Change of Occupancy" means a change in the occupancy classification of a building or tenant space, or any change requiring review by the City to ensure continued compliance with applicable laws and regulations.

"Change of Use" means any change in the type, nature, or operation of a business or occupancy that requires review and approval by the City to determine compliance with applicable zoning regulations.

"Existing Business" means a business lawfully operating under a valid and unexpired Certificate of Use issued by the City.

"New Business" means any business establishing operations within the City for the first time or any business required to obtain a new Certificate of Use pursuant to this Article.

"Planning and Zoning Director" means the Planning and Zoning Director of the City of West Miami or the Director's authorized designee.

"Renewal" means the annual continuation of a valid Certificate of Use for the same business, owner or tenant, location, and approved use, provided no change has occurred requiring the issuance of a new Certificate of Use under this Article.

Words and phrases not defined in this Article shall be interpreted in accordance with their common and ordinary meaning and, where applicable, the definitions contained elsewhere in the City Code.

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Section 3. Certificate of Use Required

A Certificate of Use shall be required prior to the establishment, occupancy, relocation, or operation of any new business, and whenever a change of use, change of occupancy, or other change requiring zoning review occurs, as determined by the Planning and Zoning Director.

No person shall occupy, establish, maintain, or operate any business or use subject to this Article without first obtaining a valid Certificate of Use issued by the City. Issuance of a Certificate of Use shall be conditioned upon compliance with all applicable provisions of the City Code, including, but not limited to, zoning, building, fire, life safety, and other applicable federal, state, county, and local regulations.

A Certificate of Use shall be required for, including but not limited to:

1. The establishment of a new business;
2. The relocation of an existing business to a different location;
3. A change in the approved use of a property or tenant space;
4. A change in occupancy classification;
5. Any other circumstance requiring zoning review as determined by the Planning and Zoning Director.

The issuance of a Certificate of Use shall not relieve any person from obtaining any permit, license, approval, or authorization required by the City, Miami-Dade County, the State of Florida, or any other governmental agency having jurisdiction.

Section 4. Application Requirements

Applications for a Certificate of Use shall be submitted to the Planning and Zoning Department on forms prescribed by the City and shall be accompanied by the applicable fees and such information as may be necessary to determine compliance with the City Code. As applicable, the Planning and Zoning Director may require the following, including but not limited to:

1. A completed Certificate of Use application;
2. A floor plan identifying the proposed business layout and use of the premises;
3. A site plan, survey, or sketch depicting the property, when applicable;
4. The total square footage of the business or tenant space;
5. The proposed occupancy load or seating capacity, when applicable;
6. Copies of all required federal, state, county, or local licenses, permits, or approvals, when applicable;
7. Building permit information or certificates of completion, when applicable; and

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8. Any additional information or documentation reasonably necessary to determine compliance with the City's zoning regulations and other applicable provisions of the City Code.

The Planning and Zoning Director may require revisions or additional documentation when necessary to complete the review of an application.

Section 5. Issuance of Certificate of Use

The Planning and Zoning Director, or designee, shall issue a Certificate of Use upon determining that the proposed business or occupancy complies with the applicable provisions of the City Code and all other applicable laws and regulations. Prior to issuance, the applicant shall demonstrate, as applicable:

1. Compliance with all applicable zoning regulations;
2. Completion of all required building, fire, and life safety inspections and approvals;
3. Compliance with applicable parking, landscaping, and site development requirements;
4. Receipt of all required federal, state, county, and local permits, licenses, or agency approvals;
5. Completion of any required Certificate of Use inspection; and
6. Payment of all applicable Certificate of Use fees and any other fees required by the City.

The issuance of a Certificate of Use shall not be construed as approval of any use, structure, or activity that is otherwise prohibited by this Code or any other applicable law, nor shall it relieve the holder from the obligation to maintain compliance with all applicable laws, regulations, permit conditions, and approvals.

A Certificate of Use shall remain the property of the City and shall be made available for inspection upon request by any authorized City official.

Section 6. Non-Transferability of Certificate of Use

A Certificate of Use is issued solely to the specific business, owner or tenant, and location identified in the approved application and shall not be transferred, assigned, or conveyed to another person, business entity, tenant, or location.

A new Certificate of Use shall be required prior to any of the following:

1. A change in business ownership or legal entity, where such change requires a new Certificate of Use as determined by the Planning and Zoning Director;
2. A change in tenancy or occupancy of the premises;
3. The relocation of a business to another property or tenant space;
4. A change in the approved use or occupancy of the property; or

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5. Any expansion or modification of the business requiring additional zoning review or approval.

The Planning and Zoning Director may require the submission of a new application and supporting documentation whenever it is determined that a proposed change materially affects the information upon which the original Certificate of Use was issued.

The annual renewal of a Certificate of Use shall not constitute the issuance of a new Certificate of Use and shall not authorize the transfer of a Certificate of Use to another owner, tenant, business, or location.

Section 7. Duty to Notify

The holder of a Certificate of Use shall notify the Planning and Zoning Department, in writing, within thirty (30) calendar days of any material change to the information provided in the Certificate of Use application, including but not limited to:

1. A change in business ownership or legal entity;
2. A change in the business name;
3. A change in the mailing address;
4. A change in the business contact information, including telephone number or email address;
5. A change in the authorized business representative; or
6. Any other material change that may affect the validity of the Certificate of Use or the City's records.

Notification under this section shall not relieve the certificate holder of the requirement to obtain a new Certificate of Use when otherwise required by this Article.

Section 8. Renewal and Expiration

Certificates of Use shall be valid through September 30 of each fiscal year and shall be renewed annually. Renewal applications, together with all applicable fees and any required documentation, shall be submitted in accordance with procedures established by the Planning and Zoning Department.

A Certificate of Use that is not renewed by September 30 shall expire and shall be considered invalid. No person shall continue to operate a business requiring a Certificate of Use after its expiration until the Certificate of Use has been renewed or a new Certificate of Use has been issued, as applicable.

The Planning and Zoning Director may require a new Certificate of Use application, inspection, or additional documentation as a condition of renewal whenever it is

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determined that changes have occurred affecting compliance with this Article or the City's zoning regulations.

The annual renewal of a Certificate of Use may be processed concurrently with the City's Local Business Tax Receipt renewal process.

Section 9. Suspension and Revocation

The Planning and Zoning Director may suspend or revoke a Certificate of Use upon determining that:

1. The Certificate of Use was obtained through false, misleading, or fraudulent information;
2. The business or occupancy has been changed or expanded without the approvals required by this Code;
3. The business or occupancy no longer complies with the City's zoning regulations, the provisions of this Code, or any condition upon which the Certificate of Use was issued;
4. Any required federal, state, county, or local permit, license, or approval has been suspended, revoked, or has expired;
5. The certificate holder has failed to comply with the provisions of this Article, the City Code, or any condition or approval.

Except in cases involving an immediate threat to the public health, safety, or welfare, the Planning and Zoning Director shall provide written notice of the violation and allow the certificate holder a reasonable period of time to correct the violation before suspending or revoking the Certificate of Use.

The Planning and Zoning Director may suspend a Certificate of Use until the violation has been corrected or may revoke the Certificate of Use if the violation cannot be corrected, repeated violations occur, or the certificate holder fails to correct the violation within the time specified in the written notice.

A suspended or revoked Certificate of Use shall not be reinstated until the Planning and Zoning Director determines that the violation has been corrected and all applicable requirements of this Article have been satisfied. Reinstatement shall be subject to payment of any applicable fees and successful completion of any required inspections.

Nothing in this section shall preclude the City from pursuing any other remedy authorized by the City Code, including enforcement proceedings before the City's Code Enforcement Board.

The remedies provided in this Article are cumulative and shall not preclude the City from pursuing any other remedy authorized by the City Code or applicable law.

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Section 10. Administrative Authority

The Planning and Zoning Director, or designee, shall be responsible for the administration and enforcement of the provisions of this Article. In carrying out such responsibilities, the Planning and Zoning Director is authorized to:

1. Review and approve Certificate of Use applications in accordance with this Article;
2. Determine whether a proposed business or occupancy complies with the applicable provisions of the City Code;
3. Classify businesses and occupancies not specifically identified in the Certificate of Use fee schedule and assign such businesses or occupancies to the most comparable fee category based upon the nature of the proposed use;
4. Require the submission of additional information or documentation reasonably necessary to determine compliance with this Article;
5. Prescribe application forms and establish administrative procedures necessary to implement and administer the provisions of this Article; and
6. Conduct inspections and perform such other administrative duties as may be necessary to enforce the provisions of this Article.

The Planning and Zoning Director shall have no authority to waive the requirements of this Article or modify any fee established by ordinance.

Section 11. Certificate of Use Inspection Fees

All new Certificate of Use applications shall be subject to an initial zoning inspection by the Planning and Zoning Department to verify compliance with the applicable provisions of the City Code. The following inspection fees are hereby established:

Inspection Type	Fee
Initial Certificate of Use Inspection	$75.00
Reinspection (if required due to deficiencies)	$50.00
Expedited Certificate of Use Inspection*	$150.00

*Expedited inspections shall be provided only upon the request of the applicant and are subject to staff availability. Payment of the expedited inspection fee does not guarantee same-day or next-day service.

All applicable inspection fees shall be paid prior to scheduling the applicable inspection.

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Section 12. Certificate of Use Fee Schedule

The following Certificate of Use fees are hereby established for the review and issuance of Certificates of Use. Fees shall be based upon the occupancy classification, floor area, dwelling units, seating capacity, beds, or other applicable criteria as set forth below.

Apartment Buildings (Including Duplexes)	
Occupancy	**Fee**
1 – 12 dwelling units	$150.00
13 – 50 dwelling units	$300.00
51 dwelling units or more	$500.00
Each dwelling unit over 50	$5.00 per unit

Hotels, Motels and Rooming Houses	
Occupancy	**Fee**
1 – 12 rental units	$150.00
13 – 50 rental units	$300.00
51 rental units or more	$500.00
Each rental unit over 50	$5.00 per unit

Retail and Commercial Uses	
Floor Area	**Fee**
Up to 500 sq. ft.	$100.00
501 – 2,500 sq. ft.	$150.00
2,501 – 5,000 sq. ft.	$200.00
5,001 – 15,000 sq. ft.	$300.00
15,001 – 25,000 sq. ft.	$400.00
25,001 – 50,000 sq. ft.	$500.00
Over 50,000 sq. ft.	$750.00

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Office Uses	
Floor Area	**Fee**
Up to 500 sq. ft.	$100.00
501 – 2,500 sq. ft.	$125.00
2,501 – 5,000 sq. ft.	$175.00
5,001 – 15,000 sq. ft.	$250.00
15,001 – 25,000 sq. ft.	$350.00
25,001 – 50,000 sq. ft.	$450.00
Over 50,000 sq. ft.	$600.00

Restaurants	
Restaurants with Seating	
Occupancy	**Fee**
First 60 seats	$200.00
Each additional 20 seats	$50.00
Restaurants without Seating	
First 1,000 sq. ft.	$200.00
Each additional 1,000 sq. ft.	$50.00

Day Care Centers, Churches, and Meeting Halls	
Occupancy	**Fee**
Non-Profit (first 1,000 sq. ft.)	$150.00
For-Profit (first 1,000 sq. ft.)	$250.00
Each additional 1,000 sq. ft.	$50.00

Parking Lots and Vehicle Sales	
Floor Area	**Fee**
Up to 20,000 sq. ft.	$100.00
20,001-50,000 sq. ft.	$150.00
Over 50,000 sq. ft.	$250.00

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Amusement Parks	
Occupancy	**Fee**
All amusement parks	$1000.00

Arenas, Dance Halls, Skating Rinks, Bowling Alleys, and Theaters	
Floor Area	**Fee**
Up to 20,000 sq. ft.	$250.00
20,001 – 50,000 sq. ft.	$400.00
Over 50,000 sq. ft.	$600.00

Hospitals, Nursing Homes, and Adult Congregate Living Facilities	
Occupancy	**Fee**
Up to 100 beds	$300.00
101-200 beds	$500.00
Over 200 beds	$750.00

Private Schools	
Floor Area	**Fee**
Up to 10,000 sq. ft.	$200.00
10,001 – 50,000 sq. ft.	$400.00
Over 50,000 sq. ft.	$600.00

Miscellaneous Uses

Any business, occupancy, or use not specifically identified in this Section shall be assigned by the Planning and Zoning Director to the most comparable occupancy classification based upon the nature of the proposed use, anticipated level of review, and applicable zoning requirements. The corresponding Certificate of Use fee for the assigned occupancy classification shall apply.

Section 13. Home Occupation Accessory Use Certificates

Any person desiring to conduct a home occupation within a residential building or structure located in a residential zoning district, where permitted by the City's zoning regulations and where an Accessory Use Certificate is required under this Article, shall obtain an Accessory Use Certificate from the Planning and Zoning Department prior to commencing such use.

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Accessory Use Certificates shall be valid through September 30 of each fiscal year and shall be renewed annually in accordance with the procedures established by the Planning and Zoning Department.

The following fees are hereby established:

Residential Accessory Use Certificate	**Fee**
New Certificate	$100.00
Annual Renewal	$100.00
Applicants Sixty-Five (65) Years of Age or Older Engaged in a Home Occupation	No Charge*
Late Application or Late Renewal Penalty	Double the Applicable Fee

In the event that any residential building or structure is used or occupied for a home occupation prior to the issuance of an Accessory Use Certificate, or if an Accessory Use Certificate is not renewed prior to its expiration, an additional fee equal to double the applicable fee shall be imposed and collected before the Certificate or renewal is issued.

Accessory Use Certificates are non-transferable and shall apply only to the specific property, certificate holder, and approved home occupation for which they are issued.

The Planning and Zoning Director may require such information and documentation as reasonably necessary to determine compliance with the applicable provisions of the City Code prior to issuing or renewing an Accessory Use Certificate.

Section 14. Repeal and Replacement

Ordinance No. 93-04 is hereby repealed in its entirety. Chapter 5, Article IX of the Code of Ordinances is hereby amended to read as set forth in this Ordinance.

Section 15. Codification

It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of West Miami. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase as may be necessary.

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Section 16. Severability

The provisions of this Ordinance are declared to be severable, and if any sentence, section, 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 sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect.

Section 17. Effective Date

This Ordinance shall become effective immediately upon adoption on second reading.

PASSED and **ADOPTED** on Second Reading this _____ day of _____, 2026

APPROVED:

_____

ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____

ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

DEXTER LEHTINEN, CITY ATTORNEY

ROLL CALL:
This Ordinance was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows on Second Reading:

MAYOR ERIC DIAZ-PADRON __
VICE-MAYOR IVAN CHAVEZ, JR __
COMMISSIONER JUAN M. BLANES __
COMMISSIONER VICTORIA DE LA TORRE GANS __
COMMISSIONER GUSTAVO J. CEBALLOS __

ORDINANCE NO. 93-04

AN ORDINANCE OF THE CITY OF WEST MIAMI, FLORIDA AMENDING SECTIONS 5-102, 5-104, 5-105 AND 5-106, ARTICLE IX, CHAPTER 5 OF THE WEST MIAMI CODE BY PROVIDING INCREASES IN SERVICES FEES FOR ZONING CERTIFICATE OF USE AND OTHER SERVICES; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA:

Section 1. That Section 5-102, Article IX, Chapter 5, of the Code of the City of West Miami, Florida, be and is hereby amended as follows:

Sec. 5-102. Inspection and Service fees for Certificate of Use and annual renewals.

Section 2. That Section 5-104 Article IX, Chapter 5, of the Code of the City of West Miami, Florida, be and is hereby amended as follows:

(a) All persons applying for a certificate of use required under section 5-101 shall pay the following inspection and service fees which shall be valid through the following September 30th, and shall pay on the first day of October of each year thereafter the following renewal fees (all measurements of floor area are interior dimensions):

(1) Apartment building, including duplex:

1-12 dwelling units	$ 50.00
13-50 dwelling units	100.00
51 dwelling units or more	100.00
Plus, per unit over 50	2.00

(2) Hotel, motel, rooming house:

2-12 rental sleeping units	$ 200.00
13-50 rental sleeping units	400.00
51 rental sleeping units or more	400.00
Plus, per unit over 50	2.00

(3) Retail and/or wholesale sales and services, including public service utilities and storage:

Not exceeding 500 square feet of floor area	$ 30.00
Exceeding 500 square feet but less than 2,500 square feet of floor area	50.00
Exceeding 2,500 square feet but less than 5,000 square feet of floor area	70.00
Exceeding 5,000 square feet but less than 15,000 square feet of floor area	100.00
Exceeding 15,000 square feet but less than 25,000 square feet of floor area	110.00
Exceeding 25,000 square feet but less than 50,000	

square feet of floor area 200.00
Exceeding 50,000 square feet area 400.00

(4) Office building used for general office use for services only without merchandise or storage on the premises:

Less than 500 square feet of floor area .....$ 30.00
Exceeding 500 square feet but less than 2,500 square feet of floor area 40.00
Exceeding 2,500 square feet but less than 5,000 square feet of floor area 60.00
Exceeding 5,000 square feet but less than 15,000 square feet of floor area 80.00
Exceeding 15,000 square feet but less than 25,000 square feet of floor area 100.00
Exceeding 25,000 square feet but less than 50,000 square feet of floor area 120.00
Exceeding 50,000 square feet area 140.00

(5) Restaurant renewal fees are as follows:

a. Restaurants with seats, including bars, lounges, nightclubs, cafeterias, delicatessens and other food and beverage service establishments:

First 60 seats .....$ 80.00
Each additional 20 seats or portion thereof..... 30.00

b. food and beverage service establishments without seats:

First 1,000 square feet of floor area 80.00
Each additional 1,000 square feet or part in excess of 1,000 square feet of floor area 30.00

(6) Day care center, fraternal lodges, churches and meeting halls:

Not for profit, first 1,000 square feet of floor space ..... $ 80.00
For profit, first 1,000 square feet of floor space 110.00
Each additional 1,000 square feet or part in excess of 1,000 square feet..... 20.00

(7) Parking lots, garages, vehicle and marine sales:

Not exceeding 20,000 square feet of site area...$ 30.00

Not exceeding 20,000 square feet but less than 50,000 square feet of site area .....$ 40.00
Exceeding 50,000 square feet of site area..... 70.00

(8) Amusement parks, including off-street parking areas and all retail outlets located at principal building structure..... 700.00

(9) Arenas, dance halls, skating, pool halls and bowling lanes:

Not exceeding 20,000 square feet of floor area.. 110.00
Exceeding 20,000 square feet but less than 50,000 square feet of site area..... 220.00
Exceeding 50,000 square feet of floor area..... 400.00

(10) Theaters (live and Film):

First 100 seating capacity 200.00
100-500 seating capacity 400.00
Exceeding 500 seating capacity 600.00

(11) Private hospitals, adult congregate living facilities, nursing homes and other health care centers with beds:

Not exceeding 100 beds 200.00
Exceeding 100 beds but less than 200 beds 400.00
Exceeding 200 beds 600.00

(12) Private schools:

Not exceeding 10,000 square feet of floor area.. 100.00
Exceeding 10,000 square feet but less than 50,000 square feet of floor area 200.00
Exceeding 50,000 square feet of floor area..... 400.00

(13) Miscellaneous. All uses of buildings or premises not previously covered by this section shall be assessed a fee as provided in (3) of this section.

(14) Fees imposed in cases of prior occupations. In the event that any building or premises is used or occupied prior to issuance of a zoning certificate of use or renewal thereof, there shall be imposed, charged and collected an additional fee of double the amount required under this section of this article.

Sec. 5-104. Fees for accessory use certificates.

Section 3. That Section 5-105 Article IX, Chapter 5, of the Code

of the City of West Miami, Florida, be and is hereby amended as follows:

(a) All persons desiring to use a residential building structure located within a residential zone permitting a home occupation shall apply to the building and zoning department for an accessory use certificate, which shall be granted upon payment of an annual fee of one hundred dollars ($100.00) to the city and when issued shall be valid through the following September 30. In instances where a person sixty-five (65) years of age or over is engaged in the conduct of home occupations, there shall be no required payment of an accessory fee in conjunction with the issuance of an accessory use certificate or the subsequent renewal of such certificate. All renewals of accessory use certificates shall be made on or before October 1 of each calendar year.

(b) In the event that any building or premises is used or occupied prior to issuance of an accessory use certificate or renewal thereof, there shall be imposed, charged and collected an additional fee of double the amount required under this section of this article.

Sec. 5-105. Zoning inspection fees.

Section 4. That Section 5-106 Article IX, Chapter 5, of the Code of the City of West Miami, Florida, be and is hereby amended as follows:

(a) The City of West Miami will provide, upon request of the owner or owner's agent, an onsite inspection of properties within the City of West Miami, by the building and zoning department, to ascertain whether zoning violations openly exist on the real property.

(b) The zoning inspection fee to be paid prior to each such inspection for each lot shall be one hundred sixty dollars ($160.00).

(c) A report on the results of each such inspection will be issued to the owner or owner's agent and shall only constitute prima facie evidence of compliance/noncompliance with the zoning ordinance and shall not be conclusive proof of compliance/noncompliance with said ordinance.

(d) Should a zoning violation be observed by a city zoning inspector during the course of an onsite inspection, the property owner will be summoned to appear before the code enforcement board of the City of West Miami.

Sec. 5-106. Fee for inspections and examinations of plans for compliance with the provisions of the City of West Miami Zoning Ordinances.

(a) There is hereby established the following fee per square foot of total land area encompassed in the project at the time the application is made for the construction of a new building, change of use of building, or an addition to an existing building, for the purpose of examination of the plans and site development and subsequent inspections of the building site prior to the issuance of a certificate of occupancy and subsequent thereto to assure original and continued compliance with the provisions of the city zoning ordinance:

Single-family and duplexes (owner occupied)..... $0.007
All other uses 0.01

Section 5. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 6. If any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

Section 7. It is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the West Miami Code; and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section, article" or such other appropriate word or phrase in order to accomplish such intentions.

Section 8. This Ordinance shall take effect immediately upon passage.

PASSED AND ADOPTED this 27 day of OCTOBER 1993.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form and sufficiency

CITY ATTORNEY

Roll Call Vote:

Mayor Diaz-Padron absent
Vice Mayor Trigo Y
Commissioner Sosa Y
Commissioner Herbert Y
Commissioner Bonich Y

Date of 1st reading: 9/15/93
Date of Publication: 10-8-93
Date of 2nd reading: 10/20/93 + 10/27/93

EXHIBIT B

CITY OF WEST MIAMI

CERTIFICATE OF USE FEE COMPARISON

Current Fee Schedule (Ordinance No. 93-04) vs. Proposed Fee Schedule (2026 Ordinance)

The following table is provided for informational purposes to illustrate the proposed revisions to the City's Certificate of Use fee schedule. The existing fee schedule was adopted by Ordinance No. 93-04 in 1993. The proposed fee schedule maintains the City's tiered fee structure while updating fee amounts to better reflect current administrative review and inspection costs.

Apartment Buildings (Including Duplexes)

Occupancy	Current Fee	Proposed Fee
1–12 dwelling units	$50	$150
13–50 dwelling units	$100	$300
51 dwelling units or more	$100	$500
Each unit over 50	$2/unit	$5/unit

Hotels / Motels / Rooming Houses

Occupancy	Current Fee	Proposed Fee
2–12 rental units	$200	$300
13–50 rental units	$400	$500
51 units or more	$400	$700
Each unit over 50	$2/unit	$5/unit

Retail / Commercial Uses

Floor Area	Current Fee	Proposed Fee
Up to 500 sq. ft.	$30	$100
501–2,500 sq. ft.	$50	$150
2,501–5,000 sq. ft.	$70	$200
5,001–15,000 sq. ft.	$100	$300
15,001–25,000 sq. ft.	$110	$400
25,001–50,000 sq. ft.	$200	$500
Over 50,000 sq. ft.	$400	$750

Office Uses

Floor Area	Current Fee	Proposed Fee
Up to 500 sq. ft.	$30	$100
501–2,500 sq. ft.	$40	$125
2,501–5,000 sq. ft.	$60	$175
5,001–15,000 sq. ft.	$80	$250
15,001–25,000 sq. ft.	$100	$350
25,001–50,000 sq. ft.	$120	$450
Over 50,000 sq. ft.	$140	$600

Restaurants

With Seating	Current Fee	Proposed Fee
First 60 seats	$80	$200
Each additional 20 seats	$30	$50

Without Seating	Current Fee	Proposed Fee
First 1,000 sq. ft.	$80	$200
Each additional 1,000 sq. ft.	$30	$50

Daycare Centers / Churches / Meeting Halls

	Current Fee	Proposed Fee
Non-Profit (first 1,000 sq. ft.)	$80	$150
For-Profit (First 1,000 sq. ft.)	$110	$250
Each additional 1,000 sq. ft.	$20	$50

Parking Lots / Vehicle Sales

	Current Fee	Proposed Fee
Up to 20,000 sq. ft.	$30	$100
20,001–50,000 sq. ft.	$40	$150
Over 50,000 sq. ft.	$70	$250

Amusement Parks

Current Fee	Proposed Fee
$700	$1000

Arenas / Dance Halls / Skating / Bowling

	Current Fee	Proposed Fee
Up to 20,000 sq. ft.	$110	$250
20,001–50,000 sq. ft.	$220	$400
Over 50,000 sq. ft.	$400	$600

Theaters

	Current Fee	Proposed Fee
Up to 100 seats	$200	$300
100-500 seating capacity	$400	$500
Exceeding 500 seating capacity	$600	$700

Hospitals / Nursing Homes / Adult Congregate Living Facilities

	Current Fee	Proposed Fee
Up to 100 beds	$200	$300
101-200 beds	$400	$500
Over 200 beds	$600	$750

Private Schools

	Current Fee	Proposed Fee
Up to 10,000 sq. ft.	$100	$200
10,001–50,000 sq. ft.	$200	$400
Over 50,000 sq. ft.	$400	$600

Miscellaneous Uses

Any occupancy not specifically identified shall be assessed using the Retail/Commercial fee schedule or another comparable occupancy category as determined by the Planning & Zoning Director.

New Certificate of Use Inspection Fees

Inspection Type	Proposed Fee
Initial Inspection	$75
Reinspection	$50
Expedited Inspection	$150

Note: The proposed ordinance also establishes Certificate of Use inspection fees for initial inspections, reinspection's, and expedited inspections. These fees do not currently exist under Ordinance No. 93-04.

Home Occupation Accessory Use Certificate Fees

Certificate Type	Fee
New Certificate	$100
Annual Renewal	$100
Applicants Sixty-Five (65) Years of Age or Older Engaged in a Home Occupation	No Charge
Late Application or Later Renewal Penalty	Double the Application Fee

Notes:

- Applicants sixty-five (65) years of age or older engaged in a home occupation are exempt from the Certificate fee.

- An additional fee equal to double the applicable fee shall be imposed when a home occupation is established prior to the issuance of an Accessory Use Certificate or when an Accessory Use Certificate is not renewed prior to its expiration.

Prepared by:

Mercedes Soler, MPA
Interim Planning & Zoning Director
July 9, 2026

To: Cody McCall, Finance Director

Date: July 6, 2026

From: Mercedes Soler, Interim P & Z Director

Re: Review and Modernization of Certificate of Use Fee Schedule

Purpose:

At the request of Administration, I conducted a preliminary review of the City's Certificate of Use (CU) fee schedule and compared it with neighboring municipalities to determine whether revisions should be considered. This memorandum summarizes the findings and provides a recommendation regarding the City's Certificate of Use fees.

Local Business Tax Fees:

As part of this review, I also considered the possibility of revising the City's Local Business Tax (LBT) fees. However, I do not recommend pursuing revisions to the Local Business Tax schedule at this time.

First, the City is entering its annual Local Business Tax and Certificate of Use renewal period. Renewal notices for Fiscal Year 2026-2027 are typically prepared and distributed during August and September in advance of the October 1st renewal deadline. Initiating changes to the Local Business Tax structure at this stage could delay the renewal process and create unnecessary administrative challenges.

Additionally, Local Business Tax rates are governed by Chapter 205, Florida Statutes, which establishes procedural requirements and limitations for increasing municipal Local Business Tax rates. Unlike administrative service fees, revisions to Local Business Tax rates require additional legal review and statutory compliance before implementation.

For these reasons, I recommend deferring any review of the City’s Local Business Tax schedule until after the FY 2026-2027 renewal cycle has been completed.

Certificate of Use Fee Review:

While the fee amounts no longer reflect today's administrative and inspection costs, I believe the overall structure of the ordinance remains practical, equitable, and worth preserving.

Unlike many municipalities that assess a single flat Certificate of Use fee, West Miami recognizes that the level of staff review required varies depending on the type and size of the business.

For example, processing a Certificate of Use for a 600-square-foot professional office generally requires significantly less staff review than a 220-unit apartment complex, a large shopping center,

a restaurant, a hospital, or a school. Larger developments typically require more extensive review of zoning compliance, parking requirements, occupancy classifications, landscaping, site inspections, and coordination with other City departments and outside agencies.

For that reason, I believe maintaining a fee structure that reflects the varying levels of review provides a more equitable approach than charging every applicant the same fee.

Accordingly, I recommend retaining the City's existing tiered fee structure while modernizing the fee amounts to better reflect current administrative costs.

Comparison with Neighboring Municipalities:

A review of neighboring municipalities produced the following comparison:

Current Certificate of Use Fee Comparison		
Municipality	**Fee Type**	**Current Fee Structure**
City of West Miami	Tiered	Tiered fee schedule based on business type and square footage (1993 Ordinance)
Town of Medley	Flat	Flat fee of $125
Village of El Portal	Flat	Flat fee of $125
City of Coral Gables	Flat	Initial: $114.19; Renewal: $76.13
City of South Miami	Flat	Flat fee of $200 per Certificate of Use
City of Miami	Inspection-Based	$50 Application Fee + Inspection Fees Based on Occupancy and Square Footage

While several municipalities have adopted flat Certificate of Use fees, the City of Miami continues to utilize an inspection-based fee schedule that varies according to occupancy type and building size.

Although flat-rate systems simplify administration, I do not believe they fairly account for the varying levels of review required for different occupancy types and business sizes.

Observations

Based on my review, I offer the following observations:

- The City's Certificate of Use fee schedule has not been comprehensively updated since 1993.
- The current fee amounts no longer reflect today's administrative and inspection costs.
- The City's existing tiered structure provides a fair method of allocating fees based upon the anticipated level of review required for different occupancy types.
- A flat Certificate of Use fee may disproportionately impact smaller businesses while undercharging larger developments that require substantially more staff time and resources.
- The existing fee schedule provides a solid framework that can be modernized without changing its overall intent.

Recommendation:

Rather than adopting a single flat Certificate of Use fee, I recommend maintaining the City's existing tiered fee structure while updating the fee amounts to better reflect current administrative

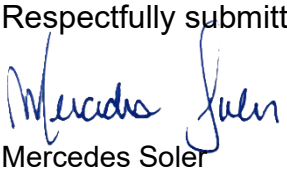
costs and the level of review required for each occupancy type.

I also recommend evaluating opportunities to simplify the existing fee schedule by consolidating similar categories where appropriate while preserving distinctions for occupancy types that require significantly different levels of review.

Finally, I recommend incorporating the Certificate of Use fees into a comprehensive City Fee Schedule, if determined to be legally appropriate, rather than maintaining fee amounts within the zoning ordinance. This would allow future administrative fee adjustments to be considered by the City Commission without requiring amendments to the zoning ordinance each time a fee revision is proposed.

Any proposed revisions would ultimately be subject to the direction of Administration and approval by the City Commission.

Respectfully submitted,



Mercedes Soler
Interim Planning & Zoning Director

Attachment A

Comparison of Certificate of Use Fees

Municipality	Initial Fee	Renewal	Fee Structure
West Miami	Tiered by occupancy type and square footage	Annual renewal	Adopted in 1993; recommended for modernization
Coral Gables	$114.19	$76.13	Flat fee
South Miami	$200.00	Same	Flat fee
Town of Medley	$125.00	Same	Flat fee
Village of El Portal	$125.00	Same	Flat fee
City of Miami	$50.00 application fee	N/A	Inspection/service fees based on occupancy type and square footage

Attachment B

Preliminary Draft Certificate of Use Fee Schedule

For Discussion Purposes Only

The following draft fee schedule is intended as a starting point for discussion and reflects a modernization of the City's existing Certificate of Use fee structure. The proposed fees maintain the City's long-standing tiered approach while updating fee amounts to better reflect current administrative costs and the level of staff review associated with different occupancy types. The proposed fees are preliminary only and are subject to further review, direction from Administration,

and approval by the City Commission.

The proposed fee amounts shown in this attachment are preliminary and intended solely to facilitate discussion. The figures do not represent a formal cost-of-service analysis and may be revised based on Administration's direction, legal review, and further evaluation of the City's administrative costs.

Apartment Buildings (Including Duplexes)

Occupancy	Current Fee	Proposed Fee
1–12 dwelling units	$50	$150
13–50 dwelling units	$100	$300
51 dwelling units or more	$100	$500
Each unit over 50	$2/unit	$5/unit

Hotels / Motels / Rooming Houses

Occupancy	Current Fee	Proposed Fee
2–12 rental units	$200	$300
13–50 rental units	$400	$500
51 units or more	$400	$700
Each unit over 50	$2/unit	$5/unit

Retail / Commercial Uses

Floor Area	Current Fee	Proposed Fee
Up to 500 sq. ft.	$30	$100
501–2,500 sq. ft.	$50	$150
2,501–5,000 sq. ft.	$70	$200
5,001–15,000 sq. ft.	$100	$300
15,001–25,000 sq. ft.	$110	$400
25,001–50,000 sq. ft.	$200	$500
Over 50,000 sq. ft.	$400	$750

Office Uses

Floor Area	Current Fee	Proposed Fee
Up to 500 sq. ft.	$30	$100
501–2,500 sq. ft.	$40	$125
2,501–5,000 sq. ft.	$60	$175
5,001–15,000 sq. ft.	$80	$250
15,001–25,000 sq. ft.	$100	$350
25,001–50,000 sq. ft.	$120	$450
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Restaurants

With Seating	Current Fee	Proposed Fee
First 60 seats	$80	$200
Each additional 20 seats	$30	$50

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	Current Fee	Proposed Fee
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Miscellaneous Uses

Any occupancy not specifically identified shall be assessed using the Retail/Commercial fee schedule or another comparable occupancy category as determined by the Planning & Zoning Director.

BUSINESS IMPACT ESTIMATE
INSTRUCTIONS

The Business Impact Estimate Form, attached to these Instructions must be filled out at the time of drafting of any proposed ordinance, unless that proposed ordinance is on the exemption list below. The filled-out Business Impact Estimate must be posted at the time the advertisement for the proposed ordinance is published.

The following proposed ordinances are exempt and do not require a Business Impact Estimate:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local or private grant, or other financial assistance accepted by a county government;
5. Emergency Ordinances;
6. Ordinances relating to procurements; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. §§ 190.005 and 190.046, Fla. Stat. Community Development Districts;
    c. § 553.73, Fla. Stat. relating to the Florida Building Code; or
    d. § 633.202, Fla. Stat. relating to the Florida Fire Prevention Code.

Legal citation: § 125.66(3) (a) – (c), Fla. Stat. and § 166.041(4)(a)-(c), Fla. Stat.

BUSINESS IMPACT ESTIMATE FORM

Posted To Webpage:

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, CREATING REGULATIONS FOR MOBILE FOOD SERVICE VENDORS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING PERMIT REQUIREMENTS AND FEES; PROVIDING FOR REGULATIONS FOR MOBILE FOOD SERVICE VENDORS; ESTABLISHING CLASSIFICATION OF VEHICLE TYPES; REGULATING SAFETY, OPERATIONAL STANDARDS, DOCUMENTATION, LOCATION, HOURS; AND ENFORCEMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Part I.

Summary of the proposed ordinance and statement of public purpose[1]:

This ordinance establishes comprehensive regulations governing the operation of mobile food service vendors, including food trucks, trailers, carts, route-based vendors, and ice cream trucks, within the City of West Miami. It creates a permitting system, establishes permit fees, classifies different types of mobile food vendors, and regulates where and how they may operate based on zoning districts. The ordinance sets standards for permitting, insurance, business licensing, operational hours, signage, sanitation, safety, alcohol sales, and enforcement, while recognizing the State of Florida's exclusive authority over food safety and licensing. It also establishes location restrictions, operational standards, and land use compatibility requirements to promote economic development while protecting public health, safety, traffic circulation, neighborhood character, and the general welfare of the community.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of West Miami: (*fill out subsections a-c as applicable, if not applicable write "not applicable")*

a. Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

Mobile food service vendors operating within the City of West Miami may incur direct compliance costs associated with obtaining and maintaining a Mobile Food Vendor Permit, securing a Local Business Tax Receipt for long-term operations, maintaining the required insurance coverage, and complying with the operational, location, documentation, and permitting requirements established by this ordinance. Businesses may also incur costs related to obtaining site authorization, fire inspections, and any other documentation required as a condition of operation. The amount of such costs will vary depending on the type of mobile food service operation, the duration of the permit, and the nature and frequency of the business activities

[1] Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of West Miami.

b. Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

The ordinance establishes new permit fees for the operation of mobile food service vendors within the City of West Miami. The fees include a $50 one-day permit**,** $100 weekly permit**,** $250 monthly permit**,** $500 annual permit for Class I through Class IV mobile food vendors, and a $150 annual permit for Class V (Ice Cream Truck) vendors. In addition, businesses operating at the same location for more than six (6) cumulative months within a twelve (12) month period will be required to obtain a Local Business Tax Receipt and zoning approval. Businesses are also responsible for maintaining the required insurance and obtaining any applicable state licenses, inspections, and other documentation required under the ordinance.

c. An estimate of the City of West Miami's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The City will incur administrative and regulatory costs associated with processing permit applications, reviewing required documentation, conducting zoning and operational compliance reviews, performing inspections as applicable, enforcing the ordinance, and administering the Mobile Food Vendor Permit program. The permit fees established by this ordinance are intended to offset, in whole or in part, the City's costs of administering and enforcing these regulations. Because the number of permit applications and the frequency of mobile food vendor operations cannot be predicted with certainty, the City cannot reasonably estimate the annual regulatory costs or the revenues that will be generated from the permit fees at this time.

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

To be determined.

Part IV. Additional Information (if any):

None.

Notice of Public Hearing - Food Trucks Ordinance

West Miami | Publish Date: Jul 30, 2026

CITY OF WEST MIAMI NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that the City of West Miami proposes to adopt the following Ordinance: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, CREATING REGULATIONS FOR MOBILE FOOD SERVICE VENDORS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING PERMIT REQUIREMENTS AND FEES; PROVIDING FOR REGULATIONS FOR MOBILE FOOD SERVICE VENDORS; ESTABLISHING CLASSIFICATION OF VEHICLE TYPES; REGULATING SAFETY, OPERATIONAL STANDARDS, DOCUMENTATION, LOCATION, HOURS; AND ENFORCEMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. A Public Hearing on the Second Reading of the Ordinance, will be held on Wednesday, August 12, 2025, at 6:00 PM, and it will take place at the City of West Miami Commission Chambers, 2nd Floor, 901 SW 62nd Avenue, West Miami, Florida.

To: Honorable Mayor and Members of the City Commission **Date:** July 15, 2026

From: Mercedes Soler, Interim P & Z Director

Agenda Item: First Reading – Mobile Food Service Vendor (Food Truck) Ordinance

Subject: Staff Report on Proposed Ordinance Regulating Mobile Food Service Vendors ("Food Trucks")

Recommendation

Staff recommends that the City Commission approve the proposed ordinance on First Reading establishing regulations governing the operation of Mobile Food Service Vendors ("Food Trucks") within the City of West Miami.

Introduction

The proposed ordinance establishes regulations for the operation of mobile food service vendors within the City of West Miami. The purpose of the ordinance is to encourage small business opportunities while ensuring that mobile food service operations are compatible with surrounding land uses and do not adversely impact public safety, traffic circulation, parking availability, or adjacent residential neighborhoods.

Although the State of Florida regulates the licensing, health, sanitation, and safety of mobile food dispensing vehicles through Chapter 509 and Section 509.102, Florida Statutes, municipalities retain the authority to regulate where and how these vehicles operate through local land development regulations.

Currently, the City of West Miami does not have comprehensive regulations governing food truck operations. The proposed ordinance establishes a clear regulatory framework for their operation while preserving the character of the City's residential neighborhoods and commercial corridors.

Background

The Planning and Zoning Department prepared a draft ordinance establishing standards for mobile food service vendors. The ordinance was presented to the Planning and Zoning Board for discussion during its public meeting on June 24, 2026.

The draft ordinance was developed after reviewing applicable Florida Statutes, ordinances adopted by other municipalities, and the City's existing zoning regulations. The proposed regulations establish operational standards, location restrictions, permit requirements, hours of operation, parking requirements, signage limitations, and enforcement provisions while

recognizing the City's limited commercial corridor and proximity of residential neighborhoods to commercial properties.

The ordinance classifies mobile food service vendors into various categories, including stationary food trucks, route-based vendors, trailer vendors, cart vendors, and ice cream trucks, allowing regulations to be tailored based upon the type of operation.

Planning & Zoning Board Discussion

During its discussion of the proposed ordinance, the Planning and Zoning Board generally supported establishing regulations for mobile food service vendors but recommended several revisions to improve compatibility with surrounding properties.

The Board recommended that commercial food truck operations not be permitted within the R-1 Single-Family Residential or R-2 Multifamily/Duplex zoning districts. Board members recognized, however, that a food truck serving a private residential event, such as a birthday party or family gathering, would be appropriate as a temporary one-day activity, provided the vehicle remains entirely on private property and does not extend into the public sidewalk or right-of-way.

The Board further recommended prohibiting food truck operations within public streets and rights-of-way, concluding that food trucks should operate only on private property or as part of an approved Special Event Permit.

Board members also discussed the importance of evaluating parking availability within commercial shopping centers. Staff noted that operating hours should be reviewed on a case-by-case basis to ensure that food truck operations do not conflict with the parking demand generated by existing businesses. For example, operations during evening hours may be appropriate where the primary businesses have already closed, thereby minimizing parking impacts.

The Board additionally discussed providing courtesy notification to adjacent commercial property owners and residential properties abutting the commercial corridor when recurring food truck operations are proposed. Although not intended as a formal public hearing process, the notification would provide neighboring property owners with advance notice of recurring operations.

Staff also discussed the possibility of requiring additional landscape buffering or screening where food truck operations are located adjacent to residential properties in order to minimize visual impacts and preserve compatibility between commercial and residential uses.

Finally, the Board recommended that food trucks associated with schools, churches, places of worship, and similar institutional properties be permitted only through the City's Special Event Permit process.

Summary of Proposed Regulations

The proposed ordinance establishes regulations that include, but are not limited to, the following:

- Establishes definitions and classifications for various types of mobile food service vendors.
- Establishes permit requirements and operational standards.
- Regulates permitted locations for mobile food service vendors.
- Prohibits routine commercial food truck operations within R-1 and R-2 residential zoning districts while allowing temporary private residential events under specified conditions.
- Prohibits food truck operations within public rights-of-way except as otherwise authorized through an approved Special Event Permit.
- Requires food trucks operating at schools, churches, places of worship, and similar institutional properties to obtain a Special Event Permit.

- Authorizes staff to evaluate operating hours and parking availability to ensure compatibility with existing commercial uses.
- Provides for consideration of buffering or screening where commercial food truck operations abut residential properties.
- Establishes signage limitations, operational standards, and enforcement procedures.

