



MIAMI-DADE COUNTY
FINAL OFFICIAL
Meeting Minutes

Board of County Commissioners
Stephen P. Clark Government Center
111 N.W. 1st Street
Miami, FL 33128

Thursday, February 21, 2008
As Advertised

Harvey Ruvlin, Clerk
Board of County Commissioners

Kay Sullivan, Director
Clerk of the Board Division

Alicia Stephenson, Commission Reporter, (305) 375-1475.



FINAL OFFICIAL

Members Present: Bruno Barreiro; Jose "Pepe" Diaz; Audrey M. Edmonson; Carlos A. Gimenez; Sally A. Heyman; Barbara J. Jordan; Joe A. Martinez; Dennis C. Moss; Dorrin Rolle; Natacha Seijas; Rebeca Sosa; Javier D. Souto

Members Absent: Katy Sorenson

Members Late: None.

Members Excused: None.

Members Absent County Business: None.

1 MINUTES PREPARED BY:

Report: *Alicia Stephenson, Commission Reporter, (305) 375-1475.*

1A MOMENT OF SILENCE

1B PLEDGE OF ALLEGIANCE

1C ROLL CALL

PUBLIC HEARING(S)

Special Item No. 1

080474

Resolution

**Bruno A. Barreiro,
Jose "Pepe" Diaz,
Rebeca Sosa**

RESOLUTION APPROVING TERMS OF AND AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE BASEBALL STADIUM AGREEMENT BY AND AMONG COUNTY, CITY OF MIAMI AND FLORIDA MARLINS, L.P., RELATED TO DEVELOPMENT OF NEW BALLPARK FOR FLORIDA MARLINS AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN; AND APPROVING ASSIGNMENT OF OFFICE OF INSPECTOR GENERAL AS INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL FOR BALLPARK PROJECT

Amended

(County Manager)

Report: *See Agenda Item Special Item No. 1 Amended (Legislative File # 080526).*

FINAL OFFICIAL

Special Item No. 1 Amended

080526

Resolution

**Bruno A. Barreiro,
Jose "Pepe" Diaz,
Rebeca Sosa**

RESOLUTION APPROVING TERMS OF AND AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE BASEBALL STADIUM AGREEMENT BY AND AMONG COUNTY, CITY OF MIAMI AND FLORIDA MARLINS, L.P., RELATED TO DEVELOPMENT OF NEW BALLPARK FOR FLORIDA MARLINS AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN; AND APPROVING ASSIGNMENT OF OFFICE OF INSPECTOR GENERAL AS INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL FOR BALLPARK PROJECT [SEE ORIGINAL ITEM UNDER FILE NO. 080474]

*Adopted as amended
Resolution R-188-08
Mover: Bruno A. Barreiro
Seconder: Jose "Pepe" Diaz
Vote: 12- 0
Absent: Sorenson*

Report: County Attorney Robert Cuevas advised the pursuant to Rule 3.02(a), of the Board's Rules of Procedure, today, a Special meeting had been called.

Chairman Barreiro recognized Miami-Dade County Mayor Carlos Alvarez for opening comments on the item.

Mayor Alvarez noted before the Board today was a Baseball Stadium Agreement (BSA), which was the result of extensive negotiations between Miami-Dade County, the City of Miami (City), and the Florida Marlins (Team). He noted the question he repeatedly heard was "Why should government be involved in building stadiums?" This was a fair public policy debate, the Mayor noted. He pointed out that the stadium was being built for the residents of this community, not for the Team; that like museums, parks and beaches, professional sports facilities were an integral part of the fabric of this community and would contribute to the local economy and the quality of life of the residents.

Mayor Alvarez provided an overview of the agreement. He noted most importantly this agreement included safeguards to protect the public interest. As for the County's contribution, Mayor Alvarez noted 85% of the County's contribution was allocated from the tourist bed tax revenues, which were earmarked specifically for projects such as the stadium, and could not used for education, crime prevention or social services. The remaining 15% or \$50 million was allocated from the Building Better Communities General Obligation Bonds, which the voters approved for the renovation of the Orange Bowl; however, rather than renovating the Orange Bowl, this funding would be used to help build a baseball stadium on the existing Orange Bowl site, Mayor Alvarez explained. He noted construction of the new stadium would begin in November of this year (2008), and should be completed for the opening of the 2011 baseball season.

Continuing, Mayor Alvarez noted the Team would follow State and County procurement laws including providing workers responsible wages and benefits, and comply with Small Business program requirements. He noted the Team, not the taxpayers, would be responsible for cost overruns. The County, not the Marlins, would own the facility and the land under stadium footprint. Additionally, Mayor Alvarez pointed out that the Team's contribution of \$155 million toward the Stadium was consistent with contributions made by other Teams involved in public stadium financing ventures such as the Washington Nationals and Minnesota Twins. He explained that baseball would remain affordable for families and that when baseball was not in season, the County could use the stadium for other events. If this agreement was approved, the County would also enter into a 35-year management agreement with the stadium manager, and the County would seek guarantees to ensure that qualified local firms were used and that public safety services were provided by Miami-Dade County, Mayor Alvarez noted.

Mayor Alvarez advised the County Administration had worked tirelessly on this agreement, and he wished to commend County Manager George Burgess publicly as well as Assistant to the County Manager Ray Baker and former Special Assistant to the County Manager Ian Yorty; Assistant County Attorneys Geri Bonzon-Keenan and Gerald Heffernan; City of Miami Mayor Manny Diaz, City Manager Pete Hernandez, Assistant City Attorney Olga Seijas; Florida Marlins President David Samson; General Counsel for the Florida Marlins Derek Jackson, and Mr. Bob DuPuy, Major League Baseball

President and Chief Operating Officer. The County Manager provided each commissioner with a copy of the agreement, and Mayor Alvarez pointed out that members of the County Administration, along with all other parties involved, were prepared to answer any questions/concerns regarding this agreement. He noted he wished to reiterate his statement made during his State of the County Address, that the County was not seeking to build a stadium to the exclusion of everything else, but was seeking to build a stadium along with everything else. The construction of a stadium of the magnitude proposed would make Miami one of the nation's great baseball cities, Mayor Alvarez stated.

