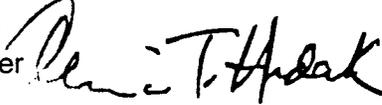


Date: April 4, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 5(F)

From: Alina T. Hudak
County Manager 

Resolution No. R-225-11

Subject: Resolution Relating to an Application by The Graham Companies for a Class IV Permit for After-The-Fact Approval to Impact 40.94 Acres of Wetlands for Agriculture; Specifically, Clearing and Filling of Land and the Excavation of a Pond in Support of Cattle Grazing Located East of NW 97th Avenue in the Vicinity of Theoretical NW 178th Street in Section 09, Township 52 South, and Range 40 East, Miami-Dade County, Florida

Attached, please find for your consideration an application by The Graham Companies for a Class IV Permit. Also attached is the recommendation of the Director of the Department of Environmental Resources Management and a proposed resolution approving the issuance of the Class IV permit.



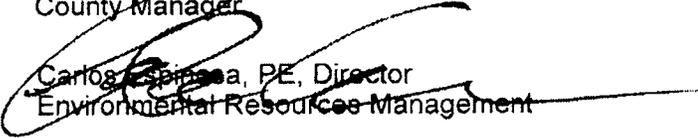
Assistant County Manager

Memorandum



Date: March 18, 2011

To: Alina T. Hudak
County Manager

From:  Carlos Espinosa, PE, Director
Environmental Resources Management

Subject: Resolution Relating to an Application by The Graham Companies for a Class IV Permit for After-The-Fact Approval to Impact 40.94 Acres of Wetlands for Agriculture; Specifically, Clearing and Filling of Land and the Excavation of a Pond in Support of Cattle Grazing Located East of NW 97th Avenue in the Vicinity of Theoretical NW 178th Street in Section 09, Township 52 South, and Range 40 East, Miami-Dade County, Florida

Recommendation

I have reviewed the attached application for a Class IV Permit by The Graham Companies. Based upon the applicable evaluation factors set forth in Section 24-48.3 of the Code of Miami-Dade County, I recommend that the Board of County Commissioners (Board) approve the issuance of a Class IV Permit for the reasons set forth below.

Scope

The subject property is located east of NW 97th Avenue, in the vicinity of theoretical NW 178th Street in Miami-Dade County, Florida, in Commission District 12.

Fiscal Impact/Funding Source

Not applicable.

Track Record/Monitor

Not applicable.

Background

The subject Class IV Permit application involves after-the-fact approval of 40.94 acres of impacts to freshwater wetlands for cattle grazing; specifically, the project consists of the clearing of 40.55 acres, the filling of 0.30 acres and the excavation of a 0.09 acre pond. The total wetland acreage impacted is 40.94 acres. The subject property is located east of NW 97th Avenue, in the vicinity of theoretical NW 178th Street in Section 09, Township 52S, and Range 40E in Miami-Dade, Florida. Chapter 24 of the Code of Miami-Dade County, which regulates the permitting of environmental resources, requires Board approval for the issuance of Class IV permits to impact more than 15 acres of wetlands within the Urban Development Boundary (UDB). The proposed project site is within the UDB and surrounded by undeveloped wetlands. However, a residential, developed area is located approximately one-half mile to the east.

The wetlands impacted within the project site are historically characterized as a native wetland prairie with varying densities of invasive exotic plants such as *Melaleuca* and *Schinus terebinthifolius* (Brazilian Pepper). Compensatory mitigation for the ecological impacts related to the loss of wetland functions will be accomplished by purchasing 4.76 freshwater herbaceous mitigation credits in the Everglades Mitigation Bank, owned and managed by Florida Power & Light Company. The wetland restoration and enhancement projects conducted within the Everglades Mitigation Bank have enhanced property in the South Dade Wetland Basin by removing exotic vegetation, replanting with native species, restoring filled areas to natural grade elevations, and implementing a fire management program.

The proposed project meets all relevant Miami-Dade County Class IV permit criteria and is consistent with all other Miami-Dade County wetland protection provisions. Please find attached a Project Report from the Department of Environmental Resources Management (DERM) Wetland Resources Section which sets forth in more detail the reasons this project is recommended for approval by DERM pursuant to the applicable evaluation factors set forth in Section 24-48.3 of the Code of Miami-Dade County, Florida. The conditions, limitations, and restrictions set forth in the Project Report attached hereto are incorporated herein by reference hereto.

Attachments

- Attachment A: Class IV Permit Application
Site Plans
- Attachment B: Applicants/Agents Letter
Engineer's Certification Letter
- Attachment C: Zoning Approval Letter
DERM Water Control's Cut & Fill Approval
Mitigation Acceptance Letter
- Attachment D: Adjacent Property Owners List
- Attachment E: Project Report



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: April 4, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 5(F)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(F)
4-4-11

RESOLUTION NO. R-225-11

RESOLUTION RELATING TO AN APPLICATION BY THE GRAHAM COMPANIES FOR A CLASS IV PERMIT FOR AFTER-THE-FACT APPROVAL TO IMPACT 40.94 ACRES OF WETLANDS FOR AGRICULTURE; SPECIFICALLY, CLEARING AND FILLING OF LAND AND THE EXCAVATION OF A POND IN SUPPORT OF CATTLE GRAZING LOCATED EAST OF NW 97TH AVENUE IN THE VICINITY OF THEORETICAL NW 178TH STREET IN SECTION 09, TOWNSHIP 52 SOUTH, AND RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board having considered all the applicable factors contained within Section 24-48.3 of the Code of Miami-Dade County, hereby approves the application by The Graham Companies for a Class IV permit for after-the-fact approval to impact 40.94 acres of wetlands for agriculture, specifically, clearing and filling of land and the excavation of a pond in support of cattle grazing, within the project site located east of NW 97th Avenue, in the vicinity of theoretical NW 178th Street in Section 09, Township 52S, and Range 40E in Miami-Dade County, subject to the conditions set forth in the memorandum from the Director of the Miami-Dade County Department of Environmental Resources Management, a copy of which is attached hereto and made a part hereof. The issuance of this approval does not relieve the applicant from obtaining all applicable Federal, State, and local permits.

5

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz** who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	aye	
	Audrey M. Edmonson, Vice Chairwoman	aye	
Bruno A. Barreiro	aye	Lynda Bell	aye
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of April, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell

NOTICE OF PUBLIC HEARING ON AN APPLICATION BY THE GRAHAM COMPANIES FOR A CLASS IV PERMIT FOR AFTER-THE-FACT APPROVAL TO IMPACT 40.94 ACRES OF WETLANDS FOR AGRICULTURE; SPECIFICALLY, CLEARING AND FILLING OF LAND AND THE EXCAVATION OF A POND IN SUPPORT OF CATTLE GRAZING LOCATED EAST OF NW 97TH AVENUE IN THE VICINITY OF THEORETICAL NW 178TH STREET IN SECTION 09, TOWNSHIP 52 SOUTH, AND RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN pursuant to Article IV, Division 1 of Chapter 24 of the Code of Miami-Dade County that the Board of County Commissioners of Miami-Dade County will hold and conduct a Public Hearing on a request by The Graham Companies, for a Class IV wetland permit for after-the-fact approval to impact approximately 40.94 acres of wetlands for agricultural purposes. Such Public Hearing will be held on the 4th day of April 2011 at the County Commission Chambers on the 2nd Floor of the Stephen P. Clark Center at 111 NW 1st Street in Miami, Florida.

Plans and details concerning the work requested in the application may be reviewed by interested persons at the office of the Miami-Dade County Department of Environmental Resources Management, 701 NW 1st Court, Suite 400, Miami, Florida 33136.

Oral statements will be heard and appropriate records made. For accuracy of records, all important facts and arguments should be prepared in writing in triplicate, with two copies being submitted to the Deputy Clerk of the County Commission at the hearing or mailed to her beforehand (Diane Collins, Deputy Clerk), 111 NW 1st Street, Stephen P. Clark Center, Suite 17-202, Miami, Florida 33128; and with one copy being submitted beforehand to the Miami-Dade County Department of Environmental Resources Management, 701 NW 1st Court, Suite 400, Miami, Florida, 33136.