Fiscal Impact

The proposed ordinance establishes a permit process for temporary mobile food service vendor operations and authorizes permit fees as established by the City. The ordinance is expected to provide administrative oversight of food truck operations while supporting local businesses and economic activity. Any permit revenue generated will help offset administrative review and enforcement costs.

Staff Recommendation

Staff believes the proposed ordinance establishes a balanced regulatory framework that supports economic development opportunities while protecting surrounding neighborhoods, preserving parking availability, maintaining public safety, and ensuring compatibility with adjacent land uses.

Following the Planning and Zoning Board discussion, staff incorporated the Board's recommendations into the proposed ordinance prior to presentation to the City Commission.

Accordingly, staff recommends approval of the proposed ordinance on First Reading.

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ORDINANCE NO. 2026-

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, CREATING REGULATIONS FOR MOBILE FOOD SERVICE VENDORS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING PERMIT REQUIREMENTS AND FEES; PROVIDING FOR REGULATIONS FOR MOBILE FOOD SERVICE VENDORS; ESTABLISHING CLASSIFICATION OF VEHICLE TYPES; REGULATING SAFETY, OPERATIONAL STANDARDS, DOCUMENTATION, LOCATION, HOURS; AND ENFORCEMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. (*Sponsored by Administration).*

WHEREAS, the City of West Miami recognizes the increase in popularity of mobile food service vendors, commonly referred to as food trucks, as a component of local economic activity; and

WHEREAS, mobile food service vendors provide opportunities for small business development, entrepreneurship, and activation of commercial areas; and

WHEREAS, the City Commission desires to support such economic activity while ensuring compatibility with surrounding land uses and protecting the public health, safety, and welfare; and

WHEREAS, the State of Florida regulates mobile food dispensing vehicles pursuant to Chapter 381 and Section 509.102, Florida Statutes, which preempts local governments from regulating the sanitation, safety, and licensing of such vehicles; and

WHEREAS, local governments retain the authority to regulate the location, operation, hours, and land use compatibility of mobile food service vendors; and

WHEREAS, the City of West Miami currently lacks comprehensive regulations governing mobile food service vendors; and

WHEREAS, the City Commission finds that regulation of mobile food service vendors is necessary to address impacts related to traffic, parking, noise, signage, and neighborhood compatibility; and

WHEREAS, the City Commission further finds that certain types of mobile vendors, including ice cream trucks operating in residential areas, require additional safeguards including operational limitations and background verification; and

WHEREAS, the City Commission desires to establish a temporary use permitting system for mobile food service vendors, while requiring Local Business Tax Receipts for long-term or recurring operations; and

DRAFT

WHEREAS, the City Commission finds that it is in the best interest of the public to adopt regulations governing mobile food service vendors.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Commission of the City of West Miami that the Land Development Code is amended as set forth in the following amendments.

Section 1. Purpose and Intent

The purpose of this section is to regulate mobile food vendors in a manner that:

a. Protects public health, safety, and welfare;

b. Supports economic development and small businesses;

c. Ensures compatibility with surrounding land uses;

d. Minimize impacts related to traffic, parking, noise, and sanitation;

e. Establishes clear and enforceable standards.

Section 2. Definitions

"Mobile Food Service Vehicle" any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal, and for the purpose of regulation within the City is further classified as one (1) of the following***:***

"Class I – Stationary Food Truck" self-powered, road-worthy and licensed vehicle designed for the service of food from the interior of the vehicle; with inventory, food cooking, beverage preparation, and point-of-sale through a window all completely enclosed within the vehicle, and serves from a single location throughout the day and does not serve a route of multiple short stops, and does not "taxi" or respond to hailing customers.

"Class II – Route-Based Vendor" self-powered, road-worthy and licensed vehicle designed for the service of food from the interior or exterior of the vehicle; with inventory, food cooking, beverage preparation, within the vehicle, and may serve a route of multiple short stops throughout the day, and does not respond to hailing customers.

"Class III – Trailer Food Vendor" non-motorized, wheeled trailer that is readily moveable by separate tow vehicle designed for the service of food from the interior of the trailer with inventory, food cooking, beverage preparation, and window point-of-sale from within the enclosed trailer.

"Class IV – Cart Vendor" an open, wheeled vehicle that is readily moveable by hand, bicycle, or motor designed for the service of food from the exterior of vehicle

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or cart, with all inventories completely enclosed within the vehicle or cart, with cooking not permitted within, on top of, or outside of the vehicle or cart.

Class V - Ice Cream Truck: A mobile vendor primarily engaged in the sale of pre-packaged frozen desserts, typically operating within residential neighborhoods and utilizing audible signals or music.

Commissary: a place where the mobile food service vehicle is parked during non-operating hours and is restocked with inventory, cleaned inside and out, where water tanks are filled, wastewater, solid waste, and grease are disposed.

Mobile Food Vendor Permit: A temporary use permit issued by the City authorizing operation of a mobile food service vehicle for a specified duration.

Operate: Operate is the phase in which a mobile food vendor is in place, serving and selling food, setting up or breaking down. Operation does not include driving time to and from the sales location.

Stopping: is the time that a mobile food service vendor is in place, serving and selling food, with the vehicle motor turned off, brakes set in the park position, and the operator is not in the driver's seat.

Standing: is the time that a mobile food service vendor is in place, serving and selling food for a short time, and the vehicle motor may be in the on position, with brakes set in the park position.

Section 3. Permit Required Mobile food service vehicles shall not operate, park, or vend within any public street, public right-of-way, swale, sidewalk, or other City-owned right-of-way except as expressly authorized under a City-issued Special Event Permit.

a. A Mobile Food Vendor Permit shall be required for:
   i. Operation on private property open to the public
   ii. Operation at parks during times that are not part of City events
   iii. Seasonal or recurring operations
   iv. Grand openings or promotional events
   v. Any operation exceeding one (1) day

b. The following are exempt:
   i. City-sponsored or City-approved events;
   ii. Private catered events on private property and not open to the public, where the event has obtained a Special Event Permit.

c. Applicants shall provide the following documentation to obtain and maintain a permit for a mobile food vendor operation under this section:
   i. Local Business Tax (LBT) application as applicable;
   ii. Site sketch or survey showing location;
   iii. Notarized property owner authorization;
   iv. State DBPR license;
   v. Fire inspection;
   vi. Insurance ($1,000,000);

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vii. Commissary agreement as applicable.

d. Permit Fees for mobile food vendors shall are established:

Permit Type	Fee
One Day	$50
Type I, II, III, and IV Weekly	$100
Type I, II, III, and IV Monthly	$250
Type I, II, III, and IV Annual	$500
Ice Cream Truck Annual	$150

Section 4. Long-Term Operation / Local Business Tax (LBT) Requirement

a. Any mobile food service vehicle operating at the same location for more than six (6) cumulative months within a twelve (12) month period shall be required to obtain:
   i. Local Business Tax Receipt (LBT)
   ii. Zoning approval

Section 5. Location Regulations

a. Mobile food service vehicles as defined in Section 2, may operate for food service and sales in accordance with locations by type of food service vehicle as provided in the table below and additional requirements of this section.

Zoning District		Type I Stationary Truck	Type II Route Truck	Type III Trailer	Type IV Cart	Type V Ice Cream Truck
C	Commercial Mixed-Use	• on site • in parking space only	• on site • in parking space only	• on site • in parking space only	• on site • pedestrian area	• on site • in parking space
CR	Corridor Residential	• on site • in parking space only	• on site • in parking space only	• on site • in parking space only	• on site • pedestrian area	• on site • in parking space
A	Apartment	not permitted	not permitted	not permitted	not permitted	not permitted
R-5	Parking	not permitted	not permitted	not permitted	not permitted	not permitted
R-4	Parks, Public Schools	• on site • in parking space	not permitted	• on site • in parking space	• on site • pedestrian area	• on site • in parking space
R-3	Religious, Private Schools	• on site • in parking space	not permitted	• on site • in parking space	• on site • pedestrian area	• on site • in parking space
R-2	Townhouse	• on site • driveway only	not permitted	• on site • driveway only	• on site • driveway only	• on site • driveway only

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Zoning District		Type I Stationary Truck	Type II Route Truck	Type III Trailer	Type IV Cart	Type V Ice Cream Truck
R-1	Single Family Residential	• on site • driveway only	not permitted	• on site • driveway only	• on site • driveway only	• on site • driveway only
ROW	City Right-of-Way	not permitted	not permitted	not permitted	not permitted	On street only*

b. Public Right-of-Way: Mobile Food Service Vehicles may not operate on the City's public rights-of-way, except for Class V Ice Cream Trucks, consistent with all requirements of Florida Statute 316.1945(1)(b), and:~~, under the following conditions:~~

~~a. Class I, II, and III Vehicles and Ice Cream Trucks shall only be on the roadway pavement in a legal parking location, subject to the same parking rules, restrictions, and obligations that a commercial vehicle would be subject to, shall be consistent with all requirements of Florida Statute 316.1945(1)(b), and:~~

i. Shall not stop or stand and vend from, or adjacent to a handicapped parking space;
ii. Shall not stop and vend in front of a private driveway;
iii. Shall not stop and vend within 20 feet of an intersection as measured from the end of the corner radius or the stop bar;
iv. Shall not stop and vend within 30 feet of the approach to any flashing signal, stop sign, or traffic control signal;
v. Shall not stop and vend within 15 feet of a fire hydrant;
vi. Shall not stop and vend within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance;
vii. Shall not stop and vend in any place where official traffic control devices prohibit standing;
viii. Shall not stop and vend from a travel lane or a bicycle lane;
ix. Shall not stop and vend from a swale, sidewalk, or parkway;
~~x. Class I, II, and III Vehicles shall not stop and vend along any public right-of-way within or adjacent to an area zoned R-1 or R-2.~~
xi. ~~Ice Cream trucks may stop and vend along public rights-of-way within or adjacent to an area zoned R-1 or R-2; however,~~ operation shall not block any travel lanes. All service shall be from the right side of the vehicle on the curb side at all times.

~~b. Class IV carts shall not park on roadway pavement, and shall only be located on or adjacent to public sidewalks under the following conditions:~~

~~i. A 6-foot clear, pedestrian path is maintained on the sidewalk for unobstructed pedestrian passage;~~
~~ii. Shall not block any building access;~~

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~~iii. Shall not stop and vend within 20 feet of an intersection as measured from the end of the corner radius;~~
~~iv. Shall not stop and vend within 20 feet of a driveway;~~
~~v. Shall not stop and vend within 20 feet of a crosswalk;~~
~~vi. Shall not stop and vend within 15 feet of a fire hydrant;~~
~~vii. Shall not stop and vend within 15 feet of a street storm drain;~~
~~viii. Shall not stop and vend along a bicycle lane~~
~~ix. Shall not stop and vend along any public right-of-way within or adjacent to an area zoned R-1 or R-2.~~

c. Public Parks, Civic, and Institutional Uses Mobile Food Service Vehicles may operate within City of West Miami public parks, and locations that are zoned R-3 and R-4 under the following conditions:
   i. Class II vehicles are not permitted.
   ii. Class I and Class III vehicles, Ice Cream Trucks, and Class IV Carts may operate in public parks and other locations that are zoned R-3 and R-4 only in a specific area for which the operator shall have and display the authorized City permit to operate in the specific park and location for the specific time period.
   iii. Mobile food service vehicles associated with schools, churches, places of worship, or other institutional uses shall be permitted only as part of an approved Special Event Permit.
   iv. Mobile food vendors authorized to operate in City parks shall comply with the insurance requirements and conditions imposed by the City.
   ~~v. Mobile food vendors shall not play any amplified music of any kind to attract customers.~~
   vi. Class I and III mobile food trucks and Class IV mobile food carts may stop and vend in permitted locations such that the location:
      - Is a designated off-street parking space in the park
      - shall not be adjacent to a handicapped parking space;
      - A 6-foot clear, pedestrian path is maintained on an adjacent walkway for unobstructed pedestrian passage;
      - shall not block any building access;
      - shall not be within 20 feet of a driveway;
      - shall not be within 15 feet of a fire hydrant;
      - shall not be within 15 feet of a street storm drain;
      - shall be a minimum of 100 feet from any residentially-zoned property that is adjacent to the park;
      - shall not block any building access
      - a 6-foot clear, pedestrian path is maintained on an adjacent walkway for unobstructed pedestrian passage.

   ~~vi. Class IV mobile food carts may stop and vend in permitted locations such that the location:~~
   ~~i. Shall not be in a travel lane or driveway~~
   ~~ii. A 6-foot clear, pedestrian path is maintained on an adjacent walkway for unobstructed pedestrian passage;~~

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~~iii. Shall not block any building access;~~
~~iv. Shall not be within 20 feet of a driveway;~~
~~v. Shall not be within 15 feet of a fire hydrant;~~
~~vi. Shall not be within 15 feet of a street storm drain;~~
~~vii. Shall be a minimum of 100 feet from any residentially-zoned property that is adjacent to the park.~~

d. Private Residential Property: Mobile Food Service Vehicles may operate within City of West Miami at private residential properties that are zoned Single-Family (R-1), Townhouse (R-2)~~ Apartment (A), and Corridor Residential (CR)~~ under the following conditions:
   i. Class II vehicles are not permitted.
   ii. Class I, III Mobile Food Trucks, and Ice Cream Trucks may operate in private residential locations, such that the location is a designated off-street parking space; a 6-foot clear, pedestrian path is maintained on an adjacent walkway for unobstructed pedestrian passage; building access is not blocked.
   iii. Class IV Mobile Food Carts may be located in residential open space areas.
   iv. No more than one (1) Class I or III mobile food service vehicle shall operate on any subject property at any time, except as may be permitted by a special event permit issued by the City.
   ~~v. One additional mobile food service vehicle is allowed for each acre of net lot area, up to a maximum of three (3) Class I or III mobile food service vehicles per subject property. Where more than one Class I or III vehicle is permitted, there shall be a minimum spacing between vehicles of 100 feet.~~
   vi. Mobile food service vendors shall be permitted only for private, one-day events. No recurring commercial activity permitted.
   vii. Mobile food service vehicles shall not operate as a commercial use within the Single-Family (R-1), Townhouse (R-2)~~, Apartment (A), and Corridor Residential (CR)~~ zoning districts.
   viii. The temporary presence of one (1) mobile food service vehicle serving a private residential event shall be permitted without a Mobile Food Vendor Permit, provided that:
      - the event is limited to one day;
      - the vehicle remains entirely on private property;
      - no portion of the vehicle extends into the public sidewalk, swale, or right-of-way;
      - no sales are made to the general public; and
      - all applicable traffic and safety requirements are maintained.

e. Private Commercial Property Mobile Food Service Vehicles may operate within City of West Miami private residential properties that are zoned Commercial Mixed Use (C) and Corridor Residential (CR) under the following conditions:
   i. Class II vehicles are not permitted;

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ii. Mobile Food Service Vehicle operations in a commercially zoned property shall be classified as an accessory use, and shared parking shall be applied as a method for calculating parking for times when the primary business is open.

iii. Class I and III Mobile Food Trucks, Ice Cream Trucks, and Class IV Mobile Food Carts may operate in private commercial locations, such that the location is:
   - a designated off-street parking space
   - shall not be adjacent to a handicapped parking space;
   - a 6-foot clear, pedestrian path is maintained on an adjacent walkway for unobstructed pedestrian passage;
   - shall not block building access;
   - shall not be within 20 feet of a driveway;
   - shall be a minimum of 100 feet from any property that is zoned R-1, or R-2. ~~R-3, R-4, or A.~~

iv. No more than one (1) Class I or III mobile food service vehicle shall operate on any subject property at any ~~one 1~~ time, except as may be permitted by a special event permit issued by the City.

~~v. An additional mobile food service vehicle is allowed for each acre of net lot area, up to a maximum of three (3) Class I or III mobile food service vehicles per subject property. Where more than one Class I or III vehicle is permitted, there shall be a minimum spacing between vehicles of 100 feet.~~

vi. Prior to issuance of an annual or recurring Mobile Food Vendor Permit, the applicant shall provide courtesy notice to adjacent commercial and residential property owners adjacent to the commercial corridor in a form approved by the Planning Department. Such notice is informational only and shall not constitute a public hearing requirement.

vii. Where a proposed mobile food service vehicle location abuts property under existing residential use, the Planning Director may require additional landscape buffering, fencing, or screening to reduce impacts associated with lighting, noise, and visibility.

Section 6. Operational Standards

a. Mobile food vendor hours of operation shall be limited to the hours of 7:00 a.m. to 9:00 p.m. Set-up and breakdown may not extend beyond 6:00 a.m. and 10:00 p.m. The Planning & Zoning Director may further restrict approved hours of operation based upon the characteristics of the site, surrounding land uses, parking demand, or compatibility with adjacent properties.

b. All preparation, cooking, sales, and serving operations shall be self-contained.

c. Trash containers shall be required within 10 feet of the vendor and shall be of a type with an automatically closing lid and shall be maintained clean and with no more than refuse at the ¾ full level. Trash shall not be emptied into City facilities.

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d. Music and any electronically amplified sound may not be projected from the mobile food service vehicle. Unamplified acoustic music accompanying the operation may be permitted. Acoustic bells may be used for ice cream trucks,

e. There shall be no discharge of grease or wastewater on site at any time.

f. Miami-Dade County Fire and Miami-Dade Division of Environmental Resource Management (DERM) compliance is required.

g. Directions from City of West Miami Police are to be adhered to.

Section 7. Signage

a. All and any signage shall be affixed or painted on the vehicle or cart.

b. A-frame signs, banners that are not attached to the vehicle or cart, and all other freestanding signage are prohibited.

Section 8. Alcohol Sales

a. Alcohol sales are permitted only if a State license is obtained for the time and location and complies with all distance requirements from schools and other locations.

b. Alcohol sales may be further restricted by the City as to type of alcohol, location of vendor, and time of sale.

Section 9. Enforcement

a. Violation of this section shall result in permit revocation, code enforcement action, and fines as provided by City Code

Section 10. Severability The provisions of this Ordinance are declared to be severable, and if any sentence, section, 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 sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect.

Section 11. Codification It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of West Miami, Florida, and that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions.

Section 12. Effective Date This Ordinance shall take effect immediately upon enactment upon approval of the second reading.

DRAFT

PASSED and **ADOPTED** on Second Reading this _____ day of _____, 2026

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER LEHTINEN, CITY ATTORNEY

ROLL CALL:
This Ordinance was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows on Second Reading:

MAYOR ERIC DIAZ-PADRON	__
VICE-MAYOR IVAN CHAVEZ, JR	__
COMMISSIONER JUAN M. BLANES	__
COMMISSIONER VICTORIA DE LA TORRE GANS	__
COMMISSIONER GUSTAVO J. CEBALLOS	__



Mobile Food Service Vehicles
"Food Trucks"

City of West Miami

Planning and Zoning Board

July 15, 2026

Why

- Support local economy
- Incubate small business
- Support existing business with complementary use
- New local food venues for residents' enjoyment
- Protect residents from wrong place and time



Concepts

- Definitions
- State Regulation
- Location – on-street & off-street
- Operations, time, duration
- Consumption on or off-premises
- Parking
- Signage
- Application & Tracking







Mobile Food Service Vehicle Types



1. Stationary Food Truck

- *operates on-road, parking lot, private property*
- *stays in 1 location throughout day*
- self-powered, and licensed vehicle
- service of food from the interior
- completely enclosed inventory, cooking, preparation & point-of-sale through a window
- commissary for daily off-site servicing



2. Route Based Food Truck

- *operates on-road, parking lot*
- *runs route of multiple stops*
- *does not stop for hailing customers*
- self-powered, and licensed vehicle
- service of food from vehicle
- completely enclosed inventory, cooking, preparation
- commissary for daily off-site servicing

Mobile Food Service Vehicle Types



3. Trailer Vendor

- *operates on-road, parking lot, private property*
- *stays in 1 location throughout day*
- non-motorized, movable by tow vehicle
- service of food from the interior
- completely enclosed inventory, cooking, preparation & point-of-sale through a window
- commissary for daily off-site servicing





4. Cart Vendor

- *operates off-road: private property, sidewalk,* moveable by hand, bicycle or motor
- service of food from the exterior of cart
- enclosed inventory within the cart
- inventory may be kept hot or cold in cart
- cooking within, on top, or outside cart not permitted
- commissary for daily off-site servicing

Mobile Food Service Vehicle Types



5 Ice Cream Truck

- *operates on-road, parking lot*
- *runs route of multiple stops*
- *may stop for hailing customers*
- self-powered, and licensed vehicle
- service of prepared frozen deserts from vehicle
- completely enclosed inventory & preparation
- point of sale from window or outside truck

State Preemptive Regulations

Florida Statutes Chapter 509
Lodging and Food Service Establishments; Membership Campgrounds

509.102 Mobile food dispensing vehicles; preemption.—

(1) As used in this section, the term "mobile food dispensing vehicle" means any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

(2) Regulation of mobile food dispensing vehicles involving licenses, registrations, permits, and fees is preempted to the state. A municipality, county, or other local governmental entity may not require a separate license, registration, or permit other than the license required under s. 509.241, or require the payment of any license, registration, or permit fee other than the fee required under s. 509.251, as a condition for the operation of a mobile food dispensing vehicle within the entity's jurisdiction. A municipality, county, or other local governmental entity may not prohibit mobile food dispensing vehicles from operating within the entirety of the entity's jurisdiction.

(3) This section may not be construed to affect a municipality, county, or other local governmental entity's authority to regulate the operation of mobile food dispensing vehicles other than the regulations described in subsection (2).

(4) This section does not apply to any port authority, aviation authority, airport, or seaport.

History.—s. 75, ch. 2020-160.

Take-Away

- ✓ The City cannot require its own licenses, registrations, for health and safety
- ✓ The City may regulate where and how mobile food dispensing vehicles operate within the City, but cannot regulate them out of the City
- ✓ To regulate where and how, the City must adopt an ordinance.

Locations - Generally

Public ROW & Parks

Food trucks prohibited from operating or vending within City rights-of-way except under an approved Special Event Permit.

parks – special events on drives and parking areas, not pedestrian areas or grass except for carts

Private Property

plazas, open space, parking lots commercial and mixed use

single-family home parties minimize time and size of vehicle

apartment parties

minimize time and size of vehicle

places of worship

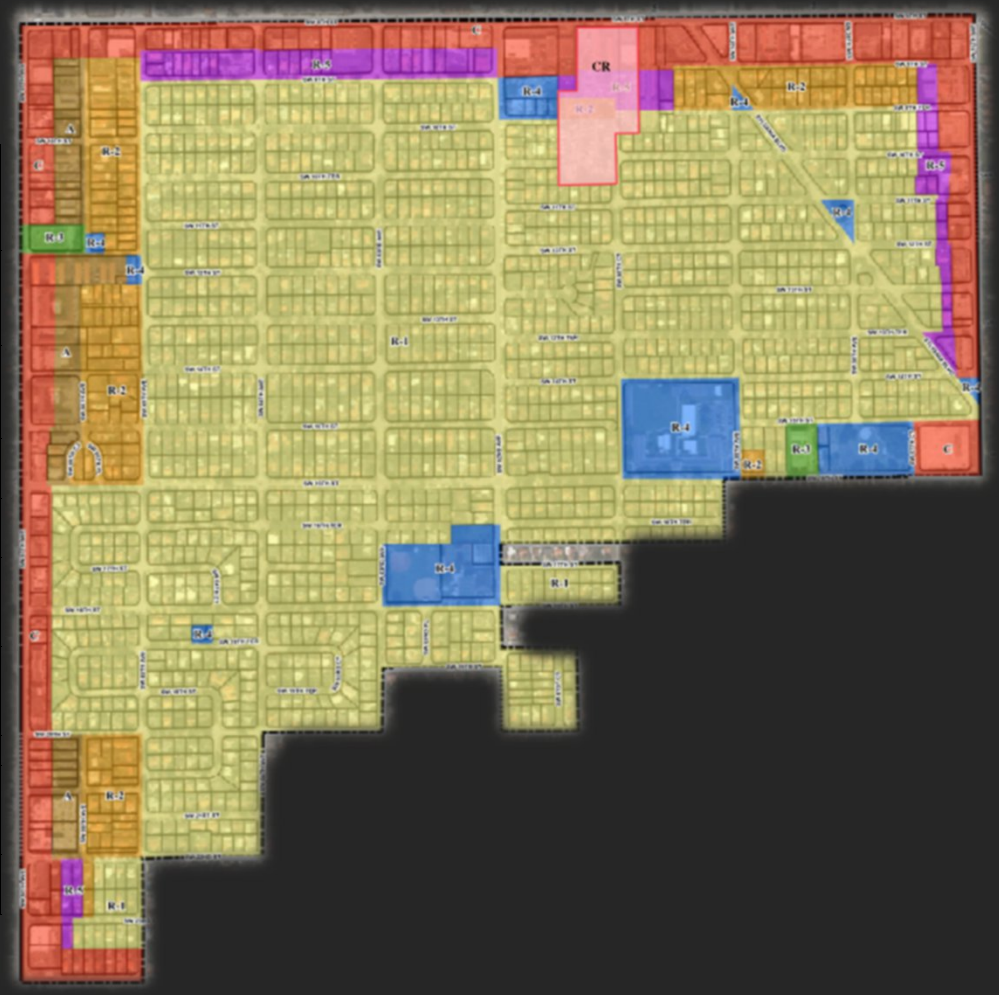
permit for special events

schools

permit for special events

Zoning Location:

Zoning District		Type I Stationary Truck	Type II Route Truck	Type III Trailer	Type IV Cart	Type V Ice Cream Truck
C	Commercial Mixed-Use	• on site • in parking space	• on site • in parking space	• on site • in parking space	• on site • pedestrian area	• on site • in parking space
CR	Corridor Residential	• on site • in parking space	• on site • in parking space	• on site • in parking space	• on site • pedestrian area	• on site • in parking space
A	Apartment	not permitted	not permitted	not permitted	not permitted	not permitted
R-5	Parking	not permitted	not permitted	not permitted	not permitted	not permitted
R-4	Parks, Public Schools	• on site • in parking space	not permitted	• on site • in parking space	• on site • pedestrian area	• on site • in parking space
R-3	Religious, Private Schools	• on site • in parking space	not permitted	• on site • in parking space	• on site • pedestrian area	• on site • in parking space
R-2	Townhouse		not permitted			
R-1	Single Family Residential	•on site •driveway only	not permitted	•on site •driveway only	•on site •driveway only	•on site •driveway only
ROW	City Right-of-Way	not permitted	not permitted	not permitted	not permitted	on street only



Time

7:00 a.m. and 9:00 p.m.

- each day of the week
- including set up and takedown

Duration

- Long term operation – 6 months

Stopping

- Cream Truck and Route Truck only
- Maximum stop time __.

Frequency

- Special events up to 1 day
- Accessory temporary use in business & mixed-use zones – renewable permit





Seating & Parking

Complementary Use to a Business

- seating according to permit
- parking according to permit

Residential Party

- per special event permit

Schools, Place of Worship Festivals

per special event permit

Parks

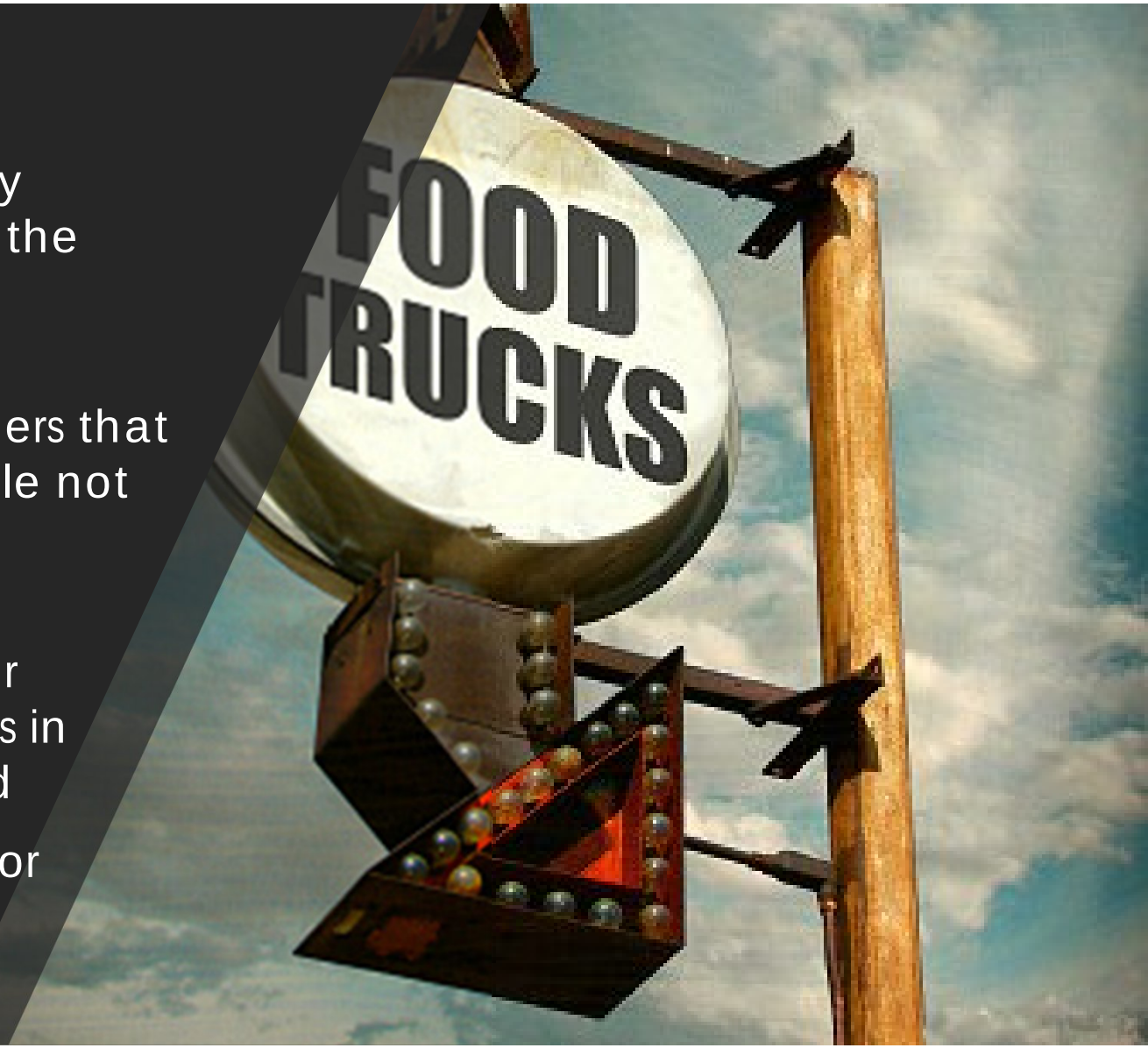
- per special event permit
- regular location by permit
- food truck festival by permit





Signs

- on vehicle - permanently affixed to or painted on the food truck
- separate from vehicle - temporary signs or banners that are separate from vehicle not permitted
- sound - temporary signs, banners, lighting or other attention-calling devices in right-of-way is prohibited
- music - amplified music or other sound to comply the noise requirements



Permitting & Tracking

Required for:

- on private property
- in parks other than City events
- seasonal or recurring events
- promotional events
- operation more than 1 day
- exempt:
  - City-sponsored events
  - private catered events on private property

Documentation:

- local business tax (LBT)
- site sketch /or survey
- Property owner authorization
- State DBPR
- fire insurance
- insurance ($1,000,000)
- commissary agreement
- permit fee payment



Thank You

BUSINESS IMPACT ESTIMATE
INSTRUCTIONS

The Business Impact Estimate Form, attached to these Instructions must be filled out at the time of drafting of any proposed ordinance, unless that proposed ordinance is on the exemption list below. The filled-out Business Impact Estimate must be posted at the time the advertisement for the proposed ordinance is published.

The following proposed ordinances are exempt and do not require a Business Impact Estimate:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local or private grant, or other financial assistance accepted by a county government;
5. Emergency Ordinances;
6. Ordinances relating to procurements; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. §§ 190.005 and 190.046, Fla. Stat. Community Development Districts;
    c. § 553.73, Fla. Stat. relating to the Florida Building Code; or
    d. § 633.202, Fla. Stat. relating to the Florida Fire Prevention Code.

Legal citation: § 125.66(3) (a) – (c), Fla. Stat. and § 166.041(4)(a)-(c), Fla. Stat.

BUSINESS IMPACT ESTIMATE FORM

Posted To Webpage:

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY OF WEST MIAMI, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST MIAMI TO ESTABLISH THE CITY OF WEST MIAMI MASTER FEE SCHEDULE AS THE CONTROLLING SOURCE FOR CITY-IMPOSED RATES, FEES, CHARGES, DEPOSITS, PERMIT FEES, LICENSE FEES, REGISTRATION FEES, INSPECTION FEES, SERVICE FEES, UTILITY CHARGES, AND OTHER COST-RECOVERY AMOUNTS; AMENDING SPECIFIC CODE SECTIONS RELATING TO WATER, SEWER, GARBAGE AND TRASH, STORMWATER, PARKS AND RECREATION, BUILDING, ZONING, PERMITS, LICENSING, AND ADMINISTRATIVE SERVICE CHARGES TO REMOVE SPECIFIC DOLLAR AMOUNTS AND REPLACE SUCH AMOUNTS WITH A REFERENCE TO THE CITY OF WEST MIAMI MASTER FEE SCHEDULE; PROVIDING THAT THE MASTER FEE SCHEDULE MAY BE ADOPTED AND REVISED FROM TIME TO TIME; AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO RECOMMEND AND ADMINISTER UPDATES TO THE MASTER FEE SCHEDULE TO ENSURE COST RECOVERY FOR CITY SERVICES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Part I.

Summary of the proposed ordinance and statement of public purpose[1]:

This ordinance amends the City of West Miami Code of Ordinances to establish the City of West Miami Master Fee Schedule as the official source for all City fees, rates, charges, deposits, permits, licenses, inspections, utility charges, and other cost-recovery amounts. The ordinance removes specific dollar amounts from numerous sections of the Code and replaces them with references to the Master Fee Schedule, allowing the City Commission to adopt and update fees through the Master Fee Schedule rather than by repeatedly amending the Code. The ordinance applies to a wide range of services, including water, sewer, sanitation, stormwater, parks and recreation, building, zoning, permitting, licensing, and administrative services, while preserving certain non-fee fiscal provisions. The purpose of the ordinance is to improve administrative efficiency, maintain fiscal transparency, and ensure that City fees can be updated as necessary to reflect the cost of providing municipal services.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of West Miami: (*fill out subsections a-c as applicable, if not applicable write "not applicable")*

a. Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

[1] Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of West Miami.

Businesses may incur costs associated with the payment of permit fees, inspection fees, licensing fees, utility charges, sanitation fees, certificates of use, and other regulatory fees established in the City of West Miami Master Fee Schedule. The amount of such costs will depend upon the type of business and the services or approvals requested. The ordinance does not impose new operational requirements on businesses but centralizes the City's fee structure into a single Master Fee Schedule.

b. Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

This ordinance establishes the City of West Miami Master Fee Schedule as the source for City fees. Businesses may be responsible for fees applicable to permits, inspections, licenses, certificates of use, utility services, sanitation services, vacation rentals, and other City services as set forth in the Master Fee Schedule. To the extent the Master Fee Schedule establishes new or revised fees, those fees will apply in accordance with its provisions.

c. An estimate of the City of West Miami's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The fees established in the Master Fee Schedule are intended to recover, in whole or in part, the City's costs of providing regulatory, permitting, licensing, inspection, utility, sanitation, and other municipal services. Because regulatory costs and related revenues depend upon the number and type of permits, licenses, inspections, and services requested, the City cannot reasonably estimate the precise amount of annual cost recovery or revenue attributable to this ordinance. Any revenues collected will be used to offset the costs of administering these municipal services.

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

To be determined.

Part IV. Additional Information (if any):

None.

ORDINANCE # 2026-__

AN ORDINANCE OF THE CITY OF WEST MIAMI, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST MIAMI TO ESTABLISH THE CITY OF WEST MIAMI MASTER FEE SCHEDULE AS THE CONTROLLING SOURCE FOR CITY-IMPOSED RATES, FEES, CHARGES, DEPOSITS, PERMIT FEES, LICENSE FEES, REGISTRATION FEES, INSPECTION FEES, SERVICE FEES, UTILITY CHARGES, AND OTHER COST-RECOVERY AMOUNTS; AMENDING SPECIFIC CODE SECTIONS RELATING TO WATER, SEWER, GARBAGE AND TRASH, STORMWATER, PARKS AND RECREATION, BUILDING, ZONING, PERMITS, LICENSING, AND ADMINISTRATIVE SERVICE CHARGES TO REMOVE SPECIFIC DOLLAR AMOUNTS AND REPLACE SUCH AMOUNTS WITH A REFERENCE TO THE CITY OF WEST MIAMI MASTER FEE SCHEDULE; PROVIDING THAT THE MASTER FEE SCHEDULE MAY BE ADOPTED AND REVISED FROM TIME TO TIME; AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO RECOMMEND AND ADMINISTER UPDATES TO THE MASTER FEE SCHEDULE TO ENSURE COST RECOVERY FOR CITY SERVICES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of West Miami finds that numerous provisions of the City Code presently state fixed dollar amounts for utility rates, service charges, deposits, permit fees, inspection fees, registration fees, park fees, sanitation fees, and other City-imposed charges; and

WHEREAS, the City Commission finds that embedding fixed dollar amounts throughout the Code makes timely administration difficult and may impair the City's ability to recover the actual costs of providing municipal services; and

WHEREAS, the City Commission desires to establish a single Master Fee Schedule as the official source for such charges, so that future changes may be implemented without repeated amendments to each individual Code section; and

WHEREAS, the City Commission further finds that certain monetary provisions in the Code, including procurement thresholds, insurance requirements, bond requirements, compensation provisions, tax exemption thresholds, and similar non-fee fiscal controls, are not intended to be superseded by this Ordinance; and

WHEREAS, the City Commission finds that adoption of this Ordinance promotes fiscal clarity, transparency, and efficient administration.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA:

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

Section 2. Establishment of Master Fee Schedule.

A. The **City of West Miami Master Fee Schedule** is hereby established as the controlling source for all City-imposed:

1. utility rates and charges,
2. service fees,
3. deposits,
4. permit fees,
5. inspection fees,
6. registration fees,
7. license fees,
8. administrative fees,

9. park and recreation fees,
10. sanitation and stormwater charges, and
11. other cost-recovery amounts imposed for City services, programs, operations, or regulatory activities.

B. The Master Fee Schedule may be initially adopted by resolution of the City Commission and thereafter revised from time to time in accordance with this Ordinance and other applicable law.

C. Any Code section, appendix, exhibit, table, or prior ordinance establishing a specific dollar amount for a charge covered by this Ordinance shall henceforth be read to mean the amount set forth in the City of West Miami Master Fee Schedule, unless expressly excluded herein.

Section 3. Sections Amended to Replace Specific Dollar Amounts with Master Fee Schedule Reference.

The following Code sections are hereby amended so that any specific dollar amount stated therein for a fee, rate, charge, deposit, permit fee, registration fee, inspection fee, or service fee is deleted and replaced with the phrase: **"See City of West Miami Master Fee Schedule."**

This amendment applies to the following sections identified as appropriate candidates for conversion to Master Fee Schedule references:

Water

1. **Sec. 15-16. - Discontinuance of service on request of customer.**
   (a) *Temporary.* Upon request of any water customer and the payment of a fee established by the master fee schedule ~~of five dollars ($5.00)~~, the City will discontinue water service to such customer on a temporary basis but will continue to retain the water deposit of such customer pending restoration of service, or notice from the customer of final termination of service. A bill for water service from the commencement of the billing period to the date of discontinuance of service will be rendered the customer; and such bill shall be for water actually consumed during the billing period notwithstanding the minimum charge herein provided. Upon forty-eight (48) hours' notice and payment of a further fee established by the master fee schedule ~~of five dollars ($5.00)~~ the City will restore water service to any customer whose service was temporarily discontinued upon request as provided above. Upon restoration of service the City shall bill the water customer for water actually consumed during such billing period notwithstanding the minimum charge herein provided.
   (b) *Final.* Upon the request of any water customer and the payment of a fee established by the master fee schedule ~~of five dollars ($5.00)~~ the City will discontinue water service to such customer and will bill the customer for water service to the date of discontinuance. Upon the payment of a fee established by the master fee schedule ~~of five dollars ($5.00)~~, and required deposit, if a different or new water customer, the City will restore water service to location where discontinued, provided that all charges and fees for water service to such location have been paid in full.
2. Sec. 15-17, Examination fee for water meter

Upon request of any water customer and the payment of a service fee established by the master fee schedule ~~of ten dollars ($10.00)~~, the City will examine the customer's water meter to determine if the water meter was properly read by the City for billing purposes. In the event the City determines that the water meter reading was inaccurate or the water meter was not operating properly, then and in that event the ~~ten dollars ($10.00)~~ service fee would be applied to the customer's water bill.

3. Sec. 15-48, Schedule of rates; meter reading; billing

There is hereby established the following schedule of rates and charges for services rendered by the municipal water distribution system of the City.

(1) A minimum charge established by the master fee schedule ~~of eighteen dollars and fifty cents ($18.50)~~ for water furnished in a quarterly period not to exceed one thousand five hundred (1,500) cubic feet;

(2) A charge established by the master fee schedule ~~of one dollar and eighty-three cents ($1.83)~~ per one hundred (100) cubic feet in excess of one thousand five hundred (1,500) cubic feet for water furnished in a quarterly billing period commencing on October 1, 1993;

4. Sec. 15-50, Minimum service charge, no consumption

Whenever any water customer of the City has no consumption of water during an entire billing period the minimum service charge shall be as established in the master fee schedule ~~eighteen dollars and sixty cents ($18.60)~~.

5. Sec. 15-52, Deposit required

(a) Single family and duplex. Upon payment to the City of a deposit established by the master fee schedule ~~of one hundred dollars ($100.00)~~ per residential unit by the real property owner(s), the City will furnish water service to single-family and duplex residences.

(b) Commercial and multifamily. Water deposits shall be collected from the real property owner(s) of commercial property and multifamily residential property as established in the master fee schedule ~~as follows:~~

Meter Size	Deposit
⅝" and ¾"	~~$100.00~~ See Master Fee Schedule
1"	~~$150.00~~ See Master Fee Schedule
1½"	~~$200.00~~ See Master Fee Schedule
2"	~~$320.00~~ See Master Fee Schedule
3"	~~$500.00~~ See Master Fee Schedule

Sec. 15-53. - Billing for water charges.

(a) Accounts grouped. For the purpose of staggered quarterly billing:
(1) Accounts 1001876 through 1996899 shall constitute ~~Group~~ Cycle 1.
(2) Accounts 2001543 through 2851628 shall constitute ~~Group~~ Cycle 2.
(3) Accounts 3001482 through 3991601 shall constitute ~~Group~~ Cycle 3.
(b) Billing.
(1) ~~Group~~ Cycle 1 Accounts shall be billed quarterly ~~on or about February 1, May 1, August 1 and November 1~~.
(2) ~~Group~~ Cycle 2 Accounts shall be billed quarterly ~~on or about March 1, June 1, September 1 and December 1~~.
(3) ~~Group~~ Cycle 3 Accounts shall be billed quarterly ~~on or about April 1, July 1, October 1 and January 1~~.

