



MIAMI-DADE COUNTY
FINAL OFFICIAL
Meeting Minutes

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

Monday, March 23, 2009
As Advertised

Harvey Ruvlin, Clerk
Board of County Commissioners

Kay Sullivan, Director
Clerk of the Board Division

Scott Rappleye, Commission Reporter, (305) 375-5108



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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; Katy Sorenson; Rebeca Sosa; Javier D. Souto

Members Absent: None.

Members Late: None.

Members Excused: None.

Members Absent County Business: None.

1 MINUTES PREPARED BY

Report: *Scott Rappleye, Commission Reporter, (305) 375-5108*

1A ROLL CALL

Report: *The honorable County Mayor Carlos Alvarez was present, as well as the following staff members: County Manager George Burgess; County Attorney Robert Cuevas and Assistant County Attorney Geri Bonzon-Keenan; and Deputy Clerks Diane Collins and Scott Rappleye.*

1B MOMENT OF SILENCE

Report: *Chairman Moss called the meeting to order at 1:13 p.m. The County Commission convened in a moment of silence followed by the Pledge of Allegiance.*

1C PLEDGE OF ALLEGIANCE

1D SPECIAL ITEMS

Report: County Attorney Robert Cuevas read Rule 6.05 regarding Decorum from the Board of County Commissioners Rules of Procedure. He noted that pursuant to Rule 3.02(a) of the Code of Miami-Dade County, this Special Meeting of the Board of County Commissioners was called to consider the approval of documents or matters relating to:

- The financing, funding, development, design, construction, naming and operation of a new Marlins ballpark, the parking facilities for the ballpark and the related public infrastructure, including, but not limited to the approval of: the terms of the Construction Administration Agreement, the Operating Agreement, the Assurance Agreement, the Non-Relocation Agreement, and the City Parking Agreement (collectively, the "Stadium Agreements"); waivers of formal bid procedures; and conveyance to the City of Miami of certain parcels;
- The disposition of legally available convention development tax receipts and the Interlocal Cooperation Agreement by and among the County, the City of Miami, and the Miami Sports and Exhibition Authority dated December 14, 2004 relating to the financing of the parking facilities for the ballpark;
- The approval of: bond ordinances and resolutions authorizing the issuance of Building Better Communities general obligation bonds and revenue bonds secured by legally available convention development tax receipts, professional sports tax receipts and tourist development tax receipts; and other bond related matters; and
- The approval of any other documents or matters relating to the financing, funding, development, design, construction, naming and operation of a new Marlins ballpark, the parking facilities for the ballpark and the related public infrastructure.

Chairman Moss noted the prime sponsor of each agenda item would have the opportunity to make the first motion. He explained that each Commissioner would have the opportunity to comment on the motion and to offer amendments, and the prime sponsor could accept or reject the amendments offered by each Commissioner. Chairman Moss pointed out the public hearing was a time for the public to make comments rather than ask questions; however, County staff would be available outside the Commission Chambers to address questions from the public.

SPECIAL ITEM NO. 1

090730

Resolution

Bruno A. Barreiro,
Jose "Pepe" Diaz,
Dennis C. Moss

RESOLUTION APPROVING AGREEMENTS FOR THE DEVELOPMENT AND CONSTRUCTION OF THE MARLINS' BALLPARK, RELATED PUBLIC INFRASTRUCTURE AND PARKING FACILITIES, FOR THE OPERATION OF THE COMPLETED BALLPARK AND PARKING FACILITIES, FOR THE MARLINS' GUARANTY OF THE BALLPARK DEVELOPER'S OBLIGATIONS, AND FOR THE MARLINS' ASSURANCES REGARDING NON-RELOCATION; WAIVING COMPETITIVE BIDDING FOR SELECTION OF DEVELOPER FOR CONSTRUCTION OF BALLPARK AND RELATED PUBLIC INFRASTRUCTURE, FOR SELECTION OF OPERATOR OF BALLPARK, FOR THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE WORK RELATED TO BALLPARK, AND PURCHASE OF BUILDING MATERIALS, SUPPLIES AND EQUIPMENT; AUTHORIZING CONVEYANCE OF CERTAIN NAMING RIGHTS TO STADIUM PREMISES; DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO PERFORM CERTAIN ACTS, EXPEND FUNDS UP TO \$9,300,000, AND EXERCISE CERTAIN CANCELLATION AND TERMINATION PROVISIONS, SUBJECT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION AND THE STADIUM AGREEMENTS; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ALL SUCH AGREEMENTS UPON FULFILLMENT OF CERTAIN CONDITIONS; AND WAIVING REQUIREMENTS OF RESOLUTION NO. R-130-06 RELATED TO FINAL FORM AND EXECUTION BY NON-GOVERNMENTAL PARTIES (County Manager)

Amended

Report: See Report Under Agenda Item Special Item No. 1 Amended, Legislative File No. 091009.