A person who decides to appeal any decision made by any Board, Agency, or Commission with respect to any matter considered at its meeting or hearing, will need a record of proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

BY: _____
Diane Collins, Deputy Clerk

7

Attachment A
Class IV Permit Application Form
Site Plans

Class IV Permit Application

RECEIVED
SEP 10 2010



DERM Wetlands Resources Section
Natural Resources Regulation & Restoration

FOR DEPARTMENTAL USE ONLY		Updated 09/09
Date Received:	Application Number:	Application Fee:

Application must be filled out in its entirety. Please indicate N/A for non-applicable fields.

<p>1. Applicant Information: The Graham Companies Name: <u>Stuart S. Wyllie, Pres.</u> Address: <u>6843 Main Street</u> <u>Miami Lakes, FL</u> Zip Code: <u>33014</u> Phone #: <u>305-817-4000</u> Fax#: <u>305-817-4196</u> Email: <u>stu.wyllie@grahamcos.com</u></p> <p><small>* This should be the applicant's information for contact purposes.</small></p>	<p>2. Applicant's Authorized Permit Agent: Agent is allowed to process the application, furnish supplemental information relating to the application and bind the applicant to all requirements of the application. Name: <u>Carl L. Skiles, PE</u> <u>Portin, Leavy, Skiles, Inc.</u> Address: <u>180 NE 168 Street</u> <u>N. Mia. Bch, FL</u> Zip Code: <u>33162</u> Phone # <u>305-653-4493</u> Fax #: <u>305-651-7152</u> Email: <u>clskiles@aol.com</u></p>
---	--

3. Location where proposed activity exists or will occur (latitude and longitude are only necessary for properties without address or folio #):
 Folio #(s): see attached list Latitude: 25°56'07.795" Longitude: -80°21'21.85"
 Street Address: near NW 170 St & NW 97 Ave Section: 9 Township: 52 S Range: 40 E
 In City or Town: unincorporated Near City or Town: _____

4. Describe the proposed activity (check all that apply):

<input checked="" type="checkbox"/> Agriculture	<input checked="" type="checkbox"/> Excavation/Dredging (See Box 6)	<input checked="" type="checkbox"/> Filling
<input type="checkbox"/> Row Crops	<input type="checkbox"/> Lake Excavation	<input type="checkbox"/> Limerock
<input type="checkbox"/> Fruit Grove	<input type="checkbox"/> Drainage Features	<input checked="" type="checkbox"/> Soil/Muck
<input type="checkbox"/> Field Nursery - At Grade	<input type="checkbox"/> Rock Mining	<input type="checkbox"/> Sand
<input type="checkbox"/> Field Nursery - Row and Furrow		<input type="checkbox"/> Marl
<input type="checkbox"/> Container Nursery		<input type="checkbox"/> Clay
<input type="checkbox"/> Shade House Nursery		<input type="checkbox"/> Stone
<input type="checkbox"/> Drainage Features		<input type="checkbox"/> Concrete Rubble
<input checked="" type="checkbox"/> Other: <u>cattle grazing</u>		
<input checked="" type="checkbox"/> Other: <u>clearing for cattle grazing</u>		

Total Property size: 42.84 acres Wetland acreage proposed to be impacted: 40.94 acres

Are you seeking an after-the-fact approval for any portion of the work (ATF)? Yes No

5. Proposed use (check all that apply):

<input type="checkbox"/> Single Family	<input type="checkbox"/> Commercial
<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Industrial
<input type="checkbox"/> Private	<input type="checkbox"/> Utility
<input type="checkbox"/> Public	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Agricultural	

6. If the proposed work relates to Excavation/Dredging as indicated in Box 4 above, provide the following information:

Proposed acreage of excavation: 0.09 Acres cattle water pond

Proposed depth of excavation: 4.5 feet below ground surface

Proposed acreage of backfill area: 0.30 acres (if applicable) fill from pond excav.

7. List all permits or certifications that have been applied for or obtained for the above referenced work:

Issuing Agency	Type of Approval	Identification Number	Application Date	Approval Date

9

8. Contractor Information (If known):

Name: N/A (all work is existing) License # (County/State): _____

Address: _____ Zip Code: _____

Phone #: _____ Fax #: _____ E-mail: _____

9. **IMPORTANT NOTICE TO APPLICANTS:** The written consent of the property owner is required for all applications to be considered complete. Your application WILL NOT BE PROCESSED unless the Applicant and Owner Consent portion of the application is completed below. You have the obligation to apprise the Department of any changes to information provided in this application.

Application is hereby made for a Miami-Dade County Class IV permit to authorize the activities described herein. I agree to or affirm the following:

- I possess the authority to authorize the proposed activities at the subject property, and
- I am familiar with the information, data and plans contained in this application, and
- To the best of my knowledge and belief, the information, data and plans submitted are true, complete and accurate, and
- I will provide any additional information, evidence or data necessary to provide reasonable assurance that the proposed project will comply with the applicable State and County water quality standards both during construction and after the project is completed, and
- I am authorizing the permit agent listed in Section 2 of this application to process the application, furnish supplemental information relating to this application, and bind the applicant to all requirements of this application, and
- I agree to provide access and allow entry to the project site to inspectors and authorized representatives of Miami-Dade County for the purpose of making the preliminary analyses of the site and to monitor permitted activities and adherence to all permit conditions.

A. **IF APPLICANT IS AN INDIVIDUAL**

Signature of Applicant	Print Applicant's Name	Date
------------------------	------------------------	------

B. **IF APPLICANT IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON**

(Examples: Corporation, Partnership, Trust, LLC, LLP, etc.)

<u>The Graham Companies</u>	<u>Corp.</u>	<u>FL</u>
Print Name of Applicant (Enter the complete name as registered)	Type (Corp, LLC, LLP, etc.)	State of Registration/Incorporation

Under the penalty of perjury, I certify that I have the authority to sign this application on behalf of the Applicant, to bind the Applicant, and if so required to authorize the issuance of a bond on behalf of the Applicant. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages.*****

	✓ <u>Stuart S. Wyllie,</u>	<u>Pres.</u>	<u>9/7/10</u> ✓
Signature of Authorized Representative	Print Authorized Representative's Name	Title	Date

C. **IF APPLICANT IS A JOINT VENTURE** Each party must sign below (If more than two members, list on attached page)

Print Name of Applicant (Enter the complete name as registered)	Type (Corp, LLC, LLP, etc.)	State of Registration/Incorporation
---	-----------------------------	-------------------------------------

Print Name of Applicant (Enter the complete name as registered)	Type (Corp, LLC, LLP, etc.)	State of Registration/Incorporation
---	-----------------------------	-------------------------------------

Under the penalty of perjury, I certify that I have the authority to sign this application on behalf of the Applicant, to bind the Applicant, and if so required to authorize the issuance of a bond on behalf of the Applicant. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages.*****

Signature of Authorized Representative	Print Authorized Representative's Name	Title	Date
--	--	-------	------

Signature of Authorized Representative	Print Authorized Representative's Name	Title	Date
--	--	-------	------

10. WRITTEN CONSENT OF THE PROPERTY OWNER FOR THE PROPOSED WORK LOCATION

I/We are the fee simple owner(s) of the real property located at _____ Miami-Dade County, Florida, otherwise identified in the public records of Miami-Dade County as Folio No. _____. I am aware and familiar with the contents of this application for a Miami-Dade County Class IV Permit to perform the work on the subject property, as described in Section 4 of this application. I hereby consent to the work identified in this Class IV Permit application.