6. Sec. 15-55, Delinquency penalties imposed

If any bill for water services shall be and remain due and unpaid on or after thirty (30) days from the date of said bill, a delinquency penalty established by the master fee schedule ~~of ten dollars ($10.00)~~ shall be charged and added to such bill.

7. Sec. 15-56, Discontinuing service for delinquency; resumption of service

If any bill for water service shall be and remain due and unpaid on or after thirty (30) days from date of said bill for water service, the water service to such customer so in arrears may be discontinued without notice, and must be turned off after forty-five (45) days. In the event service is discontinued for nonpayment of the bill for water service, the unpaid bill must be paid in full prior to service being resumed, together with a service fee established by the master fee schedule ~~of twenty dollars ($20.00)~~ for discontinuing water service. In addition, a service charge established by the master fee schedule ~~of twenty dollars ($20.00)~~ must be paid at the same time to reimburse the City for its expense in connection with resuming service.

8. Sec. 15-58, Tap-in charges; additional water meter

(a) Whenever it shall be found necessary to tap into the pipe lines of the City in order to supply any customer of the City with water, a tapping charge shall be made as established in the master fee schedule as follows: For a ¾" pipe .....~~$60.00~~ see master fee schedule For a 1" pipe .....~~90.00~~ see master fee schedule For a 1½" pipe .....~~150.00~~ see master fee schedule For a 2" pipe .....~~210.00~~ see master fee schedule.
(b) Whenever a second water meter is installed in any premises where the customer desires to provide water for outdoor use where the wastewater thereof is not in any way connected to the City's wastewater sewer system, a second meter charge established by the master fee schedule ~~in the sum of one hundred twenty-five dollars ($125.00)~~ shall be charged together with the appropriate tap-in charge, deposit and any other charges provided in any provision of the code of City of West Miami.

Sec. 15-77. - Penalties.

Every person convicted of a violation of any provision of this article, or any rule or regulation adopted or issued pursuant thereof shall be punished as follows:
(1) A warning shall be issued for the first offense by any individual;
(2) A civil penalty as established in the master fee schedule ~~of fifty dollars ($50.00)~~ shall be issued to any individual for each subsequent violation.

Sewer

9. Sec. 16-73.1, Sanitary sewer capacity fees

(g)(2) Applicable sanitary sewer capacity fees are set forth in the master fee schedule ~~schedule as of 8:00 a.m., September 19, 2007~~:

Meter Size (inches)*	Meter Type	Capacity Fee
0.75	Displacement	~~$4,105.00~~ See Master Fee Schedule
1.00	Displacement	~~$6,839.00~~ See Master Fee Schedule
1.50	Displacement/Turbine	~~$13,103.00~~ See Master Fee Schedule
2.00	Displacement/Turbine	~~$20,833.00~~ See Master Fee Schedule

3.00	Displacement	~~$39,300.00~~ See Master Fee Schedule
3.00	Compound	~~$41,907.00~~ See Master Fee Schedule
3.00	Turbine	~~$46,976.00~~ See Master Fee Schedule
4.00	Compound	~~$66,637.00~~ See Master Fee Schedule
4.00	Turbine	~~$80,342.00~~ See Master Fee Schedule

(j)(1)(a) Petitions for a capacity fee determination, refund of capacity fees and/or credit against capacity fees shall be submitted using the petition process, requirements and time limits provided herein. All petition requests shall be accompanied by a fee established by the master fee schedule ~~of one hundred dollars ($100.00)~~.

10. Sec. 16-73.2, Improvement/connection charges

(b)(1) Each owner shall pay to the City, a flat fee established by the master fee schedule ~~of thirty-five hundred dollars ($3,500.00)~~ up to thirty-five hundred (3,500) square feet and an additional charge as established in the master fee schedule ~~one dollar ($1.00)~~ per each square foot over and above thirty-five hundred (3,500) square feet.

(2) Each user of an R-1 zoned property residing therein as his or her permanent residence in the City may apply for financing of the City's improvement/connection charge and the County's connection charge as follows:

a. Improvement/connection charge payment plan.

1. The City offers the user of R-1 zoned property a low interest payment system to assist those users who would chose a deferred payment plan. Those users selecting this deferred payment plan shall execute a deferred payment contract with the City and shall, in a recordable form, agree to be bound by the terms of said contract and would agree to record at the user's expense not to exceed the amount as established in the master fee schedule ~~of ten dollars and fifty cents ($10.50)~~ for recording of said documents together with any required of documentary or intangible stamp payment, said payment contract encumbering their real estate property with the Clerk of the Court. Said deferred payment plan shall not be transferable and shall be paid off at time of transference of the property.

2. The financing payment will be as established in the master fee schedule as follows:

Down payment as established in the master fee schedule ~~$257.26~~, and:

If financed for one (1) year there shall be no interest charged and the monthly payment shall be as established in the master fee schedule ~~$220.31~~ per month, or

If financed for five (5) years there shall be an annual interest rate as established in the master fee schedule ~~of four (4) percent~~ charged on the unpaid balance and payment of principal and interest shall be as established in the master fee schedule ~~of $48.63~~ per month, or

If financed for ten (10) years there shall be an annual interest rate as established in the master fee schedule ~~of five (5) percent~~ charged on the unpaid balance and payment of principal and interest shall be as established in the master fee schedule ~~$27.64~~ per month, or

If financed for fifteen (15) years there shall be an interest rate as established in the master fee schedule ~~of six (6) percent~~ charged on the unpaid balance and payment of principal and interest shall be as established in the master fee schedule ~~$21.37~~ per month

There shall be no pre-payment penalty and the user shall be able to pay amounts due without interest charge at any time.

b. WASA connection charge.

1. The WASA connection charge, if financed over a five (5) year period shall bear an annual interest rate as established in the master fee schedule ~~of zero (0) percent~~ and payment of principal shall be as established in the master fee schedule ~~twelve dollars and eighty-three cents ($12.83)~~ per month.

2. The WASA connection charge will be financed for County customers and rental properties also.

c. County customers. Financing for County customers will apply as follows:

1. Twelve (12) months as established in the master fee schedule ~~zero (0) percent~~ financing as established in the master fee schedule ~~two hundred twenty dollars and thirty-one cents ($220.31)~~ per month.

2. Two (2) year financing of the fee established in the master fee schedule ~~two thousand nine hundred six dollars ($2,906.00)~~ at ~~six and one-half (6.5)~~ a percent established by the master fee schedule ~~(two thousand nine hundred six dollars ($2,906.00)~~ less ~~two hundred fifty seven dollars ($257.00)~~ down payment): ~~$126.12~~ The fee schedule establishes the total per month.

3. Three (3) year financing of the fee established in the master fee schedule ~~two thousand nine hundred six dollars ($2,906.00)~~ at ~~six and one-half (6.5)~~ a percent established by the master fee schedule ~~(two thousand nine hundred six dollars ($2,906.00)~~ less ~~two hundred fifty seven dollars ($257.00)~~ down payment): ~~$85.93~~ The fee schedule establishes the total per month.

4. Five (5) year financing of the fee established in the master fee schedule ~~two thousand nine hundred six dollars ($2,906.00)~~ at ~~six and one-half (6.5)~~ a percent established by the master fee schedule ~~(two thousand nine hundred~~

six dollars ($2,906.00) less two hundred fifty seven dollars ($257.00) down payment): $58.50 The fee schedule establishes the total per month.
d. City rental properties.
1. Twelve (12) months as established in the master fee schedule zero (0) percent financing as established in the master fee schedule two hundred twenty dollars and thirty-one cents ($220.31) per month
2. Two (2) year financing of the fee established in the master fee schedule two thousand nine hundred six dollars ($2,906.00) at six and one-half (6.5) a percent established by the master fee schedule (two thousand nine hundred six dollars ($2,906.00) less two hundred fifty-seven dollars ($257.00) down payment): $126.12 The fee schedule establishes the total per month.
3. Three (3) year financing of the fee established in the master fee schedule two thousand nine hundred six dollars ($2,906.00) at six and one-half (6.5) a percent established by the master fee schedule (two thousand nine hundred six dollars ($2,906.00) less two hundred fifty-seven dollars ($257.00) down payment): $85.93 The fee schedule establishes the total per month.
4. Five (5) year financing of the fee established in the master fee schedule two thousand nine hundred six dollars ($2,906.00) at six and one-half (6.5) a percent established by the master fee schedule (two thousand nine hundred six dollars ($2,906.00) less two hundred fifty-seven dollars ($257.00) down payment): $58.50 The fee schedule establishes the total per month.

Garbage and Trash / Sanitation

11. Sec. 8-26, Schedule of fees; definitions

(b)(1) Residential property. Where additional garbage, or trash, or garbage and trash is accumulated, requiring containers in excess of two (2), the following charge per pickup shall be levied for each additional container or the equivalent in quantity: as established in the master fee schedule $1.00 per 30-gallon container. $7.00 per cubic yard.
(2) Commercial property. The owners, operators, tenants and occupants of commercial property as defined herein, shall pay to the City a fee as established in the master fee schedule two hundred and fifty dollars ($250.00) per year or a portion thereof, on September 1st of each and every year for the collection by the City, of garbage, trash and garden trash for up to four (4) thirty-gallon containers once per week and an additional charge as established in the master fee schedule one dollar ($1.00) per thirty-gallon container in excess thereof or the equivalent in quantity. Notwithstanding any provisions to the contrary in this chapter, garbage shall be required to be collected twice per week for commercial properties as defined here. There shall be levied and paid an additional service charge for the second pickup of garbage as established in the master fee schedule of fifteen dollars ($15.00) per week. In addition, where more than one (1) pickup per week is required or requested for pickup of trash and garden trash, there should be levied and charged for the additional pickups of trash and garden trash the sum as established in the master fee schedule of fifteen dollars ($15.00) per pickup.

12. Sec. 8-28, When fees due; penalty for delinquency

All fees provided for by this article shall be paid within the calendar month in which billed and if not paid within such calendar month shall thereupon be deemed delinquent and shall remain delinquent until paid in full together with any penalties as hereinafter provided. Fees paid at any time during the calendar month following the month of billing shall be increased by a penalty as established in the master fee schedule of fifty cents ($0.50); fees paid at any time during the second calendar month following the billing month shall be increased by a penalty as established in the master fee schedule of one dollar ($1.00); and fees paid in any calendar month thereafter shall be increased by an amount equal to a penalty as established in the master fee schedule fifty cents ($0.50) times the number of calendar months, or portions thereof, following the billing month.

13. Sec. 8-29, Annual fee for waste collection and disposal

(b) Effective October 1st, 2011 there shall be an annual fee as established in the master fee schedule of three hundred fifty dollars ($350.00) assessed upon all residential living units within the City of West Miami, as defined in section 8-1. The annual fee shall be collected quarterly in the amount as established in the master fee schedule of eighty-seven dollars and fifty cents ($87.50).

14. Sec. 8-30, Fee for collections in excess of eight cubic yards

Commencing on October 1st, 2011, a fee in the amount as established in the master fee schedule of seven dollars ($7.00) per cubic yard shall be imposed for individual trash collection in excess of eight (8) cubic yards for the entire collection. There shall be no charges for individual excess trash collection less than eight (8) cubic yard per living unit.

15. Sec. 8-31, Fee imposed for the collection of bulky items

Commencing with March 20, 1995, a fee in the amount as established in the master fee schedule of ten dollars ($10.00) per item shall be imposed for the collection of bulky items.

16. Sec. 8-42, Franchise fee and permit fees

(d) Each and every franchisee shall pay a permit per account fee annually for as established in the master fee schedule one hundred dollars ($100.00) for each account with whom they contract for the provision of commercial

solid waste services. The franchisee may only pass on an amount not to exceed as established in the master fee schedule ~~forty-eight dollars ($48.00)~~ of said permit per account fee to each contracted customer.
(e) Each franchisee utilizing large containers and/or roll-offs shall pay a temporary roll-off/container permit fee, per account, for each container/roll-off utilized to provide solid waste services requiring such containers. The as established in the master fee schedule ~~fifty dollars ($50.00)~~ fee shall be for a ninety (90) day period and will be assessed every ninety (90) days the container remains on site.

17. Sec. 8-50, Registration fee

The applicant for registration shall pay a registration fee as established in the master fee schedule ~~of twenty dollars ($20.00)~~ at the time of filing the application.

18. Sec. 8-86, Application and permit fees

(a) If the applicant for a permit hereunder is a paid distributor of samples or commercial handbills, an application fee as established in the master fee schedule ~~of ten dollars ($10.00)~~ shall be paid by the applicant to the City Manager.
(b) In addition to the application fee provided above, persons who are required to pay such fee shall also pay a permit fee as established in the master fee schedule ~~of fifty cents ($0.50) per week, or two dollars ($2.00) per month, or twenty dollars ($20.00) per year~~; provided, however, that where one (1) or more persons are engaged in the delivery of samples or commercial handbills of one (1) publisher under the supervision of one (1) person, only the supervisor shall be required to pay the permit fee herein provided, but all persons working under such supervisor must obtain a permit as herein provided.

Stormwater

19. Sec. 17-24, Schedule of rates

The following rates are hereby established within the City of West Miami:
(1) The rates to be charged for management for each single family residence or dwelling unit shall be as established in the master fee schedule ~~one dollar and seventy-five cents ($1.75)~~ per month.
(2) The rates to be charged for commercial properties, i.e., all other occupants other than provided for in subsection (1) of this section, shall be the rate established in subsection (1) ~~(one dollar and seventy-five cents ($1.75) per month)~~ multiplied by the number of single family equivalent units. Single family equivalent unit equals the total square footage of impervious area of the property divided by one thousand four hundred (1,400) square feet (statistically developed average for a single family residence in the City of West Miami). Single-family equivalent units will be rounded to the nearest tenth (0.1) of a unit. With a minimum charge of E.R.U. or as established in the master fee schedule ~~one dollar and seventy-five cents ($1.75)~~ per month.

Parks and Recreation

20. Sec. 11-26, Reserved use of Edmund P. Cooper Park; gazebo; permit fee; deposit; terms

(a) Permit fees; reserved use of Edmund P. Cooper Park.
(1) Before any permit is issued for the reserved use of that portion of Edmund P. Cooper Park abutting Southwest 15th Street and Southwest 16th Street between Southwest 58th Avenue and Southwest 59th Avenue, under sections 11-19 through 11-21 of this Code, the permittee shall pay to the City the following fees and deposits for reserved use of the park, provided that all events conclude at sundown:
a. Resident permittee: as established in the master fee schedule ~~one hundred dollars ($100.00)~~;
b. Nonresident permittee: as established in the master fee schedule ~~two hundred and twenty-five dollars ($225.00)~~.
(2) If an inspection by the Police Department after such use shows that the area used by the permittee is cleaned and orderly and that all provisions of Chapter 11 of this Code have been complied with, then the following refund shall be made:
a. Residential permittee: as established in the master fee schedule ~~forty dollars ($40.00)~~;
b. Nonresidential: as established in the master fee schedule ~~Seventy-five dollars ($75.00)~~.
c. If such inspection shows evidence of noncompliance with the aforesaid provisions, no refund shall be made.
(b) Permit fees and refunds for reserve use of gazebo.
(1) Before any reserved use of the gazebo in the park may be issued, the permittee shall pay for said use the following sums:
a. Resident permittee: as established in the master fee schedule ~~one hundred dollars ($100.00)~~; ~~forty dollar ($40.00)~~ deposit and ~~seventy-five ($75.00)~~ non-refundable clean up fee.
b. Nonresident permittee: as established in the master fee schedule ~~two hundred twenty-five dollars ($225.00)~~; ~~seventy-five dollar ($75.00)~~ deposit and ~~seventy-five ($75.00)~~ non-refundable clean up fee.
(2) If an inspection by the Police Department after such use shows that the area used by the permittee is cleaned and orderly and that all provisions of Chapter 11 of this Code have been complied with, then the following refund shall be made:
a. Residential permittee: as established in the master fee schedule ~~forty dollars ($40.00)~~
b. Nonresidential permittee: as established in the master fee schedule ~~seventy-five dollars ($75.00)~~.
c. If such inspection shows evidence of noncompliance with the aforesaid provisions, no refund shall be made.

21. Sec. 11-27, Community center; nonresident fees

The City shall impose the following fees upon nonresidents for the multiple uses of the City's community center as established in the master fee schedule:

~~Nonresidents—Parties: $375.00 rental fee, $150.00 deposit, $75.00 clean-up fee (nonrefundable).~~
~~Nonresidents—Wedding: $600.00 rental fee, $200.00 deposit, $75.00 clean-up fee (nonrefundable).~~
~~Nonresidents—New Year's Party: $600.00 rental fee, $200.00 deposit, $75.00 clean-up fee (nonrefundable).~~
~~Nonresidents—Non-profit organizations: $75.00.~~
~~Profit organizations: $150.00.~~

Building / Zoning / Permit / Inspection Fees

22. Sec. 5-8, Alarm system permits; renewal; fees

(a) Whenever any person desires to install an alarm system or to maintain an existing alarm system on any premises, an application for permit shall be submitted to the City together with an application and permit fee as established in the master fee schedule ~~in the sum of fifty dollars ($50.00)~~.

(b) All alarm system permits issued pursuant to subsection (a) hereof shall expire on September 30. Thereafter, an annual renewal permit shall be obtained on October 1 of each year. An annual permit fee as established in the master fee schedule ~~of thirty-five dollars ($35.00)~~ shall be paid at the time of renewal.

(c) A third false alarm shall require a ~~thirty-five-dollar ($35.00)~~ fee for service as established in the master fee schedule.

23. Sec. 5-77, Permit fees; schedule

Any person, firm or corporation desiring to do work on or to make excavations in the streets, parks, parkways, sidewalks, alleys, or easements shall secure a permit thereof from the director of public works. The fee for such permit shall be as established in the master fee schedule ~~as follows:~~

~~Asphalt Paving: Zero to 50 sq. yds. .....$25.00; Additional over 50 sq. yds., per 50 sq. yds. .....$15.00~~
~~Barricades: Zero to 50 ft. .....$25.00; Additional over 50 ft. per 100 ft. or fraction thereof .....$15.00~~
~~Covered Walkways: Zero to 50 ft. .....$50.00; Additional over 50 ft. per 50 ft., or fraction thereof .....$25.00~~
~~Encroachments: Two and one-half (2½) times employee's hourly rate to include overhead. If applicable, Consultant's fee will be added. $100.00 minimum.~~
~~Excavations for Underground Construction: Zero to 250 sq. ft. .....$50.00; Next 250 sq. ft. .....$25.00; Additional over 500 sq. ft. per 250 sq. ft. or fraction thereof .....$10.00~~
~~Landscaping: Zero to 250 sq. ft. .....$100.00; Additional over 250 sq. ft. per 250 sq. ft. or fraction thereof .....$25.00~~
~~Sealing or Resurfacing Existing Asphalt Paving: Zero to 100 sq. yds. .....$25.00; Additional over 100 sq. yds. per 100 sq. yds. .....$15.00~~
~~Fire Hydrant Installation and Fire Protection Sprinkler System, approved by National Board of Fire Underwriters and/or the County Fire Department—No charge by City.~~

24. Sec. 5-102, Inspection and service fees for certificate of use and annual renewals

(a) All persons applying for a certificate of use required under section 5-101 shall pay the following inspection and service fees as established in the master fee schedule which shall be valid through the following September 30th, and shall pay on the first day of October of each year thereafter the ~~following~~ renewal fees (all measurements of floor area are interior dimensions)established in the master fee schedule.~~:~~

~~(1) Apartment building, including duplex: 1—12 dwelling units .....$50.00; 13—50 dwelling units .....$100.00; 51 dwelling units or more .....$100.00; Plus, per unit over 50 .....$2.00~~
~~(2) Hotel, motel, rooming house: 2—12 rental sleeping units .....$200.00; 13—50 rental sleeping units .....$400.00; 51 rental sleeping units or more .....$400.00; Plus, per unit over 50 .....$2.00~~
~~(3) Retail and/or wholesale sales and services, including public service utilities and storage: Not exceeding 500 sq. ft. .....$30.00; Exceeding 500 but less than 2,500 .....$50.00; 2,500 to less than 5,000 .....$70.00; 5,000 to less than 15,000 .....$100.00; 15,000 to less than 25,000 .....$110.00; 25,000 to less than 50,000 .....$200.00; Exceeding 50,000 .....$400.00~~
~~(4) Office building used for general office use for services only without merchandise or storage on the premises: Less than 500 sq. ft. .....$30.00; 500 to less than 2,500 .....$40.00; 2,500 to less than 5,000 .....$60.00; 5,000 to less than 15,000 .....$80.00; 15,000 to less than 25,000 .....$100.00; 25,000 to less than 50,000 .....$120.00; Exceeding 50,000 .....$140.00~~
~~(5) Restaurants: a. With seats — First 60 seats .....$80.00; Each additional 20 seats .....$30.00. b. Food and beverage without seats — First 1,000 sq. ft. .....$80.00; Each additional 1,000 sq. ft. .....$30.00~~
~~(6) Day care center, fraternal lodges, churches and meeting halls: Not for profit, first 1,000 sq. ft. .....$80.00; For profit, first 1,000 sq. ft. .....$110.00; Each additional 1,000 sq. ft. .....$20.00~~
~~(7) Parking lots, garages, vehicle and marine sales: Not exceeding 20,000 sq. ft. .....$30.00; 20,000 to less than 50,000 .....$40.00; Exceeding 50,000 .....$70.00~~
~~(8) Amusement parks, including off-street parking areas and all retail outlets located at principal building structure .....$700.00~~

~~(9) Arenas, dance halls, skating, pool halls and bowling lanes: Not exceeding 20,000 sq. ft. .....$111.00; 20,000 to less than 50,000 .....$220.00; Exceeding 50,000 .....$400.00~~
~~(10) Theaters (live and film): First 100 seating capacity .....$200.00; 100 to 500 .....$400.00; Exceeding 500 .....$600.00~~
~~(11) Private hospitals, adult congregate living facilities, nursing homes and other health care centers with beds: Not exceeding 100 beds .....$200.00; 100 to 200 beds .....$400.00; Exceeding 200 beds .....$600.00~~
~~(12) Private schools: Not exceeding 10,000 sq. ft. .....$100.00; 10,000 to 50,000 .....$200.00; Exceeding 50,000 .....$400.00~~
(13) Miscellaneous. All uses of buildings or premises not previously covered by this section shall be assessed a fee as provided in the master fee schedule ~~subsection (3) of this section..~~
(14) Fees imposed in cases of prior occupations. In the event that any building or premises is used or occupied prior to issuance of a zoning certificate of use or renewal thereof, there shall be imposed, charged and collected an additional fee established in the master fee schedule ~~of double the amount required under this section of this article~~.

25. Sec. 5-104, Fees for accessory use certificates

(a) All persons desiring to use a residential building structure located within a residential zone permitting a home occupation shall apply to the Building and Zoning Department for an accessory use certificate, which shall be granted upon payment of an annual fee <u>as established in the master fee schedule</u> ~~of one hundred dollars ($100.00)~~ to the City and when issued shall be valid through the following September 30. In instances where a person sixty-five (65) years of age or over is engaged in the conduct of home occupations, there shall be no required payment of an accessory fee in conjunction with the issuance of an accessory use certificate or the subsequent renewal of such certificate. All renewals of accessory use certificates shall be made on or before October 1 of each calendar year.

26. Sec. 5-105, Zoning inspections, fees

(b) The zoning inspection fee to be paid prior to each such inspection for each lot shall be <u>as established in the master fee schedule</u> ~~one hundred sixty dollars ($160.00)~~.

27. Sec. 5-106, Fee for inspections and examinations of plans for compliance with zoning provisions

(a) There is hereby established the following fee per square foot of total land area encompassed in the project at the time the application is made for the construction of a new building, change of use of building, or an addition to an existing building, for the purpose of examination of the plans and site development and subsequent inspections of the building site prior to the issuance of a certificate of occupancy and subsequent thereto to assure original and continued compliance with the provisions of the City of West Miami Zoning Ordinance <u>as established in the master fee schedule</u>:
~~Single-family and duplexes (owner-occupied) .....$0.007 per square foot~~
~~All other uses .....$0.01 per square foot~~
(b) This fee shall be in addition to the building permit fee.

28. Sec. 5-119, Application

(a) The application by individual owners for approval of chart colorings and subsequent final inspection post painting or repainting of single-family residences or duplexes shall bear a cost <u>as established in the master fee schedule</u> ~~of twenty dollars ($20.00)~~.

Licensing / Administrative Permits

29. Sec. 9-73, Application fee

At the time of filing the application required by section 9-72, a fee <u>as established in the master fee schedule</u> ~~of three dollars and fifty cents ($3.50)~~ shall be paid to the City Manager to cover the cost of investigation.

30. Sec. 9-75, Application fee for insurance agents

At the time of filing the application under section 9-74 a fee <u>as established in the master fee schedule</u> ~~of one dollar ($1.00)~~ shall be paid to the City Manager to cover costs of the application.

31. Sec. 9-77, Permit fees

(a) The permit fee which shall be charged by the City for permits issued hereunder shall be <u>as established in the master fee schedule</u> ~~fifty cents ($0.50) per week, two dollars ($2.00) per month or twenty dollars ($20.00) per year~~.
(e) The permit fee which shall be charged by the City for permits issued hereunder to supervisors shall be as follows:
(1) Where the supervisor has not more than five (5) employees or agents working within the City, the fee shall be <u>as established in the master fee schedule</u> ~~two dollars ($2.00) per week, six dollars ($6.00) per month, or fifty dollars ($50.00) per year~~.
(2) Where the supervisor has more than five (5) agents or employees working within the City, the fee shall be as provided in (1) above, plus an additional <u>amount as established in the master fee schedule</u> ~~one dollar ($1.00) per week, three dollars ($3.00) per month, or twenty-five dollars ($25.00) per year~~, for each additional group of five (5) or fewer, agents or employees.

32. Sec. 9-112, License required; fee

It shall be unlawful for any person to conduct a garage sale in any use district in the City except in R-1 and R-2 after first filing with the Clerk the information hereinafter specified and obtaining from such Clerk a license to do so, to be known as a "garage sale license." The fee for such license shall be as established in the master fee schedule ~~five dollars ($5.00)~~.

33. Sec. 9-122, Issuance of license and renewal

(a) A license issued or renewed pursuant to the provisions of this article shall not be transferable from one (1) business enterprise to another business enterprise. All licenses shall expire on September 30 of each year following the date of original issuance. Licenses shall be renewable annually. There shall be license fees charged to each business enterprise as established in the master fee schedule ~~of two hundred fifty dollars ($250.00)~~ annually, which license fee may be increased or decreased as determined and established by resolution of the City Commission of the City of West Miami from time to time.

34. Sec. 9-123, Application, fees and standards

(a) Application. All business enterprises desiring to obtain an initial license or renew a previously issued and unrevoked license shall submit an application in writing, along with a nonrefundable processing fee as established in the master fee schedule ~~of one hundred dollars ($100.00)~~, to the license division on all prescribed forms.

35. Sec. 9-133, Application, fees and standards

(a) Any person desiring to operate a hotel or motel shall obtain an initial license or renew a previously issued and unrevoked license and shall submit an application along with a nonrefundable processing fee as established in the master fee schedule ~~of two hundred fifty dollars ($250.00)~~ annually to the licensing division in the form prescribed by the licensing division.

36. Sec. 9-134, License fees

In addition to the application fee, there shall be a regulatory license fee charged to each hotel and motel establishment as established in the master fee schedule ~~of two dollars ($2.00)~~ for each occupancy per day or less of each rental unit, payable to the City on or before the tenth day of the following month. There shall be a late fee of five (5) percent if not paid on the due date. In the event any rental unit is rented more than once per day, then and in that event, each change of occupancy shall require an additional charge as established in the master fee schedule ~~two dollars ($2.00)~~ per change of occupancy per day. Said license fee may be increased or decreased as determined and established by resolution of the City Commission from time to time. Licenses shall be issued in the name of the hotel or motel establishment meeting the standards and requirements of this article.

37. Sec. 9-189, Vacation rental registration

(2) Payment of a registration fee in the amount as established in the master fee schedule ~~of two hundred fifty dollars ($250.00)~~.

38. Sec. 9-193, Inspection of vacation rentals

(a) Inspection of a vacation rental to verify compliance with the Florida Building Code, and the Florida Fire and Life Safety Codes, which governed at the time of completion of the subject construction, shall be required subsequent to the initial registration of the vacation rental, and quarterly after each renewal with a payment as established in the master fee schedule ~~of two hundred fifty dollars ($250.00)~~ for the inspection. If instances of noncompliance are found, all such instances of noncompliance shall be handled as other violations of the Florida Building Code and Florida Fire and Life Safety Codes otherwise handled in the City.

General Administrative Service Charges

40. Sec. 2-9, Lien for nonpayment of City service charges

(c) Authorization to decline to contract directly with tenants; deposit for service. (1) The City administration may, at its option:

c. Require, if services are contracted with the property owner, that the deposit for water services from owner of property be in the amount as established in the master fee schedule ~~of three hundred fifty dollars ($350.00)~~, and

d. Require, if services are contracted with the tenant of the property, that the deposit for water services from Tenant be in the amount as established in the master fee schedule ~~of three hundred fifty dollars ($350.00)~~, and

41. Sec. 2-10, Collection and service fee for dishonored checks

Whenever any check, draft or other order for the payment of money to the City is returned for any reason by the bank or other payor upon which the same shall have been drawn, it shall be the duty of the City Manager to collect same and to add a ~~five dollar ($5.00)~~ service fee as established in the master fee schedule to the amount due. The ~~five dollar ($5.00)~~ service fee as established in the master fee schedule shall be in addition to all other penalties imposed by law. The service fees collected pursuant to this section shall be deposited in the same fund as the collected item.

Section 4. Optional Exclusion.

The following section shall **not** be amended by this Ordinance unless specifically directed by the City Commission after legal review:

- Sec. 9-125, Rates, towing company regulation, because this section may regulate maximum towing and storage charges rather than City cost-recovery charges.

Section 5. Related Ordinances and Prior Fee Provisions.
To the extent they establish or continue specific dollar amounts for covered fees or charges, the City Attorney is directed to review and prepare any necessary conforming amendments, repealers, or savings language concerning the following ordinances identified for harmonization with this Ordinance:

- Ordinance 2024-09

Appendix A – Fee Schedule (Park Impact Fees) shall be as established in the City of West Miami Master Fee Schedule; the amounts previously set forth are deleted as follows:

A. Residential Park Concurrency Impact Fee

Description	Fee
Land Acquisition	~~$1,200.00 per unit~~ See Master Fee Schedule
Improvements	~~$1,200.00 per unit~~ See Master Fee Schedule
Administration	10% of Acquisition + Improvements

B. Commercial Park Concurrency Impact Fee

Description	Fee
Land Acquisition	~~$1,000.00 per 1,000 sf~~ See Master Fee Schedule
Improvements	~~$1,000.00 per 1,000 sf~~ See Master Fee Schedule
Administration	10% of Acquisition + Improvements

IX. City-wide Fee Schedule

A. Residential Park Concurrency Impact Fee

Description	Fee
Land Acquisition	~~$1,000.00 per unit (minimum of 3 units)~~ See Master Fee Schedule
Improvements	~~$1,000.00 per unit (minimum of 3 units)~~ See Master Fee Schedule
Administration	10% of Acquisition + Improvements (Minimum of 3 units)

B. Commercial Park Concurrency Impact Fee

Description	Fee
Land Acquisition	~~$1,000.00 per 1,000 sf~~ See Master Fee Schedule
Improvements	~~$1,000.00 per 1,000 sf~~ See Master Fee Schedule
Administration	10% of Acquisition + Improvements

- Ordinance 2020-02

The Building Department Fee Schedule set forth in Exhibit A shall be as established in the City of West Miami Master Fee Schedule; the fee amounts previously set forth in Exhibit A are deleted as follows:

Description	Fees ~~(as of 6/1/2018)~~	Unit / Suggested Revision
B. BUILDING PERMIT FEES		
1. "Up front" processing fees		
"Up-front" fees for New Single-Family Residence or Duplex, and Additions	~~$0.500~~ See Master Fee Schedule	~~per sq.ft.~~ See Master Fee Schedule
"Up-front" fees for Residential Alterations or Repairs, see below		
Per dollar in estimated value or fractional part when square footage does not apply	~~$0.020~~ See Master Fee Schedule	~~per $1.00 in estimated cost~~ See Master Fee Schedule
"Up-front" fees for a building permit application for a commercial project; per 100 square feet or fractional part, or;	~~$1.000~~ See Master Fee Schedule	~~per sq.ft.~~ See Master Fee Schedule
Per $100.00 of estimated value or fractional part thereof when square footage does not apply	~~$0.020~~ See Master Fee Schedule	~~per $1.00 in estimated cost~~ See Master Fee Schedule
This processing fee is not refundable, but shall be credited toward the final building permit fee.		
2. Minimum Fee for Building Permit	~~$150.000~~ See Master Fee Schedule	~~Residential~~ See Master Fee Schedule
	~~$200.000~~ See Master Fee Schedule	~~Commercial~~ See Master Fee Schedule
3. Single Family and Duplex - New Building, Additions, and Alterations		
New construction Single Family and Duplex	~~$1.000~~ See Master Fee Schedule	~~per sq.ft.~~ See Master Fee Schedule

Description	Fees ~~(as of 6/1/2018)~~	Unit / Suggested Revision
Professional Certification program fee	~~$0.150~~ See Master Fee Schedule	~~per sq.ft.~~ See Master Fee Schedule
Prefabricated utility sheds with slab (Maximum 100 square feet of floor area)	~~$150.000~~ See Master Fee Schedule	
Professional Certification program fee	~~$20.000~~ See Master Fee Schedule	
Single Family and Duplex – Additions:		
0 to 500 square feet in floor area		~~Remove groups, one fee for all sizes~~ See Master Fee Schedule
501 to 1,000 square feet in floor area		~~Remove groups, one fee for all sizes~~ See Master Fee Schedule
1,000 square feet and above	~~$1.000~~ See Master Fee Schedule	~~per sq.ft.~~ See Master Fee Schedule
Professional Certification Program fee	~~$0.250~~ See Master Fee Schedule	~~per sq.ft.~~ See Master Fee Schedule
Alterations or repairs to Single Family Residence or Duplex	~~$0.060~~ See Master Fee Schedule	~~per $1.00 in estimated cost~~ See Master Fee Schedule
Professional Certification Program fee	~~$0.020~~ See Master Fee Schedule	~~per $1.00 in estimated cost~~ See Master Fee Schedule
Maximum Fee for alteration		~~No Max~~ See Master Fee Schedule
Single Family and Duplex repairs due to fire damage (copy of construction contract required)		~~Remove Fire specific fees~~ See Master Fee Schedule
Professional Certification Program fee		~~Remove Fire specific fees~~ See Master Fee Schedule
Minimum fee for repairs due to fire damage		~~Remove Fire specific fees~~ See Master Fee Schedule
Maximum Fee for repairs due to fire damage	~~$1,000.00~~ See Master Fee Schedule	~~Leave max for fire damage~~ See Master Fee Schedule
4. OTHER OCCUPANCY GROUPS – NEW CONSTRUCTION AND ADDITIONS		~~Commercial New Const. and Additions~~ See Master Fee Schedule
Storage & Industrial Use of Group E & F (SFBC), S & I (FBC) occupancies	~~$2.000~~ See Master Fee Schedule	~~per sq.ft., 2.50 for threshold bldg~~ See Master Fee Schedule
Professional Certification Program Fee	~~$0.300~~ See Master Fee Schedule	~~per sq.ft., .35 for threshold bldg~~ See Master Fee Schedule
Shade Houses		~~remove - same fees all commercial uses~~ See Master Fee Schedule
Professional Certification Program Fee		~~remove - same fees all commercial uses~~ See Master Fee Schedule
Greenhouses & buildings for agricultural uses (non-residential) when located on the premises so used		~~remove - same fees all commercial uses~~ See Master Fee Schedule
Professional Certification Program Fee		~~remove - same fees all commercial uses~~ See Master Fee Schedule
Mobile Home additions		~~remove - same fees all commercial uses~~ See Master Fee Schedule
Professional Certification Program Fee		~~remove - same fees all commercial uses~~ See Master Fee Schedule
Tents:		
Less than 5,000 square feet	~~$150.000~~ See Master Fee Schedule	
over 5,000 square feet		~~remove all one fee regardless of size~~ See Master Fee Schedule
Professional Certification Program Fee, 0 - 5,000 square feet	~~$25.000~~ See Master Fee Schedule	
Professional Certification Program Fee, over 5,000 square feet		~~remove all one fee regardless of size~~ See Master Fee Schedule
All others,		~~remove - same fees all commercial uses~~ See Master Fee Schedule
Professional Certification Program Fee		~~remove - same fees all commercial uses~~ See Master Fee Schedule
For structures of unusual size or nature such as arenas, stadiums and water and sewer plants.		~~remove - same fees all commercial uses~~ See Master Fee Schedule
Professional Certification Program Fee		~~remove - same fees all commercial uses~~ See Master Fee Schedule
New construction other than as specified herein: (water towers, pylons, bulk storage-tank foundations, unusual	~~$0.060~~ See Master Fee Schedule	~~per $1.00 in estimated cost~~ See Master Fee Schedule

Description	Fees ~~(as of 6/1/2018)~~	Unit / Suggested Revision
limited-use buildings, marquees, and similar construction).		
Professional Certification Program Fee	~~$0.020~~ See Master Fee Schedule	~~per $1.00 in estimated cost~~ See Master Fee Schedule
5. ALTERATIONS AND REPAIRS TO BUILDINGS AND OTHER STRUCTURES [except Single Family Residence and Duplex]	~~$0.060~~ See Master Fee Schedule	~~per $1.00 in estimated cost~~ See Master Fee Schedule
Professional Certification Program Fee	~~$0.020~~ See Master Fee Schedule	~~per $1.00 in estimated cost~~ See Master Fee Schedule
No less than	~~$200.000~~ See Master Fee Schedule	
6. MOVING BUILDINGS OR OTHER STRUCTURES (does not include cost of new foundation or repairs to building or structure) - residential and commercial	~~$0.500~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
Professional Certification Program Fee	~~$0.100~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
7. SLABS - Residential and Commercial	~~$0.200~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
Professional Certification Program Fee	~~$0.050~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
8. ROOFING (INCLUDING RE-ROOFING)		
Roofing shingle and other roof types not listed per square feet of roof coverage including overhangs.	~~$0.150~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
Professional Certification Program fee	~~$0.050~~ See Master Fee Schedule	~~per sq.ft.~~ See Master Fee Schedule
Roofing tile per square foot of roof coverage including overhangs		~~remove - one fee regardless of size/material~~ See Master Fee Schedule
Professional Certification Program fee		~~remove - one fee regardless of size/material~~ See Master Fee Schedule
All other occupancies		~~remove - one fee regardless of size/material~~ See Master Fee Schedule
Roofing shingle and other roof types not listed:		~~remove - one fee regardless of size/material~~ See Master Fee Schedule
Per square foot up to 30,000 square feet	~~0.10~~ See Master Fee Schedule	~~remove - one fee regardless of size/material~~ See Master Fee Schedule
Each square foot thereafter		~~remove - one fee regardless of size/material~~ See Master Fee Schedule
Professional Certification Program fee		~~remove - one fee regardless of size/material~~ See Master Fee Schedule
Roofing tile:		
Per square foot up to 30,000 square feet - Residential		~~remove - one fee regardless of size/material~~ See Master Fee Schedule
Each square foot thereafter - Residential		~~remove - one fee regardless of size/material~~ See Master Fee Schedule
Professional Certification Program fee		~~remove - one fee regardless of size/material~~ See Master Fee Schedule
Roof Low Slope, per square foot		~~remove - one fee regardless of size/material~~ See Master Fee Schedule
9. FENCES AND/OR WALLS		
Chain link:		
0 – 1,000 linear feet		~~Remove reference to length:~~ See Master Fee Schedule
each additional linear foot over 1,000	~~$0.500~~ See Master Fee Schedule	~~per LF~~ See Master Fee Schedule
Wood each linear foot	~~$0.700~~ See Master Fee Schedule	~~per LF~~ See Master Fee Schedule
Concrete each linear foot	~~$1.300~~ See Master Fee Schedule	~~per LF~~ See Master Fee Schedule
10. SWIMMING POOLS, SPAS, AND HOT TUBS		
Installation of Swimming Pool/Spa (Residential and Commercial)	~~$300.000~~ See Master Fee Schedule	
Repair of Swimming Pool/Spa (Residential and Commercial)	~~$150.000~~ See Master Fee Schedule	

Description	Fees ~~(6/1/2018)~~	Unit / Suggested Revision

11. TEMPORARY PLATFORMS AND TEMPORARY BLEACHERS TO BE USED FOR PUBLIC ASSEMBLY		
For each 100 square feet or fractional part of platform area	~~$150.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
For each 100 linear feet or fractional part of seats		~~remove~~ See Master Fee Schedule
12. DEMOLITION OF BUILDINGS		
For each structure	~~$0.100~~ See Master Fee Schedule	~~per sq.ft.~~ See Master Fee Schedule
Professional Certification Program – for each structure	~~$0.050~~ See Master Fee Schedule	~~per sq.ft.~~ See Master Fee Schedule
13. SHOP DRAWING REVIEW		
Minimum fee – Commercial and Residential	~~$60.000~~ See Master Fee Schedule	~~per sheet or NOA~~ See Master Fee Schedule
a) Trusses/Steel Structures:		
First 600 square feet or fractional part	~~$0.030~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
Each additional 100 square feet or fractional part		~~remove reference to size~~ See Master Fee Schedule
First 600 sq ft or fractional part – Professional Certification Program	~~$0.010~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
Each additional 100 sq ft – Professional Certification Program		~~remove reference to size~~ See Master Fee Schedule
b) Precast/Prestress/Tilt Up Walls / Twin Tees / Joists / Composite Slab Systems:		
(Roof - Floor - Walls) each 1,000 square feet or fractional part	~~$0.010~~ See Master Fee Schedule	~~per sq.ft.~~ See Master Fee Schedule
Professional Certification Program Fee (Roof-Floor-Walls)	~~$0.003~~ See Master Fee Schedule	~~per sq.ft.~~ See Master Fee Schedule
c) Overhead Doors each	~~$10.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Professional Certification Program Fee	~~$3.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
d) Skylights each	~~$10.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Professional Certification Program Fee	~~$3.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
e) Hand Rails/Stair Rails per linear foot	~~$1.500~~ See Master Fee Schedule	~~per LF~~ See Master Fee Schedule
Professional Certification Program Fee	~~$0.400~~ See Master Fee Schedule	~~per LF~~ See Master Fee Schedule
f) Storefront/Fixed Glazing (Under 8 ft high by 4 ft wide) each 100 sq ft or part	~~$0.200~~ See Master Fee Schedule	~~per sq. ft~~ See Master Fee Schedule
Professional Certification Program Fee – each 100 square feet	~~$0.050~~ See Master Fee Schedule	~~per sq. ft~~ See Master Fee Schedule
g) Walk-in Coolers, each	~~$100.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Professional Certification Program Fee – each 100 sq ft or part	~~$25.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
14. INSTALLATION/REPLACEMENT OF WINDOWS OR DOORS		
Window and glass block installation, alteration or repair – per sq ft of window/door area (residential and commercial)	~~$10.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Professional Certification Program fee (residential and commercial)	~~$3.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Replacement of Windows and Exterior Doors in all buildings, or in buildings exceeding two stories, or Storefronts/fixed glass exceeding 8 ft height or 4 ft mullion spacing, or Curtain Walls (residential and commercial):		
For each 100 square feet or fractional part	~~$0.150~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
Professional Certification Program Fee	~~$0.050~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
15. SCREEN ENCLOSURES, CANOPIES & AWNINGS		
a) Screen enclosures, per 100 square feet	~~$0.200~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
b) Free standing canopies – for each $1,000 of estimated cost or fractional part	~~$0.200~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule

c) Awnings and canopies – horizontal projection per sq ft area covered	~~$0.200~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
d) Storm Shutters – per square foot area covered	~~$10.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
16. TIE DOWN – Trailer Tie Down (does not include meter mounts/service equipment; separate mechanical, plumbing and electrical permits required)	~~$100.000~~ See Master Fee Schedule	
17. SIGN PERMIT FEES – Signs non-illuminated per sq ft (illuminated signs under electrical permits)	~~$2.000~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
18. SATELLITE DISH	~~$150.000~~ See Master Fee Schedule	
19. ORNAMENTAL IRON – per square foot of coverage	~~$0.100~~ See Master Fee Schedule	~~per sq. ft. coverage~~ See Master Fee Schedule
Short Term Event	~~$150.000~~ See Master Fee Schedule	
C. PLUMBING PERMIT FEES		
Permits by professional certification (by affidavit) charged half the regular permit fee, except the minimum fee which remains the same.		
1. MINIMUM PLUMBING OR GAS FEE PER PERMIT (except as otherwise specified; does not apply to supplemental plumbing permits)	~~$150.000~~ See Master Fee Schedule	~~Residential~~ See Master Fee Schedule
	~~$200.000~~ See Master Fee Schedule	~~Commercial~~ See Master Fee Schedule
2. RESIDENTIAL PLUMBING (Single Family Residence or Duplex)		
New Single-Family Residence or Duplex	~~$0.150~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
Addition to Single Family Residence or Duplex	~~$0.150~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
Alterations or repairs to Single Family Residence or Duplex (Group I or R-3)	~~$0.060~~ See Master Fee Schedule	~~per $1.00 of estimated cost~~ See Master Fee Schedule
3. COMMERCIAL (All Groups Except Single Family Residence or Duplex) – roughing-in or plugged outlets for fixtures, appurtenances or appliances having water supply or waste outlet		
For each roughing-in or plugged outlet	~~$10.000~~ See Master Fee Schedule	~~per roughing-in or plugged outlet~~ See Master Fee Schedule
Fixtures set on new roughing-in or plugged outlets or replaced on old roughing-in	~~$10.000~~ See Master Fee Schedule	~~per fixture~~ See Master Fee Schedule