County Manager George Burgess stated the negotiations with the City of Miami and the Team was extraordinarily difficult. He noted the proposed agreement before the Board today represented, a fair agreement. Mr. Burgess stated the more the county can fuel private investments in the urban core, the more the County makes the urban core an attractive place for people to live and work. The County and the City, collectively, felt it was a prudent investment not just in the City of Miami, but for the entire region. Mr. Burgess stated that this plan for a baseball stadium contemplated, among other sources, \$60 million of Convention Development Tax (CDT) funds that was part of the County assumption for baseball two years ago.

County Manager Burgess informed the Board that the BSA before the Board, which was approved by the City of Miami earlier today, was a binding agreement that the County would be entering into with the Team and the City of Miami. He indicated subsequent agreements would be presented to the Board for its consideration by July 1st that would include a Construction Administration Agreement, Management Agreement, Assurance Agreement, and a Non-Relocation Agreement, however, in the meantime, the BSA was the agreement that would guide the parties until July 1st. Mr. Burgess pointed out that with the approval of this BSA, and some point before the baseball season opening date, the county would have a team called the Miami Marlins and a Baseball Stadium. He proceeded to provide an overview of the Baseball Stadium Site, the County funding, the City funding and contributions, the Team funding and some of the key issues of the BSA.

In connection with the ordinance submitted for first reading (Special Item No. 2) on today's agenda, County Manager Burgess explained the intent of the proposed ordinance was to waive the provisions of Sustainable Buildings Program set forth in Sections 9-71 through 9-75 of the Code of Miami-Dade County. He explained that all parties were committed to LEED Certification of the baseball stadium, however, because the impact certification requirements would have on time and costs were unknown at this time, the waiver was being requested. He addressed the Team's commitment to follow the county's small business community workforce programs and hire locally.

County Manager Burgess concluded his comments by urging the Board's approval of the BSA, to formalize the terms and conditions related to the design, development, and construction of a new baseball stadium at the Orange Bowl site.

The public hearing was opened and the following persons appeared before the Board in connection with the foregoing proposed resolution:

City of Miami Mayor Manny Diaz appeared before the Board and noted all parties involved worked hard on this BSA and the City Commission had

approved this agreement by a 4-1 vote.

Chairman Barreiro announced that after hearing from the public officials who were present for this item, the Board would briefly recess and convene as the Metropolitan Planning Organization (MPO) Governing Board to consider its agenda, and subsequently, reconvene as the County Commission to continue its special meeting and consideration of the BSA.

City of Miami Commissioner Joe A. Sanchez, appeared before the Board, and spoke in support of the baseball stadium.

City of Hialeah Mayor Julio Robaina, appeared before the Board, and commended the work done by County staff along with the City of Miami including both Mayors Alvarez and Diaz. He urged the Board approval of the proposed resolution.

Chairman Barreiro recessed the Special meeting and the Board convened as the Metropolitan Planning Organization (MPO) Governing Board.

Following the adjournment of the MPO Governing Board, the Board reconvened and resumed its Special meeting and continued the public hearing on the foregoing proposed resolution.

Mr. Bob DuPuy, Major League Baseball (MLB), President and Chief Operating Officer, appeared before the Board, and spoke in support of the BSA and having a first class MLB stadium in Miami-Dade County. He noted the team would utilize local waiver in the construction and operation of the stadium in an effort to address diversity and inclusion. Mr. DuPuy noted MLB's diverse business partners practice, and its commitment to sustainability, RBI youth programs, building a Baseball Academy to be located in the City of Hialeah, and meeting with the City of Homestead officials to study the feasibility of a suitable use for the Homestead Baseball Complex. Mr. DuPuy concluded his comments by thanking the County Mayor, the County Manager, the County Attorney and his staff for all of their efforts and courtesy shown towards him during this process and urged the Board's approval of the BSA as presented.

Mr. David Samson, Florida Marlins, L.P., President, appeared before the Board in support of the BSA and construction of a baseball stadium in South Florida. He noted the Team's commitment to provide affordable seats, complimentary tickets to underprivileged youth along with other substantial community benefits and opportunities throughout the community.

Mr. Frank Nero, President, Beacon Council, 80 SW 8th Street, appeared and spoke in support of the proposed financial package for the construction of a new baseball stadium at the Orange Bowl site; the Team name change from the Florida Marlins to the Miami Marlins and the resulting economic benefits to the county through corporate retention.

Dr. Antonio Cardona, Jr., 1390 NW 7 Street, appeared and spoke in support of the baseball stadium.

Mr. Steve Hagen, Chairman of the Parks and Public Space Committee of Miami-Dade Neighborhood United, appeared and spoke in opposition to the foregoing proposed resolution. He spoke regarding the need for park space and suggested a referendum be held on this issue.

Mr. Stuart Blumberg, President, Greater Miami and the Beaches Hotel Association, 407 Lincoln Road, Suite 10G, appeared and spoke in opposition to the foregoing proposed resolution and the use of Convention Development Tax funds for the construction of the baseball stadium.

Mr. Jerry Del Castillo, 1740 SW 104 Avenue, appeared and spoke in support of the baseball stadium.

Ms. Abigail Vladeck, 260 NE 17th Terrace, Policy Director, Human Services Coalition, urged the Board to ensure that this agreement was explicit in terms of benefits to community residents and that the County honor the outcome of the Community Benefits Agreement being negotiated with the City regarding the Orange Bowl renovation.