SPECIAL ITEM NO. 1 AMENDED

091009

Resolution

Bruno A. Barreiro,
 Jose "Pepe" Diaz,
 Dennis C. Moss

RESOLUTION APPROVING AGREEMENTS FOR THE DEVELOPMENT AND CONSTRUCTION OF THE MARLINS' BALLPARK, RELATED PUBLIC INFRASTRUCTURE AND PARKING FACILITIES, FOR THE OPERATION OF THE COMPLETED BALLPARK AND PARKING FACILITIES, FOR THE MARLINS' GUARANTY OF THE BALLPARK DEVELOPER'S OBLIGATIONS, AND FOR THE MARLINS' ASSURANCES REGARDING NON-RELOCATION; WAIVING COMPETITIVE BIDDING FOR SELECTION OF DEVELOPER FOR CONSTRUCTION OF BALLPARK AND RELATED PUBLIC INFRASTRUCTURE, FOR SELECTION OF OPERATOR OF BALLPARK, FOR THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE WORK RELATED TO BALLPARK, AND PURCHASE OF BUILDING MATERIALS, SUPPLIES AND EQUIPMENT; AUTHORIZING CONVEYANCE OF CERTAIN NAMING RIGHTS TO STADIUM PREMISES; DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO PERFORM CERTAIN ACTS, EXPEND FUNDS UP TO \$9,300,000, AND EXERCISE CERTAIN CANCELLATION AND TERMINATION PROVISIONS, SUBJECT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION AND THE STADIUM AGREEMENTS; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ALL SUCH AGREEMENTS UPON FULFILLMENT OF CERTAIN CONDITIONS; AND WAIVING REQUIREMENTS OF RESOLUTION NO. R-130-06 RELATED TO FINAL FORM AND EXECUTION BY NON-GOVERNMENTAL PARTIES [SEE ORIGINAL ITEM UNDER FILE NO. 090730] (County Manager)

*Adopted as amended
 Resolution R-318-09
 Mover: Bruno A. Barreiro
 Seconder: Jose "Pepe" Diaz
 Vote: 9- 4
 No: Heyman, Gimenez,
 Sorenson, Martinez*

Report: (See Report Under Agenda Item Suppl. Spec Item No. 1, Legislative File No. 090731.)

County Attorney Robert Cuevas read Special Item Nos. 1, 2, 3, 4, and 5 into the record.

Hearing no objection, the Commission considered Special Item Nos. 1-3 simultaneously.

The public hearing was opened and the following persons appeared before the Commission:

Ms. Carol Bowen, Director of Governmental Affairs, Associated Builders and Contractors, 3730 Coconut Creek Parkway Suite 200, Coconut Creek, spoke in support of the foregoing proposed resolution.

Mr. Andy Madtes, 1525 NW 167 Street, Miami, spoke in support of this proposed resolution.

Bishop Lee Variety, CEDIA Inc., 712 NW 62 Street, Miami, spoke in support of this proposed resolution.

Mr. Oswaldo Lento, Immediate Past President, Latin Builders Association, and Owner, Everglades Lumber, 6950 Sunrise Drive, Coral Gables, spoke in support of this proposed resolution.

Mr. Greg Mikenas, 4197 Kivey Drive, Lake Worth, spoke in support of this proposed resolution and urged the County to not allow the jobs generated by this project to be outsourced.

Mr. Bruce Freedman, 133 NW 100 Avenue, Plantation, spoke in support of this proposed resolution.

Ms. Brenda Riggins, President, Mars Contractors, Inc., 19504 SW 135 Court, Miami, spoke in support of this proposed resolution.

Mr. Daniel Garcia, Red Design Group, 1221 SW 27 Avenue Suite 200, Miami, spoke in support of this proposed resolution.

Mr. Christopher Beaton, 7705 Travelers Tree Drive, Boca Raton, spoke in support of this proposed resolution.