A. IF THE OWNER IS AN INDIVIDUAL

Signature of Owner _____ Print Owner's Name _____ Date _____

Signature of Owner _____ Print Owner's Name _____ Date _____

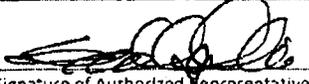
B. IF THE OWNER IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON

(Examples: Corporation, Partnership, Joint Venture, Trust, LLC, LLP, etc.)

The Graham Companies Corp. FL
Print Name of Applicant (Enter the complete name as registered) Type (Corp, LLC, LLP, etc.) State of Registration/Incorporation

6843 Main Street, Miami Lakes, FL 33014
Address of Owner

Under the penalty of perjury, I certify that I have the authority to sign this application on behalf of the Owner, to bind the Owner, and if so required to authorize the issuance of a bond on behalf of the Owner. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach additional signature pages.*****

 ✓ Stuart W. Wyllie Pres. 9/7/10 ✓
Signature of Authorized Representative Print Authorized Representative's Name Title Date

Signature of Authorized Representative _____ Print Authorized Representative's Name _____ Title _____ Date _____

Please Review Above

Appropriate signature(s) must be included in:

Box 9: either A, B or C

AND

Box 10: either A or B



ents from Miami
aking preliminary
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Attachment to:

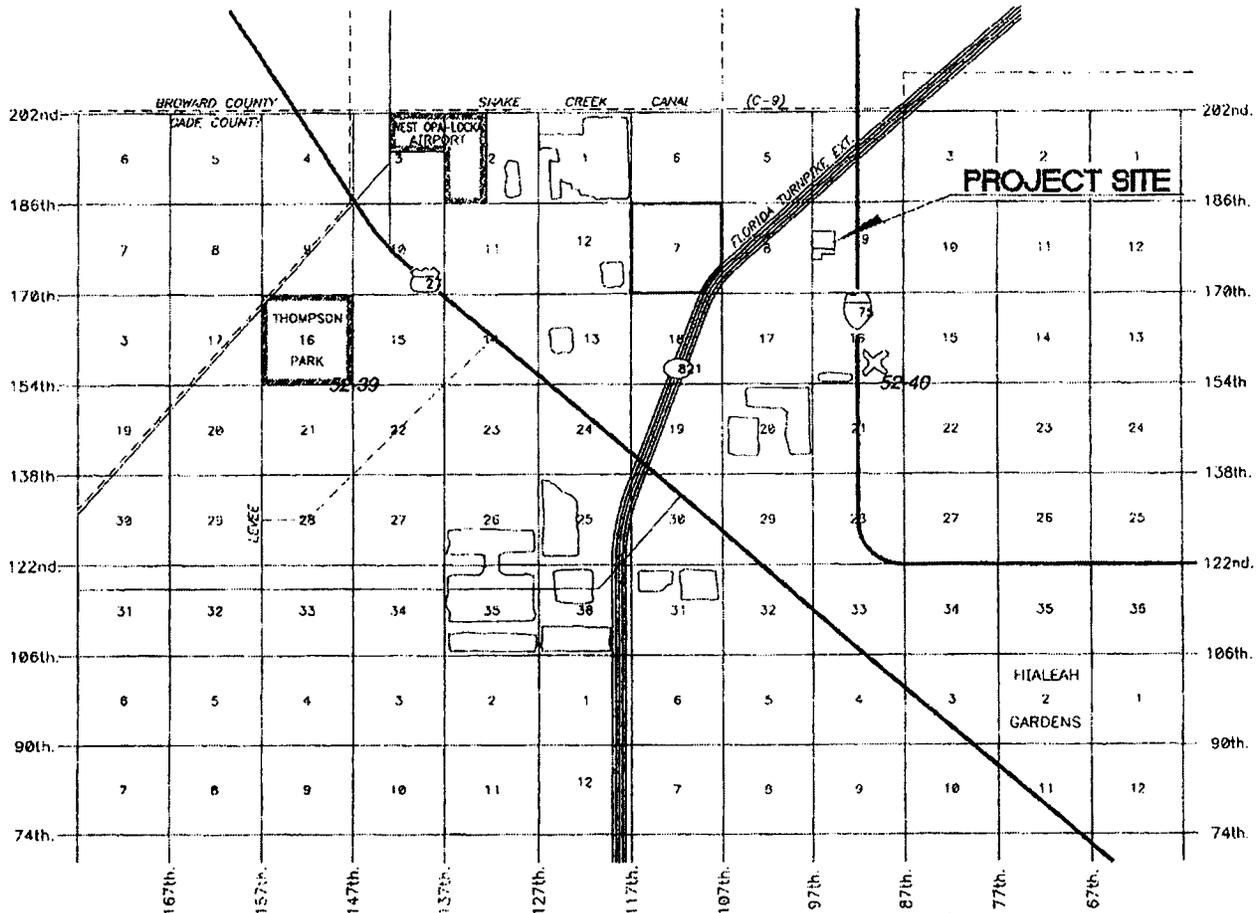
Class IV Permit Application for "After the Fact" Permit
The Graham Companies, Agricultural Clearing
Section 9-52-40

Folio Numbers:

30-2009-001-0470 ✓
30-2009-001-0480 ✓
30-2009-001-0253 ✓
30-2009-001-0254 ✓
30-2009-001-0251 ✓
30-2009-001-0252 ✓
30-2009-001-0250 ✓
30-2009-001-0242 ✓
30-2009-001-0241 ✓
30-2009-001-0265
30-2009-001-0260
30-2009-001-0270

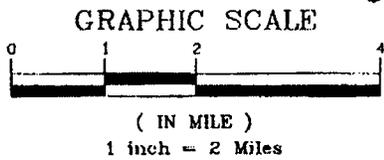
LEGAL DESCRIPTION:

TRACTS 25, 26, 27, THE WEST 549.12 FEET OF TRACT 47 AND TRACT 48, OF THE PLAT OF FLORIDA FRUIT LANDS, PLAT BOOK 2, PAGE 17, MIAMI-DADE COUNTY RECORDS, LESS RIGHT OF WAYS OF RECORD, CONTAINING 42.84 ACRES, MORE OR LESS.



LOCATION SKETCH

SECT. 9, TWP. 52s., RNG. 40e.
SCALE: 1"=2 MILES



N

WETLANDS RESOURCES SECTION
PRELIMINARY APPROVAL

NAME MM
DATE 11/28/2010

Project: *Agricultural - Cattle Grazing Site*
Tracts 25, 26, 27, West 549.12' of 47 & 48
Water Body: Section 9, Township 52 South, Range 40 East
Miami-Dade County, Florida