Mr. John Rivera, Dade County Police Benevolent Association, spoke in support of baseball and construction of a stadium in Miami-Dade County, but in opposition to the proposed BSA as presented. He noted the agreement did not include a provision that off-duty Miami-Dade Police Officers would work inside the Stadium. Mr. Rivera urged the Board not to support this agreement until the City of Miami agreed in writing that off-duty Miami-Dade Police Officers would work from the curbside in to the Stadium. He referenced Section 10.13 in Section "B" of the proposed agreement regarding the Inspector General.

Mr. Harley Tropin, representing Norman Braman, appeared before the Board in connection with and opposition to the foregoing proposed resolution. He expressed opposition to the use of Community Redevelopment Area funds for construction of the baseball stadium without allowing it to go to a public referendum and indicated if this did go to a public vote, Mr. Braman would drop his lawsuit. Mr. Tropin stated County Commissioners were not given sufficient time to review and ask questions regarding the proposed BSA and asked the Board to defer or vote "no" on the agreement until a legal opinion was received from the Court on the pending lawsuit, which should occur within the next 60 to 80 days.

Mr. Stan Hills, Miami-Dade Fire Fighters, noted a jurisdiction dispute existed between the City of Miami and Miami-Dade County's fire fighters and police. He said County fire fighters offered to work out a sharing agreement with City fire fighters but this was rejected. Mr. Hills noted County fire fighters were still willing to discuss this issue; however, if no discussion occurred, the fire fighters would like to serve the proposed Baseball Stadium.

Mr. Frank Schmidman, Fort Lauderdale resident and attorney representing Norman Braman, appeared before the Board. He said Mr. Braman was not challenging the proposed Stadium but was opposed to the use of Tax Increment Financing (TIF) money from the CRA to fund this project. Mr. Schmidman expressed that more information should be available regarding infill. He asked the Board to request a legal opinion to determine whether the lawsuit filed by Mr. Braman had no merit or risk before proceeding with the proposed agreement, and if any doubt existed, the Board defer this item until the Court addressed the lawsuit.

Mr. Bill Diggs, President and Chief Executive Officer, Miami-Dade Chamber of Commerce (MDCC), said the proposed agreement did not include a requirement to ensure small businesses received contracts. He noted the

MDCC would support the Agreement if this requirement was included.

Mr. Fred Frost, President, South Florida AFL-CIO, noted community input and a written commitment was needed regarding efforts to revitalize the community and provide sustainable jobs and healthcare.

Mr. Alan Rigerman, Palm Springs North, appeared before the Board. He concurred with Mr. Michael Lewis' viewpoint in the "Miami Today." Mr. Rigerman noted various teams and owners pushed sports economics and tax money was public money.

Ms. Helen B. Williams, 9801 NW 25 Avenue, representing the Rilya Wilson Advocacy Project, Inc., and a candidate for Miami-Dade County Mayor, urged the Board to allow registered voters to vote on the proposed Baseball Stadium.

Ms. Maria Lightbourne stated that the public should be allowed to vote on the proposed Baseball Stadium.

Mr. Patrick Walsh, South Florida Jobs with Justice (SFJJ), noted the SFJJ had approached the parties regarding a Community Benefits Agreement that would legally bind a negotiation with the Coalition of approximately 400 households in the immediate vicinity of the Orange Bowl, labor unions and minority contractors, to provide real benefits in the community.

Dr. Clyde House said the issues raised in the Braman lawsuit were constitutional issues and the Board's approval today would be unconstitutional expenditures for non-public purposes. He urged the Board not to misallocate public funds for the Marlins' profit.

Ms. Flor D. Morales, homeowner, 1312 NW 6 Street, appeared in support of the proposed agreement.

Ms. Alicia Diaz, 800 NW 13 Avenue, appeared in support of the proposed agreement. She noted she felt the proposed Baseball Project would benefit the NW area; however, she requested the Mayor, County Commission Chairman and commissioners ensure housing would not be affected.

Ms. Maria Campo, 1403 NW 7 Street, appeared in support of the proposed agreement. She noted the proposed project would provide employment and improved security to area residents.

Mr. Clodoardo Barcia, 8341 SW 27 Street, Westchester, appeared in support of the proposed agreement.

Mr. Lasaro Castellan, Hialeah resident, appeared in support of the proposed agreement. He noted he had collected signatures in support of the project.

Mr. Jose Luis Simeon, 1400 NW 7 Street, appeared in support of the proposed agreement; however, he asked that consideration be given to residents of the Robert King High complex.

Mr. Emilio Manfrediz appeared in support of the proposed agreement.

Mr. Placido Debesa appeared in support of the proposed agreement.

Mr. Rafael "Felo" Ramirez appeared in support of the proposed agreement.

Chairman Barreiro noted Mr. Ramirez was a Hall of Famer in Major League Baseball.

Mr. Steven Kollin, former Treasury Agent and Assistant State Attorney, expressed concern regarding access and egress to the proposed baseball stadium and cost overruns.

Mr. Gilberto Lanzardo, 460 E. 23 Street, Apartment 106, appeared in support of the proposed agreement.

Mr. Ramon Gullen, 338 NW 34 Street, appeared in connection with the proposed agreement.

There being no further persons to appear before the Board, the public hearing was closed.

Chairman Barreiro said he was a big supporter of baseball and had worked hard to try and obtain funding for the Marlins when he was in the Legislature. He noted the proposed Baseball Stadium would benefit not only the community but the entire county and the region. Chairman Barreiro said residents and businesses in the immediate area supported the proposed agreement and the stadium would be an amenity to tourists. He noted he believed the funding sources were proper and adequate and he strongly supported many points in the proposed agreement regarding parking, the Team's name change and commitment to remain permanently in Miami-Dade County. He noted further agreements would come before the Board and the three parties involved would address the concerns raised at today's meeting.