4. SETTLING TANKS, GAS AND OIL INTERCEPTORS, AND GREASE TRAPS (Including drain tile and relay for same – Residential and Commercial)	~~$100.000~~ See Master Fee Schedule	
5. SEWER (ALL GROUPS) — Each building storm sewer and each building sewer where connection is made to a septic tank, or a collector line or to an existing sewer or to a city sewer or soakage pit or to a building drain outside a building.	~~$100.000~~ See Master Fee Schedule	
Sewer Capping/Demolition	~~$50.000~~ See Master Fee Schedule	
6. CONDENSATE DRAIN (AIR CONDITIONING) – ALL GROUPS — Except single not manifold A/C outlet not exceeding 5 tons	~~$20.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
7. WATER PIPING — Water service connection to a municipal or private water supply system	~~$75.000~~ See Master Fee Schedule	~~per meter on lot~~ See Master Fee Schedule
Water service connection or outlets for appliance or installations not covered by fixture set above	~~$10.000~~ See Master Fee Schedule	~~per fixture~~ See Master Fee Schedule

Irrigation system and underground sprinkler system for each zone	~~$50.000~~ See Master Fee Schedule	~~per zone~~ See Master Fee Schedule
Solar water heater installation, equipment replacement or repair	~~$150.000~~ See Master Fee Schedule	
Swimming pool piping, not including well (new installation) — Residential	~~$100.000~~ See Master Fee Schedule	
Swimming pool piping, not including well (new installation) — Commercial	~~$150.000~~ See Master Fee Schedule	
Sump pump	~~$100.000~~ See Master Fee Schedule	
Swimming pool heater, each	~~$100.000~~ See Master Fee Schedule	
Swimming pool maintenance, each	~~$90.000~~ See Master Fee Schedule	
2" or less water service backflow assembly	~~$100.000~~ See Master Fee Schedule	
2½" or larger water service backflow assembly	~~$125.000~~ See Master Fee Schedule	
Repairs to water piping: For each $1,000 estimated cost or fractional part	~~$0.050~~ See Master Fee Schedule	~~per $1.00 in estimated cost~~ See Master Fee Schedule
8. WELLS — Residential per well	~~$100.000~~ See Master Fee Schedule	~~per well~~ See Master Fee Schedule
Commercial per well	~~$150.000~~ See Master Fee Schedule	~~per well~~ See Master Fee Schedule
9. NATURAL GAS OR A LIQUIFIED PETROLEUM — For each outlet Single Family Residence or Duplex (includes meters and regulators)	~~$20.000~~ See Master Fee Schedule	~~per outlet~~ See Master Fee Schedule
For each appliance (does not include warm air heating units, but does include unvented wall heaters, no ductwork) - (See Fee Section E(3) for heating)	~~$20.000~~ See Master Fee Schedule	~~per appliance~~ See Master Fee Schedule
Other Groups — For each outlet (includes meters and regulators)	~~$25.000~~ See Master Fee Schedule	~~per outlet~~ See Master Fee Schedule
For each appliance (does not include warm air heating units, but does include unvented space)	~~$25.000~~ See Master Fee Schedule	~~per appliance~~ See Master Fee Schedule
Heaters and unvented wall heaters – no duct work (See Fee Section E(3) for heating)	~~$25.000~~ See Master Fee Schedule	~~per appliance~~ See Master Fee Schedule
For each meter (new or replacement)	~~$10.000~~ See Master Fee Schedule	~~per meter~~ See Master Fee Schedule
For major repairs to gas pipe where no fixture or appliance installation is involved	~~$55.000~~ See Master Fee Schedule	
Underground L.P. gas tanks per group of tanks at a single location	~~$100.000~~ See Master Fee Schedule	
Above ground L.P. gas tanks per group of tanks at a single location	~~$100.000~~ See Master Fee Schedule	
10. WATER TREATMENT PLANTS, PUMPING STATIONS, SEWER TREATMENTS AND LIFT STATIONS — Water treatment plant (interior plant piping)	~~$300.540~~ See Master Fee Schedule	
Sewage treatment plant (interior plant piping)	~~$214.680~~ See Master Fee Schedule	
Lift station (interior station piping)	~~$342.480~~ See Master Fee Schedule	
Sewage ejector	~~$100.190~~ See Master Fee Schedule	
11. WATER AND GAS MAINS (ALL GROUPS) (On private property and other than public utility easements) Each 50 feet or part thereof	~~$0.250~~ See Master Fee Schedule	~~per LF~~ See Master Fee Schedule
12. STORMS/SANITARY UTILITY/COLLECTOR LINES FOR BUILDING DRAIN LINES (On private property and other than public utility easements) Commercial — Each 50 feet or part thereof	~~$0.250~~ See Master Fee Schedule	~~per LF~~ See Master Fee Schedule
Each manhole or catch basin	~~$50.000~~ See Master Fee Schedule	~~per manhole/catch basin~~ See Master Fee Schedule

13. TEMPORARY TOILETS – WATERBORNE OR CHEMICAL — Temporary Toilets	~~$130.000~~ See Master Fee Schedule	~~for first~~ See Master Fee Schedule
For each additional toilet	~~$15.000~~ See Master Fee Schedule	~~each additional~~ See Master Fee Schedule
14. DENTAL VACUUM LINES — Each system	~~$100.000~~ See Master Fee Schedule	~~per system~~ See Master Fee Schedule
15. MOBILE HOME CONNECTIONS — Each unit	~~$100.000~~ See Master Fee Schedule	~~per unit~~ See Master Fee Schedule
D. ELECTRICAL PERMIT FEES — Permits by professional certification (permits by affidavit) for the following described activities will be charged half the regular permit fee, except for the minimum fee, which will remain the same.		
1. MINIMUM ELECTRICAL PERMIT FEE INCLUDING REPAIR WORK PER PERMIT (ALL GROUPS) Except as otherwise specified (This minimum does not apply to add-on electrical permits issued as supplementary to current outstanding permits for the same job and demolition work).	~~$150.000~~ See Master Fee Schedule	~~Residential~~ See Master Fee Schedule
	~~$200.000~~ See Master Fee Schedule	~~Commercial~~ See Master Fee Schedule
2. PERMANENT SERVICE TO BUILDINGS — New work only (The following fee shall be charged for total amperage of service) For each 100 amp. or fractional part	~~$10.000~~ See Master Fee Schedule	~~per 100 amp~~ See Master Fee Schedule
3. FEEDERS — Includes feeders to panels, M.C.C., switchboards, generators, automatic transfer switches, etc. Each feeder	~~$50.000~~ See Master Fee Schedule	~~per feeder, for first 100 amp~~ See Master Fee Schedule
	~~$25.000~~ See Master Fee Schedule	~~each additional 100 amp~~ See Master Fee Schedule
4. AGRICULTURAL SERVICE (permanent)	~~$130.000~~ See Master Fee Schedule	
5. TEMPORARY SERVICE FOR CONSTRUCTION — Per service	~~$130.000~~ See Master Fee Schedule	~~per service~~ See Master Fee Schedule
6. CONSTRUCTION FIELD OFFICE SERVICE — Per service	~~$200.000~~ See Master Fee Schedule	~~per service~~ See Master Fee Schedule
7. MOBILE HOME OR RV SERVICE (residential) — Per service	~~$130.000~~ See Master Fee Schedule	~~per service~~ See Master Fee Schedule
8. TEMPORARY SERVICE TEST (commercial only)		

Equipment and service (30-day limit) per service	~~$130.000~~ See Master Fee Schedule	~~per service~~ See Master Fee Schedule
9. RESIDENTIAL WIRING (New construction of Single-Family Residence, Duplex and living units of Group H (SFBC) or R-1 (FBC); applies to all electrical installations except common areas, parking lots and house service). New construction and additions, each square foot of floor area	~~$0.100~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
Alterations or repairs per $1.00 estimated cost or fractional part	~~$0.060~~ See Master Fee Schedule	~~per $1.00 of estimated cost~~ See Master Fee Schedule
10. ALL OTHER WIRING AND OUTLETS (Common areas of Group H (SFBC) or R-1 (FBC) and all other commercial wiring):		
a) Boxes, receptacles, switches, sign, fractional motor, fans, low voltage outlets, empty outlets for	~~$3.000~~ See Master Fee Schedule	~~per outlet box~~ See Master Fee Schedule

telephone/CATV, and 110 volt smoke detector, each outlet box		
b) Special outlets	~~$15.000~~ See Master Fee Schedule	~~per outlet~~ See Master Fee Schedule
c) Commercial equipment (KWA rated), x-ray outlets, commercial cooking equipment, presses, generators, transformers (permanently connected), each 10 KW or fractional part	~~$2.000~~ See Master Fee Schedule	~~per KW~~ See Master Fee Schedule
d) Motors installed, repaired or replaced	~~$30.000~~ See Master Fee Schedule	~~per motor, up to 5HP~~ See Master Fee Schedule
	~~$5.000~~ See Master Fee Schedule	~~per HP over~~ See Master Fee Schedule
e) Air conditioning and refrigeration system (new work); commercial, residential, agricultural and industrial, per ton	~~$10.000~~ See Master Fee Schedule	~~per ton~~ See Master Fee Schedule
f) Electrical equipment replacement (switchboards, M.C.C., panels, control boards), each board	~~$30.000~~ See Master Fee Schedule	~~per equipment~~ See Master Fee Schedule
11. LIGHTING FIXTURES (floodlights, spotlights, parking lights, tennis court lights, fluorescent and incandescent, etc.):		
a) Per fixture	~~$2.500~~ See Master Fee Schedule	~~per fixture~~ See Master Fee Schedule
b) Plug mold, light track, and neon strips, each 5 feet or fractional part	~~$5.000~~ See Master Fee Schedule	~~per LF~~ See Master Fee Schedule
Light pole (Single Family Residence or Duplex) per pole	~~$20.000~~ See Master Fee Schedule	~~per pole~~ See Master Fee Schedule
Light pole (commercial) per pole	~~$25.000~~ See Master Fee Schedule	~~per pole~~ See Master Fee Schedule
12. SIGNS & ARCHITECTURAL FEATURES (Indoor Neons) per square foot of sign	~~$1.500~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
Repairs and re-connection each	~~$100.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Neon strips each 5 foot or fractional part	~~$0.750~~ See Master Fee Schedule	~~per LF~~ See Master Fee Schedule
13. TEMPORARY WORK ON CIRCUSES, CARNIVALS, FAIRS, CHRISTMAS TREE LOTS, FIREWORKS, TENTS, ETC. per ride or structure	~~$100.000~~ See Master Fee Schedule	~~per ride or structure~~ See Master Fee Schedule
14. FIRE DETECTION SYSTEM (fire alarm systems, halon, etc.; not single 110-volt residential detectors). Per system (new and upgrades)	~~$200.000~~ See Master Fee Schedule	~~per system~~ See Master Fee Schedule
Repairs and additions to existing systems, per system	~~$100.000~~ See Master Fee Schedule	~~per system~~ See Master Fee Schedule
15. MASTER TELEVISION ANTENNA AND RADIO SYSTEM. Master control	~~$50.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Each device		
16. BURGLAR ALARM SYSTEM (installation or replacement wiring)	~~$50.000~~ See Master Fee Schedule	
17. INTERCOM SYSTEM. Each new system - Single Family Residence or Duplex	~~$100.000~~ See Master Fee Schedule	~~per system~~ See Master Fee Schedule
Other groups	~~$150.000~~ See Master Fee Schedule	~~per system~~ See Master Fee Schedule
Repair each system	~~$100.000~~ See Master Fee Schedule	~~per system~~ See Master Fee Schedule
18. ENERGY MANAGEMENT SYSTEM. Each new system - Single Family Residence or Duplex	~~$100.000~~ See Master Fee Schedule	~~per system~~ See Master Fee Schedule
Other groups	~~$150.000~~ See Master Fee Schedule	~~per system~~ See Master Fee Schedule
Repair each system	~~$100.000~~ See Master Fee Schedule	~~per system~~ See Master Fee Schedule
19. SWIMMING POOLS, ELECTRICAL (fee based on cumulative cost of the following components):		
a) Residential pool or spa (Single Family Residence or Duplex) (includes motor and pool lights)	~~$100.000~~ See Master Fee Schedule	

b) Residential combination pool/spa (includes motors and pool lights)	~~$150.000~~ See Master Fee Schedule	
c) Commercial and multi-family dwelling pool or spa	~~$200.000~~ See Master Fee Schedule	
d) Commercial, multi-family dwelling combination pool/spa	~~$250.000~~ See Master Fee Schedule	
Repair residential (Single Family Residence or Duplex) pool	~~$100.000~~ See Master Fee Schedule	
Repair commercial pool	~~$200.000~~ See Master Fee Schedule	
20. FREE STANDING SERVICE - new meter and service (requires processing), per service	~~$150.000~~ See Master Fee Schedule	~~per service~~ See Master Fee Schedule
21. CONDUIT DUCTBANK per linear foot (Residential and Commercial)	~~$5.000~~ See Master Fee Schedule	~~per LF~~ See Master Fee Schedule
22. GROUND WIRE FOR SCREEN BONDING, per installation	~~$100.000~~ See Master Fee Schedule	~~per installation~~ See Master Fee Schedule
23. UNDERGROUND MANHOLES	~~$150.000~~ See Master Fee Schedule	~~per manhole~~ See Master Fee Schedule
E. MECHANICAL PERMIT FEES - Permits by professional certification (by affidavit) charged half the regular permit fee, except the minimum fee.		

1. MINIMUM MECHANICAL PERMIT FEE - Except as otherwise specified (does not apply to add-on mechanical permits supplementary to current outstanding permits for the same job)	~~$150.000~~ See Master Fee Schedule	~~Residential~~ See Master Fee Schedule
	~~$200.000~~ See Master Fee Schedule	~~Commercial~~ See Master Fee Schedule
2. MECHANICAL SINGLE-FAMILY RESIDENCES AND DUPLEXES (Group I or R-3; includes categories 03, 10 and 41). New construction per square foot	~~$0.100~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
Additions to Single Family Residences or Duplex per square foot	~~$0.100~~ See Master Fee Schedule	~~per sq. ft.~~ See Master Fee Schedule
3. AIR CONDITIONING AND REFRIGERATION, INCLUDING RELOCATION OF EQUIPMENT (separate permits required for electrical, water and gas connections). For each ton capacity or fractional part	~~$25.000~~ See Master Fee Schedule	~~per ton~~ See Master Fee Schedule
4. FURNACES AND HEATING EQUIPMENT, INCLUDING COMMERCIAL DRYERS, OVENS AND OTHER FIRED OBJECTS NOT ELSEWHERE CLASSIFIED. For each KW	~~$5.000~~ See Master Fee Schedule	~~per KW~~ See Master Fee Schedule
5. STORAGE TANKS FOR FLAMMABLE LIQUIDS - Per Tank	~~$250.000~~ See Master Fee Schedule	~~per tank~~ See Master Fee Schedule
6. INTERNAL COMBUSTION ENGINES - Stationary, each	~~$150.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
7. COMMERCIAL KITCHEN HOODS - Each	~~$200.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
8. OTHER FEES		
Fire chemical halon and spray booths, per system	~~$300.000~~ See Master Fee Schedule	~~per system~~ See Master Fee Schedule
Ductless fan each	~~$50.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Pneumatic Tube Conveyor System - for each $1,000 or fractional part of contract cost	~~$0.050~~ See Master Fee Schedule	~~per $1 of contract cost~~ See Master Fee Schedule
Pressure Process Piping - for each $1,000 or fractional part of contract cost	~~$0.050~~ See Master Fee Schedule	~~per $1 of contract cost~~ See Master Fee Schedule
Air Conditioning Duct Work - for each $1,000 or fractional part of contract cost	~~$0.050~~ See Master Fee Schedule	~~per $1 of contract cost~~ See Master Fee Schedule
Cooling Tower - for each $1,000 or fractional part of contract cost	~~$0.050~~ See Master Fee Schedule	~~per $1 of contract cost~~ See Master Fee Schedule

F. BOILERS AND PRESSURE VESSELS - Installation permit fees (including initial inspections and certificate); does not include installation or connection of fuel and water lines.		
1. BOILERS (fees apply to each boiler to be installed):		
Boilers less than 837 MBTU - each	~~$100.000~~ See Master Fee Schedule	~~up to 100,000 BTU~~ See Master Fee Schedule
Boilers 837 MBTU to 6,695 MBTU - each	~~$20.000~~ See Master Fee Schedule	~~each additional 100,000 BTU~~ See Master Fee Schedule
Boilers 6,695 MBTU and up - each		
Steam driven prime movers - each		~~remove~~ See Master Fee Schedule
Steam actuated machinery - each	~~$100.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Unfired pressure vessels (operating at pressures in excess of 60 PSI and having volume of more than 5 cubic feet), each pressure vessel	~~$150.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Boiler repair - for each $1,000 or fractional part of contract cost	~~$0.050~~ See Master Fee Schedule	~~per $1 of contract cost~~ See Master Fee Schedule
2. FEES FOR PERIODIC RE-INSPECTIONS		
Steam boilers (annual) - each	~~$150.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Hot water boilers (annual) - each	~~$100.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Unfired pressure vessels (annual) - each	~~$100.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Miniature boilers (annual) - each	~~$100.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Certificate of inspection (where inspected by insurance company) - each	~~$150.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Shop inspection of boiler or pressure vessels per completed vessel	~~$150.000~~ See Master Fee Schedule	~~each~~ See Master Fee Schedule
Insulation - for each $1,000 or fractional part of contract cost	~~$0.050~~ See Master Fee Schedule	~~per $1 of contract cost~~ See Master Fee Schedule
Mechanical Ventilation - for each $1,000 or fractional part of contract cost	~~$0.050~~ See Master Fee Schedule	~~per $1 of contract cost~~ See Master Fee Schedule
Ductless Ventilation - for each $1,000 or fractional part of contract cost	~~$0.050~~ See Master Fee Schedule	~~per $1 of contract cost~~ See Master Fee Schedule

- Ordinance 2019-04

Section 2. That the City Administration may, at its option:
c. require, if services are contracted with the property owner, that the deposit for water services from owner of property be in the amount as established in the master fee schedule ~~of $350.00~~, and
d. require, if services are contracted with the tenant of the property, that the deposit for water services from Tenant be in the amount as established in the master fee schedule ~~of $350.00~~, and

- Ordinance 2018-01

SECTION 7. The application by individual owners for approval of chart colorings and subsequent final inspection post painting or repainting of single-family residences or duplexes shall bear a cost as established in the master fee schedule ~~of $20.00~~.

Section 6. Administrative Updates and Cost Recovery.

A. The City Manager or the City Manager's designee is authorized to administer the Master Fee Schedule and to recommend adjustments as needed to ensure that the City recaptures the direct and indirect costs of services provided.

B. Any update to the Master Fee Schedule shall be based upon a reasonable cost-recovery analysis and shall be presented in the manner required by City policy, resolution, or applicable law.

C. Nothing in this Ordinance shall be construed to supersede or amend procurement thresholds, insurance requirements, performance bonds, compensation provisions, homestead exemption amounts, statutory traffic fines, or other non-fee fiscal controls.

Section 7. Conflicts.
All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

Section 8. Codification.
It is the intention of the City Commission that this Ordinance shall become a part of the Code of Ordinances of the City of West Miami, and sections may be renumbered or relettered accordingly.

Section 9. Severability.
If any section, sentence, clause, or provision of this Ordinance is held invalid, the remainder shall not be affected.

Section 10. Effective Date.
This Ordinance shall become effective immediately upon adoption on second reading.

This Ordinance shall become effective immediately upon adoption on second reading.
PASSED AND ADOPTED this ___ of May 2026**.**

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON ___
VICE-MAYOR IVAN CHAVEZ, JR. ___
COMMISSIONER JUAN M. BLANES ___
COMMISSIONER GUSTAVO J. CEBALLOS ___
COMMISSIONER VICTORIA DE LA TORRE GANS ___

RESOLUTION # 2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH SAGE INTACCT, INC. FOR FINANCIAL SOFTWARE SERVICES FOR A THREE-YEAR PERIOD AT A FIRST-YEAR COST OF FORTY-EIGHT THOUSAND DOLLARS ($48,000.00), WITH THE ANNUAL COST IN THE SECOND AND THIRD YEARS SUBJECT TO INCREASE BY NO MORE THAN SEVEN PERCENT (7%) PER YEAR; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of West Miami previously entered into an agreement with Sage Intacct, Inc. for the provision of financial software services; and

WHEREAS, the City Commission finds that renewal of the existing agreement continues to serve the best interest of the City; and

WHEREAS, Sage Intacct, Inc. has provided satisfactory service under the existing agreement and is willing to continue providing such services under the renewed terms; and

WHEREAS, the renewal agreement will cover a period of three (3) years, at a first-year cost of Forty-Eight Thousand Dollars ($48,000.00), with the annual cost in the second and third years subject to increase by no more than seven percent (7%) per year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA:

Section 1. Section 1. The City Manager is hereby authorized to renew the agreement with Sage Intacct, Inc. for financial software services for a three-year period, at a first-year cost of Forty-Eight Thousand Dollars ($48,000.00), with the annual cost in the second and third years subject to increase by no more than seven percent (7%) per year.

Section 2. This Resolution shall take effect immediately upon passage by the City Commission and signature by the Mayor.

PASSED AND ADOPTED this 15th of September 2025**.**

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON __
VICE-MAYOR IVAN CHAVEZ, JR. __
COMMISSIONER JUAN M. BLANES __
COMMISSIONER GUSTAVO J. CEBALLOS __
COMMISSIONER LUCIANO L. SUAREZ __

Cedric Espiritu
Sage Intacct, Inc.
300 Park Ave, Floor Suite 1400
San Jose, CA 95110
(408) 878-0900

Date: 15-Jul-2026
Offer Expires: 31-Jul-2026
Quote #: Q-977479

Renewal Order Schedule

Prepared For:
Name: Cody McCall
Company: City Of West Miami
Address: 901 SW 62 Avenue
Miami, FL 33144
Phone: 305-913-3927
Email: cmccall@cityofwestmiami.gov

Bill To:
Name: Finance Team
Company: City Of West Miami
Address: 901 SW 62 Avenue
Miami, FL 33144
Phone: +13052661122
Email: finance@cityofwestmiami.org

Subscription Period Length: 36 (months)

Billing Period: 30-Nov-2026 through 29-Nov-2027

Subscription Invoicing: Annual subscription fees begin on the start date of your paid subscription period, with such fees invoiced annually at the beginning of each billing period.

Subscription Payment Terms: Net 30 from date of invoice.

Products

Sage Intacct Services

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct Financial Management for Nonprofits	Sage Intacct Financial Management for Nonprofits includes the following: General Ledger, Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, Basic Project Tracking, Core Reporting and Dashboards, Multi-Entity Insight, Budget Reporting, Customization Services, Standard Platform Services, Performance Tier 1 for Sage Intacct, and the User Defined Dimensions pack. Under Performance Tier 1 for Sage Intacct, API transactions for any custom integrations, ETL integrations with our Marketplace Partners, and partners that exit our Marketplace Partner program require a Web Services - Developer License and are also included at no additional cost until the number of API transactions exceed 100,000 API transactions per month. Monthly overage fees will apply if you exceed this use. API transactions for modules of the Sage Intacct Services, FinTech partners that we recommend to you, and Third-Party Services that we resell to you on our Order Schedules are included at no additional cost.	1.00	12,420	12,420.00

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct Platform Services - Standard	Sage Intacct Platform Services - Standard includes the ability to deploy up to 2 applications on the Sage Intacct Platform with up to 10 custom objects and 10,000 custom records. This SKU is the minimum purchase required for the deployment of any Sage Intacct Marketplace Partner applications or other third-party applications.	1.00	0	0.00
User License - Business User	Users with unlimited access rights to all applications. Can be restricted based on permissions assigned by an Administrator.	4.00	3,618	14,472.00
Sage Intacct Employee User 10 Pack	Ten (10) additional employee user pack with limited access rights which include: Read only access to the Dashboard; Ability to enter/approve expense reports, staff expenses, timesheets and/or purchase requisitions and to approve for payments. Also includes read only access to any additional applications built on the Intacct Platform.	1.00	2,160	2,160.00
Sage Intacct Learning Membership	Allows employees access to a library of on-demand courses through the Sage Intacct Learning Center	1.00	1,680	1,680.00
Sandbox Development Environment	This annual fee to establish access to a "Sandbox" or "Copy Company" environment enables you to perform testing, training, integration modeling, etc. in a non-production copy company environment. The fee is 10% of the current list price of your production account and includes 1 Sandbox or Copy Company and up to 4 refreshes a year to that Sandbox. Additional refreshes are charged at the standard hourly Professional Services rate. Each additional Sandbox requires an additional purchase at 10% of the current list price.	1.00	4,050	4,050.00
Sage Intacct Nonprofit Fixed Assets	Sage Intacct Nonprofit Fixed Assets enables you to easily add and track assets including serial numbers, warranty information and depreciation.	1.00	4,050	4,050.00
Sage Intacct Grants Tracking and Billing Upgrade	Extend Project Tracking to fuller Grants Tracking and Billing. Allows you to create records with descriptive elements and tag select financial transactions with specific grant information for reimbursement request generation, invoicing if needed, analysis, and reporting. Allows for resource skill and certification tracking, resource analysis and assignment, utilization and forecasting. Includes Basic Project tracking, Sage Intelligent Time for AI-powered web and mobile timekeeping with suggested time entries and Time & Expense.	1.00	4,860	4,860.00
Each Additional Business Entity	A business entity is an independent balancing set of accounting books with tax reporting capabilities.	1.00	1,020	1,020.00
Sage Intacct API Standard Tier 1	API transactions for modules of the Sage Intacct Services, FinTech partners that we recommend to you, and Third-Party Services that we resell to you on our Order Schedules are included at no additional cost. Under Performance Tier 1 for Sage Intacct, API transactions for any custom integrations, ETL integrations with our Marketplace Partners, and partners that exit our Marketplace Partner program require a Web Services - Developer License and, if purchased, an AI Gateway - Developer License and are also included at no additional cost until the number of API transactions exceed 100,000 API transactions per month. Monthly overage fees will apply if you exceed this use. You may upgrade to a higher tier at any time, but once you upgrade you may not downgrade to a lower tier until the next annual subscription period.	1.00	0	0.00

Product Name	Description	Quantity	Net Price Each	Total Price
Essentials Support	Essentials Support is included as part of the Sage Intacct Financials subscription for all direct customers. Support hours are Monday to Friday, 6am to 6pm (Sage local time). For P1 cases, support is available after-hours and during local holidays. Support may be accessed online or by phone for two (2) Designated Support Users; those users will provide first level support to Company's other users. All submitted cases will receive an acknowledgement through case comments, email notification, or phone call as follows: P1, within 1 business hour; P2, within 4 business hours; and P3, within 8 business hours. Company may purchase three (3) additional Designated Support Users.	1.00	0	0.00
Sage Intacct Collaborate	Sage Intacct Collaborate enables in-context team communication around transactions and other key elements of Sage Intacct. It captures dialogue and decisions for later reference, in Sage Intacct, your system of record. If you use Salesforce, you have the option of further streamlining communication between your Salesforce users and Sage Intacct users for cross-team communication for all synchronized objects. Salesforce synchronization requires Sage Intacct CRM Integration for Salesforce.	1.00	0	0.00
AP Automation - Up to 250 Credits / Month	AP Automation is described in more detail in the Monthly Services section. The annual subscription to this tier includes up to 250 credits per month. Monthly overage fees will apply if you exceed this use. You may upgrade to a higher tier at any time, but may not downgrade to a lower tier until the next annual subscription period.	1.00	1,320	1,320.00
Sage Intacct Web Services - Developer License	This license gives you the right to develop applications that access Sage Intacct's public Web Services connections, allowing customers and partners to create, update, and delete records within Sage Intacct via an API interface rather than through the application. Includes one (1) development environment. This license is required for any development relating to Sage Intacct's Web Services connections, whether by a third-party or for a company's internal use case.	1.00	1,320	1,320.00
			Sage Intacct Services Total:	USD 47,352.00

One-Time and Other Charges

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct API Overage	If you conduct more monthly API transactions than the amount included in your performance tier, then the following overage fees apply to each API transaction you conduct over those limits. The overage fees for API transactions are calculated here per pack of 10 API transactions and will be billed on a monthly basis.	0.00	0.17	0.00
			One-Time and Other Charges Total:	USD 0.00

Monthly Services

Product Name	Description	Quantity	Net Price Each	Total Price
AP Automation Subscription	Automate invoice input into Sage Intacct using Sage AI Services. When an invoice is sent via email or uploaded directly, AP Bill Automation digitizes the invoice, creates and populates a draft record,and attaches the digitized copy. AP Automation uses the following automation types, with credits used per automated transaction as noted: AP Bill - 1 credit Header-level matching - 1 credit Nonmatching - 1 credit Line-level matching - 2 credits	1.00	0.0	0.00
AP Automation - Overage	If you exceed your usage based fees, then the following overage fees apply for that month.	0.00	0.5	0.00
			Monthly Services Total:	USD 0.00

Grand Total: USD 47,352.00

TERMS:

This Order Schedule is subject to the Agreement between Sage Intacct, Inc. and City Of West Miami with effective date 30-Nov-2023, inclusive of any subsequent modifications, including as set forth at https://www.sageintacct.com/customer-terms-us/tos. All terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. Prices shown above do not include any taxes that may apply.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers or representatives, either by signature below or by electronic signature through DocuSign.

City Of West Miami	**Sage Intacct, Inc.**
_____	_____
(Authorized Signature)	**(Authorized Signature)**
_____	_____
(Printed Name and Title)	**(Printed Name and Title)**
_____	_____
(Signature Date)	**(Signature Date)**

Exhibit A
Additional Terms and Conditions
The following terms are added to, and in the event of a conflict prevail over, the Terms:

- During the subscription period of this Order Schedule, we will increase the pricing of your subscriptions one time annually by seven percent (7%) during the next two annual billing periods (i.e., years 2 and 3 of the subscription period of this Order Schedule). We will provide you with at least 30 days' written notice of any such increase and such increase will only apply at the beginning of the applicable annual billing period.

- Sage Intacct Financial Management includes up to two hundred (200) bank account connections through bank feeds. Bank feeds provide electronic access to thousands of financial institutions for bank reconciliations and matching payments to invoices.

- AP Automation overage payment terms: If your usage of AP Automation exceeds the purchased volume, then overage charges will accrue based on the number of credits used above the purchased volume in a given month. Payment is due 30 days from the date of invoice.

RESOLUTION # 2026-__

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, ESTABLISHING THE CITY OF WEST MIAMI AUDITOR SELECTION COMMITTEE IN ACCORDANCE WITH SECTION 218.391, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 218.391, Florida Statutes, provides that the governing body of a municipality shall establish an auditor selection committee prior to selecting and entering into a written contract for auditing services; and

WHEREAS, Section 218.391(2)(b), Florida Statutes, provides that the auditor selection committee must consist of at least three (3) members, which shall include a member of the governing body of the City of West Miami (the "City") who shall serve as the chair of the committee; and

WHEREAS, the chief executive officer, chief financial officer, or employee of the City may not serve as a member of the auditor selection committee but may serve in an advisory capacity; and

WHEREAS, the City is in need of procuring auditing services; and

WHEREAS, the City desires to convene an auditor selection committee in order to contract an auditor.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Establishment. The auditor selection committee is hereby established. The committee shall be tasked with assisting the City in the selection of an auditor to conduct the annual financial audit required by law. The auditor selection committee shall consist of three (3) members:

(1) _____

(2) _____

(3) _____

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

PASSED AND ADOPTED this 15th day of July, 2026.

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON __
VICE-MAYOR IVAN CHAVEZ, JR. __
COMMISSIONER JUAN M. BLANES __
COMMISSIONER GUSTAVO J. CEBALLOS __
COMMISSIONER VICTORIA DE LA TORRE GANS __

To: Honorable Mayor and City Commission

Date: August 12, 2026

From: Edward Silva, City Manager

Re: Retroactively Approving CDBG Urban Qualification Cooperation Agreement for Participation in FYs 2027-2029

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, RETROACTIVELY, TO JULY 28, 2026, APPROVING THE EXECUTION OF THE 1ST AMENDMENT TO THE URBAN QUALIFICATION COOPERATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF WEST MIAMI AMENDING THE FY 2023-2026 AGREEMENT; THIS AMENDMENT ALLOWS THE CITY DURING FY 2027-2029 TO RECEIVE AN ALLOCATION UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), AND THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME); AND ELIGIBLE TO APPLY FOR THE EMERGENCY SOLUTIONS GRANT (ESG), WHICH ARE FEDERAL ASSISTANCE PROGRAMS ADMINISTERED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), PROVIDED THAT THE CITY MEETS THE ELIGIBILITY CRITERIA DEFINED UNDER EACH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Administration*)

BACKGROUND AND ANALYSIS:

The Community Development Block Grant (CDBG) Program is authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting and development of viable urban communities. Program regulations are at 24 CFR Part 570.

The City has participated in the CDBG program in the past and has been the beneficiary of funds to renovate the Senior Center via Resolution 2012-17, and for the expansion of the Garden Club Park via Resolution 2016-48.

This CDBG agreement is triennially executed and this FYs cycle is for 2027, 2028 and 2029 to remain as active beneficiaries to be eligible for County allocations of funds related to the Community Development Block Grant, (CDBG), Home Investment Partnerships Program (HOME) and Emergency Shelter Grant (ESG) as part of the County's Entitlement Jurisdiction.

The County has provided the City with the first Amendment to Resolution #1058-11 for execution and to officially enter into the agreement for the three-year period for Federal Funding opportunities related to the previously stated programs. Because the City did not opt-out prior to April 16, 2026, by default the City continues to be a participant on this Cooperation Agreement with Miami-Dade County. The 1st amendment to this agreement had to be executed before July 31, 2026 so that the County can sign and deliver the agreement to The Department of Housing and Urban Development (HUD) who allocate these funds.

FISCAL IMPACT:
None at this time

Attachments:

A. Notification Letter to City of West Miami
B. Agreement Executed by the City Mayor
C. CPD-26-08: Instructions for Urban County Qualification for Participation in the CDBG Program for FYs 2027-2029

MIAMI-DADE COUNTY
Daniella Levine Cava
Mayor

Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, FL 33136-3914

miamidade.gov

July 22, 2026

Mayor Eric Diaz-Padron
City of West Miami
901 SW 62 Ave
West Miami, FL 33144

Via e-mail: EricDP@cityofwestmiami.org; ivanchavezjr@cityofwestmiami.gov; esilva@cityofwestmiami.gov

Re: Urban County Qualification for Participation in the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) for Fiscal Years (FY) 2027–2029

Dear Mayor Diaz-Padron:

Miami-Dade County Housing and Community Development did not receive a response from your municipality to our Urban County Participation Letter dated April 16, 2026, which means that your city may continue to be considered part of the Urban County for FY 2027-2029.

An election to continue to participate requires execution of the attached 1st Amendment to the Urban Qualification Cooperation Agreement with Miami-Dade County. It may also require approval by the city's governing body, and other documents and certifications required by HUD, as set forth in the attached CPD-26-08 Notice. **Failure to respond means that your city may continue to be considered part of the Urban County for FY 2027-2029.**

Please have your Chief Executive Officer execute the amendment and return it to Xavier Vega via e-mail at Xavier.Vega@miamidade.gov by **Friday, July 31, 2026**.

As part of the County's entitlement jurisdiction, we encourage your municipality to apply for an allocation of CDBG, HOME, and ESG funding through the County's annual competitive Request for Application (RFA) process.

If you need further information regarding this request on the Urban County Qualification process, please contact Mr. Xavier Vega, HCD Manager at 786-469-2141.

Sincerely,

Lakisha Gray

Lakisha Gray
Division Director 2

Enclosure

c: Nathan Kogon, AICP, Director, HCD
Clarence D. Brown, Deputy Director, HCD
Elissa Plancher, Assistant Director, HCD
Xavier Vega, HCD Manager, HCD
Cordella Ingram, Principal Planner, HCD

Resolution No. R-1058-11

1ST AMENDMENT
TO THE URBAN QUALIFICATION COOPERATION AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF WEST MIAMI

This Amendment amends the Urban Qualification Cooperation Agreement for the Miami-Dade County Community Development Block Grant and Home Investment Partnerships Program Funds for FY 2023-2026 Between Miami-Dade County and CITY OF WEST MIAMI, executed on 9/27/2023 (the "Contract" or "Agreement"). Miami-Dade County shall hereinafter be referred to as the "County". CITY OF WEST MIAMI shall hereinafter be referred to as the "City."

The Contract, which shall be automatically renewed pursuant to Section 3 of the Contract for the Qualification Period consisting of FY 2027-2029 is amended as follows:

Page 1 of the Agreement is hereby amended by adding the following new Whereas clause:

WHEREAS, the County Mayor or County Mayor's designee is authorized to execute this Agreement on the County's behalf,

Paragraph 1 shall be amended to read:

1. The City, by executing this Agreement, understands and agrees that:

   a. City may receive an allocation under the CDBG and HOME Programs through the County's Request for Application Process. If the County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments. (Note: this does not preclude the County or the City from applying for State HOME funds if the State allows.); and
   b. City may not apply for grants from appropriations under the State CDBG Program for the fiscal years City participates in the County's CDBG program; and
   c. City may receive an allocation under the ESG program only through the County. However, City may apply to the State for ESG funds, if the State allows.

Paragraph 2 shall be amended to read:

2. This Agreement shall remain in effect for the three-year County Qualification Program period of Fiscal Years 2027, 2028, and 2029 for which the County is to qualify to receive Federal Funds. This Agreement shall remain in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period and any successive qualification periods pursuant to automatic renewal of this Agreement) are expended and the funded activities completed, and the County and the City cannot terminate, withdraw, or be removed from the program while the Agreement remains in effect

Paragraph 3 shall be amended to read:

3. This Agreement will renew automatically for participation for one successive three-year Urban County qualification period (Federal Fiscal Years 2030, 2031, and 2032) at the discretion of the County unless the County or the City provides written notice to the other

Party that it elects not to participate in a new Qualification Period. The City and County agree that a copy of such notice shall be timely sent to the HUD Field Office.

Paragraph 5 shall be amended to read:

5. The Parties agree that they will timely execute any amendments to the Agreement necessary to comply with the requirements for cooperation agreements, including those for automatic renewals, set forth in the current Urban County Qualification Notice, attached as Exhibit A, or future urban county qualification notices from HUD for the current or any future Qualification Period. The Parties further agree that any amendment so executed will be timely submitted to HUD. Failure to comply with the requirements of this section may cause the County to void the automatic renewal for the applicable qualification period.

Paragraph 6 shall be amended to read:

6. The County and City agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities, as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

Paragraph 10 shall be amended to read:

10. The County and the City affirm that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the City.

Except for any changes enumerated above, all provisions of the Contract shall remain in full force and effect. This Amendment is hereby made a part of the Contract.

This Amendment shall be valid when signed by all parties.

[Signature Page to Follow]

IN WITNESS THEREOF, the parties hereto have caused this two (2) page amendment to be executed by their undersigned officials as duly authorized, this _____ day of _____2026.

CITY OF WEST MIAMI

By: _____

Name: Eric Diaz-Padron

Title: Mayor

Date: 7/28/26

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

Date: _____

ATTEST

By: _____

Name: _____

Title: Clerk of Board of County Commissioners

Date: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

SPECIAL ATTENTION:
All Regional Administrators
All CPD Regional Offices
All CPD Field Office and Program Directors
All OGC Field and Regional Offices
All CDBG Grantees

NOTICE: CPD-26-08
Issued: May 15, 2026
Expires: Remains in effect until amended, superseded, or rescinded.
Supersedes: Notice CPD-25-04
Cross Reference: 24 CFR 570.307

SUBJECT: *Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program*

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SECTION 1: OVERVIEW OF THE URBAN COUNTY NOTICE

1.1 Who's this Notice for?

The Urban County Notice is for:

- All Community Development Block Grant (CDBG) grantees (Urban Counties, Metropolitan Cities, and States)
- Units of general local government (UGLGs) in Urban Counties
- HUD Community Planning and Development (CPD) field and regional staff
- HUD Office of General Counsel (OGC) field and regional staff

***CPD field offices must provide copies of this Notice each year to*:**

1. All currently qualified Urban Counties
2. Any county that can qualify as a new Urban County
3. Each state administering the State CDBG Program which includes a potentially eligible new Urban County

NOTE: CPD field offices should encourage Urban Counties and potential new Urban Counties to visit the HUD Exchange Urban Counties website for more guidance on Urban County qualification.

1.2 What is an "Urban County" in the CDBG Program?

Urban Counties are counties in metropolitan areas that qualify to directly receive CDBG annual formula funding because they meet a population threshold (generally 200,000), or meet other special characteristics, identified in the Housing and Community Development Act (HCDA) of 1974, as amended.[1] Urban Counties are CDBG Entitlement Communities under the CDBG Program. For more detailed information on the statutory requirements to be qualified as an Urban County, GO TO ATTACHMENT 1. For definitions of the terms used in this Notice, GO TO ATTACHMENT 2.