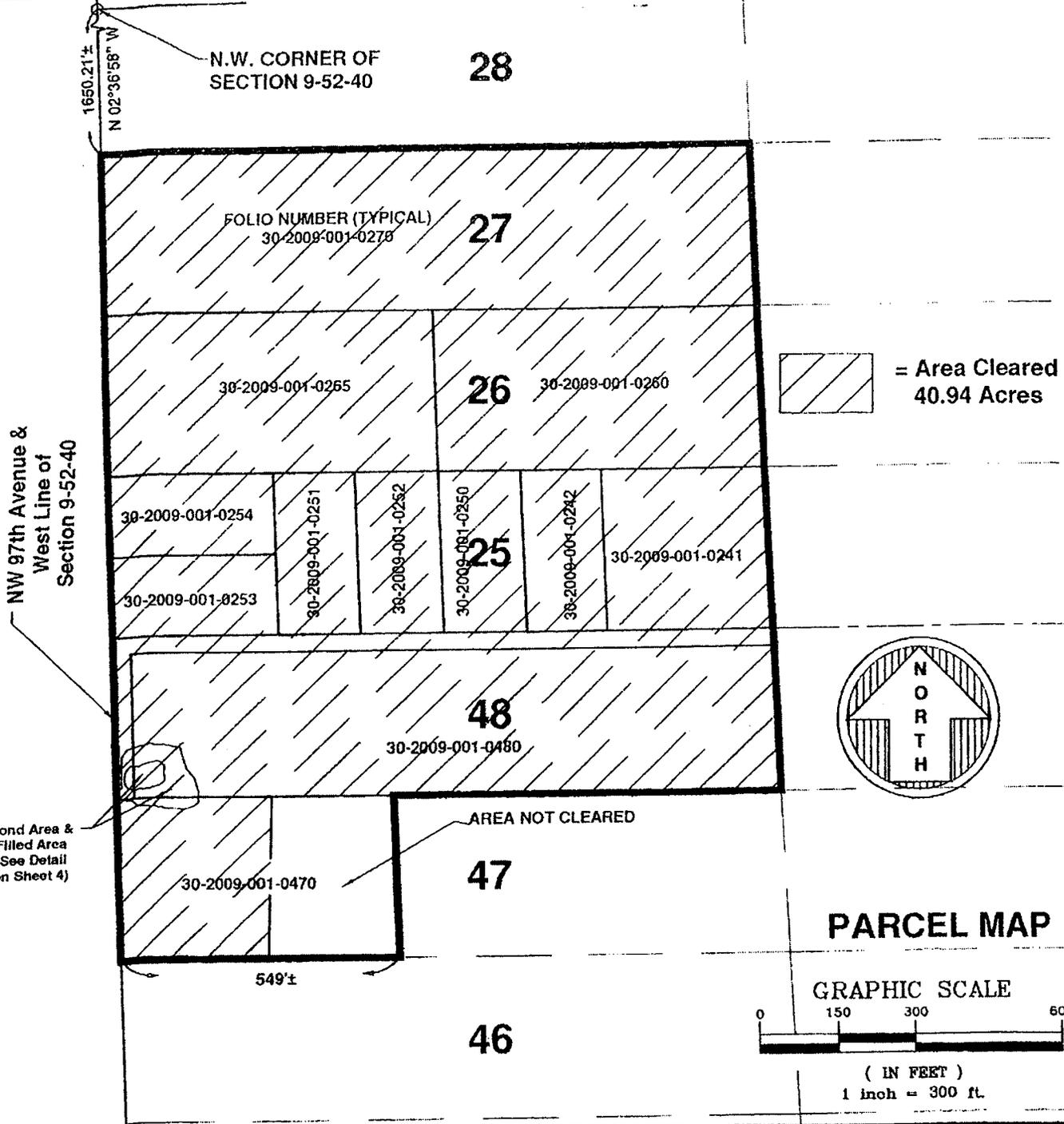
FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

CARL L. SKILES P.E.,
FLA. REG. #13617

Carl Skiles 4/9/08

Applicant: **The Graham Companies**
Miami-Dade County, Florida

Drawn By	REP	Date	August 28, 2007
Cad. No.	071381	Scale	As Shown
Ref. Dwg.	-	Job. No.	077021
Plotted:	1/3/08 5:13p	Dwg. No.	1007-132
		Sheet	1 of 4



Project: *Agricultural - Cattle Grazing Site*
Tracts 25, 26, 27, West 549.12' of 47 & 48

Water Body: Section 8, Township 52 South, Range 40 East
 Miami-Dade County, Florida

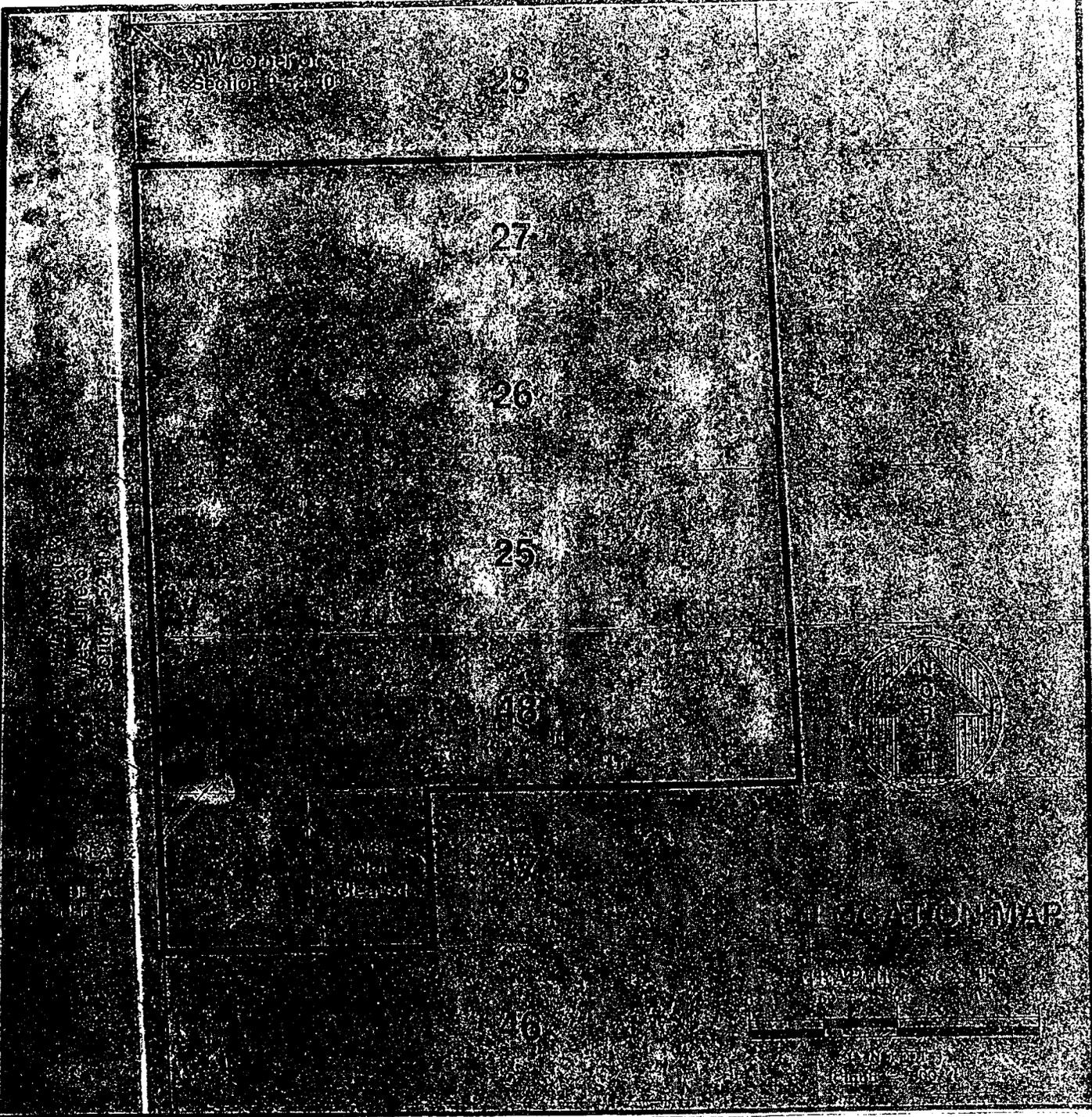
FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

CARL L. SKILES P.E.,
 FLA. REG. #13617

Carl Skiles 8/9/08

Applicant: The Graham Companies
 Miami-Dade County, Florida

Drawn By REP	Date August 28, 2007
Cad. No. 071381	Scale 1" = 300'
Ref. Dwg. -	Job. No. 077021
Plotted: 1/3/08 5:13p	Dwg. No. 1007-132
	Sheet 2 of 4



Project: Agricultural - Cattle Grazing Site
 Tracts 25, 26, 27, West 549.12' of 47 & 48

Water Body: Section 9, Township 52 South, Range 40 East
 Miami-Dade County, Florida