Commissioner Sosa asked to be listed as a co-sponsor of the foregoing proposed resolution. She noted she felt Miami-Dade County, as a gateway to the Americas, had to become a major league city and she could not think of a better location for the stadium than Little Havana. Commissioner Sosa commended Mayor Alvarez, County Manager Burgess and Chairman Barreiro for their leadership. She spoke in support of the funding source outlined in the proposed Stadium Agreement, the Team's name change, the specifics of the Non-Relocation Agreement, definition for cost overruns, Construction Manager and the definition of the procurement process. Commissioner Sosa noted she felt the proposed agreement should include a provision that security for the stadium from the curbside in should be performed by the Miami-Dade County Police Department and Fire Department.

In response to Commissioner Sosa's inquiry regarding the total infrastructure cost for the proposed baseball stadium, County Manager Burgess said this information would be submitted to the Board as part of the Construction Administration Agreement before July 1st. He noted between now and July 1st, the City and the County would define the cost regarding utility relocation, signalization or road improvements and how these costs would be shared between the City and the County.

Responding further to Commissioner Sosa regarding cost overruns, County Manager Burgess noted the Team would be fully responsible for cost overruns, with the exception of governmentally caused overruns which would primarily be delays caused because of reviews or approvals required of

government. He noted the Team would secure a \$20 million Line of Credit and if that amount was exceeded, the Team would be responsible for securing the required funding.

Commissioner Martinez noted that approval of the baseball stadium agreement required a majority vote of the commission, however, approval of the construction administration and management agreements, which would be voted on in July, would require a two-thirds vote of the commission. He expressed concerns regarding the expansion of the Omni CRA being included in the Global Agreement.

County Manager Burgess addressed questions raised by Commissioner Martinez regarding the Global Agreement and implementation of the Omni CRA amendment and how it related to the baseball stadium. Mr. Burgess said implementation of the Omni CRA amendment provided the County comfort on future capacity and the Administration was not taking any existing dollars from the Performing Arts Center (PAC) to support the proposed baseball stadium. He indicated that the funding source of the \$60 million remained the proceeds from the sale of debt, from the issuing of bonds pledging future streams of CDT revenue.

County Manager Burgess clarified that taxes collected for those properties that were not part of the CRA were deposited in the County's and City of Miami's general funds.

County Manager Burgess addressed the State Sales Tax Rebate Program and the Sales Tax Procurement Program which were related to the Baseball Stadium Agreement.

In response to Commissioner Martinez's inquiry regarding the County being liable for cost overruns caused by a delay in the procurement process, Mr. Samson clarified the County was liable to order the materials, but a delay in the delivery of those materials to the stadium site would not be considered a government caused overrun and, pursuant to Section 4.09 of the Baseball Stadium Agreement, the Marlins would cover that overrun.

Commissioner Martinez spoke in opposition to the waiver of the county's Sustainable Buildings Program contained in the BSA, and expressed that County Police and Fire Rescue should have jurisdiction, curbside in, for the baseball stadium. He noted his intent to sponsor a resolution that would follow the language in the BSA regarding the right of the county and city to designate suites for public or charity use, so that it would apply to all facilities owned by the County.

Commissioner Moss spoke in support of construction of the baseball stadium in Miami-Dade County, however, he expressed concern that security service should be provided curbside in by the Miami-Dade Police Department (MDPD) and the Miami-Dade Fire Rescue (MDFR), the need for a commitment in the agreement from the Marlins to be competitive, and inclusion of minority business involvement. He stated just as the County had gone to great lengths to reach this proposed agreement, the same level of creativity and enthusiasm should be applied to addressing affordable housing in Overtown and to providing for the expansion of Metrorail to the North Corridor.

Mr. DuPuy explained the proposed BSA was subject to all Major League

Baseball (MLB) rules and requirements, and the MLB Constitution required all teams to make best efforts to put a competitive team on the field. He clarified that all MLB rules were incorporated into the agreement.

Commissioner Moss asked Assistant County Attorney Bonzon-Keenan to review the MLB rules and requirements, including the MLB Constitution, and ensure the provisions concerning best efforts to put a competitive team on the field were included in the BSA.

Commissioner Edmonson concurred with Commissioner Moss regarding the issues of MDPD and MDFR, and affordable housing in Overtown. She requested the BSA include a commitment by the Marlins to run a little league program in Liberty City or Overtown, as well as a similar program at the new stadium.

Responding to Commissioner Edmonson's comments, Mr. Samson clarified the MLB Youth Baseball Academy contemplated to be located in the City of Hialeah would teach baseball and life skills. He emphasized the Marlins already provided the grassroots initiatives that Commissioner Edmonson requested. He noted he had sent information to the commissioners regarding reviving baseball in the inner cities, and he would provide information regarding the Marlins' Community Affairs Department's work with little league baseball.

The County Manager advised the Commission that the City of Miami approved amendatory language this morning which addressed the issue raised by Commissioner Edmonson.

Assistant County Attorney Bonzon-Keenan read the following amendments approved by the City of Miami into the record, handwritten page 62, Section 7.15(b) should be amended to add the following language: "In addition to the Team's efforts to reach the youth and other residents of Miami-Dade County and the City of Miami through its foundation the Team shall develop along with the City and the County aggressive youth programs that are oriented toward infrastructure, maintenance, and assisting sports based programs, and such programs shall establish rules and benchmarks," and handwritten page 63, Section 7.15(g) should be amended to read as follows: "In addition to the Team participating in Major League Baseball's diverse business partner's program, the Team shall develop along with the City and the County an aggressive small business outreach program that will increase participation during the operation and construction of the baseball stadium and such program shall establish goals and benchmarks. The Team will take affirmative steps to promote the employment of residents of Miami-Dade County and the City of Miami in the Team's operations, and afford local, small, and disadvantaged businesses in Miami-Dade County and the City of Miami an equal opportunity to compete for business for the supply of goods and services to the Team."

Commissioner Seijas questioned when the County Commission would have the opportunity to amend this proposed resolution, similar to the City of Miami's opportunity earlier that morning (2/21).

County Manager Burgess clarified the County Commission could amend the BSA today (2/21), however, any significant and substantial changes would have to be agreed to by all parties to the agreement.