1.3 What is Urban County "qualification" and why are Urban Counties required to requalify every three federal fiscal years (FYs)?

1.3.1 Urban County qualification is required by the HCDA and CDBG regulations

The HCDA of 1974, as amended, and CDBG program regulations at 24 CFR Part 570 require counties to "qualify" as Urban Counties through a process that involves submitting specific qualification documentation to HUD. The overall reason HUD must qualify Urban Counties is to ensure they are eligible for CDBG funding.

[1] Refer to the official definition of Urban Counties at Section 102(a)(6)(A) of the HCDA for more information: https://www.govinfo.gov/content/pkg/COMPS-10382/pdf/COMPS-10382.pdf

Per CDBG program regulations on Urban Counties at 24 CFR 570.307(a):

"*The Secretary will determine the qualifications of counties to receive entitlements as urban counties upon receipt of qualification documentation from counties at such time, and in such manner and form as prescribed by HUD. The Secretary shall determine eligibility and applicable portions of each eligible county for purposes of fund allocation under section 106 of the [HCDA] on the basis of information available from the U.S. Bureau of the Census with respect to population and other pertinent demographic characteristics, and based on information provided by the county and its included units of general local government.*"

1.3.2 Urban Counties are required to requalify every three federal fiscal years (FYs)

The three-fiscal-year Urban County qualification period is a statutory requirement,[2] which is also codified in CDBG program regulations at 24 CFR 570.307(d)(1): "*The qualification by HUD of an urban county shall remain effective for three successive Federal fiscal years regardless of changes in its population…*"

1.3.3 Purposes of Urban County qualification

The four main purposes are officially verifying and ensuring:

1. Counties meet the population threshold to be an Urban County. In general, this is based on the combined population in: a) the county's unincorporated areas and b) "participating" units of general local government (*Participating UGLGs*).[3]
2. HUD can accurately allocate formula grant funding for the CDBG program (and HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG) programs, if applicable).[4] Urban County "configurations" affect formula funding amounts across the entire CDBG Entitlement grantee portfolio.[5]
3. Intergovernmental agreements or IGAs (agreements between local governments)[6] for Urban Counties are legally sufficient for HUD. These legal agreements are between Urban Counties and Participating UGLGs (or Metropolitan Cities).
4. Participating UGLGs (in *Cooperation Agreements*) and Metropolitan Cities (in *Joint Agreements*) have an opportunity every three years to choose whether to continue, or opt out of, participating in their Urban County.

[2] Section 102(d) of the HCDA (42 U.S.C. 5302(d)) states: "*The population of any UGLG which is included in that of an urban county [...] shall be included in the population of such urban county for three program years beginning with the program year that its population was first so included.*"

[3] The population of Metropolitan Cities is never counted towards Urban Counties, including under *Joint Agreements*.

[4] The HOME and ESG programs are marked "if applicable" because not all Urban Counties receive HOME or ESG funding. Some Urban Counties are not eligible and some choose not to participate in those programs.

[5] There are approximately 1,300 CDBG Entitlement Communities (cities and counties), which directly receive CDBG grants annually. There are approximately 1,100 Metropolitan Cities and approximately 200 Urban Counties.

[6] There are two types of agreements: 1) *Cooperation Agreements* (between Urban Counties and Participating UGLGs); and 2) *Joint Agreements* (between Urban Counties and Metropolitan Cities [CDBG Entitlements]).

1.4 What's covered in this Notice?

This Notice establishes and explains requirements for Urban County qualification.[7] Below is a summary of the Notice's sections and attachments:

- ***Section 1: Overview of the Urban County Notice*** (this section) introduces this Notice and Urban County qualification. Please note that SECTION 1.5 highlights the changes HUD is making to this Notice from Notice CPD-25-04.
- ***Section 2: The Urban County Qualification Process*** provides a step-by-step process map of the qualification process and a brief explanation of each step in the process. This section will help you understand how the process works.
- ***Section 3: Your Urban County Qualification Package*** covers the requirements for your county's "qualification package" that you must submit to your CPD field office. It also provides instructions on how to submit your qualification package. Specifically, this section provides guidance on: 1) *Urban County Participation Decision Letters*; 2) *Cooperation Agreements* and *Joint Agreements*; and 3) *County Counsel Legal Opinion Letters*.
- ***Section 4: Requirements, Deadlines, Urban County Lists, and Other Guidance*** summarizes all requirements to receive CDBG funding as an Urban County, provides more information on the *Urban County Qualification Deadlines* and *Urban County Lists* that HUD will publish annually on the HUD Exchange Urban Counties website, and provides other technical guidance for qualifying counties.
- ***Attachments*** includes six attachments:

  Attachment 1: *Statutory Requirements to be an Urban County*

  Attachment 2: *Definitions of Urban County Terms*

  Attachment 3: *HUD Requirements and Sample Language for Cooperation Agreements*

  Attachment 4: *HUD Requirements and Sample Language for Joint Agreements*

  Attachment 5: *Cooperation Agreements vs. Joint Agreements Comparison Table*

  Attachment 6: *Urban County Qualification Scenarios Comparison Table*

1.5 What's new in this Notice?

- ***Converted to a standing Notice:*** HUD will no longer publish an Urban County Notice annually. This Notice will remain in effect until amended, superseded, or rescinded by a new Urban County Notice. As a supplement to this Notice, HUD will publish three additional guidance products annually on the HUD Exchange Urban Counties website: 1) *Urban County Qualification Deadlines*; 2) *Urban County Lists*; and 3) *Metropolitan Cities in Joint Agreements with Urban Counties*.

[7] In this Notice, HUD uses the phrases "Urban County qualification" or "qualifying Urban Counties" for simplicity instead of using "Urban County qualification and requalification" or "qualifying or requalifying Urban Counties." Requalifying as an Urban County is essentially the same process as qualifying the first time.

- ***Removed references to specific fiscal years (FYs) and three-year Urban County qualification periods:*** Because HUD converted this Notice to a standing Notice, this Notice no longer refers to specific FYs or specific three-year qualification periods (e.g., FYs 20XX–20XX). The only exception is to explain the effective date of HUD's policy change to "auto-renewal" of Urban County agreements.

- ***Added new content in Section 1 (Overview of the Urban County Notice):*** HUD added new content to Section 1 to provide more foundational information on Urban County qualification for grantees and HUD staff. The new sections (SECTION I.2 and SECTION I.3) explain the statutory and regulatory basis for Urban County qualification under the HCDA of 1974, as amended, and CDBG regulations at 24 CFR 570.307. HUD also more thoroughly explains the purposes of Urban County qualification in SECTION I.3.3.

- ***Revised Section 2 (The Urban County Qualification Process):*** HUD revised the *Step-by-Step Process Map* (GO TO SECTION 2.1) and the narrative explanation of each step in the process (GO TO SECTION 2.2). HUD revised these sections to improve the explanation of the qualification process, and made minor revisions to the final steps of the process to ensure CPD field staff and Urban Counties are notified which counties are qualified for the next three-year qualification period.

- ***Replaced the previous Section 3 with a new Section 3 ("Your Urban County Qualification Package") and added content reorganized from other sections in previous Notices:*** HUD added this new section to consolidate guidance on the "qualification package" Urban Counties must submit to CPD field offices: 1) *Urban County Participation Decision Letters*, 2) *Cooperation Agreements* and *Joint Agreements* (if any), and 3) *County Counsel Legal Opinion Letters*.

- ***Replaced the previous Section 4 (Attachments) with the previous Section 3 and revised the name and content of the new Section 4 ("Requirements, Deadlines, Urban County Lists, and Other Guidance"):*** The new Section 4 summarizes all requirements, explains "qualification scenarios" counties will be in over time, and explains the *Urban County Qualification Deadlines* and *Urban County Lists* which will be updated each year on the HUD Exchange Urban Counties website.

- ***Eliminated specific names for Urban County notification letters:*** HUD eliminated the four specific names for notification letters to UGLGs and Metropolitan Cities (e.g., *Notification of Opportunity to be Excluded*) in favor of using a single name for all notification letters: *Urban County Participation Decision Letters*. HUD made this change to make it easier for grantee staff to understand the notification letters. This change does not imply all notification letters to UGLGs have the same requirements (they do not). However, all letters are seeking CDBG program participation decisions from UGLGs and Metropolitan Cities in Urban Counties (opting in/out of the Urban County). HUD believes the new naming convention for these letters is simpler and easier to understand.

- ***Changed HUD's policy on "auto-renewal" of Cooperation and Joint Agreements (effective for the FY 2027 Urban County Qualification Process):*** In this Notice, HUD is notifying Urban Counties and partnering local governments that HUD is changing its policy on "auto-renewal" of *Cooperation Agreements* and *Joint Agreements*. Please note that this new policy will go into effect for the FY 2027 Urban County qualification process (for the FYs 2028–2030 qualification period). HUD is delaying the effective date to provide Urban Counties sufficient time to implement this policy change.
    - Under the new policy, *Cooperation* and *Joint Agreements* may only auto-renew for one three-fiscal-year qualification period, rather than in perpetuity. Essentially, the agreements may only be in place for a maximum of six years (two qualification periods)[8] before the parties involved must reauthorize and re-execute the agreement(s). GO TO SECTION 3.7 to learn more about the new policy.

- ***Defined additional Urban County Terms (Attachment 2):*** HUD defined more terms used in this Notice to help grantees and HUD staff, especially new staff, better understand Urban County qualification. There are many unique terms related to Urban Counties and the qualification process. This attachment provides a helpful resource for readers to learn what specific Urban County terms mean.

- ***Revised HUD Requirements for Cooperation Agreements and Sample Language for Cooperation Agreements (Attachment 3):*** HUD made minor adjustments to *Cooperation Agreement* requirements and the sample language for *Cooperation Agreements* and combined these two previous attachments into one. Most of the adjustments HUD made were to conform this attachment with HUD's new policy on "auto-renewal" of Urban County agreements.

- ***Added new guidance on HUD Requirements and Sample Language for Joint Agreements (Attachment 4):*** HUD added new guidance to clarify requirements, and provide sample language, for *Joint Agreements*. HUD added this guidance to avoid confusion for grantees about what must be included in *Joint Agreements*. While the requirements for *Cooperation Agreements* and *Joint Agreements* are similar, there are several differences.

- ***Added new Cooperation Agreements vs. Joint Agreements Comparison Table (Attachment 5):*** HUD added this new table to provide a useful tool for Urban Counties, UGLGs, and Metropolitan Cities to compare the differences between *Cooperation Agreements* and *Joint Agreements*. HUD added this guidance due to confusion among Urban Counties, UGLGs, and Metropolitan Cities on the distinction between *Cooperation Agreements* and *Joint Agreements*.

[8] HUD will allow an emergency exception to allow agreements to auto-renew for one additional qualification period (maximum total of nine years) with written approval from the Urban County's CPD field office.

- ***Revised and improved the Urban County Qualification Scenarios Comparison Table (Attachment 6):*** HUD made minor adjustments to this table to better explain the distinctions between the three Urban County qualification scenarios that Urban Counties may experience any given year.

1.6 Who can I contact if I have questions?

Contact your CPD Representative or your CPD field office. To reach the CPD Entitlement Communities Division with questions about Urban Counties, email urbancounties@hud.gov.

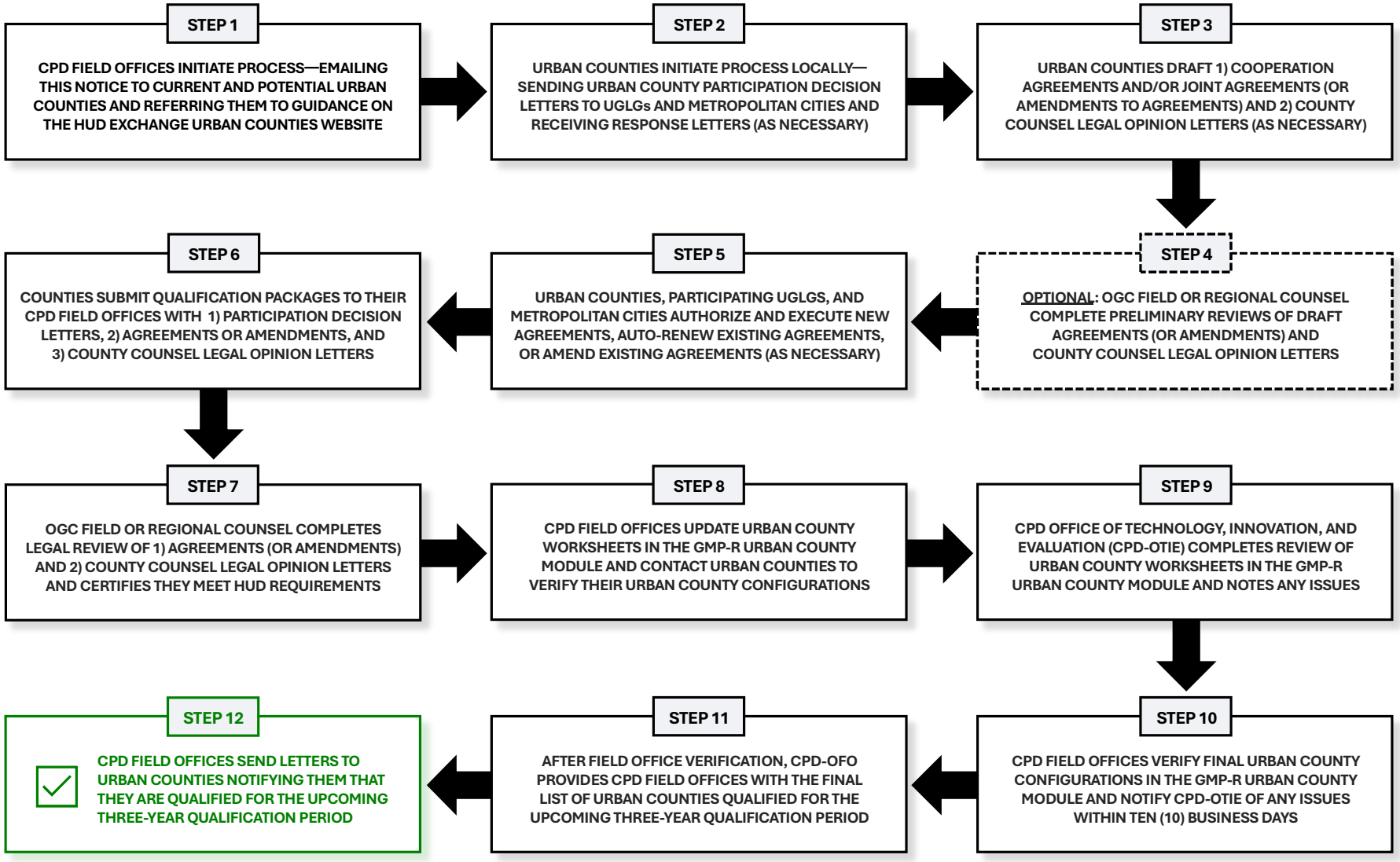
NOTE: HUD encourages Urban Counties, potential new Urban Counties, and UGLGs in Urban Counties to contact their CPD field office first before emailing the CPD Entitlement Communities Division.

1.7 Paperwork Reduction Act (PRA) information

The Office of Management and Budget (OMB) has approved the information collection requirements in this Notice under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501–3520). The assigned OMB control number for this information collection is 2506-0170.

SECTION 2: THE URBAN COUNTY QUALIFICATION PROCESS

2.1 Step-by-Step Process Map: The Urban County Qualification Process



2.2 What happens during each step in the Urban County qualification process?

2.2.1 Step 1: CPD field offices initiate process—emailing this Notice to current and potential Urban Counties and referring them to guidance on the HUD Exchange Urban Counties website

CPD field offices initiate the Urban County qualification process by emailing this Notice to all currently qualified (and potential new) Urban Counties. In this email, CPD field offices will also refer counties to two additional guidance products that HUD will publish annually on the HUD Exchange Urban Counties website: 1) *Urban County Qualification Deadlines* and 2) *Urban County Lists*.

NOTE: GO TO SECTION 4.3 for more information on *Urban County Qualification Deadlines* and GO TO SECTION 4.4 for more information on *Urban County Lists*.

2.2.2 Step 2: Urban Counties initiate process locally—sending *Urban County Participation Decision Letters* to UGLGs and Metropolitan Cities and receiving response letters (as necessary)

RECOMMENDATION: HUD recommends that Urban Counties begin outreach with UGLGs and Metropolitan Cities in their county near the beginning of the year (e.g., January) to secure their participation decisions on joining, continuing, or opting out of their Urban County for the next three-fiscal-year qualification period. Counties should not wait for HUD to contact them (Step 1) OR for HUD to publish an updated Urban County Notice or updated *Urban County Qualification Deadlines* and *Urban County Lists*. Beginning the Urban County qualification process in January of the qualification year allows 8-9 months to complete the whole process.

Your county will initiate the qualification process locally by contacting all UGLGs in your county (including potential new Metropolitan Cities) in writing (letters) to determine their CDBG program participation decisions for the upcoming three-year Urban County qualification period. With this Notice, HUD is renaming these official letters: *Urban County Participation Decision Letters.*

NOTE: GO TO SECTION 3.3 for guidance on *Urban County Participation Decision Letters* and GO TO SECTION 4.6 for guidance on potential new Metropolitan Cities. (The U.S. Census Bureau identifies potential new Metropolitan Cities around July or August each year based on updated data.)

Urban Counties are not required to contact *current* Metropolitan Cities (independent CDBG Entitlement grantees) with *Urban County Participation Decision Letters*. However, your Urban County may consider communicating with *current* Metropolitan Cities to discuss partnering with your Urban County under a *Joint Agreement*.

NOTE: HUD understands that relationships between Urban Counties and *current* independent Metropolitan Cities (CDBG Entitlements) vary widely across the Nation. Most *current* independent Metropolitan Cities will prefer to administer their own CDBG programs and are not interested in joining an Urban County. However, some current independent Metropolitan Cities may be interested in pursuing a *Joint Agreement* with their Urban County.

2.2.3 Step 3: Urban Counties draft 1) *Cooperation Agreements* with Participating UGLGs and/or *Joint Agreements* with Metropolitan Cities (or amendments to agreements) and 2) County Counsel Legal Opinion Letters (as necessary)

After your county secures participation decisions, you will draft: 1) *Cooperation Agreements* with Participating UGLGs and/or *Joint Agreements* with Metropolitan Cities (or amendments to agreements) AND 2) a *County Counsel Legal Opinion Letter* (as necessary). GO TO SECTION 3 for the requirements for these documents.

HUD RECOMMENDATION: HUD encourages your county to submit a draft *Cooperation Agreement* and/or draft *Joint Agreement* (or draft amendment) for a preliminary legal review by OGC Field or Regional Counsel. This may help avoid time-consuming, back-and-forth revisions between your county and HUD after you submit your qualification package (Step 6). For example, it may help avoid HUD deeming your agreement(s) or amendment(s) unacceptable after all your Urban County's participating governments have authorized and executed them. Your county should request a preliminary review early enough in the process to execute any needed changes before the deadline for submitting your complete Urban County qualification package to HUD.

2.2.4 Step 4 (Optional Step): OGC Field or Regional Counsel complete preliminary reviews of draft *Cooperation* and/or *Joint Agreement(s)* (or amendments) and County Counsel Legal Opinion Letters

If your Urban County chooses to submit a draft *Cooperation Agreement* and/or *Joint Agreement* to HUD (or draft amendment), OGC Field or Regional Counsel will perform a preliminary legal review of your draft agreement (or amendment) and *County Counsel Legal Opinion Letter* (if also provided). This optional step includes any back-and-forth between HUD and your county on revising the draft agreement (or amendment) and *County Counsel Legal Opinion Letter*.

2.2.5 Step 5: Urban Counties, Participating UGLGs, and Metropolitan Cities authorize and execute new agreements (or amendments to existing agreements) OR "auto-renew" existing agreements per HUD's "auto-renewal" policy (as necessary)

Your county must officially authorize and execute new *Cooperation Agreements* and/or *Joint Agreements* (or amendments to existing agreements). This means securing authorization from governing bodies for all participating governments (e.g., city or county council resolutions) AND executing agreements/amendments with signatures from the chief executive officers[9] of all participating governments. HUD will accept "digital" signatures if they show a) verification the chief executive officer (or their designee) completed the signature and b) a time and date stamp.

[9] The "chief executive officer" is an elected official, or legally designated official, who has the primary responsibility for the conduct of governmental affairs. Examples include the mayor, county executive, board chairperson, or governor. Refer to the official definition at 24 CFR 570.3.

Existing Urban County agreements that contain auto-renewal provisions may also be "auto-renewed," consistent with HUD's "auto-renewal" policy for *Cooperation Agreements* and *Joint Agreements*.

NOTE: HUD is announcing a new "auto-renewal" policy in this Notice. However, that policy will not take effect until the FY 2027 Urban County qualification process and does not affect Urban Counties qualifying in FY 2026 (for FYs 2027–2029). GO TO SECTION 3.7 for more information.

2.2.6 Step 6: Urban Counties submit qualification packages to their CPD field offices with 1) *Urban County Participation Decision Letters*, 2) *Cooperation* and/or *Joint Agreements* (or amendments), and 3) *County Counsel Legal Opinion Letters*

Your county must submit its final Urban County qualification package to your CPD field office with all required qualification documents for HUD's review and approval. As necessary, your package must include: 1) all *Urban County Participation Decision Letters*, 2) authorized and executed *Cooperation Agreements* and/or *Joint Agreements* (or amendments), and 3) a *County Counsel Legal Opinion Letter*. GO TO SECTION 3 for more guidance on the documents you must submit to your CPD field office.

NOTE: Counties seeking Urban County qualification for the first time must submit their package to their CPD field office and the CPD Entitlement Communities Division (urbancounties@hud.gov). GO TO SECTION 4.5 for more guidance on Urban County qualification for *First-Time Qualifiers*.

2.2.7 Step 7: OGC Field or Regional Counsel completes official legal review of 1) *Cooperation* and/or *Joint Agreements* (or amendments) and 2) *County Counsel Legal Opinion Letters* and certifies they meet HUD requirements

OGC Field or Regional Counsel completes its official review of your *Cooperation* and/or *Joint Agreements* (or amendments) and *County Counsel Legal Opinion Letter*. OGC Field or Regional Counsel must officially certify that each agreement meets HUD requirements for *Cooperation Agreements* and *Joint Agreements* in this Notice. OGC Field or Regional Counsel submit their certifications to the CPD field office.

2.2.8 Step 8: CPD field offices update Urban County worksheets in the GMP-R Urban County Module and contact Urban Counties to verify their Urban County configurations

Based on the documentation submitted by Urban Counties, CPD field offices will update Urban County worksheets in the GMP-R Urban County Module. CPD field offices will also update Urban County worksheets for currently qualified Urban Counties adding new *Participating UGLGs* for the rest of their qualification period.

After CPD field staff update the worksheets, they will send them to Urban Counties to double-check and verify the data on the Participating UGLGs and Metropolitan Cities (in *Joint Agreements*) for each Urban County. Verifying this data is accurate is critical because your Urban County's population size affects formula funding allocations across the entire CDBG Entitlement grantee portfolio.

2.2.9 Step 9: CPD Office of Technology, Innovation, and Evaluation (CPD-OTIE) completes review of Urban County worksheets in the GMP-R Urban County Module and notes any issues

CPD-OTIE will review the Urban County worksheets in the GMP-R Urban County Module and will note any issues with the worksheets (Urban County configurations) that need to be resolved by CPD field offices.

2.2.10 Step 10: CPD field offices verify final Urban County configurations in the GMP-R Urban County Module and notify OTIE of any issues within ten (10) business days

CPD field offices will review and verify the final Urban County configurations in the GMP-R Urban County Module. CPD field offices must notify CPD-OTIE within ten (10) business days if there are any data errors in the Urban County worksheets and work with CPD-OTIE to resolve those issues.

2.2.11 Step 11: After field office verification, CPD-Office of Field Operations (CPD-OFO) provides CPD field offices with the final list of Urban Counties qualified for the upcoming three-year qualification period

Following field office verification that Urban County worksheets are accurate, CPD-OFO, CPD-OBGA, and CPD-OTIE will coordinate and concur on the final list of Urban Counties qualified for the upcoming three-year qualification period. CPD-OFO will distribute this final list of Urban Counties to all CPD field offices, with instructions to notify Urban Counties that they are officially qualified.

2.2.12 Step 12: CPD field offices send letters to Urban Counties notifying them that they are qualified for the upcoming three-year qualification period

CPD field offices will notify your Urban County in writing that your county is qualified as an Urban County for the upcoming three-year qualification period.

2.3 How long is my Urban County's qualification period?

After qualifying, your county is entitled to receive CDBG funds as an Urban County for three consecutive fiscal years, if Congress appropriates funds and if your county submits its Consolidated Plan/Action Plan by August 16 each year. Urban Counties requalify for their *next* qualification period in their third and final year of their *current* qualification period.

2.4 Can my Urban County add new Participating UGLGs during our three-year qualification period?

Yes. Your Urban County may add previously *Nonparticipating UGLGs* to your Urban County as Participating UGLGs for your second and/or third years of your qualification period if UGLGs decide they want to participate. During years 1–2 of your qualification period, your county may choose to send an *Urban County Participation Decision Letter*

to any *Nonparticipating UGLGs* in your county offering them the opportunity to join your Urban County for the remainder of the qualification period. Sending reminder letters to *Nonparticipating UGLGs* during your Urban County's qualification period about their opportunity to join is optional.

NOTE: HUD calculates your Urban County's CDBG grant amount annually and it will account for the addition of any new *Participating UGLGs* for the second and/or third years of your qualification period.

2.5 Can my Urban County add a Metropolitan City as a *Joint Recipient* (under a *Joint Agreement*) during our three-year qualification period?

No. Your Urban County may only add a Metropolitan City as a *Joint Recipient* (under a *Joint Agreement*) during your Urban County's qualification year for the next three-year qualification period. Per 24 CFR 570.308(a)(1), *Joint Requests* for an Urban County to administer a Metropolitan City's CDBG grant program, in addition to administering the Urban County's CDBG program, may only be submitted and considered by HUD the year that your Urban County is requalifying.

2.6 Can a Participating UGLG (in a *Cooperation Agreement*) OR a Metropolitan City (in a *Joint Agreement*) withdraw from our Urban County during our three-year qualification period?

No. Participating UGLGs in *Cooperation Agreements* may not withdraw from your Urban County during your qualification period—unless your county does not receive a CDBG grant for any year during the qualification period. Participating UGLGs must continue to participate in your Urban County even if they become eligible to be a Metropolitan City during your Urban County's three-year qualification period. Similarly, Metropolitan Cities in *Joint Agreements* with your Urban County also may not withdraw from your Urban County during your three-year qualification period—unless your county does not receive a CDBG grant for any year during the qualification period.

NOTE: If an unincorporated area of your county incorporates (becomes an UGLG) during your qualification period, it must remain part of your Urban County until your current qualification period ends. If this occurs, your county must execute a *Cooperation Agreement* with the new UGLG if your county does not have "essential powers" in UGLGs.

2.7 What is HUD's "Determination of Essential Powers"?

As part of Urban County qualification, HUD must determine where your county can legally carry out "essential community development and housing assistance activities." HUD calls this the "Determination of Essential Powers," and usually makes this determination the first time an Urban County qualifies. When an Urban County is requalifying, HUD may rely on its previous determination(s), unless there is evidence to the contrary.

In the Determination of Essential Powers, OGC Field or Regional Counsel determines the legal authority of your county to conduct "essential community development and housing

assistance activities" in your county's 1) unincorporated areas and 2) UGLGs (without consent by UGLG governing bodies). In carrying out its review, OGC Field or Regional Counsel may request and consider information provided by your county, in addition to other relevant information obtained from independent sources.

To be qualified as an Urban County, your county must have "essential powers" in its unincorporated areas, at a minimum, per the HCDA of 1974, as amended. This requirement and the quoted language on "essential powers" is in the HCDA of 1974, as amended, and CDBG program regulations on Urban Counties at 24 CFR 570.307, as shown below:

- Per Section 102(a)(6)(A)(i) of the HCDA of 1974, as amended, an Urban County must be "*authorized under State law to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government…*"
- Per the Urban Counties regulations at 24 CFR 570.307(b)(1): "*the Secretary shall determine which counties have authority to carry out essential community development and housing assistance activities in their included units of general local government without the consent of the local governing body* ***and*** *which counties must execute cooperation agreements with such units to include them in the urban county for qualification and grant calculation purposes*."

NOTE: "Essential powers" are granted (or not granted) by state governments under state laws. Most states only grant counties "essential powers" in unincorporated areas, and not in their UGLGs because UGLGs are granted authority over their jurisdictions. Because most states do not grant their counties "essential powers" in UGLGs, *Cooperation Agreements* are generally required for all *Participating UGLGs* that wish to join an Urban County. *Joint Agreements* are required between Urban Counties and Metropolitan Cities.

SECTION 3: YOUR URBAN COUNTY QUALIFICATION PACKAGE

3.1 What documents must I submit in my Urban County's qualification package?

Your Urban County must submit three sets of documents to your CPD field office:

1. *Urban County Participation Decision Letters* exchanged back and forth between your county, UGLGs, and Metropolitan Cities about participating or not participating in your Urban County's CDBG program
2. Authorized and executed *Cooperation Agreements* with Participating UGLGs and/or *Joint Agreements* with Metropolitan Cities (or *Amendments* to agreements)
3. *County Counsel Legal Opinion Letter*

3.2 How do I submit my Urban County's qualification package to HUD?

You should submit your qualification package to your CPD field office via email to your CPD Representative. If you are a *First-Time Qualifier*, your county must submit your qualification package to your CPD field office and the CPD Entitlement Communities Division (urbancounties@hud.gov).

NOTE: GO TO SECTION 4.5 for more guidance for *First-Time Qualifiers*.

3.3 What are HUD's requirements for *Urban County Participation Decision Letters*?

HUD has simplified the naming convention for the notification letters that qualifying Urban Counties must send to UGLGs and Metropolitan Cities during the qualification process. The new name for these letters is simpler and more descriptive: *Urban County Participation Decision Letters*. HUD changed the name of the letters to better capture their purpose: securing CDBG program *participation decisions* from UGLGs and Metropolitan Cities for the Urban County's upcoming three-year qualification period.

NOTE: *Urban County Participation Decision Letters* refers to both the outgoing letters sent by the qualifying Urban County and any response letters received from UGLGs or Metropolitan Cities.

3.3.1 *Urban County Participation Decision Letters* for all UGLGs in your county

Each time your Urban County qualifies, you must contact all UGLGs in your county (except *current* independent Metropolitan Cities) with an *Urban County Participation Decision Letter*. This is true regardless of a) each UGLG's past CDBG program participation decisions, b) if your county has "essential powers" in UGLGs, and c) if you have *Auto-Renewal Cooperation Agreements* in place. For example, your Urban County may have a Nonparticipating UGLG that has chosen not to participate for 25 years. When your Urban County requalifies every three years, you still must give this UGLG the opportunity to change their CDBG program participation decision and join your Urban County's CDBG program.

Letter Requirements and CDBG Program Participation Options for UGLGs

UGLGs in requalifying Urban Counties will be in a variety of scenarios during an Urban County's requalification year, depending on the relationships and legal authorities between the Urban County and its UGLGs. For example, when Urban Counties are requalifying, some UGLGs will be:

- Participating UGLGs in the Urban County in its current qualification period (either in a *Cooperation Agreement* or not, depending on "essential powers.")
- Nonparticipating UGLGs in the Urban County in its current qualification period.
- "Split places," which have unique CDBG program participation options because their jurisdictions are in multiple counties.

If your Urban County has "essential powers" in UGLGs (applies to few states): UGLGs are automatically included as participants in your Urban County—unless they ask to be excluded from the Urban County. If these UGLGs do not respond to your *Urban County Participation Decision Letter*, they will be included in your Urban County (even if they chose to be a Nonparticipating UGLG during the last qualification period). They must opt out of each qualification period.

If your Urban County does not have "essential powers" in UGLGs: UGLGs must choose to join your Urban County and must execute a *Cooperation Agreement*. If these UGLGs do not respond to your *Urban County Participation Decision Letter*, they cannot be included in your Urban County.

Regardless of each UGLG's specific situation, your Urban County must a) contact all UGLGs (*except current independent Metropolitan Cities/CDBG Entitlements*) to notify them of their CDBG program participation options for your Urban County's upcoming three-year qualification period and b) request their participation decisions in a response letter by the deadline set in the *Urban County Qualification Deadlines* posted on the HUD Exchange Urban Counties website.

CDBG Program Participation Options for UGLGs currently in *Cooperation Agreements* with your Urban County (currently Participating UGLGs)

1. Continue as a Participating UGLG in your Urban County by renewing their *Cooperation Agreement* for the upcoming three-year qualification period. This means submitting a newly-executed agreement OR auto-renewing the agreement, per HUD's "auto-renewal" policy. (Please note again that the new "auto-renewal" policy outlined in SECTION 3.7 will take effect in FY 2027.)
2. Opt out of being a Participating UGLG in your Urban County by terminating or not renewing their *Cooperation Agreement* for the upcoming three-year qualification period. After opting out, an UGLG may choose to seek State CDBG program funding as a Non-Entitlement UGLG OR not participate in the CDBG program altogether.

CDBG Program Participation Options for UGLGs that are currently Nonparticipating UGLGs in your Urban County

1. Join your Urban County as a Participating UGLG by executing a *Cooperation Agreement* with your Urban County, if necessary, based on "essential powers."
2. Continue to opt out of your Urban County by responding to your Urban County's letter stating that their UGLG does not wish to participate. After opting out, an UGLG may choose to seek State CDBG program funding as a Non-Entitlement UGLG OR not participate in the CDBG program altogether.

CDBG Program Participation Options for "Split Places" (UGLGs whose jurisdictions are "split" across two or more counties)

For split places partly located in only ONE Urban County, one of these applies:

1. If it's a split place where your county has essential powers in incorporated areas (rare), the entire area of the split place will be included in your Urban County for the qualification period (*unless the split place asks to be excluded*); OR
2. If the split place can only be included in your Urban County with a *Cooperation Agreement*, the entire area of the split place may be included in your Urban County for the qualification period after executing a *Cooperation Agreement*.

For split places partly located in TWO OR MORE Urban Counties, the split place may choose from one of three participation options:

1. To be excluded from all Urban Counties
2. To be included entirely in one Urban County and excluded from the other Urban County(ies)
3. To participate in more than one Urban County in which it's partially located, but there must be no overlapping. Your Urban County can't expend CDBG funds in the part of a split place that is in another Urban County's CDBG program.

3.3.2 OPTIONAL: *Urban County Participation Decision Letters* for Nonparticipating UGLGs during a currently qualified Urban County's qualification period

If your currently qualified Urban County has Nonparticipating UGLGs, you may re-invite these UGLGs to join your Urban County for the remaining 1–2 years of your current qualification period. HUD defers to your county on that decision because HUD already requires your Urban County to notify all UGLGs (*except current independent Metropolitan Cities*) of their participation options each requalification year. The list of qualified Urban Counties with Nonparticipating UGLGs will be published each year on the HUD Exchange Urban Counties website (List 5). GO TO SECTION 4.4 for more information on *Urban County Lists*.

NOTE: If a Nonparticipating UGLG decides to join your Urban County and a *Cooperation Agreement* is necessary, then your Urban County must execute an agreement that meets HUD requirements for *Cooperation Agreements* in ATTACHMENT 3.

3.3.3 *Urban County Participation Decision Letters* for Metropolitan Cities currently in *Joint Agreements* with an Urban County

For requalifying Urban Counties that are in *Joint Agreements* with Metropolitan Cities, your county must also send letters to those Metropolitan Cities notifying them of their opportunity to change their CDBG program participation decision, even if you have an *Auto-Renewal Joint Agreement* in place with the jurisdictions. Your Urban County must request a participation decision from the Metropolitan City in a response letter by the deadline set in the *Urban County Qualification Deadlines* published on the HUD Exchange Urban Counties website.

CDBG Program Participation Options for Metropolitan Cities currently in *Joint Agreements* with your Urban County

1. Renew the *Joint Agreement* with your Urban County for the upcoming three-year Urban County qualification period. This means reauthorizing and re-executing the agreement OR auto-renewing the agreement, per HUD's "auto-renewal" policy. (Please note again that the new "auto-renewal" policy outlined in SECTION 3.7 will take effect in FY 2027.)
2. Terminate the *Joint Agreement* with your Urban County, relinquish their CDBG Entitlement status, and execute a *Cooperation Agreement* to continue participating in your Urban County (as a Participating UGLG) for your upcoming three-year Urban County qualification period.
3. Terminate the *Joint Agreement* with your Urban County and resume their independent CDBG Entitlement status as a Metropolitan City.
4. Terminate the *Joint Agreement* with your Urban County, relinquish their CDBG Entitlement status, and become a Non-Entitlement UGLG. They may then choose to seek State CDBG Program funding OR not participate in the CDBG program altogether.

NOTE: If a Metropolitan City is geographically "split" across multiple Urban Counties, they may only be in a *Joint Agreement* with one of the Urban Counties.

3.3.4 *Urban County Participation Decision Letters* from Metropolitan Cities accepting or deferring their CDBG Entitlement status

If applicable, you may also need to submit letters sent and received from:

1. Any UGLG that may newly qualify as a Metropolitan City but wants to defer its CDBG Entitlement status;
2. Any UGLG currently deferring Metropolitan City (CDBG Entitlement) status that wants to continue to defer its CDBG Entitlement status;
3. Any UGLG accepting Metropolitan City (CDBG Entitlement) status stating it will enter into a *Joint Agreement* with your Urban County

(and a letter from your Urban County confirming willingness to enter into the *Joint Agreement*); and

4. Any UGLG accepting Metropolitan City (CDBG Entitlement) status stating that they will cease participation in your Urban County's CDBG program and become an independent CDBG Entitlement.

3.4 What are HUD's requirements for *Cooperation Agreements* between Urban Counties and Participating UGLGs?

GO TO ATTACHMENT 3 for HUD's list of requirements for *Cooperation Agreements*. HUD also provides sample language for *Cooperation Agreements* in ATTACHMENT 3.

3.5 What are HUD's requirements for *Joint Agreements* between Urban Counties and Metropolitan Cities (*Joint Recipients*)?

GO TO ATTACHMENT 4 for HUD's list of requirements for *Joint Agreements*. HUD also provides sample language for *Joint Agreements* in ATTACHMENT 4.

NOTE: If either your Urban County or the Metropolitan City falls under the "exception criteria" at 24 CFR 570.208(a)(1)(ii) for activities that benefit low- and moderate-income residents of an area, your Urban County must notify the Metropolitan City in a letter of the potential effects of *Joint Agreements* on these activities.

3.6 What are HUD's requirements for *County Counsel Legal Opinion Letters*?

You must submit a legal opinion from your county counsel's office (office of the "chief legal official" for your county) in an official letter. HUD will accept letters issued by your county's Office of County Counsel, Office of General Counsel, or similarly named office. HUD will also accept letters signed by an attorney who is not the "chief legal official," such as your Deputy County Counsel or Legal Branch Chief. This legal opinion letter must state two things: 1) that state and local law authorizes the terms and provisions of your *Cooperation Agreements* with Participating UGLGs and/or *Joint Agreements* with Metropolitan Cities (*Joint Recipients*) AND 2) that the agreements provide full legal authority for your county to undertake, or assist in undertaking, essential community development and housing assistance activities in incorporated areas.

3.7 What is HUD's new policy on "auto-renewal" of *Cooperation Agreements* and *Joint Agreements* (effective for the FY 2027 Urban County qualification process)?

3.7.1 Background and history on "auto-renewal" of Urban County agreements

In the past, HUD allowed Urban Counties and partnering local governments to "auto-renew" their Urban County agreements (*Cooperation Agreements* and *Joint Agreements*) in perpetuity by adding an auto-renewal provision to their agreements. Urban Counties and partnering local governments would only make amendments to their agreements if required by HUD (in a new Urban County Notice) or because new federal, state, or local laws necessitated updating the agreements.

3.7.2 Why HUD is updating its "auto-renewal" policy for Urban County agreements

HUD is aware that some Urban Counties have *Cooperation Agreements* that have not been reauthorized or re-executed for many years. This was not the intent of HUD's policy on "auto-renewal" for agreements, and intergovernmental agreements should be revisited, reauthorized, and re-executed more frequently, given changing conditions at the local level. Furthermore, automatic renewal of *Cooperation Agreements* and *Joint Agreements* was not provided for, or mentioned, in the HCDA of 1974, as amended, or CDBG regulations at 24 CFR 570.307.

HUD is modifying its "auto-renewal" policy for *Cooperation Agreements* and *Joint Agreements* to re-align the Urban County qualification process more closely with the intent of the HCDA of 1974, as amended. HUD is retaining "auto-renewal" of agreements under a new policy, after careful consideration, to allow flexibility for large Urban Counties that may have many Participating UGLGs (and therefore, many *Cooperation Agreements* to reauthorize and re-execute).

3.7.3 HUD's new "auto-renewal" policy for Urban County agreements

HUD's new policy aligns with HUD's original intent by limiting the time an "auto-renewal" agreement may be in effect. Urban Counties and participating governments may also no longer use amendments to extend their agreements for an indefinite amount of time without reauthorizing and re-executing the entire *Cooperation* or *Joint Agreement*.

Per the new policy, *Auto-Renewal Cooperation Agreements* and *Joint Agreements* may only "automatically renew" for **one three-year qualification period** after the initial three-year qualification period. This means an "auto-renewal" agreement may only be in effect for a total of six fiscal years (two qualification periods). After that six-year period, the Urban County and Participating UGLG (or the Metropolitan City for *Joint Agreements*) must reauthorize and re-execute a new agreement. New *Auto-Renewal Agreements*, under the new policy, also must list the fiscal years they are effective, with an end date for the agreements.

To align this Notice with the new "auto-renewal" policy, HUD:

- modified the definitions of *Auto-Renewal Cooperation Agreement or Joint Agreement* and *Amendment* (Attachment 2);
- modified the "auto-renewal" and "amendment" language in HUD's list of requirements and sample language for *Cooperation Agreements* (Attachment 3); and
- ensured that HUD's new list of requirements and sample language for *Joint Agreements* (Attachment 4) reflects this policy.

3.7.4 Applicability, effective date, and phase-in of new "auto-renewal" policy

Given the significant change for Urban Counties, HUD will phase in this new "auto-renewal" policy. The policy will take effect for the FY 2027 Urban County qualification process (not the FY 2026 qualification process). Urban Counties must comply with the new "auto-renewal" policy when they requalify (beginning with Urban Counties requalifying in FY 2027 for FYs 2028–2030), but Urban Counties are not required to comply before their next requalification year or to amend their current *Auto-Renewal Cooperation or Joint Agreements*.

Many Urban Counties requalify in FY 2026 (122), which is more than sixty percent of currently qualified Urban Counties. **The (122) Urban Counties requalifying in FY 2026 (for the FYs 2027–2029 qualification period) are not required to comply with the new "auto-renewal" policy until their next requalification year (FY 2029).** They may "auto-renew" their agreements for one final three-year qualification period, following the procedures they have used in the past. These Urban Counties also do not need to amend their agreements at any time during FYs 2027–2029 for the purpose of complying with HUD's new "auto-renewal" policy.