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fs@flsurvey.com

CARL L. SKILES P.E.,
 FLA. REG. #13617

Applicant: The Graham Companies
 Miami-Dade County, Florida

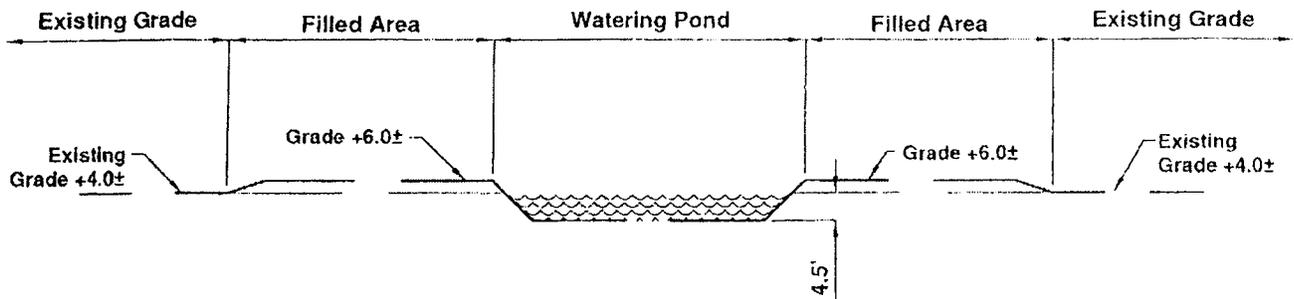
Drawn By: REP
Date: August 28, 2007

Cad. No.: 071381
Scale: 1" = 500'

Ref. Dwg.: -
Job. No.: 077021

Dwg. No.: 1007-152
Sheet: 3 of 4

Plotted: 7/3/06 3:13p



SECTION "A-A"
Scale: 1" - 30'

Project: Agricultural - Cattle Watering Pond
Tracts 25, 26, 27, West 549.12' of 47 & 48
Water Body: Section 9, Township 52 South, Range 40 East
 Miami-Dade County, Florida

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida, 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

CARL L. SKILES P.E.,
 FLA. REG. #13617

Carl Skiles 4/9/08

Applicant: The Graham Companies
 Miami-Dade County, Florida

Drawn By REP	Date August 28, 2007
Cad. No. 071381	Scale 1" = 50'
Ref. Dwg. -	Job. No. 077021
Plotted: 1/3/08 5:13p	Dwg. No. 1007-132
	Sheet 4 of 4

14

Attachment B

Applicants/Agents Letter
Engineer's Certification Letter



THE GRAHAM COMPANIES

6843 Main Street • Miami Lakes®, Florida 33014-2048 • 305/821-1130 • 305/557-0313(FAX)

Stuart S. Wyllie
President
Chief Executive Officer

September 1, 2010

Miami-Dade County DERM
Wetland Resources Section
701 N.W. 1st Court
Miami, FL 33136

**Re: Class IV Standard Form Permit Application Number FW06-149
Requesting After-the fact authorization for the excavation and filling
of 0.39 acres, and clearing of 40.55 acres (40.94 total) of wetlands for
cattle grazing in Section 9, Township 52 South, Range 40 East.**

Gentlemen:

By the attached Class IV Standard form permit application with supporting documents, I, Stuart Wyllie am the permit applicant and hereby request permission to perform the following: Class IV Standard Form Permit Application Number FW06-149, Requesting After-the fact authorization for the excavation and filling of 0.39 acres, and clearing of 40.55 acres (40.94 total) of wetlands for cattle grazing in Section 9, Township 52 South, Range 40 East. I understand that a Miami-Dade County Class IV Standard Form Permit is required to perform this work.

If approval is granted for the proposed work by the Board of County Commissioners, complete and detailed plans and calculations of the proposed work shall be prepared by an engineer registered/licensed in the State of Florida in accordance with the minimum requirements of Chapter 24 of the Code of Miami-Dade County, Florida. Said plans and calculations shall be subject to the review and approval of the Department of Environmental Resources Management. The permit applicant will secure the services of an engineer registered/licensed in the State of Florida to conduct inspections throughout the construction period, and said engineer shall prepare all required drawings of record.

Respectfully submitted,

By: THE GRAHAM COMPANIES


Stuart Wyllie, President, Permit Applicant

RECEIVED

SEP 10 2010

DERM Wetlands Resources Section
Natural Resources Regulation & Restoration
Division (NRRRD)

20077021 PermitApplicantStatement 090110 sk

A Family Tradition of Service
Since 1932

18

Fortin, Leavy, Skiles, Inc.

Consulting Engineers, Surveyors & Mappers

180 Northeast 168th Street
North Miami Beach, Florida 33162-3412
Phone 305-653-4493
Fax 305-651-7152

Carl L. Skiles, PE President

Daniel C. Fortin, PSM Vice President

James W. Leavy, PSM Treasurer

Richard L. Leavy, PSM Secretary
September 27, 2007

ENGINEER LETTER OF CERTIFICATION

Miami-Dade County DERM
Wetland Resources Section
701 N.W. 1 Court, Suite 400
Miami, FL 33136

RE: Class IV Standard Form Permit Application Number FW 06-149, Requesting after-the-fact authorization for the excavation and filling of 0.39 acres, and clearing of 40.55 acres (40.94 acres total) of wetlands for cattle grazing in Section 9, Township 52S, Range 40E

Ladies and Gentlemen:

This letter will certify that I am engineer registered/licensed in the State of Florida, qualified by education and experience in the area of construction, and that to the best of my knowledge and belief, the proposed work does not violate any laws of the State of Florida or any provision of the Code of Miami Dade County which may be applicable, that diligence and recognized standard practices of the engineering profession have been exercised in the engineer's design process for the proposed work, and in my opinion based upon my knowledge and belief, the following will not occur:

- a. Harmful obstruction or undesirable alteration of the natural flow of the water within the area of the proposed work.
- b. Harmful or increased erosion, shoaling of channels or stagnant areas of water. (Not applicable to class IV permits)
- c. Material injury to adjacent property.
- d. Adverse environmental impacts from changes in water quality or quantity. (Applicable to class IV permits only)

Further, I have been retained by the applicant to provide inspections throughout the construction period and prepare a set of reproducible record prints of drawings showing changes made during the construction process based upon the marked-up prints, drawings, and other data furnished by the contractor to me.

Sincerely,
FORTIN, LEAVY, SKILES, INC.



Carl L. Skiles, P.E.
Fla. Reg. # 13617

Attachment C

Zoning Approval Letter
DERM Water Control's Cut & Fill Approval
Mitigation Acceptance Letter

Memorandum



Date: April 27, 2010

To: Kathryn Skindzier, Biologist II
Wetlands Resources Section, DERM

From: ^{Dkt} Marc C LaFerrier, Director for Zoning
Department of Planning and Zoning

Subject: Class IV Permit FW 06-149
The Graham Corp.

RECEIVED

MAY 06 2010

DERM Wetlands Resources Section
Natural Resources Regulation & Restoration
Division (NRRRD)

The proposed usage of the property upon which the proposed work would occur does not violate any zoning law applicable to the area of the proposed work. The property is zoned IU-C (Controlled Industrial District) and permits cattle grazing as a legally non-conforming use on the site.

If you have any questions regarding this matter, please contact me at extension 2840.

MCL/dah

Memorandum



Date: December 28, 2010

To: Martha Garcia, Biologist II
Wetlands Resources Section

From: Rogelio Mata, Engineer II
Water Control Section *RM*

Subject: Class IV Application FW 06-149
The Graham Companies
Folio no. 30-2009-001-0241
Section 09-52-40

The Water Control Section has reviewed the site plan for the subject project and determined that based on the information submitted the filled area amounts to 26,136 cubic feet and less than the Western C-9 basin criteria of 33,977 cubic feet. Therefore the project meets the fill encroachment requirements for the Western C-9 basin and the Water Control Section offers no objection to the issuance of the above referenced Class IV permit.

Approval is granted for fill encroachment in agricultural land use only. Change in land use will require new approval and permit by DERM and, the South Florida Water Management District (SFWMD). This property may require an Environmental Resource Permit from SFWMD.