Commissioner Edmonson expressed concern regarding the County Commission being placed in the position of prolonging the process if it amended the agreement. She suggested the County Commission and the City of Miami hold a joint meeting with representatives of MLB and the Marlins in order for all parties to consider proposed amendments at the same time.

Commissioner Edmonson emphasized the need to include a tangible commitment to local, minority businesses and to the inner city in the agreement.

Mr. Samson presented the book "Community Affairs, Community Foundation Book of the Florida Marlins, LP;" he explained this book included all programs sponsored by the foundation and the Community Affairs Department efforts in each neighborhood.

Regarding Commissioner Edmonson's comments concerning a tangible commitment to local, minority businesses, County Attorney Cuevas referred to the following language contained on handwritten page 42, Section 4.05 of the BSA: "The Stadium Developer shall include in its contract with the Construction Manager provisions requiring compliance with State and local laws, including but not limited to, the County's CSBE and small business programs, responsible wages and benefits, Community Workforce". He advised that these local, minority business items would be specifically required in the agreements that would come before the Commission in July, and the forthcoming agreements would use the programs in place under existing legislation.

Commissioner Edmonson expressed that the County was providing too much funding for the county's police and fire departments not to benefit from this proposed agreement.

County Manager addressed Phase 1 and Phase 2 environmental studies to be conducted on the site, and the adequacy of the proposed environmental liability insurance policy.

Commissioner Heyman expressed support of the Marlins and the concept of the stadium in Miami-Dade County, however, expressed concern regarding the lack of estimated costs or caps for infrastructure and identification of the funding source.

County Manager Burgess explained the public infrastructure component of this project was unknown at this time; however, the construction administration agreement would define the costs, the responsible party, and the improvements to be made. He expected infrastructure costs would include utility extensions, pedestrian sidewalks, lighting, and traffic signalization improvements.

In response to Commissioner Heyman's question regarding the funding source for infrastructure and the County's obligation in this partnership with the City of Miami, County Manager Burgess noted that depending on the nature of the infrastructure, the funding sources would be defined as part of the construction administration agreement.

Commissioner Heyman noted it was qualified that the monies diverted from the Convention Development Tax (CDT) would not impact monies obligated to the Performing Arts Center (PAC) but asked how this would impact other

projects or the ability to continue funding resource generators or good recipients countywide.

County Manager Burgess clarified that \$60 million in funding would come from the CDT, and that \$149 million would come from the Professional Sports Franchise Facilities Tax, which was a 1% bed tax that could only be used to pay debt service on bonds for professional sports franchise facilities. He further noted there was also a 2% Tourist Development Tax (TDT), which was a 20% share that had been going to the City of Miami primarily to support the maintenance of the Orange Bowl that would be leveraged. Mr. Burgess indicated the \$60 million CDT share had been designated as part of the Stadium financing plan some time ago.

Commissioner Heyman asked about the cost overruns stated to be guaranteed by the Marlins Team. She expressed concern with the language in the agreement that provides for exceptions throughout the document if overruns resulted from government related actions, and asked where the funds would come from for those cost overruns.

County Manager Burgess indicated that the funding source to pay for cost overruns resulting from governmental actions had not yet been set aside. He noted he anticipated no government cost overruns as long as the County did its job and met its deadlines. He noted the team would be responsible for bearing overrun costs pertaining to construction scope changes, and issues with the architect and the contractor.

Responding to Commissioner Heyman's questions concerning the secondary pledge to cover the debt service and additional costs; Ms. Rachael Baum noted the sales tax would be the secondary pledge for the Convention Development Tax; however, the financing was being structured with conservative projections to ensure the sales tax would not have to be used.

Commissioner Heyman noted she shared concerns with her colleagues regarding local preference, inclusiveness and minority businesses, but equally important, was her concern for sustainability. She asked why baseball would be exempted from complying with the county's sustainability program.

Mr. Burgess noted the cost estimate for the baseball stadium preceded the adoption of the sustainability program, and the reason for requesting a waiver of the sustainability ordinance was because the County did not know what its impact on cost or timelines would be. Mr. Burgess noted that to the extent a green building could be implemented within the limits of the budget estimate it would be, but to the extent that costs exceed the budget, the County and the City would have to bear those costs.

Commissioner Seijas spoke in support of the proposed stadium, however, expressed that the BSA should include provisions for the County providing police and fire services curbside in, the labor peace agreement, and community benefits.

Commissioner Seijas spoke in opposition to Special Item No. 2, a proposed ordinance relating to sustainability.

Commissioner Rolle noted he supported the stadium but had concerns pertaining to inclusion and minority participation. He noted the agreement did not include defined measures to address inclusion or minority

participation and ensure accountability. Commissioner Rolle expressed concern with the lack of information relating to public infrastructure costs, and asked for more information regarding creation of a summer job program for youth and inner city baseball.

Mr. Samson noted this industry provides a summer internship program and an equal opportunity hiring process, and was a diverse company.

Commissioner Rolle asked if a contact person and measurable goals could be identified regarding the CSBE program.

Mr. Samson noted measurable CSBE goals would be included in the management agreement. He noted there was plenty of time to negotiate the goal; that this was a transparent project and the team wanted complete inclusion.

Commissioner Gimenez stated because of a number of concerns he could not support the BSA at this time. Commissioner Gimenez noted that the county was providing \$347 million in public funding towards the construction of the baseball stadium, and the public should receive a return on its investment. He expressed opposition to the county's share in any profits resulting from the sale of the team being reduced on a yearly basis to zero profit after the fifth year. Commissioner Gimenez expressed that use of the public suite by the city or county should be shared through right of first refusal for 27 games each, but that the governmental entity should pay for use of the suite. Commissioner Gimenez presented his concerns regarding the contingency built into the budget, cost overruns, and the lack of an estimate for land and infrastructure

County Manager Burgess stated the specific physical site of the baseball stadium needed to be determined before identifying the cost of the infrastructure and how it would be shared between the County and the City; then the construction administration agreement that would define the costs shared between the two governments would be developed.