3.7.5 Auto-Renewal Emergency Exception

To enable flexibility, HUD is also including an "emergency exception" to the new "auto-renewal" policy that may be granted by CPD field offices on a one-time, case-by-case basis. If an Urban County has *Auto-Renewal Cooperation Agreements* or *Joint Agreements* that the Urban County is due to reauthorize and re-execute (e.g., after six years), but the Urban County experiences an emergency preventing them from renewing their agreements, HUD may permit their agreements to "auto-renew" for one additional three-year Urban County qualification period due to the emergency (maximum total of nine years for the agreement(s) to be in place).

If an Urban County is in this situation, the Urban County must submit a written request to their CPD field office. This request must explain why their county needs the emergency exception and why they cannot renew their agreement(s) for the next three-year Urban County qualification period. For example, their Urban County experienced a natural disaster that impacted the county's operations during the Urban County qualification process (which runs through the spring and summer months and ends September 30). CPD field offices will consider auto-renewal emergency exception requests on a case-by-case basis. CPD field offices must review and approve or deny the request within 15 days and must notify the *CPD Entitlement Communities Division* of this decision at urbancounties@hud.gov.

SECTION 4: REQUIREMENTS, DEADLINES, URBAN COUNTY LISTS, AND OTHER GUIDANCE

4.1 What are all my county's requirements to qualify and receive CDBG funding as an Urban County?

1. Meet a population threshold during Urban County qualification. [GO TO ATTACHMENT I]

2. Possess "essential powers" (legal authority) to carry out "essential community development and housing assistance activities" in unincorporated areas AND in Participating UGLGs or joint recipient Metropolitan Cities. [GO TO SECTION 2.7]

   NOTE: For counties that do not have state-granted authority to carry out these types of activities in incorporated areas, they must execute *Cooperation Agreements* (with Participating UGLGs) or *Joint Agreements* (with Metropolitan Cities). This applies to most counties in the United States.

3. Meet all notification requirements for UGLGs and Metropolitan Cities by sending *Urban County Participation Decision Letters* to UGLGs and Metropolitan Cities and providing all outgoing and response letters. [GO TO SECTION 3.3]

4. Hold fully authorized and executed *Cooperation Agreements* that meet HUD requirements and/or *Joint Agreements* that meet all HUD requirements (legally sufficient intergovernmental agreements), along with submitting a valid *County Counsel Legal Opinion Letter*. [GO TO SECTION 3]

5. Incorporate new HUD requirements into *Cooperation Agreements* and/or *Joint Agreements* by revising, reauthorizing, and re-executing agreements when requalifying as an Urban County (if necessary). [GO TO SECTION 3]

6. Submit all required documentation in your Urban County qualification package to your CPD field office and meet all *Urban County Qualification Deadlines* during the Urban County qualification process. [GO TO SECTION 3 and GO TO SECTION 4.3]

7. Submit a Consolidated Plan and Action Plans as required by 24 CFR Part 91 to receive a CDBG grant each year.[10] By statute, your county must submit its Consolidated Plan and Annual Action Plans by August 16 each year. Failure to do so will result in 1) a loss of CDBG funds for that program year and 2) termination of your qualification as an Urban County—unless Congress extends the August 16 deadline by statute.

   NOTE: If your Urban County enters into a *Joint Agreement* with one or more Metropolitan Cities, your county must submit a Consolidated Plan covering the county and the Metropolitan City(ies).

[10] See Notice CPD-26-05 (or any subsequent updated "Consolidated Plan Notice") for guidance on submitting Consolidated Plans and Annual Action Plans.

4.2 What requirements apply to my Urban County "qualification scenario" this year?

Current or potential new Urban Counties are in one of three Urban County "qualification scenarios" each year. GO TO ATTACHMENT 6 to view the Urban County Qualification Scenarios Comparison Table, which compares requirements for the three scenarios below:

1. *Requalifying This Year (Requalifiers)*: Currently qualified Urban Counties requalifying this fiscal year for the subsequent three fiscal years. *Requalifiers* must go through the full qualification process. This includes sending *Urban County Participation Decision Letters*, reauthorizing and re-executing *Cooperation Agreements* and/or *Joint Agreements* (if necessary), preparing an updated *County Counsel Legal Opinion Letter* (if necessary), and submitting their qualification package to their CPD field office.
2. *Requalifying Next Year or Year After Next*: Currently qualified Urban Counties that are not requalifying this year because they are in years 1–2 of their current qualification period. These Urban Counties will requalify next year or the year after next. The only action item for these counties (which is optional) is to invite *Nonparticipating UGLGs* to join their Urban County for the remainder of their current qualification period.
3. *First-Time Qualifiers*: Counties seeking Urban County qualification *for the first time.* These potential new Urban Counties must go through the full qualification process. Because they are new, they also have two unique requirements: 1) OGC Field or Regional Counsel must complete the "Determination of Essential Powers" for their county and 2) they must submit their qualification package to their CPD field office and the CPD Entitlement Communities Division.[11]

   NOTE: GO TO SECTION 2.7 for more information on HUD's "Determination of Essential Powers" and GO TO SECTION 4.5 for guidance for *First-Time Qualifiers* on Urban County qualification.

4.3 What are the *Urban County Qualification Deadlines* and where do I find them?

Deadlines for actions that qualifying Urban Counties, UGLGs, and Metropolitan Cities must complete for Urban County qualification each year. These deadlines guide Urban Counties through the qualification process, ensuring that counties remain on track and meet iterative milestones to successfully qualify as an Urban County by September 30 (HOME program statutory deadline). HUD will publish updated *Urban County Qualification Deadlines* annually on the HUD Exchange Urban Counties website.

4.3.1 How to request extensions for *Urban County Qualification Deadlines*

If your Urban County needs an extension for any of the *Urban County Qualification Deadlines* published on the HUD Exchange Urban Counties website, please reach out to your CPD field office. CPD field offices will review your request and may approve

[11] Qualification packages from *First-Time Qualifiers* must be emailed to the CPD Entitlement Communities Division at urbancounties@hud.gov. The reason *First-Time Qualifiers* must submit their package to HUD Headquarters is that these counties and their partnering local governments tend to have more questions regarding Urban County qualification and may need additional guidance. In addition, it is helpful for HUD headquarters to track potential new Urban Counties as they progress towards becoming a new Urban County.

an extension, taking into consideration your Urban County's overall progress towards qualification and the HOME program's September 30 statutory deadline.

NOTE: CPD field offices may also contact the CPD Entitlement Communities Division, as needed, to discuss whether an extension may be granted. GO TO SECTION 4.8 for more guidance on deadline extensions and the HOME program's September 30 statutory deadline.

4.4 What are the *Urban County Lists* and where do I find them?

The *Urban County Lists* are seven lists of counties prepared annually by CPD-OTIE based on updated data from the U.S. Census Bureau. These lists are the authoritative data source on current and potential new Urban Counties. Each year, HUD will publish the seven updated *Urban County Lists* below on the HUD Exchange Urban Counties website:

1. All Currently Qualified Urban Counties
2. Urban Counties Requalifying in [This Fiscal Year]*
3. Urban Counties Requalifying in [Next Fiscal Year]*
4. Urban Counties Requalifying in [Fiscal Year After Next]*
5. Urban Counties Qualified through [Next Fiscal Year or Fiscal Year After Next]* That Contain Nonparticipating UGLGs
6. Counties That May Qualify if Metropolitan Cities Relinquished Entitlement Status
7. Counties Previously Determined Eligible but NOT Accepting Urban County Status

* NOTE: On the website, HUD will include the actual fiscal years in the names for Lists 2–5.

4.5 Guidance for First-Time Qualifiers

This section provides guidance for *First-Time Qualifiers* because these counties do not have previous experience with the qualification process and may have more questions.

4.5.1 Where to start as a First-Time Qualifier

Your first step is to contact your CPD field office as soon as possible to let them know your county is seeking to qualify. It is helpful for your CPD field office to know your county is seeking to qualify, so they can guide you throughout the process and answer any questions. HUD recommends that *First-Time Qualifiers* read this Notice in its entirety to become more familiar with Urban County terms (GO TO ATTACHMENT 2) and the qualification process (GO TO SECTION 2).

4.5.2 Determination of Essential Powers as a First-Time Qualifier

After you notify your CPD field office of your county's intent to seek Urban County qualification, your CPD field office will request OGC Field or Regional Counsel complete a Determination of Essential Powers for your county. OGC Field or Regional Counsel will complete this determination and provide your CPD field office with the results. Your CPD field office will then provide this determination to your county. GO TO SECTION 2.7 for more information about this process.

4.5.3 Submitting your qualification package as a First-Time Qualifier

You should submit your qualification documentation to your CPD field office via email to a "CPD Representative." Contact your CPD field office to identify the specific staff member (CPD Representative) at your CPD field office to email your qualification package. Because your county is a *First-Time Qualifier*, you must also email your qualification package to the CPD Entitlement Communities Division at urbancounties@hud.gov.

4.6 Guidance about potential new Metropolitan Cities

At some point, a Participating UGLG in your Urban County may become eligible to be a Metropolitan City (CDBG Entitlement) for the first time due to population growth that pushes their population over 50,000.[12] If this occurs in your Urban County, the Participating UGLG must remain part of your Urban County until your current Urban County qualification period ends, per SECTION 2.6. They cannot withdraw from your Urban County to become a Metropolitan City (CDBG Entitlement) during the three-year qualification period.

A *potential new Metropolitan City* has four options to choose from at the time your Urban County is requalifying for the upcoming three-year qualification period:

- Option 1: Accept its CDBG Entitlement status and administer its own CDBG program as an independent Metropolitan City (not participate in your Urban County for the upcoming three-year qualification period).
- Option 2: Accept its CDBG Entitlement status but continue to participate with your Urban County as a Metropolitan City under a *Joint Agreement*.
- Option 3: Defer its CDBG Entitlement status (not accept it) and continue to participate in your Urban County under a *Cooperation Agreement* as a Participating UGLG.
- Option 4: Defer its CDBG Entitlement status (not accept it) and opt out of your Urban County to become a Nonparticipating UGLG. They may then choose to seek State CDBG program funding as a Non-Entitlement UGLG OR not participate in the CDBG program altogether.

[12] Under Section 102(a)(4) of the HCDA of 1974, as amended, a city within a metropolitan area may qualify as a Metropolitan City if it has a population of 50,000 or more. For this determination, HUD relies on population data compiled and published by the U.S. Census Bureau, including data from the latest decennial census or the American Community Survey, as applicable, together with applicable metropolitan area delineations published by the Office of Management and Budget (OMB). See 42 U.S.C. 5302(a)(4), 24 CFR 570.3, and 24 CFR 570.4(c).

4.6.1 When HUD expects the list of potential new Metropolitan Cities to be available

The U.S. Census Bureau will provide HUD with updated Census data on or around July 1 each year.[13] This will include a list of newly eligible potential Metropolitan Cities (in addition to previously eligible potential Metropolitan Cities).

The CPD Entitlement Communities Division will provide this information to CPD field offices during July or August in the *Potential New Entitlements Memo*. CPD field offices must notify each potential new Metropolitan City via letter and give them the opportunity to accept or defer their CDBG Entitlement status. Generally, HUD offers potential new Metropolitan Cities 30 days to notify their local CPD field office of their decision on accepting or deferring CDBG Entitlement status.

4.6.2 Guidance on how to proceed with the Urban County qualification process for Urban Counties with UGLGs who may become Metropolitan Cities

The list of potential new Metropolitan Cities becomes available late in the Urban County qualification process. This can result in delays completing Urban County qualification, particularly if an UGLG decides to accept its CDBG Entitlement status (become a Metropolitan City) after it agreed to participate in your Urban County as a Participating UGLG for the next qualification period. HUD cannot avoid this timing conflict but has identified two options for dealing with this.

Option 1: Negotiate a delayed schedule with the UGLG who may become a Metropolitan City (potential new CDBG Entitlement)

This is HUD's preferred option. You can negotiate a schedule with the UGLG to provide extra time to receive notification from HUD of their CDBG Entitlement eligibility. If the UGLG ends up not being eligible to become a Metropolitan City (or becomes eligible and defers its CDBG Entitlement status), then your Urban County can still execute a *Cooperation Agreement* with the UGLG and meet the *Urban County Qualification Deadlines*.

Option 2: Include a void clause in the *Cooperation Agreement* with the UGLG who may become a Metropolitan City (potential new CDBG Entitlement)

You can include a void clause in the *Cooperation Agreement* with the UGLG which states the agreement will be voided if the UGLG is notified by HUD of its eligibility to become a Metropolitan City and chooses to accept its CDBG Entitlement status. This is the best option if your county believes that delaying executing a *Cooperation Agreement* will prevent your county from meeting the *Urban County Qualification Deadlines*. If you include a void clause in a *Cooperation Agreement*, it must state that if the agreement is not voided, then the UGLG must participate in your Urban County for the entire three-year qualification period.

[13] Each summer, the U.S. Census Bureau releases new Population and Housing Unit Estimates for incorporated areas (cities and counties).

4.7 Can I align my Urban County and HOME program qualification periods?

Yes. If your Urban County qualification and HOME consortium qualification periods are not synced, you may align these periods, per 24 CFR 92.101(e). The Urban County (CDBG) and HOME consortia qualification periods are both three years. Your HOME consortium may choose a shorter qualification period than three years (one or two years) to sync your HOME qualification period with your Urban County qualification period moving forward. All your HOME consortium members must also have the same program year start date.

4.8 Guidance on Urban County qualification deadline extensions and the HOME program's September 30 statutory deadline

The Urban County qualification schedule is coordinated with the schedule for HOME consortia qualification because the HOME program must use the identical CDBG Urban County configurations for determining HOME formula allocations.[14] The *Urban County Qualification Deadlines* will typically end by September 20 each year. This provides HUD with enough time, before the September 30 deadline for the next FY's funding under the HOME Program, to notify counties that they qualify as Urban Counties under the CDBG Program. To avoid any issues with the HOME program's September 30 statutory deadline, your county must complete all steps in the Urban County qualification process by September 20 (at the latest).

In the past, Urban Counties have requested extensions to submit required documents because some Participating UGLGs' governing bodies don't meet during the summer. Although flexibility exists to allow extensions in unusual situations, HUD will not grant any extensions past September 15 each year. Urban Counties must consider the meeting schedules of Participating UGLGs' governing bodies during the requalification process. HUD encourages Urban Counties to try to execute their *Cooperation Agreements* and *Joint Agreements* before summer recess begins to avoid issues.

Many Urban Counties are simultaneously completing HOME consortia qualification and Urban County qualification. **The HOME consortia qualification process must be completed by the statutory deadline of September 30 to receive a HOME formula allocation.** If the Urban County qualification process is not completed by September 30 for Urban Counties that are participating jurisdictions (PJs) in the HOME program, including consortia, the PJ cannot receive a HOME allocation.[15]

[14] This is due to HOME program statutory requirements (42 USC 12747(b)(1)(A)) and regulatory requirements (24 CFR 92.50(c)) for HOME formula allocation. The HOME program formula allocation must be based on data for jurisdictions that make up the Urban County as of September 30 of the prior fiscal year (FY). HUD can't allocate HOME program funding to Urban Counties using inaccurate data.

[15] 42 U.S.C. 12747(b)(3)

4.9 Guidance for counties that may qualify as an Urban County if a Metropolitan City relinquishes its CDBG Entitlement status

Your county may be in a situation where it could qualify as an Urban County, but only if a Metropolitan City (or Cities) in your county relinquishes their CDBG Entitlement status. The list of Urban Counties fitting this description will be published each year on the HUD Exchange Urban Counties website (List 6). If a Metropolitan City is willing to relinquish its CDBG Entitlement status, they may participate in your Urban County as a Participating UGLG in a *Cooperation Agreement* (like other Participating UGLGs who are not eligible to become CDBG Entitlements).

If your county wants to pursue Urban County qualification because a Metropolitan City in your county is willing to relinquish its CDBG Entitlement status, please notify your CPD field office no later than two weeks after receiving the Metropolitan City's notification that it is relinquishing its CDBG Entitlement status. Your county must provide your CPD field office with: 1) a letter from the Metropolitan City stating its intent to relinquish its CDBG Entitlement status and 2) a letter from your county stating your intent to qualify as an Urban County. CPD field offices must send these documents to the CPD Entitlement Communities Division (urbancounties@hud.gov) immediately after receiving them.

4.10 Guidance for Unique Grantee Situations

4.10.1 When an UGLG dissolves, unincorporates, or merges into another UGLG

At some point, an UGLG in your Urban County may dissolve, unincorporate, or merge with another UGLG. The bullets below provide guidance on how this may affect your Urban County based on three different scenarios that may occur:

- Assuming your Urban County has "essential powers" in unincorporated areas (as Urban Counties must have), the dissolved UGLG (which is now an unincorporated area) will automatically become part of your Urban County.
- If the dissolved UGLG merges into another Participating UGLG in your Urban County, then the newly expanded Participating UGLG will remain a participant in your Urban County. If this occurs, a revised *Cooperation Agreement* reflecting the expanded jurisdiction of the Participating UGLG must be submitted to your local CPD field office and OGC Field or Regional Counsel for review.
- If the dissolved UGLG merges with a Nonparticipating UGLG in your Urban County, the dissolved UGLG is still considered part of your Urban County until your Urban County requalifies.

The U.S. Census Bureau's designation of a former incorporated UGLG as dissolved, or a former unincorporated UGLG as incorporated, is important because Section 102(b) of the HCDA requires the definitions in Section 102(a) (*City, Metropolitan*

City, and *Urban County*) to be based on the most recent data compiled by the U.S. Census Bureau.[16] The bullets below provide guidance on how this affects your Urban County based on two different scenarios that may occur:

- If your Urban County is requalifying this year or the following year, and the UGLG is recognized by Census as dissolved, the former UGLG will be considered a part of the unincorporated area of your Urban County. In that instance, CDBG funds may be used for activities in the former UGLG, and its residents may benefit from CDBG-funded activities.
- If your Urban County is requalifying this year, and the UGLG is not recognized as dissolved by Census (although dissolution has occurred), the UGLG will become part of your Urban County, as the UGLG has legally ceased to exist, regardless of being recognized as such by Census.

4.10.2 Qualification of New York Towns as Metropolitan Cities (CDBG Entitlements)

In the State of New York, there are eight towns that can qualify as Metropolitan Cities if the town secures the participation of all the incorporated villages in their boundaries to attain Metropolitan City status. These eight towns are in existing Urban Counties and are eligible to be Metropolitan Cities but have not taken steps to qualify as Metropolitan Cities: Greenburgh, Hempstead, North Hempstead, Oyster Bay, Clarkstown, Ramapo, Smithtown, and Southampton.

These eight towns have decided to participate in their respective Urban Counties' CDBG programs as Participating UGLGs. But when their respective Urban Counties requalify, these eight towns may decide to become Metropolitan Cities and administer their own CDBG programs. This means that the towns would leave the Urban Counties in which they are currently Participating UGLGs. If a New York town decides to become a Metropolitan City and administer its own CDBG Entitlement program, they must take the following steps:

1. The New York town should decide before the Urban County requalification process starts whether it will accept its CDBG Entitlement status. HUD's experience has shown that UGLGs need plenty of time to complete all the necessary processes, so HUD recommends that this decision-making process should start the year before the requalification year. The town can't qualify as a Metropolitan City unless it secures participation of all the villages in its boundaries by executing a *Cooperation Agreement* with those villages. Depending on local circumstances, it may take several months to notify every village by letter of its intent to become a separate CDBG Entitlement community and to secure the participation of all villages.

[16] HUD uses a variety of U.S. Census data sets for the CDBG program, including: Population and Housing Unit Estimates (updated annually), the American Community Survey 5-Year Survey (updated annually), and the Decennial Census (updated every ten years). HUD also uses OMB data as well.

2. The Urban County must notify all Participating UGLGs by letter (typically in April) that they may choose to opt out of the Urban County's CDBG program. The UGLGs must notify the Urban Counties by letter of their decisions (typically in June). The New York town must respond to the Urban County's correspondence by that date. If the town has an *Auto-Renewal Cooperation Agreement* with the Urban County, it must notify the Urban County (typically by mid-June) that it is terminating the *Cooperation Agreement*.

3. The Urban County must be notified by the deadline set in the *Urban County Qualification Deadlines* on the HUD Exchange Urban Counties website so that it may complete the requalification process on time. Failure to meet the deadlines may result in the New York town having to remain part of the Urban County for the next three-year qualification period. If one of these New York towns notifies its Urban County it is leaving, but does not sign up all the villages, then the town (and villages that have signed on to the town's decision to seek CDBG Entitlement status) may be excluded from the Urban County. But the town (and the villages that signed on) can't receive CDBG funding as a CDBG Entitlement grantee because the town did not qualify as a Metropolitan City due to failing to sign up all its villages.

ATTACHMENTS

Attachment 1: Statutory Requirements to be Qualified as an Urban County

Section 102(a)(6)(A) of the Housing and Community Development Act of 1974 (HCDA) (42 U.S.C. 5301 et seq.) defines Urban Counties. In general, an Urban County must:

a) have authority under state law to carry out "*essential community development and housing assistance activities*" in their unincorporated areas [Section 102(a)(6)(A)(i) of HCDA]

AND

b) meet one of these three population thresholds:

1. Have a total combined population of 200,000 or more in their unincorporated areas and Participating UGLGs. [Section 102(a)(6)(A)(i)(ii)(I) of HCDA]

2. Have a total combined population of at least 100,000 (but fewer than 200,000) in their unincorporated areas and Participating UGLGs, if those areas (combined) include the majority of low- and moderate-income people in the county. HUD calls this the "low- and moderate-income preponderance test." [Section 102(a)(6)(A)(i)(ii)(I) of HCDA]
    - CPD-OTIE performs calculations to determine if a county can meet the low- and moderate-income preponderance test if it does not meet the first population threshold above or third population threshold below.
    - The county itself (overall) still must have a minimum population of 200,000, excluding its Metropolitan Cities. This means that the total population of the county in unincorporated areas, Participating UGLGs, *and any Nonparticipating UGLGs* is greater than 200,000.

3. Have a population of 100,000 or more, a population density of at least 5,000 persons per square mile, and not have any incorporated places (UGLGs) as defined by the U.S. Census Bureau. [Section 102(a)(6)(A)(i)(ii)(II) of HCDA]

NOTE 1: The population of Metropolitan Cities must be excluded from all population threshold calculations, including when a Metropolitan City executes a *Joint Agreement* with an Urban County.

NOTE 2: Some counties previously qualified as Urban Counties under Section 102(a)(6)(C) and (D) of the HCDA. No Urban Counties currently qualify under this authority.

NOTE 3: Due to a special condition in the HCDA of 1974, as amended, any county that was classified as an Urban County for FY 1999 is eligible to requalify as an Urban County regardless of if the county can meet one of the Urban County population thresholds. Any county that qualified as an Urban County after FY 1999 will remain an Urban County if it meets Section 102(a)(6)(A) of the Housing and Community Development Act of 1974.

Attachment 2: Definitions of Urban County Terms

NOTE: HUD *italicized* terms, within each definition, that are also defined in Attachment 2 (except for the term *Urban County* or *Urban Counties* due to the frequency of their use).

Amendment: A change, correction, clarification, or deletion to a *Cooperation Agreement* or *Joint Agreement*. An amendment may be necessary due to shifting requirements at the federal, state, or local government level that happen during an Urban County's qualification period.

Auto-Renewal Cooperation Agreement or Joint Agreement: A *Cooperation Agreement* or *Joint Agreement* containing an "auto-renewal" provision stating the agreement will automatically renew for one additional three-year qualification period after the initial three-year qualification period (enabling the agreement to be in effect for a total of six years). The Urban County still must send *Urban County Participation Decision Letters* to all UGLGs (*Participating* and *Nonparticipating UGLGs*) and any *Metropolitan Cities* in *Joint Agreements* every requalification year as they retain the option to opt out of an Urban County's CDBG program each requalification year. The Urban County may make an *Amendment* to their auto-renewal agreements at any time (any year of their qualification period), if necessary, and when they are requalifying for the one additional three-year qualification period permitted under HUD's auto-renewal policy for Urban County agreements.

Auto-Renewal Emergency Exception: An exception, allowed by a CPD field office, to HUD's policy on *Auto-Renewal Cooperation or Joint Agreements*. This exception enables "auto-renewal" of the agreement for one more three-year Urban County qualification period (on a one-time basis) due to an emergency which prevents the Urban County, *Participating UGLGs*, and/or *Metropolitan Cities* from reauthorizing and re-executing their *Cooperation* and/or *Joint Agreements*. The Urban County must submit a written request to their CPD field office explaining why they need this exception and why they cannot fully renew their agreement(s) for their next qualification period. For example, their Urban County experienced a natural disaster impacting the county's operations during the *Urban County Qualification Process* (runs through the spring and summer months and ends September 30). The CPD field office must review and approve or deny the request within 15 days and notify the *CPD Entitlement Communities Division* at urbancounties@hud.gov.

CDBG Entitlement Communities ("CDBG Entitlements"): Jurisdictions which qualify to directly receive annual formula funding under the *CDBG Entitlement Program*. There are two types of CDBG Entitlement Communities: 1) cities designated as *Metropolitan Cities* (which includes *Principal Cities*) and 2) qualified Urban Counties.

CDBG Entitlement Program: HUD grant program which provides annual CDBG formula grants to *CDBG Entitlement Communities* (*Metropolitan Cities* and Urban Counties) to develop viable urban communities, provide decent housing and suitable living environments, and expand economic opportunities for low- and moderate-income people.

Chief Executive Officer: An elected official, or legally designated official, who has the primary responsibility for the conduct of governmental affairs in a jurisdiction. Examples include mayor, county executive, board chairperson, or governor. Refer to 24 CFR 570.3 for official definition.

Cooperation Agreement: *Intergovernmental Agreement (IGA)* between an Urban County and a *Participating UGLG*, which explains roles and responsibilities, restrictions, CDBG program requirements, and enables the county to undertake, or assist in undertaking, "essential community development and housing assistance activities" in the UGLG's jurisdiction with the UGLG's "cooperation." Cooperation Agreements are required for counties that do not have "essential powers" in UGLGS (which is most counties in the U.S.). However, HUD also encourages counties that are granted "essential powers" countywide (including in UGLGs) to also execute Cooperation Agreements with their *Participating UGLGs*. Per 24 CFR 570.503, minimally, there must be an agreement between an Urban County and its *Participating UGLGs* that meets the requirements for subrecipient agreements. 24 CFR 570.501(b) instructs Urban Counties to apply "the same requirements as are applicable to subrecipients" to *Participating UGLGs* in their Urban County.

County Counsel Legal Opinion Letter: A legal opinion letter prepared by an Urban County's chief legal official (e.g., County Counsel or OGC) which states that the terms and provisions of the Urban County's agreements with *Participating UGLGs* (*Cooperation Agreements*) and agreements with *Metropolitan Cities* (*Joint Agreements*) are authorized by state and local law and that they provide full legal authority for the Urban County to undertake, or assist in undertaking, essential community development and housing assistance activities in *UGLGs*.

CPD: HUD's Office of Community Planning and Development. CPD is responsible for administering all CPD funding, such as the five annual formula grant programs: 1) CDBG, 2) HOME Investment Partnerships (HOME), 3) Housing Trust Fund (HTF), 4) Emergency Solutions Grants (ESG), and 5) Housing Opportunities for Persons With AIDS (HOPWA); other homelessness grants (such as Continuum of Care [CoC]); and Community Project Funding (CPF) grants (congressionally directed grants).

CPD Entitlement Communities Division: The CPD division at HUD Headquarters, under the *CPD Office of Block Grant Assistance (OBGA)*, that administers the *CDBG Entitlement Program* and prepares this Urban County Notice. This division can address any questions about Urban County qualification. The division can be reached at urbancounties@hud.gov.

CPD Office of Block Grant Assistance (CPD-OBGA): The CPD office containing the *CPD Entitlement Communities Division*. OBGA is the main program office for the CDBG program.

CPD Office of Field Operations (CPD-OFO): The CPD office responsible for overseeing the administration of CPD programs and policies across the Nation. CPD-OFO is made up of a front office at HUD Headquarters and the CPD field office structure across the Nation, including ten regional offices and more than 40 field offices across HUD's ten regions.

CPD Office of Technology, Innovation, and Evaluation (CPD-OTIE): The CPD office at HUD Headquarters that manages the *GMP-R Urban County Module* used for Urban County qualification. CPD-OTIE also manages the CPD annual formula allocation process. CPD-OTIE was formerly known as the Systems Development and Evaluation Division (SDED).

Determination of Essential Powers: A legal determination made by HUD about the legal authority of a county to carry out "essential community development and housing assistance activities" in its 1) unincorporated areas and 2) *UGLGs* (without consent by UGLG governing bodies). The "essential community development and housing assistance activities" include activities such as acquiring property for reuse as low- and moderate-income housing, directly rehabilitating or providing financial assistance for housing, supporting low-rent housing activities, disposing of land to private developers for redevelopment, and condemning property for low-income housing. To be qualified as an Urban County, the county must have *Essential Powers* in its unincorporated areas, per Section 102(a)(6)(A)(I) of the *HCDA of 1974*. HUD typically makes the Determination of Essential Powers the first time an Urban County qualifies.

NOTE: *Essential Powers* are granted (or not granted) by state governments under state laws. Most states only grant counties *Essential Powers* in *Unincorporated Areas*, and not in their *UGLGs* because *UGLGs* are granted authority over their jurisdiction. Because most states don't grant their counties *Essential Powers* in *UGLGs*, *Cooperation Agreements* are generally required for all *Participating UGLGs* that wish to join an Urban County. *Joint Agreements* are required between Urban Counties and *Metropolitan Cities*.

Essential Powers: The legal authority of counties, granted by their state, to carry out "essential community development and housing assistance activities" within an area or jurisdiction. Most counties only have Essential Powers in *Unincorporated Areas*, but some states grant counties Essential Powers in *Incorporated Areas* or *UGLGs*.

First-Time Qualifiers: Counties seeking qualification as an Urban County for the first time.

Grants Management Process System (GMP-R) Urban County Module: The module in the GMP-R system that is used by CPD field and headquarters offices to track and update *Urban County Configurations*. The module is the official system of record for tracking program participation decisions by all *UGLGs* and *Metropolitan Cities* located within Urban Counties.

HCDA of 1974: The Housing and Community Development Act (HCDA) of 1974, as amended, is the statute (or law) which created the Community Development Block Grant (CDBG) program (and Urban Counties).

HOME Consortium: A group of contiguous *UGLGs* that are jointly participating in the HOME Investment Partnerships (HOME) Program as a participating jurisdiction (PJ). HOME Consortia provide a method for local governments, that would not otherwise qualify for HOME funding, to join with other contiguous *UGLGs* to directly participate in the HOME program.

Incorporated Areas: Areas in a county that have been incorporated as an official entity under state law. These areas (cities, towns, townships, villages, and boroughs) have a legally defined boundary and an active, functioning government. Incorporated areas are also interchangeably called *units of general local government* (*UGLGs*).

Intergovernmental Agreements (IGAs): Legally binding contracts or formal partnerships between two or more governmental entities (e.g., cities and counties) to cooperate on issues of mutual concern, share resources, or provide services. There are two types of IGAs for the

purposes of the CDBG program and Urban Counties: 1) *Cooperation Agreements* between Urban Counties and *Participating UGLGs* and 2) *Joint Agreements* between Urban Counties and *Metropolitan Cities*. Both types of IGAs identify conditions for how the two governments (the county and the city) will work together. HUD calls these IGAs by different names because they involve different types of governments partnering with an Urban County: Non-Entitlement *UGLGs* for *Cooperation Agreements* and *Metropolitan Cities* (*CDBG Entitlements*) for *Joint Agreements*. Both types of agreements must provide full legal authority for an Urban County to undertake, or assist in undertaking, essential community development and housing assistance activities in its *Incorporated Areas* or *UGLGs*.

Joint Agreement: *Intergovernmental Agreement (IGA)* between an Urban County and *Metropolitan City* within the county boundaries, which explains roles and responsibilities, restrictions, CDBG program requirements, and enables the county to undertake, or assist in undertaking, "essential community development and housing assistance activities" in the *Metropolitan City*'s jurisdiction. A Joint Agreement allows an Urban County to manage and administer the *Metropolitan City*'s CDBG grant program, in addition to administering the Urban County's CDBG grant program. In a Joint Agreement, both the Urban County and the *Metropolitan City* are considered *Joint Recipients*. The *Metropolitan City*'s CDBG grant funding must be spent in the jurisdiction of the *Metropolitan City*.

Joint Recipient: An Urban County or *Metropolitan City* that is part of a *Joint Agreement*. Under the agreement, the Urban County administers the CDBG grant program for the *Metropolitan City*, in addition to administering its Urban County CDBG grant program.

Joint Request: The request letter submitted by a *Metropolitan City* and Urban County to their CPD field office to request approval for the Urban County to administer the *Metropolitan City*'s CDBG grant program on their behalf. Refer to 24 CFR 570.308 for regulatory guidance on *Joint Requests*, *Joint Recipients*, and *Joint Agreements*. Joint Requests must be approved by the CPD field office for the grantees to proceed with executing a *Joint Agreement*. Joint Requests will be deemed approved by HUD after 30 days unless HUD notifies the *Metropolitan City* and Urban County of its disapproval and the reasons for disapproval. Importantly, Joint Requests must only be considered and submitted at the time the county is qualifying as an Urban County. Joint Requests approved by HUD remain effective for the period for which the county is qualified as an Urban County (three years). An Urban County may be joined by more than one *Metropolitan City*; however, a *Metropolitan City* located in more than one Urban County (split across multiple Urban Counties), may only be included in one Urban County.

Letter: A signed letter on official city or county government letterhead. An attached signed PDF letter on official city or county government letterhead may be sent via email. Digital signatures are allowed if the digital signature a) indicates that the person completing the digital signature is the *Chief Executive Officer* (or designee) and b) contains a date and time stamp for the signature.

Metropolitan City: City within a metropolitan area which is the *Principal City* of such area, as defined by the Office of Management and Budget (OMB), or any other city, within

a metropolitan area, which has a population of 50,000 or more. Any city that was classified as a Metropolitan City for at least two years shall remain classified as a Metropolitan City. Metropolitan Cities are eligible to directly receive annual CDBG formula grant funding, which is why they are considered *CDBG Entitlements*.

Non-Entitlement Area: An *UGLG* which is not a *Metropolitan City* or part of an *Urban County* and does not include Indian Tribes. Non-Entitlement Areas are *UGLGs* (smaller cities and lower-population counties that cannot qualify as Urban Counties). Non-Entitlement Areas are eligible to seek *State CDBG Program* funding and that process varies based on each state's "method of distribution."

Nonparticipating UGLGs: UGLGs in an Urban County that have chosen not to participate in the Urban County's CDBG program. Nonparticipating UGLGs can join an Urban County each year during the *Urban County Qualification Process*. If a Nonparticipating UGLG wishes to join an Urban County, in general they must authorize and execute a *Cooperation Agreement* with the Urban County (unless the county has *Essential Powers* in *UGLGs*). Nonparticipating UGLGs may also be considered *Non-Entitlement Areas.* Nonparticipating UGLGs may seek *State CDBG Program* funding (process varies based on each state's "method of distribution").

OGC Field or Regional Counsel: Attorneys in HUD's field and regional offices. HUD's Office of General Counsel (OGC) provides legal opinions, advice, and services for all HUD programs and activities. During Urban County qualification, OGC Field or Regional Counsel must review *Cooperation Agreements*, *Joint Agreements*, and *County Counsel Legal Opinion Letters* and certify that the *Cooperation* and/or *Joint Agreements* are legally sufficient for the purposes of Urban County qualification and the CDBG program. OGC Field or Regional Counsel also complete the *Determination of Essential Powers*.

Participating UGLGs: *UGLGs* in an Urban County that have chosen to participate in the Urban County's CDBG program. An *UGLG* can join an Urban County any year of the *Urban County's Qualification Period* (during the spring and summer months when the *Urban County Qualification Process* occurs). But once an *UGLG* joins an Urban County as a Participating UGLG, they must remain part of the Urban County for the remainder of that *Urban County Qualification Period*. Essentially, they are locked into that CDBG program participation decision for 1–3 years based on when they join. In general, Participating UGLGs must execute a *Cooperation Agreement* (unless their Urban County has *Essential Powers* in *UGLGs*). *Metropolitan Cities* may also become Participating UGLGs by *Relinquishing CDBG Entitlement Status* and executing a *Cooperation Agreement* with the Urban County, if necessary.

Principal City: A specific type of *Metropolitan City*, as defined in Sec. 102(a)(4) of the *HCDA of 1974*. Congress originally used the term "central city" in the *HCDA of 1974*: "*a city within a metropolitan area which is the central city of such area.*" In 2003, OMB replaced "central city" with "principal city." HUD changed CDBG regulations to ensure the definition of *Metropolitan City* for the CDBG program was consistent with OMB's use of Principal City. OMB periodically re-designates Principal Cities in bulletins updating their designations of metropolitan statistical

areas (MSAs), micropolitan statistical areas, and core-based statistical areas (CBSAs). The largest city in each metropolitan or micropolitan statistical area is designated a Principal City. Additional cities also qualify as Principal Cities if requirements are met concerning population size and employment. OMB last updated these designations in July 2023 (OMB Bulletin No. 23-01).

Relinquishing CDBG Entitlement Status: The action of a *Metropolitan City* officially giving up its status as a *CDBG Entitlement Community*. The *Metropolitan City* must submit an official letter to their CPD field office notifying HUD that it wants to relinquish its *CDBG Entitlement* status. Their CPD field office will then notify the *CPD Entitlement Communities Division* as this will affect CPD formula allocation. After a *Metropolitan City* relinquishes *CDBG Entitlement* status, they may choose to become a *Participating UGLG* in an Urban County, seek *State CDBG Program* funding, or not participate in the CDBG program altogether.

Requalifiers: Currently qualified Urban Counties that are in their requalification year (the third year of their current expiring *Urban County Qualification Period*).

Split Place: An *UGLG* whose population is in more than one county. The jurisdiction crosses county lines. The counties do not all have to be Urban Counties. The *UGLG* must decide which county(ies) it will attribute its population to for Urban County qualification (if any).

State CDBG Program: HUD grant program which awards CDBG funds to state governments for distribution to *Non-Entitlement Areas* in their state (*UGLGs* and lower-population counties not qualified as Urban Counties) to develop and preserve decent affordable housing, provide services to the most vulnerable in local communities, and create and keep jobs. States award their CDBG funding to *Non-Entitlement Areas* using a “method of distribution” of their choice.

Unincorporated Areas: Areas in a county not incorporated as cities, towns, townships, villages, or boroughs. These areas may have a name and be locally recognized, but they do not have legally defined boundaries or a separate legal government. Unincorporated areas are primarily “census designated places” (CDPs) and “unorganized territories,” per the U.S. Census Bureau.

Unit of General Local Government (UGLG): An *Incorporated Area* operated by a local governing body (for example, a city council). These are typically known as cities, towns, townships, villages, or boroughs.

Urban County: A county that has met population thresholds and qualified to directly receive CDBG funds from HUD. An Urban County is a *CDBG Entitlement Community* under the *CDBG Entitlement Program*. Refer to the official definition of Urban Counties at Section 102(a)(6)(A) of the *HCDA of 1974* for more information.

Urban County Configuration: The group of *Participating UGLGs* in *Cooperation Agreements* and/or *Metropolitan Cities* in *Joint Agreements* that make up an Urban County, including the county government itself. This is a technical term primarily used internally by HUD. It is often used when referring to the Urban County “worksheets” in the *GMP-R Urban County Module* and Urban County reports produced by the Integrated Disbursement and Information System (IDIS).

Urban County Lists: The seven lists of counties HUD publishes annually on the HUD Exchange Urban Counties website to be used for the *Urban County Qualification Process*. These lists are the authoritative data source on current and potential new Urban Counties. Most importantly, the Urban County Lists show the years currently qualified Urban Counties must requalify.

Urban County Participation Decision Letters: The letters that Urban Counties and potential new Urban Counties send to *UGLGs* and *Metropolitan Cities* to request their official decision on whether to participate (or not) in the Urban County. As part of the qualification process, the Urban County sends these letters to *UGLGs* and *Metropolitan Cities* with a request for an official response letter to be sent back to the Urban County (generally within 30 days). *Urban County Participation Decision Letters* also include the response letters *UGLGs* and *Metropolitan Cities* send back to the Urban County with their participation decisions.

Urban County Qualification Deadlines: The deadlines HUD publishes annually on the HUD Exchange Urban Counties website for the *Urban County Qualification Process*. The deadlines are actions that qualifying Urban Counties, *UGLGs*, and *Metropolitan Cities* must complete in the spring and summer months each year. These deadlines guide Urban Counties through the *Urban County Qualification Process*, ensuring that counties remain on track and meet iterative milestones to successfully qualify as an Urban County by September 30 (the HOME program's statutory deadline).

Urban County Qualification Period: The three-fiscal-year period that an Urban County is qualified by HUD as an Urban County. During this period, the Urban County is eligible to receive CDBG funding directly as a *CDBG Entitlement Community* (so long as Congress appropriates funds and the Urban County submits its Consolidated Plan/Action Plan by August 16 each year). Urban Counties requalify for their next Urban County Qualification Period in their third and final year of their current Urban County Qualification Period.

Urban County Qualification Process: The overall process of Urban County qualification, which occurs each year through the spring and summer months and ends on September 30 (HOME program statutory deadline). GO TO SECTION 2 for the Step-by-Step Process Map. The process involves *Requalifiers* and *First-Time Qualifiers* completing the following three actions: 1) securing CDBG program participation decisions from *UGLGs* and *Metropolitan Cities* in their county via *Urban County Participation Decision Letters*, 2) authorizing and executing *Cooperation Agreements* and/or *Joint Agreements* between the parties and securing *County Counsel Legal Opinion Letters*, and 3) submitting all qualification documentation to HUD for review and approval to be qualified as an Urban County for the next three-fiscal-year *Urban County Qualification Period*.

Attachment 3: HUD Requirements and Sample Language for *Cooperation Agreements*

List of HUD requirements (12) for Urban County *Cooperation Agreements*[17]

1. **It must be authorized by governing bodies and executed (signed) by CEOs.**

   The governing bodies for your Urban County and the Participating UGLG must authorize the *Cooperation Agreement*. Both chief executive officers (CEOs) must sign the agreement. A *County Counsel Legal Opinion Letter* must be submitted with the *Cooperation Agreement*. The opinion must state that the terms and provisions of the agreement are fully authorized under state and local law and that the agreement provides the legal authority for the county to undertake, or assist in undertaking, essential community development and housing assistance activities within the Participating UGLG's jurisdiction.

2. **It must state that your county and the Participating UGLG will cooperate to carry out essential community development and housing assistance activities.**

   If your Urban County does not have essential powers in the Participating UGLG, the *Cooperation Agreement* must specifically state that the Participating UGLG will: "*undertake, or assist in undertaking, essential community development and housing assistance activities*."

   NOTE: As an alternative to this language, your *Cooperation Agreement* may reference state law authorizing the UGLG to undertake these activities. Your Urban County must submit alternative language to HUD for approval by OGC Field or Regional Counsel.