EVERGLADES
MITIGATION BANK

August 7, 2009

Via Certified Mail

The Graham Companies
Stuart Wyllie
6843 Main Street
Miami Lakes, FL 33014

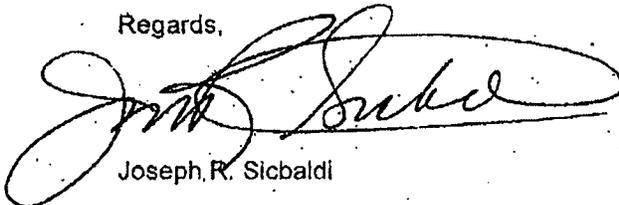
RE: Everglades Mitigation Bank Purchase and Sale Agreement by and between Florida Power & Light Company and The Graham Companies, Inc., a Florida corporation, dated July 27, 2009.

Enclosed herein is one (1) fully executed Purchase and Sale Agreement reflecting the purchase of 4.76 Freshwater Herbaceous mitigation credits at a cost of \$285,600.00 from the Everglades Mitigation Bank based upon anticipated permit requirements from the Miami-Dade County Department of Environmental Resources Management (DERM).

Please provide me with a copy of the DERM permit once it has been issued. Following receipt of the permits and payment of the balance of the purchase price, FPL will submit the request for withdrawal of the credits from the appropriate Agency ledger(s). Once confirmation of Agency withdrawal is received a set of closing documents will be provided evidencing that special conditions of the permits have been met to offset the proposed unavoidable wetland impact.

The Everglades Mitigation Bank appreciates your business. Should you have any questions regarding the enclosed Agreement or need additional information regarding the purchase of mitigation credits, please contact me at (561) 694-6388.

Regards,



Joseph R. Sicbaldi

Enclosure (2):
Everglades Mitigation Bank Purchase and Sale Agreement
Everglades Mitigation Bank Credit Reservation



EVERGLADES MITIGATION BANK
MITIGATION CREDIT PURCHASE AND SALE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AND SALE AGREEMENT ("Agreement") is made on this 27th day of JULY, 2009, by and between Florida Power & Light Company, a Florida corporation ("FPL") and The Graham Companies, Inc., a Florida corporation ("Purchaser").

WITNESSETH

WHEREAS, FPL has obtained authorization to construct and maintain the Everglades Mitigation Bank, located in Miami-Dade County, Florida ("Mitigation Bank"); and

WHEREAS, FPL has obtained Mitigation Bank Permit Nos. 132622449, 132637449 and 0193232-001 from the Florida Department of Environmental Protection ("FDEP"), pursuant to Chapter 62-342, Florida Administrative Code ("FDEP Permits"); Permit Nos. 199500155 (IP-GS) and SAJ-1995-155 (IP-TKW) from the U.S. Army Corps of Engineers ("ACOE") pursuant to the Clean Water Act Section 404, 33 U.S.C. § 1344 ("ACOE Permit"); and Permit No. CC96-303/FW95-035 from the Miami-Dade County Department of Environmental Resources Management ("DERM Permit") to construct, operate, manage, and maintain the Mitigation Bank, and to transfer credits from the Mitigation Bank ("Mitigation Credits") to satisfy the mitigation requirements of third parties; and

WHEREAS, for the benefit of the Purchaser, Purchaser is in the process of obtaining the following permits (collectively "Purchaser's Permit") from the following agencies to impact wetlands under that agency's regulatory jurisdiction which requires the Purchaser to provide mitigation: (a) Permit No. FW06-149 from the Miami-Dade County Department of Environmental Management (DERM). DERM shall be referred to as "Agency"; and

WHEREAS, the Purchaser is in the process of obtaining Agency approval or the Agency has approved the use of Mitigation Credits from the Mitigation Bank to fulfill the mitigation requirements of Purchaser's Permits;

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase Price.**

FPL hereby agrees to allocate to Purchaser up to a maximum of 4.72 Freshwater Herbaceous Mitigation Credits in the Mitigation Bank to partially or totally fulfill the mitigation requirements of the Purchaser's Permit in consideration of a total sum of Two Hundred Eighty Three Thousand Two Hundred Dollars (\$283,200.00) ("Purchase Price"), payable in U.S. dollars in cash or immediately available funds, subject to the terms herein. A deposit in the amount of Twenty Eight Thousand Three Hundred Twenty Dollars (\$28,320.00) shall be paid by the Purchaser upon the execution of this Agreement, to be held by FPL pending closing in

accordance with Paragraph 5 herein, which deposit shall be nonrefundable except as expressly provided herein, and which credit shall be credited against the Purchase Price at closing. If Agency determines that Purchaser needs less than 4.72 Mitigation Credit, Purchaser shall notify FPL of the number of Mitigation Credits that Purchaser requires, and the parties shall reduce the Purchase Price based on a price of \$60,000.00 per Mitigation Credit.

2. FPL's Obligations under this Agreement.

a. FPL shall cooperate with the Purchaser and with Agency and other applicable regulatory agencies to facilitate and expedite the transfer of the Mitigation Credits to the Purchaser to fulfill the mitigation requirements of Purchaser's Permit.

b. Upon payment of the full Purchase Price due hereunder, FPL shall assume the responsibility for fulfilling the mitigation requirements of Purchaser's Permit. This responsibility will be met by FPL's compliance with the terms and conditions of its FDEP Mitigation Bank Permits, ACOE Permit, and DERM Permit. Except as provided in Paragraph 3 below, FPL bears no responsibility or obligation relating to Purchaser's efforts to secure all necessary construction permits.

3. Credit Purchase Conditioned on Agency Approval of Use of Mitigation Credits as Mitigation.

Purchase of the Mitigation Credits under this Agreement is conditioned on the Purchaser obtaining the approval of the Agency for the use of the Mitigation Credits to fulfill the mitigation requirements of Purchaser's Permit. If the Purchaser fails to provide FPL with a copy of the Purchaser's Permit within fifteen (15) days of receiving it from the Agency or if Purchaser fails to obtain Purchaser's Permit from the Agency within 180 days from the date of this Agreement, then FPL shall retain the deposits and this Agreement shall terminate with no further obligation of either party to the other. If Purchaser's inability to provide FPL with a copy of Purchaser's Permit is due to the Agency's denial of Purchaser's Permit, then Purchaser shall be entitled to receive a refund of any deposit paid. A "denial" shall be deemed to occur in the event the Agency's governing body with the authority to approve or deny the Purchaser's Permit has taken final agency action.

4. Withdrawal of Credits.

Upon Purchaser providing to FPL the Purchaser's Permit and Purchaser's Payment of the full Purchase Price, FPL shall submit a Mitigation Credit withdrawal request to the FDEP and/or ACOE as appropriate pursuant to the Mitigation Credit withdrawal process established in the FDEP and ACOE Mitigation Bank Permits.

After obtaining approval of the Mitigation Credit withdrawal as provided in the FDEP Mitigation Bank Permits and/or ACOE Mitigation Banking Instrument, FPL, at closing, shall provide to the Purchaser a Certificate to evidence the transfer of the Mitigation Credits from FPL to the Purchaser ("Mitigation Credit Certificate").

5. Transfer of Credits to Purchaser.

The closing of the sale of the Mitigation Bank Credits to the Purchaser will take place within fifteen (15) days of FPL's receipt of approval of the Mitigation Credit withdrawal from the FDEP and/or ACOE ledger, unless extended by other provisions of this Agreement. The closing shall be held at the offices of Florida Power & Light Company, 700 Universe Boulevard, Juno Beach, Florida 33408, or at a mutually agreed upon location. At the closing of the sale, Purchaser shall deliver to FPL the one payment due, and FPL shall deliver to Purchaser a Mitigation Credit Certificate.

6. Acceptance of Purchase Agreement

Purchaser shall execute and return this Agreement to FPL within thirty (30) days of receipt. If Purchaser fails to execute and return this Agreement to FPL within thirty (30) days, then FPL may withdraw its offer to enter into a Purchase Agreement with Purchaser.

7. Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8. Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

9. Notices.

All notices required or remitted by the Agreement shall be in writing and shall be sent by Certified or Registered Mail, by national overnight courier service, or hand-delivered to the address below. Notices shall be deemed delivered and given when mailed, if mailed; or upon receipt, if delivered by hand or by courier.

Notices to FPL shall be sent to:

Florida Power & Light Company
700 Universe Blvd., CRE/JB
Juno Beach, FL 33408
Attn: Joseph Sicbaldi

Notices to Purchaser shall be sent to:

The Graham Companies
Stuart Wyllie -- President and CEO
6843 Main Street
Miami Lakes FL 33014

10. No Third Party Beneficiaries.

This Agreement does not confer any benefits to persons or entities whom are not either (a) parties to this Agreement, or (b) successors and permitted assigns of the parties to this Agreement.

11. Remedies.

Purchaser's failure to pay any deposits required, the full Purchase Price due under this Agreement and provide the Purchaser's Permit within the time periods required herein shall constitute the Purchaser's default of this Agreement. In the event of Purchaser's default hereunder, FPL shall be entitled to terminate the Agreement and retain the Purchaser's deposits and all Mitigation Credits reserved or withdrawn on Purchaser's behalf. If FPL defaults hereunder, Purchaser's sole remedy shall be to terminate this Agreement and obtain a refund of the Purchaser's deposits and any Purchase Price paid. The parties agree and acknowledge that FDEP, the ACOE, and DERM have exclusive jurisdiction to enforce FPL's compliance with the terms and conditions of their respective permits authorizing the Mitigation Bank, and Purchaser agrees it shall not be entitled to sue FPL, and hereby covenants not to sue FPL, to enforce compliance with the terms and conditions of the FDEP Mitigation Bank Permits, ACOE Permit, or DERM Permit.

12. Disputes.

In connection with any legal proceeding between FPL and Purchaser brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' and paralegals' fees incurred by said prevailing party in such proceedings, including all costs, expenses, and reasonable attorneys' and paralegals' fees incurred on appeal, in administrative proceedings or in any arbitration.

13. Brokers.

Purchaser and FPL represent to each other that neither they nor anyone on their behalf has dealt with or consulted with any broker, agent, or other person in connection with this matter, and that no commission or finder's fee will be payable as a result of the execution of this Agreement or the consummation of the transaction contemplated hereby. In the event a broker, agent, or other person claims to have dealt with one of the parties contrary to the foregoing representation, the party with whom the broker, agent, or other person claims to have dealt or consulted agrees to indemnify and hold the other party harmless against any such claims or demands, including reasonable attorneys' fees and costs incurred by such other party.

14. Construction.

This Agreement shall not be construed more strictly against one party than the other by virtue of the fact that it was prepared by counsel for one of the parties.

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15. Interpretation.

In the interpretation of this Agreement, a single number includes the plural, the words "person" and "party" include corporations, partnerships, firms or associations whenever the context so requires. Captions of paragraphs and sections are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify or amplify or limit the scope or content of the interpretation, construction or meaning of the provisions of this Agreement.

16. Confidentiality.

The terms of this Agreement are confidential and may not be disclosed to third parties except as provided by law or with the written permission of FPL and Purchaser.

17. Waiver of Jury Trial.

Purchaser knowingly, voluntarily and intentionally waives the right it may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) or action of Purchaser.

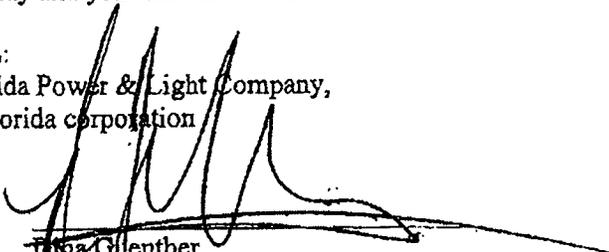
18. Entire Agreement.

The terms and conditions of this Agreement constitute the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement may be amended, modified or altered only by the written agreement of the parties. This Agreement supersedes any and all previous oral or written agreements and understandings relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter thereof.

This area left intentionally blank.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

FPL:
Florida Power & Light Company,
A Florida corporation

By: 
~~Tina Glenther~~
Director, Real Estate

Date: 8/7/09

Purchaser:
The Graham Companies

By: 
Stuart Wyllie - President and CEO

Date: 7/27/09

Attachment D
Adjacent Property Owners List

AMB 175 LLC
60 State Street, #1200
Boston, MA 02109

The Graham Companies
6843 Main Street
Miami Lakes, FL 33014

TITF/State of Florida
3900 Commonwealth Blvd
Tallahassee, FL 32399

Turnpike 75 Holdings, LLC
7050 SW 86 Avenue
Miami, FL 33143

Betty L. Dunn TRS
P. O. Box 22577
Hialeah, FL 33002

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Attachment E

Project Report

PROJECT REPORT

CLASS IV PERMIT APPLICATION NO. FW 06-149

Class IV Permit Application by The Graham Companies to Impact 40.94 Acres of Wetlands for Agriculture; Specifically the Clearing and Pond Excavation for Cattle Grazing.

February 8, 2011

Staff's recommendation of approval for the above-referenced project is based upon the applicable evaluation factors set forth in Section 24-48.3, Code of Miami-Dade County. The following is a summary evaluation of the proposed project with respect to each applicable evaluation factor:

1. Potential Adverse Environmental Impact – The proposed project will result in an adverse environmental impact to 40.94 acres of wetlands. However, the mitigation, as set forth in Number 14 below, will compensate for the loss of wetland values associated with the proposed project.
2. Potential Cumulative Adverse Environmental Impact – The proposed project will result in minimal cumulative adverse environmental impacts. However, the mitigation, as set forth in Number 14 below, will compensate for the loss of wetland values associated with the proposed project within the subject property.
3. Hydrology - The proposed project, as designed, is not reasonably expected to adversely affect surface water drainage or retention of storm water.
4. Water Quality – The proposed project, as designed, is not reasonably expected to adversely affect applicable Miami-Dade County water quality standards.
5. Wellfields – The proposed project is not located within a wellfield protection area.
6. Water Supply – The proposed project is not reasonably expected to adversely affect the water supply.
7. Aquifer Recharge – The proposed project is not reasonably expected to adversely affect aquifer recharge.
8. Aesthetics - The proposed project is designed to be aesthetically compatible with the surrounding area.
9. Navigation – Not applicable.
10. Public Health - The proposed project is not reasonably expected to adversely affect the public health.
11. Historic Values – The proposed project is not reasonably expected to adversely affect historic values.
12. Archaeological Values – There is no known archaeological site located within the boundaries of this application.
13. Air Quality – The proposed project is not reasonably expected to adversely affect air quality.
14. Marine and Wildlife Habitats - The proposed project will result in the excavation of a 0.09 acre pond, the filling of 0.30 acre and the clearing of 40.55 acres. Total wetland area to be impacted is 40.94 acres. The wetlands that will be impacted within the project site are historically characterized as a native wetland prairie with varying densities of *Melaleuca* and *Schinus terebinthifolius* (Brazilian Pepper), which are invasive exotic plant species. The project site does not contain favorable habitat for endangered or threatened wildlife species or species of special concern. The potential use of the site by such species is minimal. Compensatory mitigation for the ecological impacts related to the loss of wetland functions will be accomplished by purchasing 4.76 freshwater herbaceous mitigation credits in the Everglades Mitigation Bank, owned and managed by Florida Power & Light Company. The wetland restoration and enhancement projects conducted within the Everglades Mitigation Bank have enhanced property in the South Dade

Wetland Basin by removing exotic vegetation, replanting with native species, restoring filled areas to natural grade elevations, and implementing a fire management program.