County Manager Burgess responded to a series of questions from Commissioner Gimenez. He noted that the boundaries for the City CDD mentioned in the agreement were essentially the existing Orange Bowl site. The county manager addressed the blended financing approach being taken in connection with the Team's funding contribution of \$155 million, noting that in return for receiving county financing for \$35 million of their contribution, the Team agreed to put \$750,000 per year into a Capital Replacement Fund. Mr. Burgess explained that this project would maximize capacity of the Tourist Development Tax (TDT) and the Professional Sports Facility Franchise Tax (PST), and could not be used to finance any future projects unless revenue streams increased.

Commissioner Gimenez asked that he be recognized later during the meeting in order to continue his comments.

Commissioner Souto noted he had been involved with the Marlins team since day one when they were signed as a team in Tallahassee and franchised, and he had helped them in many ways since. He noted he loved and supported baseball and supported the construction of a stadium, but there were too many questions regarding funding in this agreement. He noted some important points had not been discussed, including the current economy,

stagnation and inflation; which could impact funding available from tourist development taxes. Commissioner Souto urged that the question of construction of a baseball stadium be placed on the ballot and decided by the electorate.

Vice Chairwoman Jordan expressed her concern that Miami Dade Fire Rescue and Police Departments should be providing services curbside in, inasmuch as the baseball stadium would be a county owned facility. She stated that the language contained in the BSA regarding the CSBE and CBE programs was too vague, and proposed that the agreement include an overall CSBE goal of 30% for construction and a CBE goal of 20% for architectural, and that the County's Small Business Affairs Department monitor compliance; or that the County's Small Business Affairs Department be contracted and paid to review, monitor and set goals for each project.

Commissioner Jordan expressed concern with the decline in the number of African Americans in the sport of baseball and suggested that in addition to the MLB Baseball Academy that would be developed in the City of Hialeah, a satellite center within the inner city also be built.

Commissioner Gimenez noted the BCC should have a representative on the Project Coordinating Team and that the naming rights should be approved by the BCC. He asked the County Attorney what would happen to the BSA if the global agreement was overturned by the courts in a pending lawsuit.

In response to Commissioner Gimenez, County Attorney Cuevas stated that he did not believe the court's decision on the global agreement would affect the ability to go forward with the BSA.

County Manager Burgess stated that if the global agreement was overturned by the courts it would not affect the county's ability to finance the stadium.

Commissioner Gimenez asked County Manager Burgess if the global agreement did not exist, would he still recommend the same stadium agreement.

In response to Commissioner Gimenez' inquiry, County Manager Burgess noted that without the global agreement, he would recommend the stadium agreement leveraging the Tourist Development Tax for baseball, with a condition that the City of Miami agree to make a larger contribution to the Performing Arts Center.

Commissioner Gimenez asked County Manager Burgess in the absence of the Global Agreement, and the assumption that the county lost in court, would he recommend this deal at this time. County Manger Burgess said he probably would recommend the deal.

County Manager Burgess addressed Commissioner Gimenez' questions regarding the construction budget noting that any under-expenditure of the Team's funding share at the end of the project would be placed in the Capital Expenditure Fund account, and would be in addition to any scheduled payments into the fund.

Commissioner Martinez expressed concern regarding expansion of the Omni Community Redevelopment Area (CRA) and inquired if the Omni CRA was not expanded, would there be enough funds to complete all projects.

County Manager Burgess indicated that the baseball stadium project could be completed without the expansion of the Omni CRA. He referred to the global agreement and noted that the expansion of the Omni Redevelopment District was to address other infrastructure needs within the district. The County Manager stated he believed the other infrastructure needs in the district could be fully funded without the expansion of the Omni Redevelopment District boundaries.

Commissioner Diaz asked City of Miami Mayor Manny Diaz to address the issue of public safety at the stadium, including police and fire services, as well as the unions, and the assurances that could be provided to address this within thirty days.

City of Miami Mayor Manny Diaz noted that he was convinced that with the level of cooperation that existed between the County and City Mayors, the County and City Administration and their staff that it was possible that an agreement could be reached and brought back before the BCC within 30 days relating to public safety services at the stadium.

County Mayor Alvarez indicated he had no problem with allowing 30 days for an agreement to be reached without any expenditures on behalf of the county.

Mr. John Rivera, President, Police Benevolent Association, and Mr. Stan Hill, representing Fire and Rescue, appeared before the Board and expressed their willingness to work with the City and reach an agreement relating to public safety services at the stadium.

Mr. Frost urged that a collective bargaining agreement be reached to address the needs of the concessionaires, janitors, electricians and other stadium workers.

Mr. DuPuy indicated that this would place a condition precedent on the BSA, and if the county and city were unable to resolve the public safety issue in thirty days the consequence would be to kill baseball in South Florida.

County Attorney Cuevas apprised the Board that by approving the agreement as presented, the county was accepting liability for its obligations, and if an agreement could not be reached with the City of Miami regarding the public safety issue, there could be potential for damages under the current contract. He stated that the BSA could be amended to provide that if an agreement was not reached between the city and the county regarding the public safety issue, the BSA would terminate without liability.

County Manager Burgess suggested the Board approve the BSA today as a binding agreement, and that the security issue be addressed separately by the City and the County, with the resolution to this issue being brought back to the Board in 30 days.

County Attorney Cuevas advised that if an agreement could not be reached between the city and the county regarding the security issue and there was no language in place in the BSA that freed the county of liability, then the county's liability would continue to move forward. He stated this could be addressed either by making it a condition precedent to the effectiveness of the overall BSA or by including a termination clause in the BSA that would give the County the option to terminate without any liability.

Commissioner Sosa suggested the Board approve the BSA and get the commitment from Mayor Diaz and Mayor Alvarez to negotiate the public safety issue, and if no agreement was reached in 30 days, a joint meeting between the County and the City be scheduled.