Ms. Sue Freedman, 133 NW 100 Avenue, Plantation, spoke in support of this proposed resolution.

Mr. Michael Bernstine, Miami Beach, spoke in opposition to this proposed resolution.

Mr. Joe Castillo, 20660 SW 124 Court, Miami, spoke in support of this proposed resolution.

Mr. Ronald Camones, 10960 SW 71 Street, Miami, spoke in support of this proposed resolution.

Ms. Runette Butts, 1622 NE 110 Terrace, Miami, spoke in opposition to this proposed resolution.

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Mr. Hashim Benford, 2144 SW 11 Street, Miami, spoke in opposition to this proposed resolution.

Mr. Eduardo Muhina, Red Design Group, 1221 SW 27 Avenue Suite 200, Miami, spoke in support of this proposed resolution.

Ms. Susan Weitz, 7441 Wayne Avenue #11-R, Miami Beach, spoke in opposition to this proposed resolution.

Mr. Al Huston, 799 NW 62 Street, Miami, spoke in support of this proposed resolution.

Mr. Miguel Fuentes, Florida Carpenter's Regional Council, 295 West 79 Place, Hialeah, spoke in support of this proposed resolution.

Mr. Valbert Guthrie, 1660 NW 130 Street, Miami, spoke in support of this proposed resolution.

Mr. Ashley Bosch, President, Builders Association of South Florida, spoke in support of this proposed resolution.

Mr. J.C. Calleiro, 4942 SW 87 Place, Miami, spoke in support of this proposed resolution.

Mr. Richard Gomez, Board of Directors, Builders Association of South Florida, and Vice-President, TGSV Enterprises, 10040 SW 33 Street, Miami, spoke in support of this proposed resolution.

Mr. Frank Bradley, 842 NE 121 Street, Biscayne Park, spoke in support of this proposed resolution.

Gunnery Sergeant Louis Slagle, 1881 79 Street, North Bay Village, spoke in support of this proposed resolution.

Mr. Willie Worlds, 2285 NW 102 Street, Miami, spoke in support of this proposed resolution.

Mr. Dago Castillo, 34 NW 17 Place #22, Miami, spoke in support of this proposed resolution.

Mr. Robert Plummer, 295 W 79 Place, Hialeah, spoke in support of this proposed resolution.

Mr. Dan Mendoza, 295 W 79 Place, Hialeah, spoke in support of this proposed resolution.

Ms. Olga Ramos, 3312 NW 9 Court, Miami, spoke in opposition to this proposed resolution.

Ms. Gloria Atkins, 261 NW 30 Street, Miami, spoke in opposition to this proposed resolution.

Mr. Regonald Munnings, Power U, 1130 NW 2 Avenue #302, Miami, spoke in opposition to this proposed resolution.

Mr. Jay Staley, President, American Federation of State, County, and Municipal Employees (AFSME) Local 121, 11560 SW 81 Terrace, Miami,

spoke in opposition to this proposed resolution.

Mr. Frank Nero, Beacon Council, spoke in support of this proposed resolution.

Mr. Robert Dollar, 7821 SW 99 Street, Miami, spoke in opposition to this proposed resolution.

Mr. Martin Margulies, 445 Grand Bay Drive, Key Biscayne, spoke in opposition to this proposed resolution.

Mr. Bill Diggs, Miami-Dade Chamber of Commerce, 11380 NW 27 Avenue, Miami, spoke in support of this proposed resolution.

Ms. Judith Gibson, 180 Barbados Drive, Jupiter, spoke in support of this proposed resolution.

Mr. Bill Riley, Business Manager, International Brotherhood of Electrical Workers Local 349, and President, South Florida Building Trades Council, 1657 NW 17 Avenue, Miami, spoke in support of this proposed resolution.

Mr. Clodoardo Barcia, 8341 SW 27 Street, Miami, spoke in support of this proposed resolution.

Rev. Abraham Thomas, 17320 NW 17 Avenue, Miami Gardens, spoke in support of this proposed resolution.

Ms. Fran Bohnsack, Urban Environment League, 5700 SW 67 Avenue, Miami, spoke in opposition to this proposed resolution and spoke in support of a baseball stadium at the former site of the Miami Arena.

Mr. Ramon Guillen, 338 NW 34 Street Apt. 3, Miami, spoke in support of this proposed resolution.

Mr. Juan Carlos Munoz, 14051 SW 54 Street, Miami, spoke in opposition to this proposed resolution.