15. Wetland Soils Suitable for Habitat - The proposed project will result in significant impacts to the wetland soils. However, the mitigation, as set forth in Number 14, will result in the enhancement of existing wetland habitat and soils by restoring appropriate wetland elevations and removing exotics, thereby promoting re-vegetation with native wetland plant species and soil-vegetative interactions.
16. Floral Values - The proposed project will impact herbaceous wetlands. However, the mitigation, as set forth in Number 14 above, will provide for the restoration of native wetland vegetation appropriate for promoting the natural ecosystem.
17. Faunal Values - The proposed project will disturb native wildlife habitat. However, the mitigation, as set forth in Number 14 above, will provide for high quality habitat for native fauna.
18. Rare, Threatened and/or Endangered Species - The proposed project is not reasonably expected to result in adverse impacts to rare, threatened or endangered species, or species of special concern.
19. Natural Flood Damage Protection - The water management features of the project have been reviewed by DERM's Water Control Section and are in compliance with DERM's criteria for development in this area. (See attachment C).
20. Wetland Values - The proposed project will result in the excavation of a 0.09 acre pond, the filling of 0.30 acre and the clearing of 40.55 acres. Total wetland area to be impacted is 40.94 acres. The project site is a herbaceous wetland prairie supporting native plant species as sawgrass (*Cladium jamaicensis*) and spikerush (*Eleocharis* spp.). However, the construction of nearby canals and highways have altered historic water flow patterns making the wetlands in the area more susceptible to the presence of invasive exotic plants such as *Schinus terebinthifolius* (Brazilian pepper) and *Melaleuca*. The mitigation as set forth in Number 14 above will compensate for the loss of wetland values associated with the proposed project.
21. Land Use Classification - The Miami-Dade County Planning and Zoning Department has determined the proposed usage does not violate any zoning law applicable to the area of the proposed work. (See Attachment C)
22. Recreation - The proposed project does not conflict with the recreation elements of the Miami-Dade County Comprehensive Development Master Plan and/or the Biscayne Bay Management Plan.
23. Other Environmental Values Affecting the Public Interest - There are no other known environmental factors that will affect the public interest.
24. Standard Construction Procedures and Practices and Design and Performance Standards - In the opinion of DERM, the proposed project complies with the standard construction procedures and practices and design and performance standards of the applicable portions of the following:
 - a. Miami-Dade County Public Works Manual
 - b. Chapter 33B of the Code of Miami-Dade County
25. Comprehensive Environmental Impact Statement (CEIS) - In the opinion of the Director, the proposed mitigation plan will compensate for the loss of wetland values associated with the proposed project. As such, a CEIS was not required by DERM to evaluate the proposed project.

26. Conformance with All Applicable Federal and State Laws and Regulations – In the opinion of DERM, the proposed project is in conformance with the following applicable State, Federal and local laws and regulations:
- United States Clean Water Act (US Army Corps of Engineers and USEPA)
 - Federal Endangered Species Act (US Fish & Wildlife Service)
 - Florida Department of Environmental Protection Regulations
 - Chapter 24 of the Code of Miami-Dade County
 - Rules of the South Florida Water Management District
 - Basis of Review for Surface Water Management Permit Applications Within the South Florida Water Management District
27. Conformance with the Miami-Dade County Comprehensive Development Master Plan (CDMP) – In the opinion of DERM, the proposed land use is consistent with the CDMP. Specifically, the proposed project complies with the following CDMP Elements and Policies:

LAND USE ELEMENT:

Objective 1 – Growth management - The proposed project is generally consistent with the goals, objectives and policies contained in the Conservation, Aquifer Recharge and Drainage Element.

Objective 3/Policies 3B, 3C - Protection of natural resources and systems - The proposed project is consistent with all applicable environmental regulations, as well as all other elements of the CDMP. The proposed project is compatible with surrounding land uses and does not involve development in the Big Cypress area of Critical State concern or the East Everglades.

CONSERVATION, AQUIFER RECHARGE AND DRAINAGE ELEMENT:

Objective 2/Policy 2A – Protection of ground and surface water resources – The proposed project adheres to all relevant storm water management criteria.

Objective 3/Policies 3A, 3B, 3D - Wellfield protection areas - The proposed project is not located within a Wellfield protection area. The project, as designed, is not reasonably expected to adversely affect the water quality reaching the Northwest Wellfield.

Objective 3/Policy 3E - Limestone mining within the area bounded by the Florida Turnpike, the Miami-Dade/Broward Levee, NW 12 Street and Okeechobee Road - The proposed project is not located within the above referenced area.

Objective 4/Policies 4A, 4B, 4C - Water storage, aquifer recharge potential and maintenance of natural surface water drainage - The proposed project is not reasonably expected to adversely affect water storage, aquifer recharge potential, or natural surface water drainage.

Objective 5/Policies 5A, 5B, 5F - Flood protection and cut and fill criteria - The water management features of the proposed project have been reviewed by DERM's Water Control Section and are in compliance with DERM's criteria for development in this area.

Objective 6/Policy 6A - Areas of highest suitability for mineral extraction - The proposed project is not located in an area proposed or suitable for mineral extraction.

Objective 6/Policy 6B - Guidelines for rock quarries for the re-establishment of native flora and fauna – Not applicable.

Objective 6/Policy 6D - Suitable fill material for the support of development -- The proposed project will not cause premature urban encroachment. The proposed project must use suitable fill material in order to meet the requirements of Chapter 24 of the Code of Miami-Dade County.

Objective 7/Policy 7A - No net loss of high quality, relatively unstressed wetlands -- The wetlands associated with this project are not considered high quality. The loss of wetland values associated with the proposed project will be mitigated as set forth in Number 14 above.

Objective 9/Policies 9A, 9B, 9C - Protection of habitat critical to Federal or State-designated threatened or endangered species - The proposed project is not reasonably expected to affect any rare, threatened, or endangered species.

28. Conformance with Chapter 33B, Code of Miami-Dade County (East Everglades Zoning Overlay Ordinance) -- The proposed project is not within the East Everglades Zoning overlay area.

29. Conformance with Miami-Dade County Ordinance 81-19 (Biscayne Bay Management Plan) -- The proposed project is not within the area of the Biscayne Bay Management Plan.

30. Conformance with Manatee Protection Plan -- Not applicable.

31. Consistency with Miami-Dade County Criteria for Lake Excavation -- Not applicable.

32. Municipality Recommendation -- The project is located within unincorporated Miami-Dade County.

33. Coastal Resources Management Line -- Not Applicable.

34. Maximum Protection of a Wetland's Hydrological and Biological Functions Through Adherence to the Following Fill Limitations: -

- i) Placement of the minimum fill necessary to provide for the land usage alternative which results in the least adverse environmental impact and the least cumulative adverse environmental impact -- The proposed project uses the minimum amount of fill necessary to provide for the proposed land usage alternative.
- ii) Placement of temporary fill pads and fill roads for the purpose of conducting rock mining - Not applicable.

The proposed project was also evaluated for compliance with the minimum required standards contained in Section 24-48.3 (2), (3), and (4) of the Code of Miami-Dade County. The following is a summary of the proposed project's compliance with said standards:

24-48.3 (2) Dredging and/or Filling for Class I Permit -- Not applicable.

24-48.3 (3) Docks and Piers for Mooring Purposes - Not applicable.

24-48.3 (4) Clean Fill in Wetlands - The proposed project involves the placement of clean fill material only as defined in Section 24-5 of the Code of Miami-Dade County.

24-48.3 (6) Basin Fill Criteria -- The proposed project complies with criteria for the total volume of fill material placed on a project. Specifically, the drainage plans and calculations for the subject project demonstrate the project meets the water quality and water quantity for stormwater. The project is located outside of the Cut and Fill Basins.

SUMMARY

BASED ON THE FOREGOING, IT IS RECOMMENDED THAT A CLASS IV PERMIT BE APPROVED.



Evan Skornick, Wetland Resources Section Manager
Environmental Resources Regulation Division



Johanna Velasquez, Biologist II
Wetland Resources Section