The County Manager recommended that the BSA move forward, and that the security issue, which would be a part of the management agreement coming before the Board in July, be addressed separately in 30 days. He stated the security issue did not have to be a condition precedent to the BSA.

Assistant County Attorney Bonzon-Keenan presented the following termination clause that could be included in the BSA if the Board desired: "In the event that the City and the County cannot agree to resolve the issues related to Public Safety on the Baseball Stadium site within 30 days the County or the Team or the City may elect to terminate this agreement by notice to the other parties in which case this agreement shall be terminated and no parties shall have any further obligations to the other parties except for liability or other breaches."

Commissioner Diaz noted his intent to make a motion to include the language presented by the county attorney.

Discussion ensued among the members of the Board and staff regarding whether the BSA should address the public safety negotiations and include a termination clause.

County Manager Burgess noted that he strongly recommended that the BSA move forward today (2/21) as presented, and that the component of the Management Agreement relating to public safety be accelerated, and acted on in 30 days.

Commissioner Diaz expressed concern that no expenditures be made prior to resolution of the public safety issue.

Chairman Barreiro asked that a straw vote be taken of the members of the Board whose position was that the public safety issue had to be resolved in 30 days. Upon being put to a vote, the straw vote passed by a vote of 11-0, (Commissioners Seijas and Sorenson were absent).

Commissioner Souto expressed dismay and concern regarding rushing the vote on the foregoing proposed agreement.

Commissioner Edmonson asked that the County Manager and Mr. Samson meet with her in the next 30 days to discuss and address her concerns raised earlier in the meeting.

Commissioner Gimenez concurred with Commissioner Souto's comments and stated that he would not support the BSA as presented today. He noted that there were too many unknowns in the agreement, such as infrastructure costs, the funding sources for infrastructure and whether current projects would be impacted. He expressed that the Team's contingency fund in the amount of \$20 million would not be sufficient to cover cost overruns. Commissioner Gimenez expressed no opposition to the use of CDT, TDT and PST funds for the stadium, as these funds could only be allocated for certain uses.

FINAL OFFICIAL

In response to Commissioner Gimenez' inquiry regarding cost overruns, Mr. Samson stated that the Team and the Stadium affiliates were contractually responsible for cost overruns. Mr. Samson said for the record he could not think of one other team that has had a \$20 million line of credit lined up in advance of stadium construction, he noted that this was done in an attempt to show how serious they were to cover cost overruns.

Commissioner Gimenez expressed his concern regarding the global agreement and whether or not it was central to the funding of the baseball stadium.

Commissioner Sosa expressed her trust in the county management and the County Mayor and urged that the Board move forward with this agreement. She noted that the Commission had received a commitment from Mayor Alvarez, City of Miami Mayor Manny Diaz, the County and City of Miami Managers, and the unions, to resolve certain issues raised by the Board.

Mayor Alvarez addressed the concerns raised by Commissioner Gimenez and Commissioner Souto that this agreement was being rushed. He recognized that the county had a fiduciary responsibility to the citizens of Miami-Dade County, and that there would be questions that would need to be addressed, however, the County had to make a decision at some point. Mayor Alvarez urged the Board to support the foregoing proposed resolution.

Commissioner Heyman noted she concurred that the County would continue to have questions regarding the matter. She noted her concern that certain explanations should be included in the Baseball Stadium Agreement, which she noted was a binding document. She expressed concern that County had to wait to discover what its obligations would be, and concern that funding sources for infrastructure were unknown. She expressed concern regarding cost overruns and that no written contractual guarantee could be made that general revenue funds would not be used. Commissioner Heyman also expressed concern that the County's living wage ordinance had not been handled with respect and that the agreement did not contain a commitment to work on addressing obligations to sustainability and green buildings. She stated she did not support the agreement before the Board today.

Commissioner Moss noted he believed the County Commission should move forward on the Baseball Stadium Agreement (BSA), but that it should include a provision that County and City of Miami fire and police services be treated fairly in serving the baseball stadium; that within 30 days an agreement be reached and parties report back to the Commission; and that the County administer the minority small business and local business participation program.

Chairman Barreiro relinquished the Chair to Vice Chairwoman Jordan.

It was moved by Commissioner Barreiro that the foregoing resolution be adopted as presented, with an instruction to County Administration that they negotiate with the City of Miami in order to reach an agreement regarding public safety issues and report back to the Commission with the agreement within 30 days.

In response to County Attorney Cuevas' question as to whether the two amendments made by the City of Miami and previously read into the record were included in Chairman Barreiro's motion, Chairman Barreiro asked that

the amendments be read into the record.

As requested by Chairman Barreiro, Assistant County Attorney Geri Bonzon-Keenan read the amendments that had been approved by the City of Miami today into the record.

Chairman Barreiro requested that a straw vote be taken on directing the county and city administration to negotiate a fair agreement regarding the public safety issue and to bring the agreement back to the Commission in 30 days.

Chairman Barreiro noted that upon a showing of hands, the straw vote did not carry.

Chairman Barreiro expressed concern that if the Commission did not ask for the public safety issue to be negotiated in 30 days, it would have to be negotiated today.

County Manager Burgess expressed that the Commission could not realistically negotiate the public safety issue tonight. He noted all parties were committed to resolving the public safety issue in 30 days. Mr. Burgess stated that the public safety issue was a portion of the management agreement that would be brought back in July, and essentially, the Board was asking that the portion of the management agreement that addressed public safety be accelerated and resolved in 30 days. Mr. Burgess recommended that the Board proceed with the BSA today, and that a separate direction be given to the city and county administration to resolve the public safety issue and return to the County and City Commissions in 30 days.

Chairman Barreiro stated his motion was to approve the agreement with a condition as to the effectiveness and to the County's liability, that a solution to the public safety issue be brought before the Commission within 30 days.