3. **It must state that the *Cooperation Agreement* covers the CDBG program and that your Urban County and the Participating UGLG may not seek CDBG funding from the State's CDBG program while participating in the Urban County.**

4. **It must state that the *Cooperation Agreement* also covers the: 1) HOME program (*if your Urban County receives HOME funding*); and 2) the ESG program (*if your Urban County receives ESG funding*). The Participating UGLG may only receive HOME and ESG formula-allocated funds from your Urban County.**

   It must state that the UGLG may only receive formula-allocated funds for the HOME and ESG programs from your Urban County. Even if your Urban County does not participate in the HOME program, the Participating UGLG cannot form a HOME consortium with other UGLGs. Similarly, the Participating UGLG may only receive ESG formula-allocated funds from your Urban County.

   NOTE: If your state allows it, your Urban County and Participating UGLGs may still seek HOME or ESG funds from your state government.

[17] The twelve requirements in this list are HUD's requirements only. Urban Counties and Participating UGLGs must also incorporate local-specific provisions into their agreements to comply with state and local requirements.

5. **It must specify the qualification period for your Urban County (three federal fiscal years covered by the *Cooperation Agreement*) OR the remaining 1-2 years of your qualification period (for amendments to *Cooperation Agreements*). It must also state that, by the date in the *Urban County Qualification Deadlines* published on the HUD Exchange Urban Counties website for the next qualification period, your Urban County will notify the Participating UGLG by letter of its right not to participate. For *Auto-Renewal Cooperation Agreements,* it must state the three additional fiscal years that will be covered by the agreement when it auto-renews.**

   The qualification period for your Urban County is the next three fiscal years after your county qualifies or requalifies. If your Urban County is amending a *Cooperation Agreement*, the amendment must update how many years remain (one or two) in your qualification period. HUD discusses amendments more in #6 below. For *Auto-Renewal Cooperation Agreements*, it must state the three additional fiscal years that will be covered by the agreement when it auto-renews.

6. **For regular *Cooperation Agreements,* it must state that your Urban County and the Participating UGLG will amend the agreement, if necessary, to meet requirements during the Urban County's three-year qualification period. For *Auto-Renewal Cooperation Agreements,* it must state that your Urban County and the Participating UGLG will amend the agreement, if necessary, to meet requirements at any time during the two qualification periods the agreement is in effect (including at the time of requalification).**

   An amendment is any change to a *Cooperation Agreement* which must be authorized and executed during an Urban County's qualification period (or also at the time of requalification for an *Auto-Renewal Cooperation Agreement*). Over time, changes to laws and regulations may require your Urban County to amend your *Cooperation Agreements* to add new provision(s). An amendment allows your Urban County to draft a separate amendment to your existing agreements that includes the new provision(s) rather than drafting an entire new *Cooperation Agreement* containing the new provisions. The amendment must be authorized by governing bodies and executed (signed) by chief executive officers, like the *Cooperation Agreement* itself. *Auto-Renewal Cooperation Agreements* may be amended at the time of requalification for the second three-year qualification period, as well as during the two qualification periods, to cover any new required provisions. If your Urban County fails to make a required amendment to a *Cooperation Agreement* by the deadlines published on the HUD Exchange Urban Counties website, your *Cooperation Agreement* is voided and you must submit a new *Cooperation Agreement*.

7. **It must state that the agreement remains in effect until all funds (CDBG, HOME, ESG, and any program income) are expended and all activities are completed.**

   This applies to the three-year qualification period (and second three-year qualification period for *Auto-Renewal Cooperation Agreements*). The Urban County and Participating UGLG can't terminate or withdraw from the agreement while it remains in effect.

8. It must state that your Urban County and the Participating UGLG will comply with all federal laws and regulations specified in HUD's Urban County Notice.

The *Cooperation Agreement* must contain an explicit provision obligating your Urban County and the Participating UGLG to comply with your Urban County's certification (under section 104(b) of Title I of the Housing and Community Development Act of 1974), that your grant will be conducted and administered in conformity with:

- Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR Part 1);
- the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR Part 100, and the duty to affirmatively further fair housing (AFFH); and
- Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates:
    - Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8;
    - Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35;
    - the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146;
    - Section 3 of the Housing and Urban Development Act of 1968;
    - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24;
    - Section 104(d) of Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 42; and
- Other applicable laws

<u>Required provision on affirmatively furthering fair housing (AFFH)</u>

The *Cooperation Agreement* must contain a provision prohibiting an Urban County from funding activities in, or in support of, any Participating UGLG that impedes your county's actions to comply with your fair housing certification. HUD requires this provision because noncompliance with the duty to affirmatively further fair housing by a Participating UGLG may constitute noncompliance by your Urban County. This can result in HUD issuing funding sanctions or other remedial actions for your county.

9. It must include a provision prohibiting excessive use of force and prohibiting physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdictions.

The agreement must state that the Participating UGLG has adopted and is enforcing:

1. *A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and*
2. *A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.*

10. It must NOT include a veto provision that could obstruct implementation of your Urban County's Consolidated Plan.

The *Cooperation Agreement* must NOT include a veto provision (or other restriction) that would allow a Participating UGLG to obstruct implementation of your Urban County's approved Consolidated Plan during the qualification period. Your Urban County has final responsibility for choosing CDBG activities (*and HOME and ESG activities, if applicable*) and submitting the Consolidated Plan to HUD. If your Urban County is a member of a HOME consortium (but not the lead entity), the HOME consortium is responsible for submitting the Consolidated Plan for your Urban County.

11. It must state that the Participating UGLG is subject to the same requirements as subrecipients in the CDBG program.

Per 24 CFR 570.501(b), the *Cooperation Agreement* must state that the Participating UGLG is subject to the same requirements as subrecipients in the CDBG program. This includes the requirement for executing a written subrecipient agreement before your county disburses CDBG funds to a Participating UGLG.

12. It must include a provision that the parties may not sell, trade, or transfer any HUD funds. Congress has prohibited this practice. HUD will not accept *Cooperation Agreements* or approve any Urban County's qualification without this provision.

Your agreement must include this specific provision: *Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.*

Additional provisions your Urban County may include (authorized by state/local laws)

Your *Cooperation Agreements* may also include any provisions authorized by state and local laws. These provisions may legally require a Participating UGLG to undertake necessary actions, as determined by your county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG program (and, where applicable, HOME and ESG programs) and other applicable laws.

Sample Language for *Cooperation Agreements*

	HUD Cooperation Agreement Requirement	HUD Sample Language [*Text in italics* is explanatory and not part of the sample language]
1	**It must be authorized by governing bodies and signed by CEOs.**	*This may best translate to a "Whereas" clause, paired with the execution on the signature block.* *Example:* **WHEREAS**, the Mayor of the Municipality is authorized to execute this Agreement on the Municipality's behalf; and **WHEREAS**, the County Executive is authorized to execute this Agreement on the County's behalf
2	**It must state that your county and the Participating UGLG will cooperate to carry out essential community development and housing assistance activities.**	The County and the Municipality agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities, as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.
3	**It must state that the agreement covers the CDBG program and that your county and the Participating UGLG may not seek CDBG funding from the State's CDBG program while participating in the Urban County.**	The participating Municipality understands and agrees that it may not apply for grants under the State CDBG Program for the fiscal years during the period in which the Municipality participates in the Urban County's CDBG Program.
4	**It must state that the agreement also covers: 1) the HOME program (*if your Urban County receives HOME funding*); and 2) the ESG program (*if your Urban County receives ESG funding*). The Participating UGLG may only receive HOME and ESG formula-allocated funds from your Urban County.**	*Example, covering CDBG, HOME, and ESG:* This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Program, the HOME Program, and the ESG Program. The participating Municipality understands and agrees that it may receive a formula allocation under the HOME and ESG Programs only through the Urban County. This does not preclude the Urban County or the Municipality from applying for HOME or ESG funds from the State, if the State allows.

	HUD Cooperation Agreement Requirement	HUD Sample Language [*Text in italics* is explanatory and not part of the sample language]
5	**It must specify the qualification period for your Urban County (three federal fiscal years covered by the *Cooperation Agreement*) OR the remaining 1-2 years of your qualification period (for amendments to *Cooperation Agreements*). It must also state that, by the date in the *Urban County Qualification Deadlines* published on the HUD Exchange Urban Counties website for the next qualification period, your Urban County will notify the Participating UGLG by letter of its right not to participate. <u>For *Auto-Renewal Cooperation Agreements*</u>, it must state the three additional fiscal years that will be covered by the agreement when it auto-renews.**	*Example, Auto-Renewal Cooperation Agreement:* This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years **XXXX**, **XXXX**, and **XXXX**, and until funds granted and program income received during the three-year program period are expended and the funded activities completed. Neither the County nor the Municipality may terminate, withdraw, or be removed from the program during the three-year program period. This Agreement will renew automatically for participation for one successive three-year Urban County qualification period (Federal Fiscal Years XXXX, XXXX, and XXXX), unless the Municipality or the County provide written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD Exchange Urban Counties website. The County will notify the Municipality in writing of the Municipality's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified on the HUD Exchange Urban Counties website.
6	**<u>For regular *Cooperation Agreements*</u>, it must state that your Urban County and the Participating UGLG will amend the agreement, if necessary, to meet requirements during the Urban County's three-year qualification period. <u>For *Auto-Renewal Cooperation Agreements*</u>, it must state that your Urban County and the Participating UGLG will amend the agreement, if necessary, to meet requirements at any time during the two qualification periods the agreement is in effect (including at the time of requalification).**	The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

	HUD Cooperation Agreement Requirement	HUD Sample Language [*Text in italics* is explanatory and not part of the sample language]
7	**It must state that the agreement remains in effect until all funds (CDBG, HOME, ESG, and any program income) are expended and all activities are completed.**	*See above language in #6*
8	**It must state that your Urban County and the Participating UGLG will comply with all federal laws and regulations specified in HUD's Urban County Notice.**	The County and the Municipality shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with: • Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1; • the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing; and • Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates: Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8; Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146; Section 3 of the Housing and Urban Development Act of 1968; Uniform Relocation and Real Property Policies Act of 1970 and the implementing regulations at 49 CFR Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 42; and all other applicable laws and regulations. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.

	HUD Cooperation Agreement Requirement	HUD Sample Language [*Text in italics* is explanatory and not part of the sample language]
9	**It must include a provision prohibiting excessive use of force and prohibiting physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdictions.**	The County and the Municipality each have adopted and are enforcing: 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of non-violent civil rights demonstrations within its jurisdiction.
10	**It must NOT include a veto provision that could obstruct implementation of your Urban County's Consolidated Plan.**	*No provision necessary to satisfy this requirement*
11	**It must state that the Participating UGLG is subject to the same requirements as subrecipients in the CDBG program.**	Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
12	**It must include a provision that the Participating UGLG may not sell, trade, or transfer any HUD funds provided by your Urban County.**	Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Attachment 4: HUD Requirements and Sample Language for *Joint Agreements*

List of HUD requirements (12) for Urban County *Joint Agreements*[18]

1. **It must be authorized by governing bodies and signed by CEOs.**

   The governing bodies for your Urban County and the Metropolitan City must authorize the *Joint Agreement*. Both chief executive officers (CEOs) must sign the agreement. A *County Counsel Legal Opinion Letter* must also be submitted with the *Joint Agreement*. The opinion must state that the terms and provisions of the agreement are fully authorized under state and local law and that the agreement provides the legal authority for the county to undertake, or assist in undertaking, essential community development and housing assistance activities within the Metropolitan City's jurisdiction.

2. **It must state that your Urban County and the Metropolitan City will cooperate to carry out essential community development and housing assistance activities in the Metropolitan City, and that the Urban County will expend the Metropolitan City's CDBG grant in and for the benefit of the Metropolitan City.**

   If your Urban County does not have essential powers in the Metropolitan City, the agreement must specifically state that the Metropolitan City will: "*undertake, or assist in undertaking, essential community development and housing assistance activities.*" The agreement must also state that your Urban County will expend the Metropolitan City' s CDBG grant in, and for the benefit of, that Metropolitan City.

   The Urban County and Metropolitan City may elect to explain in the *Joint Agreement* that the Urban County will allot a certain percentage of the overall combined grant for purposes of coordinating with the Metropolitan City on planning and administration of the Metropolitan City's grant funds. Because the Urban County is administering the Metropolitan City's CDBG grant, however, the Urban County is entitled to 20 percent (20%) of the Metropolitan City's grant for administering their CDBG program.

   NOTE: As an alternative to this language, your agreement may reference state law authorizing the Metropolitan City to undertake these activities. Your Urban County must submit alternative language to HUD for approval by OGC Field or Regional Counsel.

3. **It must state that the agreement covers the CDBG program and that your Urban County and the Metropolitan City may not seek CDBG funding from the State's CDBG program while participating in the Urban County.**

4. **It must state that the agreement also covers: 1) the HOME program (*if your Urban County receives HOME funding*); and 2) the ESG program (*if your Urban County receives ESG funding*).**

[18] The twelve requirements in this list are HUD's requirements only. Urban Counties and Metropolitan Cities must also incorporate local-specific provisions into their agreements to comply with state and local requirements.

It must state that if the Metropolitan City qualifies to receive a separate allocation of HOME funds, it has three options: (1) it may form a HOME consortium with the Urban County, in which case it will be included as part of the Urban County when the HOME funds for the county are calculated; (2) it may elect to continue to receive its separate HOME grant but have the Urban County administer it; or (3) the Metropolitan City may administer its HOME program on its own. Similarly, the agreement must state how the Metropolitan City will treat ESG funding.

NOTE: If your state allows it, your Urban County and Participating UGLGs may still seek HOME or ESG funds from your state government.

5. **It must specify the qualification period for your Urban County (three fiscal years covered by the *Joint Agreement*) OR the remaining 1-2 years of your qualification period (for amendments to *Joint Agreements*). It must also state that, by the date in the *Urban County Qualification Deadlines* published on the HUD Exchange Urban Counties website for the next qualification period, your Urban County will notify the Metropolitan City by letter of its right not to participate. For *Auto-Renewal Joint Agreements,* it must state the three additional fiscal years that will be covered by the agreement when it auto-renews.**

   The qualification period for your Urban County is the next three fiscal years after your county qualifies or requalifies. If your Urban County is amending a *Joint Agreement,* the amendment must update how many years remain (one or two) in your qualification period. HUD discusses amendments more in #6 below. For *Auto-Renewal Joint Agreements*, it must state the three additional fiscal years that will be covered by the agreement when it auto-renews.

6. **For regular *Joint Agreements,* it must state that your Urban County and the Metropolitan City will amend the agreement, if necessary, to meet requirements during the Urban County's three-year qualification period. For *Auto-Renewal Joint Agreements,* it must state that your Urban County and the Metropolitan City will amend the agreement, if necessary, to meet requirements at any point during the two qualification periods the agreement is in effect (including at the time of requalification).**

   An amendment is any change to a *Joint Agreement* which must be authorized and executed during an Urban County's qualification period (or also at the time of requalification for an *Auto-Renewal Joint Agreement*). Over time, changes to laws and regulations will occur that may require your Urban County to amend your *Joint Agreements* to add new provision(s). An amendment allows your Urban County to draft a separate amendment to your existing agreements that includes the new provision(s) rather than drafting an entire new *Joint Agreement* containing the new provisions. The amendment must be authorized by governing bodies and executed (signed) by chief executive officers, like the *Joint Agreement* itself. *Auto-Renewal Joint Agreements* may be amended at the time of requalification for the second three-year qualification period, as well as during the two qualification periods, to cover any

new required provisions. If your Urban County fails to make a required amendment to a *Joint Agreement* by the deadlines published on the HUD Exchange Urban Counties website, your *Joint Agreement* is voided and you must submit a new *Joint Agreement*.

7. It must state the plan for the disposition of program income generated by the Metropolitan City during the time it is a participant in the Urban County.

The Urban County and Metropolitan City can't terminate or withdraw from the agreement while it remains in effect. The Urban County may transfer the program income to the Metropolitan City, upon its termination of Urban County participation, provided that the Municipality begins participating as an independent CDBG Entitlement grantee and agrees to use the program income in its own CDBG Entitlement program.

8. It must state that your Urban County and the Metropolitan City will comply with all federal laws and regulations specified in HUD's Urban County Notice.

The agreement must contain an explicit provision obligating your Urban County and the Metropolitan City to comply with your Urban County's certification (under section 104(b) of Title I of the Housing and Community Development Act of 1974), that your grant will be conducted and administered in conformity with:

- Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR Part 1);
- the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR Part 100, and the duty to affirmatively further fair housing (AFFH); and
- Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates:
    - Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8;
    - Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35;
    - the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146;
    - Section 3 of the Housing and Urban Development Act of 1968;
    - Uniform Relocation and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24;
    - Section 104(d) of the Housing and Community Development Act of 1974, implementing regulation at 24 CFR Part 42; and
- Other applicable laws

Required provision on affirmatively furthering fair housing (AFFH)

The *Joint Agreement* must contain a provision prohibiting an Urban County from funding activities in, or in support of, any Metropolitan City that impedes your county's actions to comply with your fair housing certification. HUD requires this provision because noncompliance with the duty to affirmatively further fair housing by a Metropolitan City may constitute noncompliance by your Urban County. This can result in HUD issuing funding sanctions or other remedial actions for your Urban County.

9. **It must include a provision prohibiting excessive use of force and prohibiting physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdictions.**

   The agreement must state that the Metropolitan City has adopted and is enforcing:

   1. *A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and*
   2. *A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.*

10. **It must NOT include a veto provision that could obstruct implementation of your Urban County's Consolidated Plan.**

    Your agreement must NOT include a veto provision (or other restriction) that would allow a Metropolitan City to obstruct implementation of your Urban County's approved Consolidated Plan during the qualification period. Your Urban County has final responsibility for choosing CDBG activities (*and HOME and ESG activities, if applicable*) and submitting the Consolidated Plan to HUD. If your Urban County is a member of a HOME consortium (but not the lead entity), the HOME consortium is responsible for submitting the Consolidated Plan for your Urban County.

11. **It must state that the Metropolitan City is subject to the same requirements as subrecipients in the CDBG program.**

    Per 24 CFR 570.501(b), the agreement must state that the Metropolitan City is subject to the same requirements as subrecipients in the CDBG program. This includes the requirement for executing a written agreement before your Urban County disburses CDBG funds to the Metropolitan City.

12. **It must include a provision that the parties may not sell, trade, or transfer any HUD funds. Congress has prohibited this practice. HUD will not accept *Joint Agreements* or approve any Urban County's qualification without this provision.**

    Your agreement must include this specific provision: *Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG*

funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Additional provisions your Urban County may include (authorized by state/local laws)

Your *Joint Agreements* may also include any provisions authorized by state and local laws. These provisions may legally require a Metropolitan City to undertake necessary actions, as determined by your county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG program (and, where applicable, HOME and ESG programs) and other applicable laws.

Sample Language for *Joint Agreements*

	HUD Joint Agreement Requirement	HUD Sample Language [*Text in italics* is explanatory and not part of the sample language]
1	**It must be authorized by governing bodies and signed by CEOs.**	*This may best translate to a "Whereas" clause, paired with the execution on the signature block.* *Example:* **WHEREAS**, the Mayor of the Municipality is authorized to execute this Agreement on the Municipality's behalf; and **WHEREAS**, the County Executive is authorized to execute this Agreement on the County's behalf
2	**It must state that your Urban County and the Metropolitan City will cooperate to carry out essential community development and housing assistance activities in the Metropolitan City, and that the Urban County will expend the Metropolitan City's CDBG grant in and for the benefit of the Metropolitan City.**	The County and the Municipality agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities in and for the benefit of the Municipality, as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.
3	**It must state that the agreement covers the CDBG program and that your Urban County and the Metropolitan City may not seek CDBG funding from the State's CDBG program while participating in the Urban County.**	The participating Municipality understands and agrees that it may not apply for grants under the State CDBG Program for the fiscal years during the period in which the Municipality participates in the Urban County's CDBG Program. The Urban County agrees that the CDBG funds that the Municipality is entitled to will be utilized to benefit the Municipality.
4	**It must state that the agreement also covers: 1) the HOME program (*if your Urban County receives HOME funding*); and 2) the ESG program (*if your Urban County receives ESG funding*).**	*Example, covering CDBG, HOME, and ESG:* This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Program, the HOME Program, and the ESG Program. The participating Municipality understands and agrees that it may receive a formula allocation under the HOME and ESG Programs only through the Urban County. This does not preclude the

	HUD Joint Agreement Requirement	HUD Sample Language [*Text in italics* is explanatory and not part of the sample language]
		Urban County or the Municipality from applying for HOME or ESG funds from the State, if the State allows.
5	**It must specify the qualification period for your Urban County (three fiscal years covered by the *Joint Agreement*) OR the remaining 1-2 years of your qualification period (for amendments to *Joint Agreements*). It must also state that, by the date in the *Urban County Qualification Deadlines* published on the HUD Exchange Urban Counties website for the next qualification period, your Urban County will notify the Metropolitan City by letter of its right not to participate. For *Auto-Renewal Joint Agreements*, it must state the three additional fiscal years that will be covered by the agreement when it auto-renews.**	*Example, Auto-Renewal Joint Agreement:* This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years **XXXX**, **XXXX**, and **XXXX**, and until funds granted and program income received during the three-year program period are expended and the funded activities completed. Neither the County nor the Municipality may terminate, withdraw, or be removed from the program during the three-year program period. This Agreement will renew automatically for participation in one successive three-year Urban County qualification period (Federal Fiscal Years XXXX, XXXX, XXXX), unless the Municipality or the County provide written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD Exchange Urban Counties website. The County will notify the Municipality in writing of the Municipality's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified on the HUD Exchange Urban Counties website.
6	**For regular *Joint Agreements*, it must state that your Urban County and the Metropolitan City will amend the agreement, if necessary, to meet requirements during the Urban County's three-year qualification period. For *Auto-Renewal Joint Agreements*, it must state that your Urban County and the Metropolitan City will amend the agreement, if necessary, to meet requirements at any point during the two**	The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

HUD Joint Agreement Requirement		HUD Sample Language [*Text in italics* is explanatory and not part of the sample language]
	qualification periods the agreement is in effect (including at the time of requalification).	
7	**It must state the plan for the disposition of program income generated by the Metropolitan City during the time it is a participant in the Urban County.**	The County and Municipality shall not terminate or withdraw from the agreement while it remains in effect. The County may transfer the program income to the Metropolitan City, upon its termination of Urban County participation, provided that the Municipality begins participating as an independent CDBG Entitlement grantee and agrees to use the program income in its own CDBG Entitlement program.
8	**It must state that your Urban County and the Metropolitan City will comply with all federal laws and regulations specified in HUD's Urban County Notice.**	The County and the Municipality shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with: • Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1; • the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing; and • Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates: Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8; Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146; Section 3 of the Housing and Urban Development Act of 1968; Uniform Relocation and Real Property Policies Act of 1970 and the implementing regulations at 49 CFR Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 42; and all other applicable

HUD Joint Agreement Requirement		HUD Sample Language [*Text in italics* is explanatory and not part of the sample language]
		laws and regulations. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.
9	**It must include a provision prohibiting excessive use of force and prohibiting physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdictions.**	The County and the Municipality each have adopted and are enforcing: 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of non-violent civil rights demonstrations within its jurisdiction.
10	**It must NOT include a veto provision that could obstruct implementation of your Urban County's Consolidated Plan.**	*No provision necessary to satisfy this requirement*
11	**It must state that the Metropolitan City is subject to the same requirements as subrecipients in the CDBG program.**	Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
12	**It must include a provision that the Metropolitan City may not sell, trade, or transfer any HUD funds provided by your Urban County.**	Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Attachment 5: *Cooperation Agreements* vs. *Joint Agreements* Comparison Table

Issue/Topic	*Cooperation Agreement* (Urban County and Participating UGLG)	*Joint Agreement* (Urban County and Metropolitan City)
Definition of Agreement	• Intergovernmental agreement (IGA) between an Urban County and a *Participating UGLG* (Non-Entitlement). • The Urban County must enter into *Cooperation Agreements* with UGLGs when the Urban County does not have the power to carry out "essential community development and housing assistance activities" in UGLGs without consent from UGLG governing bodies. • Most states only grant counties "essential powers" in unincorporated areas and not in UGLGs.	• Intergovernmental agreement (IGA) between an Urban County and a *Metropolitan City* (CDBG Entitlement). • The Urban County must enter into *Joint Agreements* with Metropolitan Cities when the Urban County will administer the Metropolitan City's CDBG program, in addition to the Urban County's CDBG program.
Responsibilities of Urban County	• The Urban County is responsible for all aspects of administering their CDBG program, including planning and citizen participation, expending program income and ensuring timely expenditure of funds, responding to audits and monitoring findings, fair housing and other cross-cutting requirements, management and oversight of subrecipients (including Participating UGLGs), and reporting and inputting information into IDIS. • The Urban County needs to establish policies and procedures governing its process for selecting activities for funding, including when and how a county may provide funds to Participating UGLGs. However, the CDBG regulations give each grantee the flexibility to design its program based on locally-identified	• The Urban County is responsible for all aspects of administering their CDBG program AND the Metropolitan City's CDBG program, including planning and citizen participation, expending program income and ensuring timely expenditure of funds, responding to audit and monitoring findings, fair housing and other cross-cutting requirements, management and oversight of subrecipients, and reporting and inputting information into IDIS. • The Urban County may use up to 20% of the Metropolitan City's CDBG grant for planning and general administrative costs. The amount of planning and administration funds available to the Urban County should be explained in the *Joint Agreement*.

Issue/Topic	*Cooperation Agreement* (Urban County and Participating UGLG)	*Joint Agreement* (Urban County and Metropolitan City)
	needs and priorities. It is common for Urban Counties to work with their Participating UGLGs to help design the county's program. That process may or may not be spelled out in the *Cooperation Agreements* with Participating UGLGs.	
Responsibilities of Participating UGLGs	• Cooperating with the Urban County on the needs and activities they want funded in their jurisdiction. • They may or may not receive CDBG funding for activities from the Urban County in any given program year. There is no guarantee of funding. • If they receive CDBG funding from the Urban County, they may carry out the activities themselves OR allow the Urban County to carry out the activities in their jurisdiction.	Not applicable because *Joint Agreements* are only between Urban Counties and Metropolitan Cities.
Responsibilities of Metropolitan City	Not applicable because *Cooperation Agreements* are between Urban Counties and Participating UGLGs. NOTE: Metropolitan Cities may also choose to relinquish their CDBG Entitlement status to participate in an Urban County, but they are then considered a Participating UGLG (not a Metropolitan City [Entitlement]).	• Providing input to the Urban County on needs and activities to fund with CDBG in their jurisdiction. • Other responsibilities may be spelled out in the *Joint Agreement* (as agreed to by Urban County).
Where CDBG Investments and Activities May Occur	The Urban County has full discretion on where and how CDBG funds are spent across the Urban County. Each Participating UGLG is not guaranteed to receive CDBG investment in their jurisdiction in any given program year.	The Urban County is required to spend all the Metropolitan City's CDBG grant funds in the jurisdictional boundaries of the Metropolitan City and for the benefit of that Metropolitan City.

Issue/Topic	*Cooperation Agreement* (Urban County and Participating UGLG)	*Joint Agreement* (Urban County and Metropolitan City)
When Can They Opt In	Participating UGLGs may join an Urban County during any year of its qualification period.	Metropolitan Cities may only submit *Joint Requests* to become a *Joint Recipient* with an Urban County the year that the Urban County is qualifying.
When Can They Opt Out	Participating UGLGs cannot opt out of an Urban County during a three-year Urban County qualification period. They must wait until the Urban County qualifies again.	Metropolitan Cities cannot opt out of an Urban County during a three-year Urban County qualification period. They must wait until the Urban County qualifies again.
CDBG Allocations and CPD Formula Allocation Methodology	HUD computes a single CDBG allocation for the Urban County as a whole, including the population and demographic data of all Participating UGLGs and all unincorporated areas of the county from the U.S. Census Bureau.	HUD computes a separate CDBG allocation for the Metropolitan City and the Urban County each year, based on their respective population and demographic data from the U.S. Census Bureau.
HUD Grant Agreement	HUD executes one grant agreement with the Urban County for its single CDBG allocation.	HUD combines the two grant allocations and executes one grant agreement with the Urban County for the combined amount of its own allocation and the allocation for the Metropolitan City. (*Joint Recipients*)
Contractual Relationships	The Urban County has a contractual relationship with HUD. There is no contractual relationship between HUD and Participating UGLGs.	The Urban County has a contractual relationship with HUD because the Urban County is administering their own Urban County CDBG grant AND the Metropolitan City's CDBG grant. The Urban County signs the combined grant agreement with HUD.
Policy on Auto-Renewal of Intergovernmental Agreements (IGAs): *Cooperation Agreements* and *Joint Agreements*	*Auto-Renewal Cooperation Agreements* are permitted. They allow the *Cooperation Agreement* to "auto-renew" for one additional three-year Urban County qualification period without the Urban County and	*Auto-Renewal Joint Agreements* are permitted. They allow the *Joint Agreement* to "auto-renew" for one additional three-year Urban County qualification period without the Urban County

Issue/Topic	*Cooperation Agreement* (Urban County and Participating UGLG)	*Joint Agreement* (Urban County and Metropolitan City)
	Participating UGLGs having to reauthorize and re-execute their agreements. NOTE: Changes to HUD guidance (Urban County Notice) or other federal, state, or local laws may require Urban Counties and Participating UGLGs to make amendments to their *Cooperation Agreements* any year of the six years covered by an *Auto-Renewal Cooperation Agreement*.	and Metropolitan City(ies) having to reauthorize and re-execute their agreements. NOTE: Changes to HUD guidance (Urban County Notice) or other federal, state, or local laws may require Urban Counties and Metropolitan Cities to make amendments to their *Joint Agreements* any year of the six years covered by an *Auto-Renewal Joint Agreement*.
Consolidated Planning	The Urban County must only complete and submit one Consolidated Plan, Annual Action Plan, and CAPER on behalf of the entire Urban County.	The Urban County must only complete and submit one Consolidated Plan, Annual Action Plan, and CAPER, covering both their Urban County and the Metropolitan City(ies), aligning their housing and community development needs.
CDBG Program Requirements	• All program requirements (such as the 20% planning and administration cap, the 15% public service cap, the 70% overall benefit requirement) are based on the Urban County's grant and apply to the Urban County's CDBG grant (as a whole). • Expenditure caps do not apply separately to the Urban County and each individual sub-award that the Urban County may make to a Participating UGLG. • Low/moderate income summary data and the upper quartile exception criteria apply to the Urban County's CDBG grant (as a whole).	• All program requirements (such as the 20% planning and administration cap, the 15% public service cap, and the 70% overall benefit requirement) are based on the combined grant amount and apply to the Urban County's CDBG grant (as a whole). • Expenditure caps do not apply separately to the Metropolitan City's CDBG grant and the Urban County's grant. • Low/moderate income summary data and the upper quartile exception criteria are based on the Urban County grant (as a whole) and do not apply separately to the Metropolitan City's grant and the Urban County's grant.
Impact on the HOME and ESG Programs	• When UGLGs become Participating UGLGs in an Urban County for the CDBG Program,	• If the Metropolitan City qualifies to receive a separate allocation of HOME funds, the Metropolitan City has three options:

Issue/Topic	*Cooperation Agreement* (Urban County and Participating UGLG)	*Joint Agreement* (Urban County and Metropolitan City)
	they are part of the Urban County for the HOME and ESG programs as well. • Participating UGLGs may only receive HOME and ESG formula-allocated funds from the Urban County. Even if the Urban County does not receive a HOME formula allocation, Participating UGLGs cannot form their own HOME consortium or join another HOME consortium. • If the state allows it, both the Urban County and Participating UGLGs can seek additional HOME and/or ESG funding from the state.	1. Form a HOME consortium with the Urban County (the Metropolitan City will be included as part of the Urban County when HUD calculates HOME allocations for the county). 2. Continue to receive a separate allocation of HOME funds but have the Urban County administer their HOME funds. 3. Administer its own HOME program.

Attachment 6: Urban County Qualification Scenarios Comparison Table

Urban County Requirements	**REQUALIFIERS:** *Currently qualified Urban Counties requalifying this year*	**REQUALIFYING NEXT YEAR OR YEAR AFTER NEXT:** *Currently qualified Urban Counties requalifying next year or year after next*	**FIRST-TIME QUALIFIERS:** *New counties seeking to qualify as an Urban County for the first time this year*
Determination of Essential Powers GO TO SECTION 2.7	HUD may rely on a previous Determination of Essential Powers (unless there is evidence that essential powers may have changed).	HUD does not conduct a Determination of Essential Powers for Urban Counties during a qualification period.	HUD OGC Field or Regional Counsel must certify a Determination of Essential Powers.
***Urban County Participation Decision Letters* for Participating and Nonparticipating UGLGs** GO TO SECTION 3.3	The Urban County must send letters to all its UGLGs (regardless of past participation) to determine their participation decisions for the upcoming qualification period. • *If the county has essential powers in UGLGs*: the county's letter must inform them of their right to be excluded from the Urban County, and that if they do not respond to the letter, they will be included in the Urban County for the next qualification period. • *If the county has Auto-Renewal Cooperation Agreements in place*: the county's letter must inform Participating UGLGs of their right to opt out of the agreement and to be excluded from the Urban County for the upcoming qualification period. • *If the county has* "*split places*": the county's letter must inform any "split" UGLGs of their participation options for the upcoming qualification period.	OPTIONAL: The county may choose to send a letter to *Nonparticipating UGLGs* (if any) informing them that they may join the Urban County as a *Participating UGLG* for the rest of the current qualification period (1–2 years). • *If an UGLG decides to join the Urban County*: In general, the Urban County and the new Participating UGLG must authorize and execute a *Cooperation Agreement*.	The county must send letters to all its UGLGs to determine their participation decisions for the upcoming qualification period. • *If the county has essential powers in UGLGs*: the county's letter must inform them of their right to be excluded from the Urban County, and that if they do not respond to the letter, they will be included in the Urban County for the next three FYs. • *If the county has* "*split places*": the county's letter must inform any "split" UGLGs of their participation options for the next qualification period.

Urban County Requirements	**REQUALIFIERS:** *Currently qualified Urban Counties requalifying this year*	**REQUALIFYING NEXT YEAR OR YEAR AFTER NEXT:** *Currently qualified Urban Counties requalifying next year or year after next*	**FIRST-TIME QUALIFIERS:** *New counties seeking to qualify as an Urban County for the first time this year*
***Urban County Participation Decision Letters* for Metropolitan Cities** GO TO SECTION 3.3	• The Urban County must communicate with previously identified potential Metropolitan Cities to determine their participation decisions for the upcoming qualification period. • The Urban County must communicate with newly identified potential new Metropolitan Cities (identified in most recent U.S. Census data) to determine their participation decisions for the upcoming qualification period.	No action is required because the Urban County is in the middle of a qualification period. NOTE 1: Metropolitan Cities that are under a *Joint Agreement* or relinquished their CDBG Entitlement status to become a Participating UGLG may not withdraw from the Urban County during a qualification period. NOTE 2: Participating UGLGs that surpass a population of 50,000 (become eligible to be a Metropolitan City) may not withdraw from the Urban County during a qualification period.	In general, the potential new Urban County must send official letters to any Metropolitan Cities notifying them of the opportunity to participate in the new Urban County for the upcoming qualification period either by: • relinquishing their CDBG Entitlement status as a Metropolitan City and executing a *Cooperation Agreement* with the county to become a Participating UGLG in the Urban County's CDBG grant program; OR • retaining their CDBG Entitlement status as a Metropolitan City and executing a *Joint Agreement* with the Urban County to administer their CDBG program for them. NOTE: Metropolitan Cities have every right to keep their CDBG Entitlement status (continue administering their own CDBG grant program independently) and not participate in the new Urban County.
***Cooperation Agreements* (with Participating UGLGs)** GO TO ATTACHMENT 3	• If the Urban County has regular *Cooperation Agreements* in place with Participating UGLGs, they must execute new *Cooperation Agreements* with Participating UGLGs • If the Urban County has *Auto-Renewal Cooperation Agreements* in place, they must make any required amendments to their	No action is required because the Urban County is in the middle of a qualification period. • If the Urban County adds Nonparticipating UGLGs to their Urban County as new Participating UGLGs for the rest of its current qualification period, they must execute *Cooperation Agreements* with the new	If the county does not have essential powers in its UGLGs (most counties), they must execute *Cooperation Agreements* between their county and Participating UGLGs

Urban County Requirements	**REQUALIFIERS:** *Currently qualified Urban Counties requalifying this year*	**REQUALIFYING NEXT YEAR OR YEAR AFTER NEXT:** *Currently qualified Urban Counties requalifying next year or year after next*	**FIRST-TIME QUALIFIERS:** *New counties seeking to qualify as an Urban County for the first time this year*
	Cooperation Agreements with Participating UGLGs for the next qualification period. (Please note that *Auto-Renewal Cooperation Agreements* may only be in effect for six FYs beginning in FY 2027.)	Participating UGLGs and submit the *Cooperation Agreements* to HUD.	
Joint Agreements **(with Metropolitan Cities)** GO TO ATTACHMENT 4	If a Metropolitan City within the Urban County wants the Urban County to administer its CDBG grant program, the county and the Metropolitan City must submit a *Joint Request* to their CPD field office and execute a *Joint Agreement*.	No action is required because the Urban County is in the middle of a qualification period; *Joint Agreements* can only be executed at the time an Urban County is qualifying. (24 CFR 570.308)	If a Metropolitan City within the county wants the county to administer its CDBG program, the county and the Metropolitan City must submit a *Joint Request* to their CPD field office and execute a *Joint Agreement*.
Documents That Must be Submitted to HUD in the Urban County Qualification Package GO TO SECTION 3	1. All *Urban County Participation Decision Letters* exchanged between the Urban County, UGLGs, and Metropolitan Cities about participation in the Urban County 2. *Cooperation Agreements* with Participating UGLGs (if applicable) 3. *Joint Agreements* with Metropolitan Cities (if applicable) 4. Amendments to *Cooperation or Joint Agreements* (if applicable) 5. *County Counsel Legal Opinion Letter*	No action is required because the Urban County is in the middle of a qualification period. If the Urban County is adding new Participating UGLGs to the Urban County, they must submit: 1. *Urban County Participation Decision Letters* sent to Nonparticipating UGLGs and response letters received 2. New *Cooperation Agreements* with new Participating UGLGs (if applicable) 3. Updated *County Counsel Legal Opinion Letter*	1. All *Urban County Participation Decision Letters* exchanged between the potential new Urban County, UGLGs, and Metropolitan Cities about participation in the Urban County 2. *Cooperation Agreements* with Participating UGLGs (if applicable) 3. *Joint Agreements* with Metropolitan Cities (if applicable) 4. *County Counsel Legal Opinion Letter*

RESOLUTION # 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, RETROACTIVELY, TO JULY 28, 2026, APPROVING THE EXECUTION OF THE 1ST AMENDMENT TO THE URBAN QUALIFICATION COOPERATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF WEST MIAMI AMENDING THE FY 2023-2026 AGREEMENT; THIS AMENDMENT ALLOWS THE CITY DURING FY 2027-2029 TO RECEIVE AN ALLOCATION UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), AND THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME); AND ELIGIBLE TO APPLY FOR THE EMERGENCY SOLUTIONS GRANT (ESG), WHICH ARE FEDERAL ASSISTANCE PROGRAMS ADMINISTERED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), PROVIDED THAT THE CITY MEETS THE ELIGIBILITY CRITERIA DEFINED UNDER EACH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Administration*)

WHEREAS, on July 22 2026, the City of West Miami received a letter (ATTACHMENT A) from the Miami-Dade County Housing & Community Development Department informing the City of the county's upcoming re-qualification as an "Entitlement jurisdiction" for Fiscal Years (FY) 2027 to 2029; and

WHEREAS, according to said letter, participation in the Urban Qualification Cooperation Agreement with Miami-Dade County would make the City eligible to receive an allocation under the CDBG and HOME Programs and the city may apply to the State for ESG funds; and

WHEREAS, the City has been the beneficiary of CDBG funded projects in the past to renovate the Senior Center and expand the Garden Club Park; and

WHEREAS, the City has expressed its desire to be included in the County's jurisdiction for Federal Funds for each three-year qualification period; and

WHEREAS, the City has received the agreement for execution listed as County's Resolution Number 1058-11; and

WHEREAS, the City did not opt-out by April 16, 2026, so by default is required to enter into this agreement to avoid the County or the City losing a portion of the HOME allocation; and

SECTION 1. RECITALS. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by reference.

SECTION 2. APPROVAL OF FIRST AMENDMENT. The Mayor and City Commission hereby retroactively approve, effective July 28, 2026, the First Amendment to the Urban Qualification Cooperation Agreement between Miami-Dade County and the City of West Miami, amending the FY 2023-2026 Agreement and providing for the City's continued participation for Fiscal Years 2027 through 2029.

SECTION 3. PARTICIPATION IN FEDERAL ASSISTANCE PROGRAMS. The City hereby confirms its participation with Miami-Dade County for Fiscal Years 2027 through 2029 for purposes of receiving allocations under the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME), and being eligible to apply for Emergency Solutions Grant (ESG) funds, provided that the City satisfies all applicable eligibility requirements of each program.

SECTION 4. AUTHORIZATION. The City Manager is hereby authorized to execute the First Amendment to the Urban Qualification Cooperation Agreement, in substantially the form attached hereto, and to execute any additional documents and take such administrative actions as may be necessary to effectuate the intent of this Resolution, subject to approval as to form and legal sufficiency by the City Attorney.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption and shall be deemed effective retroactively to July 28, 2026.

PASSED AND ADOPTED this ____ day of _____ 2026.

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON __
VICE-MAYOR IVAN CHAVEZ, JR __
COMMISSIONER JUAN M. BLANES __
COMMISSIONER GUSTAVO J. CEBALLOS __
COMMISSIONER VICTORIA DE LA TORRE GANS __

To: Honorable Mayor and City Commission

Date: August 12, 2026

From: Edward Silva, City Manager

Re: Accepting Grant Agreement for GREEN Matching Grant Program for Shading West Miami 2025 Project

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA; RELATING TO GRANTS; APPROVING THE AGREEMENT BETWEEN THE CITY OF WEST MIAMI AND MIAMI-DADE COUNTY THROUGH ITS PARKS, RECREATION AND OPEN SPACES DEPARTMENT'S GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MATCHING GRANT PROGRAM; ACCEPTING THE GRANT AMOUNT OF THIRTY-THREE THOUSAND, FIVE-HUNDRED AND FIFTY-FIVE ($33,555) DOLLARS TO PLANT TREES THROUGHOUT THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND OTHER RELATED DOCUMENTS TO COMPLETE THE PROJECT; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)

BACKGROUND AND ANALYSIS:

The Growing Roots for Environmentally Equitalbe Neighborhoods (GREEN) Matching Grant Program is funded by Miami-Dade County to engage municipalities, agencies, non-profit foundations, and community groups to plant native or Florida-friendly trees on public land, including streets, transit sites, bus stops, schools, libraries, parks, playgrounds, public housing, etc. Grants are awarded to applicants that can demonstrate the greatest benefits for residents, employers and visitors are able to provide a stewardship plan to help secure the joint investment.

The City submitted an application on February 6, 2025 requesting funds to plant 106 tree of seven (7) species throughout the City based resident requests, stump removals for replanting and vacancies identified by a grant funded Tree Inventory in 2022. Staff was notified of a successful application on July 6, 2026 and provided the agreement for execution for the funding amount of thirty-three thousand, five-hundred and fifty-five dollars ($33,555). The total project is sixty-eight thousand, eight hundred and twenty-three dollars ($68,823). The city will have a cost share of thirty-five thousand, two-

hundred and sixty-eight dollars ($35,268) which includes cost share of grant management and outreach materials to the community upon the project beginning.