Vice Chairwoman Jordan noted that the City of Miami's small business amendment which had been read into the record did not sufficiently ensure that the County's goals regarding small businesses would be implemented. She noted she was satisfied with this matter being brought back as a part of the construction administration agreement, however, she expressed concern as to how the county's goals would be effectuated in connection with the architectural and engineering (A&E) component of the project.

County Manager Burgess stated that the small business goals and resolution of the public safety issue within 30 days did not have to be a part of the BSA in order to be accomplished. He noted that including these types of provisions in the BSA complicated the County Commission's efforts to proceed with the BSA.

A motion to defer the foregoing item made by Commissioner Souto was not accepted by Vice Chairwoman Jordan.

Commissioner Moss suggested that the amendments approved by the City of Miami at their meeting today, incorporate the County's concern regarding small business goals.

Mr. DuPuy urged that the BSA move forward as presented. He noted that the concerns raised by members of the Board could be addressed in the various

agreements to be presented to the Board in July.

Commissioner Diaz urged that the BSA move forward as presented, with a direction that the public safety issue be resolved within 30 days, with all the other issues raised by the Board addressed in the agreements coming before the Board in July.

In response to Commissioner Moss's question regarding the County's liability if the future agreements were not approved by the Board, Assistant County Attorney Geri Bonzon-Keenan noted the liability was one-third of out-of-pocket costs.

Commissioner Seijas requested that the Labor Peace Agreement also be addressed within the 30 day period.

Mr. Samson noted that the Team would commit to work in good faith to reach an agreement regarding Labor Peace within the next 30 days.

Discussion followed regarding those issues that would be negotiated within 30 days, included as a part of the BSA, and those issues that would be included in the agreements due to come before the Board in July.

It was moved by Commissioner Barreiro that the foregoing proposed resolution be adopted as amended to include the two amendments made to the Baseball Stadium Agreement by the City of Miami; to provide that one member of the Project Coordination Team be designated by the Chair of the Board of County Commissioners; and a direction to the County Administration to negotiate with the appropriate parties and bring back an agreement in 30 days relating to public safety and fire service at the stadium and the labor peace agreement, with a provision that if an agreement was not reached, the county would have the right to terminate the Baseball Stadium Agreement without liability on its part. This motion was seconded by Commissioner Diaz.

Vice Chairwoman Jordan asked that when the Construction Administration Agreement was brought before the Board it address using the County's Small Business Department to ensure compliance with the CBE program on the design portion, and the CSBE program on the construction portion, of this project, and that the costs related to compliance on the construction portion be absorbed by the contractor.

Following discussion regarding the foregoing motion and concern that the proposed amendments were substantial and would require the agreement to go back through the process, Commissioner Barreiro restated his motion as follows:

It was moved by Commissioner Barreiro that the foregoing proposed resolution be adopted as amended to include the two amendments made to the Baseball Stadium Agreement by the City of Miami and to provide that one member of the Project Coordination Team be designated by the Chair of the Board of County Commissioners. The motion further directed County Staff to negotiate with the appropriate parties and return to the Board in 30 days with an agreement relating to public safety services and the labor peace agreement; and that the County's Small Business Department work with HOK on the design portion of the project. This motion was seconded by Commissioner Diaz, and upon being put to a vote, passed by a vote of 9-3,

(Commissioners Gimenez, Heyman and Souto voted no); (Commissioner Sorenson was absent).

Following the failure of Special Item No. 2, a proposed ordinance exempting the Florida Marlins from the Sustainable Buildings Program that was before the Board for adoption on first reading, Commissioner Seijas proposed an amendment be made to the Baseball Stadium Agreement relating to this issue.

It was moved by Commissioner Seijas that Special Item 1 be reconsidered. This motion was seconded by Commissioner Edmonson, and upon being put to a vote, passed by a vote of 12-0, (Commissioner Sorenson was absent).

Chairman Barreiro announced that the Special Item 1 was reconsidered, and was properly before the Board.

Discussion ensued regarding an amendment to the Baseball Stadium Agreement proposed by Commissioner Seijas relating to sustainability.

County Manager Burgess suggested that the date within the agreement by which the county must pass an ordinance waiving the sustainable building program be extended, in order for staff to report on the costs of pursuing Leadership in Energy and Environmental Design (LEED) Certification of the Baseball Stadium.

Upon concluding their discussion, it was moved by Commissioner Barreiro that the foregoing proposed resolution be adopted as amended, to include the amendments made in his prior motion that had passed, and the additional amendment to change the date by which the county will be required to pass an ordinance exempting the stadium from the sustainable building program from May 30, 2008 to July 31, 2008. This motion was seconded by Commissioner Diaz, and upon being put to a vote passed by a vote of 12-0, (Commissioner Sorenson was absent).

ORDINANCE(S) FOR FIRST READING

Special Item No. 2

080475 Ordinance

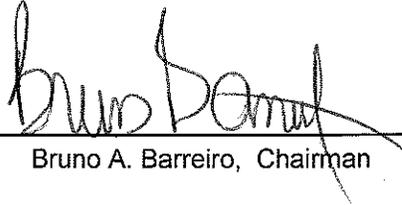
ORDINANCE EXEMPTING NEW FLORIDA MARLINS BALLPARK FROM APPLICATION OF PROVISIONS OF SUSTAINABLE BUILDINGS PROGRAM SET FORTH IN SECTIONS 9-71 THROUGH 9-75 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND EFFECTIVE DATE (County Manager)

The motion that this Ordinance be Adopted on first reading failed.

*Mover: Rebeca Sosa
Secunder: Jose "Pepe" Diaz
Vote: 5- 7*

*No: Jordan, Edmonson,
Heyman, Gimenez, Souto,
Martinez, Seijas
Absent: Sorenson*

ADJOURNMENT



Bruno A. Barreiro, Chairman

ATTEST: HARVEY RUVIN, CLERK



By: _____
Kay Sullivan, Deputy Clerk