FISCAL IMPACT:

TOTAL: $ 68,823
GREEN: $ 33,555
CITY: $ 36,268

Attachments:

A. West Miami Notice of Award Letter
B. GREEN Grant Agreement for execution

July 6, 2026

Ms. Polynice-Hall
City of West Miami
901 Southwest 62nd Avenue
West Miami, FL, 33144

Dear Ms. Polynice-Hall:

Congratulations! I am pleased to inform you that the **City of West Miami** has been awarded a matching grant in the amount of **$33,555** for the **Shading West Miami 2025 Project**, as part of the 2025 Growing Roots for Environmentally Equitable Neighborhoods (GREEN) Miami-Dade County Matching Grant Program.

This exciting project will help us reach our goal of achieving a 30 percent tree canopy for Miami-Dade County. There has truly never been a better time to create a greener community for our residents!

Neat Streets Miami-Dade County is delighted to partner with you on this project. Together, we will make an even more impactful investment in our community by leveraging County Tree Trust Fund money with match dollars from our grantees.

A contract is being sent to you, along with this notice of award. Once it has been signed by the city, please scan it back, so it can be routed through the County for signature. **Please note that work cannot begin on this project until the contract has been fully executed**. Any expenses prior to contract execution are not eligible for reimbursement under this funding mechanism.

Please do not hesitate to reach out to Nikki.Anderson@miamidade.gov if you have any questions. Again, we look forward to working with you to implement your project.

Sincerely,

Nicole Anderson

Nicole Anderson
Interim Community Image Manager
Urban Forest and Tree Division
Department of Environmental Resources Management
Neat Streets Miami-Dade County Board

July 6, 2026

Ms. Polynice-Hall
City of West Miami
901 Southwest 62nd Avenue
West Miami, FL, 33144

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This exciting project will help us reach our goal of achieving a 30 percent tree canopy for Miami-Dade County. There has truly never been a better time to create a greener community for our residents!

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Please do not hesitate to reach out to Nikki.Anderson@miamidade.gov if you have any questions. Again, we look forward to working with you to implement your project.

Sincerely,

Nicole Anderson

Nicole Anderson
Interim Community Image Manager
Urban Forest and Tree Division
Department of Environmental Resources Management
Neat Streets Miami-Dade County Board

RESOLUTION # 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA; RELATING TO GRANTS; APPROVING THE AGREEMENT BETWEEN THE CITY OF WEST MIAMI AND MIAMI-DADE COUNTY THROUGH ITS PARKS, RECREATION AND OPEN SPACES DEPARTMENT'S GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MATCHING GRANT PROGRAM; ACCEPTING THE GRANT AMOUNT OF THIRTY-THREE THOUSAND, FIVE-HUNDRED AND FIFTY-FIVE ($33,555) DOLLARS TO PLANT TREES THROUGHOUT THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND OTHER RELATED DOCUMENTS TO COMPLETE THE PROJECT; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)

WHEREAS, the City was successful in securing Thirty-Three Thousand Five-Hundred & Fifty-Five Dollars ($33,555) in funding through the Miami-Dade County Matching Grant Program; and

WHEREAS, the City is a supporter of increasing green space and tree canopy to provide shade and wildlife safety; and

WHEREAS, Residents have requested trees be planted and this would be a great opportunity to plant a significant number of trees with financial assistance; and

WHEREAS, the City has a cost share of Thirty-Five Thousand, Two-Hundred, Sixty-Eight Dollars ($35,268), which includes in-kind contributions; and

WHEREAS, the City desires to move forward with the approval of the grant agreement with the Miami-Dade County Parks, Recreation, and Open Spaces Department.

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of West Miami as follows:

THE ABOVE WHEREAS' ARE ADOPTED HEREIN AS PART OF THIS RESOLUTION.

Section 1: The City Commission here by accepts the agreement between the City and the Miami-Dade County Parks, Recreation, and Open Spaces Department, hereby enclosed as Exhibit B in the amount of Thirty-Three Thousand Five-Hundred & Fifty-Five Dollars ($33,555).

Section 2: The City Commission hereby authorizes the City Manager to sign the grant amendment and other related documents.

Section 3: The City Commission hereby approves the city share of Thirty-Five Thousand, Two-Hundred, Sixty-Eight Dollars ($35,268) which includes in-kind contribution to successfully complete the planting project.

Section 4: The resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 12th day of August, 2026

APPROVED:

_____

ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____

ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL:

This Resolution was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON ____
VICE -MAYOR IVAN CHAVEZ, JR. ____
COMMISSIONER JUAN M. BLANES ____
COMMISSIONER GUSTAVO J. CEBALLOS ____
COMMISSIONER VICTORIA DE LA TORRE GANS ____

From: China Estrada
To: Annery Gonzalez
Subject: RE: Assistance Requested – Property Lien Recorded in Error
Date: Thursday, July 2, 2026 9:59:03 AM
Attachments: image012.png
image001.png
image002.png
image003.png
image004.png
image005.png

#CE2026-1127 – Vehicle Nuisance

Date recorded – May 28, 2026
Book – 35323 Pages – 1158-1159

Amount of lien - $4,550.00
Penalties and recording fees - $101.25
Total: $4,651.25

Amounts good through July 27, 2026

From: Annery Gonzalez <anneryg@cityofwestmiami.gov>
Sent: Tuesday, June 30, 2026 5:13 PM
To: China Estrada <china@cityofwestmiami.gov>
Subject: FW: Assistance Requested – Property Lien Recorded in Error

China,

Send me the total details for this case.

Thanks!

Annery Gonzalez, MMC, SHRM-CP
City Clerk

City of West Miami
901 SW 62nd AVE
West Miami, FL 33144

"Where Generations Grow"

anneryg@cityofwestmiami.gov

(305) 266-1122

flowcode.com

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Michelle Alonso <malonso7545@hotmail.com>
Sent: Tuesday, June 30, 2026 3:37 PM
To: Annery Gonzalez <anneryg@cityofwestmiami.gov>
Cc: China Estrada <china@cityofwestmiami.gov>; Eric Diaz Padron <Ericdp@cityofwestmiami.gov>; Juan M. Blanes <JuanMBlanes@cityofwestmiami.gov>; Edward Silva <esilva@cityofwestmiami.gov>; Yvonne Picado <ypicado@cityofwestmiami.gov>; Michael Alonso <michael.alonso@gmail.com>
Subject: Fw: Assistance Requested – Property Lien Recorded in Error

> Some people who received this message don't often get email from malonso7545@hotmail.com. Learn why this is important

Hi Annery,

I hope you're doing well. I'm following up on our phone conversation yesterday. Please let me know if you have any updates when you get a chance.

Thank you!

Michael & Michelle Alonso

From: Michelle Alonso <malonso7545@hotmail.com>
Sent: Monday, June 29, 2026 2:27 PM
To: anneryg@cityofwestmiami.gov <anneryg@cityofwestmiami.gov>
Subject: Fw: Assistance Requested – Property Lien Recorded in Error

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From: China Estrada <china@cityofwestmiami.gov>
Sent: Monday, June 29, 2026 1:12 PM
To: Michelle Alonso <malonso7545@hotmail.com>
Cc: Yvonne Picado <ypicado@cityofwestmiami.gov>
Subject: RE: Assistance Requested – Property Lien Recorded in Error

Hello Michelle,

This is not an error. You requested in front of the board on May 18, 2026 for a lien to be placed on the property so you can then mitigate for the fine to be reduced in front of the commission. Please contact the City Clerk Annery Gonzalez at 305 266-1122 Ext: 132 anneryg@cityofwestmiami.gov to be placed on the agenda to go before the City Commission to mitigate the Code Enforcement lien for $4,550.00.

Regards,

China

Martha "China" Estrada

Administrative Clerk

City of West Miami

901 SW 62nd AVE

West Miami, FL 33144

Phone: (305)266-4214 Ext: 128

Fax: (305)266-6574

From: Michelle Alonso <malonso7545@hotmail.com>
Sent: Monday, June 29, 2026 12:59 PM
To: China Estrada <china@cityofwestmiami.gov>
Cc: Eric Diaz Padron <Ericdp@cityofwestmiami.gov>; Juan M. Blanes

<JuanMBlanes@cityofwestmiami.gov>; Edward Silva <esilva@cityofwestmiami.gov>; Michael Alonso <michael.alonso@gmail.com>
Subject: Assistance Requested – Property Lien Recorded in Error
Importance: High

Some people who received this message don't often get email from malonso7545@hotmail.com. Learn why this is important
Hello China,

I was given your contact information when I went to the City this morning and was advised to reach out to you regarding a lien that has been placed on my property.

Property Address:
1025 Sylvania Blvd.
West Miami, FL 33144

I am requesting your immediate assistance regarding a lien that has been placed on our property in the amount of **$4,550.00**. I believe this lien was placed in error, and I respectfully request that it be reviewed and removed.

I received a 30-day notice from the City regarding a vehicle that was parked on my property along the side of my house. The vehicle was parked entirely on my own property, on the asphalt beside my home, and was not obstructing any roadway, sidewalk, or neighboring property. I understood the notice and fully intended to comply.

Throughout the compliance period, I remained in communication with the City and even visited the office in person to discuss the matter. The City was aware that I was making arrangements to have the vehicle removed by a tow truck. The vehicle was removed shortly after the compliance period while I was actively working to resolve the issue.

After the vehicle had already been removed, I received a notice to appear in court. I attended the hearing on **May 18, 2026, at 6:00 p.m.** and presented photographs showing that the vehicle had already been removed from my property. Despite providing proof of compliance, I was assessed a $600 fine.

Ten days later, on **May 28, 2026**, I learned that a lien in the amount of **$4,550.00** had been recorded against my property. I do not understand why a lien was imposed after I had already removed the vehicle, appeared in court, and provided evidence that the violation had been corrected.

I also find this situation particularly frustrating because vehicles that do not belong to me regularly park along the side of my property, including on the grass. There are two vehicles in particular that park there every day. These vehicles often prevent my landscaper from maintaining that area, yet no enforcement action appears to be taken against them. In addition, tenants who live in the building in the corner park on my property often because there is limited parking available in their building. It seems unfair that I am unable to park my own vehicle on my own property while other vehicles regularly occupy the same area.

Since receiving notice of the lien, I have made several attempts to obtain answers by

contacting different City departments. Unfortunately, I continue to be referred from one office to another without receiving an explanation or assistance in resolving this matter.

I respectfully request:

- A full explanation of why this lien was recorded against my property after the vehicle had already been removed and after my court hearing.
- A review of my case and the removal of the $4,550.00 lien if it was improperly imposed.
- The opportunity to speak with someone who has the authority to review and resolve this matter.

I have acted in good faith throughout this process, remained in communication with the City, complied by removing the vehicle, and attended my scheduled court hearing. I respectfully ask that this matter be reviewed as soon as possible, as the lien is causing a significant hardship and I do not believe it is justified.

Please contact me at **305-989-0137** at your earliest convenience.

Thank you for your time and consideration.

Sincerely,

Michael & Michelle Alonso

RESOLUTION # 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AUTHORIZING THE CITY MANAGER TO ACCEPT A MITIGATION OFFER IN THE AMOUNT OF $_____ FOR CODE ENFORCEMENT LIENS FOR CODE VIOLATIONS AT THE PROPERTY LOCATED AT 1025 SYLVANIA BLVD., WEST MIAMI, FLORIDA; PROVIDING CONDITIONS FOR COMPLIANCE; PROVIDING THAT FAILURE TO COMPLY WILL RESULT IN REINSTATEMENT OF THE ORIGINAL LIEN AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Code Enforcement Case No. CE2026-1127 involved a vehicle nuisance located at the property commonly known as 1025 Sylvania Boulevard, West Miami, Florida; and

WHEREAS, following proceedings before the Code Enforcement Board, a Code Enforcement lien in the amount of $4,550.00, plus $101.25 in recording fees and costs, for a total of $4,651.25, was recorded in the Official Records of Miami-Dade County on May 28, 2026, in Official Records Book 35323, Pages 1158-1159; and

WHEREAS, the property owners, Michael and Michelle Alonso, have requested that the City Commission mitigate the recorded lien; and

WHEREAS, the City Commission has considered the request for mitigation and finds that acceptance of a negotiated settlement is in the best interest of the City.

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

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

SECTION 2. The City Manager is hereby authorized to accept the mitigation payment in the amount of $_____ as full and final settlement of the Code Enforcement lien recorded against the property located at 1025 Sylvania Boulevard, West Miami, Florida, arising from Code Enforcement Case No. CE2026-1127, provided that the approved mitigation amount is paid within _____ of the adoption of this Resolution.

SECTION 3. Upon timely receipt of the approved mitigation payment, the City Manager and City Attorney are authorized to execute all documents necessary to release and

satisfy the Code Enforcement lien recorded in Official Records Book 35323, Pages 1158-1159, of the Public Records of Miami-Dade County, Florida.

SECTION 4. If the mitigation amount is not paid within thirty (30) days from the effective date of this Resolution, this Resolution shall become null and void, and the City shall retain all rights to enforce and collect the full amount of the recorded lien, together with any additional costs or interest authorized by law.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____ 2026.

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON __
VICE-MAYOR IVAN CHAVEZ, JR __
COMMISSIONER JUAN M. BLANES __
COMMISSIONER GUSTAVO J. CEBALLOS __
COMMISSIONER VICTORIA DE LA TORRE GANS __

City of West Miami

Martha "China" Estrada
Administrative Clerk
901 S.W. 62nd Avenue • West Miami, FL 33144
305-266-4214 Ext: 128

July 06, 2026

Code Enforcement Liens

Plaza America LLC
6190 SW 8 ST
W. Miami, FL 33144

Citation# CE2024-800
Construction No Permit

May 22, 2026
Book 35316 Pages 2047-2048

$9,765.00	Amount of lien
$179.47	Penalties, recording and release fees
$9,944.47	**Total**

Citation# CE2024-801
Certificate of Occupancy

May 22, 2026
Book 35316 Pages 2062-2063

$15,225.00	Amount of lien
$261.37	Penalties, recording and release fees
$15,486.37	**Total**

Citation# CE2024-801
Occupational License

May 22, 2026
Book 35316 Pages 2064-2065

$12,180.00	Amount of lien
$215.70	Penalties, recording and release fees
$12,395.70	**Total**

Grand Total: $37,826.54

RESOLUTION # 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT A MITIGATION OFFER IN THE AMOUNT OF $_____ TO SATISFY CERTAIN CODE ENFORCEMENT LIENS RECORDED AGAINST THE PROPERTY LOCATED AT 6166-6190 SW 8 STREET, WEST MIAMI, FLORIDA; AUTHORIZING THE RELEASE OF SAID LIENS UPON PAYMENT OF THE APPROVED MITIGATION AMOUNT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Code Enforcement liens have been recorded against the property located at 6190 SW 8 Street, West Miami, Florida, owned by Plaza America LLC, as follows:

- Citation No. CE2024-800 – Construction Without Permit;
- Citation No. CE2024-801 – Certificate of Occupancy; and
- Citation No. CE2024-802 – Occupational License;

WHEREAS, said liens were recorded on May 22, 2026, in Official Records Book 35316, Public Records of Miami-Dade County, Florida, and currently total $37,826.54, including applicable recording and release fees;

WHEREAS, Plaza America LLC, through legal counsel, has requested that the Mayor and City Commission consider mitigation of the recorded liens pursuant to Section 162.09(3), Florida Statutes;

WHEREAS, the property owner represents that all underlying code violations have been corrected and that the property is presently in compliance;

WHEREAS, the Mayor and City Commission have considered the request for mitigation and find that acceptance of a negotiated settlement is in the best interests of the City.

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

SECTION 1. Recitals.

The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Approval of Mitigation.

The City Manager is hereby authorized to accept a mitigation payment in the amount of $_____ as full settlement of the following Code Enforcement liens recorded against the property located at 6166-6190 SW 8 Street, West Miami, Florida:

- Citation No. CE2024-800;
- Citation No. CE2024-801 (Certificate of Occupancy); and
- Citation No. CE2024-802 (Occupational License).

The mitigation payment shall be made within _____days following adoption of this Resolution.

SECTION 3. Satisfaction and Release of Liens.

Upon timely receipt of the approved mitigation payment, the City Manager and the City Attorney are authorized to execute and record all documents necessary to satisfy and release the above-referenced Code Enforcement liens from the Public Records of Miami-Dade County, Florida.

SECTION 4. Failure to Pay.

Should the mitigation amount not be paid within _____days from the effective date of this Resolution, this Resolution shall become null and void, and the City shall retain all rights to enforce and collect the full amount of the recorded liens, together with any additional interest, costs, and remedies authorized by law.

SECTION 5. Effective Date.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____ 2026.

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON __
VICE-MAYOR IVAN CHAVEZ, JR __
COMMISSIONER JUAN M. BLANES __
COMMISSIONER GUSTAVO J. CEBALLOS __
COMMISSIONER VICTORIA DE LA TORRE GANS __

1600 SW 62 AVE

The property was purchased in **2014**. Below is a summary of the case history:

- **January 25, 2016:** Notice of Violation issued with a compliance date of **February 10, 2016**.
- **February 10, 2016 – April 25, 2016:** Fine of **$200.00 per day** accrued for **75 days**, totaling **$15,000.00**.
- **April 25, 2016:** The **Code Enforcement Board** granted a **30-day extension** to **May 25, 2016** to correct the violation.
- **June 6, 2016:** The **Code Enforcement Board** granted an additional **60-day extension** to **August 8, 2016** to correct the violation.
- **October 17, 2016:** The **Code Enforcement Board** granted a final **30-day extension** to **November 17, 2016** to correct the violation.
- **November 27, 2017:** The **Code Enforcement Board** ordered that a lien be placed against the property in the amount of **$15,000.00** and imposed a continuing fine of **$500.00 per day** until the violation is corrected.
- **March 7, 2018:** Lien recorded in the amount of **$15,000.00**.
- **November 28, 2017 – July 27, 2026:** Continuing fines accrued for **3,165 days** at **$500.00 per day**, totaling **$1,582,500.00**.
- **Penalties and recording fees as of July 27, 2026: $22,757.75**.
- **Current lien amount: $37,757.75** ($15,000.00 lien plus $22,757.75 in penalties and recording fees). The accrued daily fines total **$1,582,500.00**.

RESOLUTION # 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT A MITIGATION OFFER IN THE AMOUNT OF $_____ TO SETTLE CODE ENFORCEMENT LIENS RECORDED AGAINST THE PROPERTY LOCATED AT 1600 SW 62 AVENUE, WEST MIAMI, FLORIDA; PROVIDING CONDITIONS FOR PAYMENT; PROVIDING FOR REINSTATEMENT OF THE ORIGINAL LIEN AND ACCRUED FINES UPON DEFAULT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code Enforcement Board issued an Order Imposing Lien against the property located at 1600 SW 62 AVE, West Miami, Florida, following the property owner's failure to timely comply with a Notice of Violation issued on January 25, 2016; and

WHEREAS, the Code Enforcement Board granted multiple extensions of time to achieve compliance, but the violation remained uncorrected, resulting in the recording of a lien in the amount of Fifteen Thousand Dollars ($15,000.00) on March 7, 2018, together with continuing fines of Five Hundred Dollars ($500.00) per day until compliance; and

WHEREAS, as of July 27, 2026, the recorded lien, penalties, and recording fees total Thirty-Seven Thousand Seven Hundred Fifty-Seven Dollars and Seventy-Five Cents ($37,757.75), and continuing fines have accrued in the amount of One Million Five Hundred Eighty-Two Thousand Five Hundred Dollars ($1,582,500.00); and

WHEREAS, the property owner has requested that the Mayor and City Commission consider mitigation of the Code Enforcement lien and accrued fines; and

WHEREAS, the Mayor and City Commission find that acceptance of a negotiated mitigation offer, subject to the terms and conditions set forth herein, is in the best interests of the City.

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

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

SECTION 2. Approval of Mitigation. The City Manager is hereby authorized to accept a mitigation payment in the amount of $_____ as full settlement of the Code

Enforcement lien recorded against the property located at 1600 SW 62 AVE, West Miami, Florida, provided that the mitigation amount is paid within _____ days from the effective date of this Resolution.

SECTION 3. Release of Liens. Upon timely payment of the approved mitigation amount, the City Manager and City Attorney are authorized to execute and record all documents necessary to satisfy and release the Code Enforcement lien, and the City shall waive the accrued daily fines associated with the violation.

SECTION 4. Default. If the mitigation amount is not paid within _____ days of the effective date of this Resolution, this Resolution shall automatically become null and void, and:

1. The City shall retain and enforce the original recorded lien;
2. The waiver of accrued daily fines shall be withdrawn;
3. The City may pursue collection of the full amount of the lien, accrued fines, interest, costs, attorney's fees, and all other remedies available under Chapter 162, Florida Statutes, and the Code of the City of West Miami.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____ 2026.

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON __
VICE-MAYOR IVAN CHAVEZ, JR __
COMMISSIONER JUAN M. BLANES __
COMMISSIONER GUSTAVO J. CEBALLOS __
COMMISSIONER VICTORIA DE LA TORRE GANS __

To: Honorable Mayor and City Commission

Date: August 12, 2026

From: Edward Silva, City Manager

Re: Accepting FDEM Contract #H1465 for Stormwater Master Plan Development

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, RELATING TO GRANTS; APPROVING THE AGREEMENT (#H1465) BETWEEN THE CITY OF WEST MIAMI AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) THROUGH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR THE DEVELOPMENT TO THE WEST MIAMI STORMWATER MASTER PLAN; ACCEPTING THE GRANT AMOUNT OF ONE HUNDRED TWELVE THOUSAND AND FIVE HUNDRED DOLLARS ($112,500); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND OTHER PROJECT RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Administration*)

BACKGROUND AND ANALYSIS:

The Watershed Planning Program, funded under the Hazard Mitigation Grant Program (HMGP), as approved by the FDEM and the Federal Emergency Management Agency (FEMA), has the purpose of creating standardized, cost-effective, and easily replicable Watershed Master Plans (WMP) or Stormwater Master Plans (SWMP) throughout the state of Florida.

The objective of the Watershed Master Planning is to provide the communities within a watershed with a tool they can use to make decisions that will reduce the increased flooding form development on a watershed-wide basis. This grant provides funding to communities to complete a a Watershed Master Plan, in accordance with FEMA's standard practices for mitigation planning, for CRS purposes.

The City submitted an application on February 24, 2026 to develop a Stormwater Master Plan (SWMP). As the city invests in drainage and upgrading watermain projects, this additional tool will help the city identify impactful projects that will benefit the community.

FISCAL IMPACT:
Total Project Cost: $150,000
Grant Cost Share: $112,500
City Cost Share: $ 37,500

Attachments:

- Exhibit A: FDEM Agreement for Contract No. H1465

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of West Miami
PROJECT #:	4673-305-P70
PROJECT TITLE:	City of West Miami Stormwater Master Plan
HMGP CONTRACT #:	H1465
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Jenny Polynice-Hall Grants Manager 901 SW 62nd Avenue West Miami, FL 33144

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of West Miami** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☐	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☒	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign Country of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850)347-2948 or email me at garik@yagroup.com.

Agreement Number: **H1465**

Project Number: **4673-305-P07**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of West Miami
Sub-Recipient's unique entity identifier (UEI/FEIN):	GNGLFHXLJGF5 / 596002412
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 11, 2026
Subaward Period of Performance Start and End Date:	March 11, 2026 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$112,500.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$112,500.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$112,500.00
Federal award project description (see FFATA):	Stormwater Master Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Garik@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of West Miami, (hereinafter referred to as the "Sub-Recipient").

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

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

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

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

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

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Garik Docking
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-347-2948
Email: garik@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

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

   Jenny Polynice-Hall
   Grants Manager
   901 SW 62nd Avenue
   West Miami, FL 33144
   Telephone: 305-992-0631
   Email: dhall@cityofwestmiami.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 11, 2026 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$112,500.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

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

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

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

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

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

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

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

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

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

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

(14) LIABILITY

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

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

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

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

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

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

(16) REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

(17) TERMINATION

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

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

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

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

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

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

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

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

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

SUB-RECIPIENT: CITY OF WEST MIAMI

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 112,500.00**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Watershed Master Planning Program

City of West Miami Stormwater Master Plan

Budget and Scope of Work

STATEMENT OF PURPOSE:

The Florida Division of Emergency Management's (Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Stormwater Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) DR-4673-305-P07, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Sub-Recipient, City of West Miami, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Stormwater Master Plan (SWMP). This project is preceded by the Watershed Master Plan Pilot Program, with Stormwater Master Plans being encompassed in the second round of funding.

The purpose of a Stormwater Master Plan (SWMP) is to assist the Sub-Recipient assess and prioritize both existing and potential stormwater issues. The SWMP shall outline recommendations for future improvements including conceptual designs and alternative solutions, to effectively manage water quantity and quality. This project intent is to promote flood resiliency by the development and implementation of the SWMPs.

This project shall result in the development of Stormwater Master Plans (SWMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. The plan shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall finalize the process by submitting a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the Stormwater Master Plan shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

TASKS & DELIVERABLES:

A. TASKS

1. Create Preliminary Stormwater Master Plan.

The Sub-Recipient shall create a preliminary Stormwater Master Plan (SWMP), which is a narrative detailing an inventory of existing stormwater systems, the community's existing policies and regulations, identifying known problematic areas and areas with high flood risk, and proposes a series of recommendations for managing stormwater effectively. There shall be enough detail in the preliminary SWMP to verify the required analysis has been completed. Specifically, the required analysis for the

preliminary SWMP shall include all the Minimum Criteria required for a creditable SWMP under the two categories of Data Inventory and Collection and Stormwater Master Plan Criteria as follows:

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of bodies of water that receive stormwater discharges.
    c. Inventory of existing drainage system
    d. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. map of stormwater sewer systems
3. Existing regulations and plans in place for reducing flood risks
    a. Legal Authorities for Municipal Separate Storm Sewer System (MS4).

Stormwater Master Plan Criteria

4. Targeting pollutants of concern:
    a. What pollutants are present.
    b. How they are being monitored and assessed.
    c. How pollutant presence is being reduced.
5. Stormwater control measures:
    a. How construction site runoff is controlled.
    b. Describe stormwater management for areas of new development and redevelopment.
    c. What are the pollution prevention practices.
    d. Describe how illicit discharges are tracked and reported.
    e. Education, outreach, and public involvement.
6. Jurisdiction specific provisions:
    a. Existing land uses-current and future.
    b. Effectiveness of managing stormwater runoff.
    c. Best management scenarios for mitigating stormwater runoff.
7. The community must adopt the final plan.
8. If applicable, SWMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, previous assumptions on hydrology, sea level rise and future land use, are still applicable.

TASK 1 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit following Task 1 deliverables to the Division:

a) An electronic copy of the preliminary Stormwater Master Plan (SWMP).

b) A separate electronic document listing how and where in the preliminary SWMP the Minimum Criteria listed under Task 1 are met.

c) A separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution.

d) A separate electronic document with all comments between the Sub-Recipient Staff and contractor from their review of the SWMP, and

e) Submit previous SWMP or if no previous SWMP exists submit a letter stating as such.

Reimbursement / Payment for Task 1 shall occur once the Sub-Recipient has received feedback from the Division confirming that their preliminary SWMP and Task 1 Deliverables have been approved. To be approved, the preliminary SWMP shall show how all the listed Minimum Criteria required for a creditable SWMP are intended to be met.

2. Revise Draft Stormwater Master Plan and Submit Completed Stormwater Master Plan.

After receiving feedback from the Division on the preliminary Stormwater Master Plan (SWMP), from Task 1 (per Task 1 Deliverables), the Sub-Recipient shall finalize the flood modeling process and submit their completed SWMP. At a minimum, the modeling and SWMP must meet the Minimum Criteria required for a creditable SWMP shown above. The Sub-Recipient shall update their SWMP, if revisions are necessary based on the Division's feedback, and submit the completed SWMP to the Division for review.

The Sub-Recipient shall coordinate, throughout the activities for Task 2, with the applicable Local Mitigation Strategy (LMS) working group to ensure that the working group shall adopt the SWMP as an annex in the next LMS update and use the data to inform the risk assessment and mitigation strategy.

TASK 2 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager, for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit the following Task 2 deliverables to the Division:

a) An electronic copy of the completed SWMP (after incorporating comments from the Division, if applicable).

b) A signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed SWMP shall be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update; and

c) Provide documentation of WMP submittal to ISO/CRS.

Reimbursement / Payment for Task 2 shall occur once the Sub-Recipient has received feedback from the Division confirming that their completed SWMP and Task 2 Deliverables have been approved. To be approved, the completed SWMP shall show how all the listed Minimum Criteria required for a creditable SWMP have been met.

3. Grant Management Tasks:

The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and performing all work plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

The Sub-Recipient shall monitor and manage the procurement and shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

During this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services are rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name

of service provider and any other pertinent information.

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services.

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final project cost. All Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

	Deliverable Value	**Due Date**
Task 1 – Create Preliminary SWMP based on Initial Flood Modeling; Submit Draft SWMP and additional Task 1 Deliverables	$100,000.00	15 months after beginning of POP
Task 2 – Revise Draft SWMP; Submit Completed SWMP and additional Task 2 Deliverables	$50,000.00	26 months after beginning of POP
Total	**$150,000.00**	

Minimum Level of Performance: Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. PROGRAMMATIC

1. The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2. The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
3. The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4. Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
5. The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
6. A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
7. Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
8. The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient

Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

This is FEMA project number **4673-305-P07.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster Ian.

FEMA awarded this project to the State on March 11, 2026.

The State of Florida awarded this project on March 17, 2026.

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and the Period of Performance shall end on May 31, 2028.

D. FINANCIAL CONSEQUENCES:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5% of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conducting any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

SCHEDULE OF WORK:

Milestones / Tasks		
State Contracting:	3	Months
Local Procurement:	2	Months
Field Work and Data Collection (Task 1)	8	Months
Initial Flood Modeling (Task 1):	3	Months
Preliminary WMP and Task 1 Deliverables (Task 1)	6	Months
Revise WMP and Submit Completed WMP and Task 2 Deliverables (Task 2)	3	Months
Division Approval and Closeout	1	Month
Total Period of Performance:	**26**	**Months**

BUDGET:

Line-Item Budget*

FEES:	Project Cost	Federal Cost	Non-Federal Cost
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$150,000.00	$112,500.00	$37,500.00
Other	$0.00	$0.00	$0.00
Total Project Fees:	**$150,000.00**	**$112,500.00**	**$37,500.00**

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

FUNDING SUMMARY TOTALS:

Federal Share:		$112,500.00	(75.00%)
Non-Federal Share:		$37,500.00	(25.00%)
Total Project Cost:		**$150,000.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of West Miami

REMIT ADDRESS: 901 SW 62nd Avenue

CITY: West Miami STATE: Florida ZIP CODE: 33144

PROJECT TYPE: Stormwater Master Plan PROJECT #: 4673-305-P07

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1465

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of West Miami PAYMENT #:

PROJECT TYPE: Stormwater Master Plan PROJECT #: 4673-305-P07

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1465

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF WEST MIAMI

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of West Miami **PROJECT #:** 4673-305-P07

PROJECT TYPE: Stormwater Master Plan **CONTRACT #:** H1465

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of West Miami
Sub-Recipient's Name

H1465
DEM Contract Number

4673-305-P07
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-305-P07

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 112,500.00

OBLIGATION/ACTION DATE: March 11, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: GNGLFHXLJGF5

UEID/SAM# +4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Stormwater Master Plan (SWMP). This project is preceded by the Watershed Master Plan Pilot Program, with Stormwater Master Plans being encompassed in the second round of funding.

The purpose of a Stormwater Master Plan (SWMP) is to assist the Sub-Recipient assess and prioritize both existing and potential stormwater issues. The SWMP shall outline recommendations for future improvements including conceptual designs and alternative solutions, to effectively manage water quantity and quality. This project intent is to promote flood resiliency by the development and implementation of the SWMPs.

This project shall result in the development of Stormwater Master Plans (SWMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. The plan shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall finalize the process by submitting a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the Stormwater Master Plan shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/..

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

RESOLUTION # 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, RELATING TO GRANTS; APPROVING THE AGREEMENT (#H1465) BETWEEN THE CITY OF WEST MIAMI AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) THROUGH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR THE DEVELOPMENT TO THE WEST MIAMI STORMWATER MASTER PLAN; ACCEPTING THE GRANT AMOUNT OF ONE HUNDRED TWELVE THOUSAND AND FIVE HUNDRED DOLLARS ($112,500); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND OTHER PROJECT RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Administration*)

WHEREAS, the City was successful in securing One Hundred Twelve Thousand and Five-Hundred Dollars ($112,500) in funding through the Florida Division of Emergency Management (FDEM); and

WHEREAS, the City understands the importance of planning for future projects to help improve the water system and water main related elements for the community; and

WHEREAS, the development of a Stormwater Master Plan (SWMP) will help the Community Rating System (CRS) and may reduce flood insurance costs for residents; and

WHEREAS, the city has a cost share of Thirty-Seven Thousand and Five-Hundred Dollars ($37,500) to successfully complete this project; and

WHEREAS, the City desires to move forward with the acceptance of the award and enter into the agreement with the Florida Division of Emergency Management.

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of West Miami as follows:

THE ABOVE WHEREAS' ARE ADOPTED HEREIN AS PART OF THIS RESOLUTION.

Section 1: The City of West Miami hereby accepts the agreement between the City and Florida Division of Emergency Management (FDEM), hereby enclosed as Attachment A in the amount of One Hundred Twelve Thousand and Five-Hundred Dollars ($112,500).

Section 2: The Commission hereby authorizes the City Manager to sign the grant agreement and other project related documents.

Section 3: The Commission hereby approves the Thirty-Seven Thousand and Five-Hundred Dollars ($37,500) cost share.

Section 3: The resolution shall take effect immediately upon approval.

PASSED and **ADOPTED** this 12th day of August, 2026

APPROVED:

_____

ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____

ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL:

This Resolution was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON _____
VICE -MAYOR IVAN CHAVEZ, JR. _____
COMMISSIONER JUAN M. BLANES _____
COMMISSIONER GUSTOAVO J. CEBALLOS _____
COMMISSIONER VICTORIA DE LA TORREE GANS _____

RESOLUTION # 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, APPROVING THE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF WEST MIAMI AND THE CITY OF MIAMI BEACH FOR LAW ENFORCEMENT SERVICES; AUTHORIZING THE CITY MANAGER, CHIEF OF POLICE, AND CITY CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of West Miami and the City of Miami Beach desire to continue cooperating in matters involving law enforcement and public safety; and

WHEREAS, Sections 23.1225 through 23.127, Florida Statutes, known as the Florida Mutual Aid Act, authorize municipalities to enter into voluntary mutual aid agreements for the rendering of law enforcement assistance across jurisdictional boundaries; and

WHEREAS, the proposed Voluntary Cooperation and Operational Assistance Mutual Aid Agreement establishes procedures for requesting and providing routine law enforcement assistance, operational assistance during emergencies and major incidents, command responsibilities, liability, insurance, and other matters related to mutual aid; and

WHEREAS, the Agreement provides that it shall remain in effect through December 31, 2030, unless terminated earlier in accordance with its terms; and

WHEREAS, the Mayor and City Commission find that approving the Agreement is in the best interests of the health, safety, and welfare of the residents of the City of West Miami by enhancing the ability of the City's Police Department to respond to emergencies and other law enforcement needs through cooperative assistance with the City of Miami Beach.

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

SECTION 1. Recitals.

The foregoing recitals are true and correct and are incorporated herein by reference as if fully set forth herein.

SECTION 2. Authorization.

The Mayor and City Commission hereby approve the **Voluntary Cooperation and Operational Assistance Mutual Aid Agreement** between the City of West Miami and the City of Miami Beach, substantially in the form attached hereto as **Exhibit "A."**

SECTION 3. Implementation.

The City Manager, Chief of Police, City Clerk, and all appropriate City officials are authorized to take all actions necessary to implement the provisions of this Resolution and the Mutual Aid Agreement.

SECTION 4. Effective Date.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by _____, who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON _
VICE-MAYOR IVAN CHAVEZ, JR. _
COMMISSIONER JUAN M. BLANES _
COMMISSIONER GUSTAVO J. CEBALLOS _
COMMISSIONER VICTORIA DE LA TORRE GANS _

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF WEST MIAMI AND THE CITY OF MIAMI BEACH, FLORIDA

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this 29 day of July, 2026 ("Effective Date"), by and between the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation having its principal office at 1700 Convention Center Drive, Miami Beach, Florida 33139, and the CITY OF WEST MIAMI, FLORIDA, having its principal office at 901 SW 62 Avenue, West Miami, Florida, 33144 state as follows:

RECITALS

WHEREAS, it is the responsibility of the governments of the City of West Miami, Florida, and the City of Miami Beach, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of West Miami Police Department or the City of Miami Beach Police Department; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of West Miami and the City of Miami Beach; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

(2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the City of West Miami and the City of Miami Beach have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Sections 23.12-23.127 of the Florida Statutes, to enter into this Cooperation Agreement for law enforcement service which:

(1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225 of the Florida Statutes; and

(2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that the City of West Miami, Florida and the City of Miami Beach, Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigations as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. DUI Checkpoints.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or his/her designee.

2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW**. Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including but not limited to a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph, is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas, or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. Such

supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

SECTION V: CONFLICTS

Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

SECTION VI: HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION VII: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VIII: POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES

(a) Employees of the City of West Miami and the City of Miami Beach, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Cooperation Agreement, shall pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended) and this Cooperation Agreement, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

(b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth

above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

(c) A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

(d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

(e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

(f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

(g) Should the City of Miami Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of West Miami shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(h) Should the City of West Miami receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of Miami Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(i) The parties acknowledge that the City of Miami Beach and the City of West Miami are authorized to pursue property seized pursuant to the Florida Contraband Forfeiture Act. Each party shall have exclusive authority to initiate forfeiture proceedings originating in its respective jurisdiction under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. Each respective party, upon successfully prosecuting a forfeiture action, shall equitably share in those proceeds seized and forfeited, as acceptable to the Chief of Police of the City of Miami Beach and the Chief of Police of the City of West Miami.

SECTION IX: INSURANCE

Each party shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION X: EFFECTIVE DATE

This Cooperation Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until December 31, 2030. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION XI: CANCELLATION

Either party may cancel its participation in this Cooperation Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this ____ day of _____, 20--.

CITY OF MIAMI BEACH, FLORIDA	CITY OF WEST MIAMI, FLORIDA
_____	_____
WAYNE A. JONES CHIEF OF POLICE	PEDRO "PETE" DELGADO CHIEF OF POLICE
Date: _____	Date: _____
_____	_____
ERIC CARPTENTER CITY MANAGER	EDWARD SILVA CITY MANAGER
Date: _____	Date: _____
ATTEST:	**ATTEST:**
_____	_____
RAFAEL E. GRANADO, CITY CLERK	ANNERY GONZALEZ, CITY CLERK

RESOLUTION # 2026-

RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, ESTABLISHING A MONTHLY FARMERS MARKET, TO BE ORGANIZED AND COORDINATED BY MIAMI FRIENDORS, TO BE HELD ON THE SECOND SATURDAY OF EACH MONTH FROM SEPTEMBER THROUGH APRIL. *(Sponsored by Administration)*

WHEREAS, Miami Friendors successfully organized and coordinated previous Farmers Market events for the City by managing the event logistics, recuring and coordinating vendors, and providing family-friendly activities and entertainment, contributing to the overall success and positive reception of the events; and

WHEREAS the City of West Miami is committed to providing recreational, cultural, and community-oriented programs that enhance the quality of life for its residents; and

WHEREAS, the City has previously hosted Farmers Markets that were well attended and positively received by residents, visitors, and local vendors; and

WHEREAS, the City Commission recognizes that Farmers Markets promote community engagement, support local businesses and agricultural vendors, encourage healthy living, and provide residents with convenient access to fresh produce and locally made products; and

WHEREAS, the City Commission finds it to be in the best interest of the residents of the City of West Miami to establish the Farmers Markets on the second Saturday of each month beginning in September and continuing through April of each year, subject to cancellation or modification due to weather, public safety concerns, or other circumstances deemed necessary by the City Manager.

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

SECTION 1. That the forgoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission hereby establishes the City of West Miami Farmers Market to be held on the second Saturday of each month, beginning in September and continuing through April annually.

SECTION 3. The City Manager, is hereby authorized to implement this Resolution and to coordinate with Miami Friendors, or another qualified vendor, if necessary, for planning, organization, logistics, vendor recruitment, and operation of the Farmers Market, and to establish such administrative procedures as may be necessary to ensure the safe and successful operation of the event.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____day of August 2026.

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS A FORM AND LEGAL SUFFICIENCY:

_____
DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL:

This Resolution was offered by _____ who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON _
VICE-MAYOR IVAN CHAVEZ, JR. _
COMMISSIONER JUAN M. BLANES _
COMMISSIONER GUSTAVO J. CEBALLOS _
COMMISSIONER VICTORIA DE LA TORRE GANS _

RESOLUTION # 2026-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, ESTABLISHING "FOOD TRUCK FRIDAYS," TO BE ORGANIZED AND COORDINATED BY MIAMI FRIENDORS, TO BE HELD ON THE THIRD FRIDAY OF EACH MONTH FROM SEPTEMBER THROUGH APRIL. *(Sponsored by Administration)*

WHEREAS, Miami Friendors has successfully organized and coordinated community events for the City by managing event logistics, recruiting and coordinating vendors, and providing family-friendly activities and entertainment, contributing to the overall success and positive reception of such events; and

WHEREAS, the City of West Miami is committed to providing recreational, cultural, and community-oriented programs that enhance the quality of life for its residents; and

WHEREAS, the City Commission recognizes that community food truck events provide residents and visitors with an opportunity to enjoy a variety of local food vendors while fostering community engagement, supporting small businesses, and creating a vibrant gathering place for families and neighbors; and

WHEREAS, the City Commission finds it to be in the best interest of the residents of the City of West Miami to establish **Food Truck Fridays** on the **third Friday of each month**, beginning in **September and continuing through April** of each year, subject to cancellation or modification due to weather, public safety concerns, or other circumstances deemed necessary by the City Manager.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission hereby establishes Food Truck Fridays to be held on the third Friday of each month, beginning in September and continuing through April annually.

SECTION 3. The City Manager is hereby authorized to implement this Resolution and to coordinate with Miami Friendors, or another qualified vendor if necessary, for planning, organization, logistics, vendor recruitment, entertainment, and operation of Food Truck Fridays, and to establish such administrative procedures as may be necessary to ensure the safe and successful operation of the event.

SECTION 4. This Resolution shall become effective immediately upon adoption.

.

PASSED AND ADOPTED this ____day of August 2026.

APPROVED:

_____
ERIC DIAZ-PADRON, MAYOR

ATTEST:

_____
ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS A FORM AND LEGAL SUFFICIENCY:

_____
DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL:

This Resolution was offered by _____ who moved its adoption. The motion was seconded by _____. The vote was as follows:

MAYOR ERIC DIAZ-PADRON _
VICE-MAYOR IVAN CHAVEZ, JR. _
COMMISSIONER JUAN M. BLANES _
COMMISSIONER GUSTAVO J. CEBALLOS _
COMMISSIONER VICTORIA DE LA TORRE GANS _