Mr. Frank Del Vecchio, 301 Ocean Drive Apt. 604, Miami Beach, requested the Commission amend this proposed resolution to delete the covenant to use non ad valorem tax revenues if CDT and TDT were insufficient, and to substitute a security that the Marlins or Major League Baseball would provide for any shortages.

Mr. Paul Zilio, 1140 Quail Avenue, Miami Springs, spoke in support of this proposed resolution.

Mr. Fred Frost, President, South Florida American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), 2500 NW 97 Avenue #201, Miami, spoke in support of this proposed resolution.

Mr. Jeff Zinic, 701 Arena Boulevard, Miami, spoke in opposition to this proposed resolution.

Ms. Helen B. Williams, 9801 NW 25 Avenue, Miami, spoke in opposition to this proposed resolution.

Mr. Jerold Coburn, 5811 SW 63 Avenue, Miami, spoke in opposition to this proposed resolution.

Mr. Harry Weitzer, 3723 NE 214 Street, Miami, spoke in opposition to this proposed resolution.

Ms. Jane Winston, 1845 SW 18 Street, Miami, spoke in support of this proposed resolution.

Mr. Luis Quintero, Park Director, City of Sweetwater, 250 SW 114 Avenue, Miami, spoke in support of this proposed resolution.

Mr. Sixto Tamarit, 26504 SW 149 Place, Miami, spoke in support of this proposed resolution.

Mr. Barry Johnson, President and Chief Executive Officer, Greater Miami Chamber of Commerce, spoke in support of this proposed resolution.

Mr. Robert Peret, 706 Sanctuary Cove, West Palm Beach, spoke in support of this proposed resolution.

Mr. Jesus Ojito, 6144 E 6 Avenue, Hialeah, spoke in support of this proposed resolution.

Mr. Mark Trowbridge, President, Coral Gables Chamber of Commerce, spoke in support of this proposed resolution.

Mr. Benjamin Chiszar, 1789 NE Miami Gardens Drive #601, spoke in opposition to this proposed resolution.

Mr. Lazaro Guerra, 180 NE 168 Street, Miami, spoke in support of this proposed resolution.

Mr. Gustavo Tovar, 1758 W Flagler Street, spoke in support of this proposed resolution.

Ms. Alicia Diaz, 800 NW 13 Avenue #901, Miami, spoke in support of this proposed resolution.

Mr. Enrique Gonzalez, 789 NW 13 Avenue #213, Miami, spoke in support of this proposed resolution.

Mr. Dante Starks, 13230 NW 7 Avenue, Miami, spoke in support of this proposed resolution.

Ms. Renita Holmes, 6118 NW 7 Avenue, Miami, spoke in opposition to this proposed resolution.

Mr. Grady Muhammad, 6130 NW 7 Avenue, Miami, spoke in opposition to this proposed resolution. He spoke in support of a baseball stadium at the former site of the Miami Arena.

Mr. Albert Mirandh, 2112 NE 38 Road, Homestead, spoke in support of this proposed resolution.

Mr. Howard Kosowsky, 3832 Shipping Avenue, Miami, spoke in support of this proposed resolution.

Mr. Jack Russell, 9850 SW 80 Drive, Miami, spoke in opposition to this

proposed resolution.

Mr. Gary Johnson, 2320 NW 92 Street, Miami, spoke in opposition to this proposed resolution.

Mr. Hector Camps, 8101 Biscayne Boulevard Suite 306, Miami, spoke in support of this proposed resolution.

Ms. Gloria Sotolongo, 2985 SW 11 Street, Miami, spoke in support of this proposed resolution.

Mr. Mariano Cruz, 1227 NW 26 Street, Miami, spoke in opposition to this proposed resolution.

Ms. Patricia Knapp, 5900 N Surf Road, North Hollywood Beach, spoke in opposition to this proposed resolution.

Mr. Albert Bryan, 6510 SW 29 Street, spoke in opposition to this proposed resolution.

Ms. Cira Rabago, 1403 NW 7th Street Apt. 1008, spoke in support of this proposed resolution.

Mr. Roy Hardemon, 1854 NW 67 Street, requested the Commission amend this proposed resolution to ensure the community would benefit from the stadium agreements.

Mr. Lester Aviles, 21380 SW 112 Avenue, spoke in support of this proposed resolution.

The public hearing was closed after no other persons appeared in response to Chairman Moss' call for people wishing to be heard.

Mayor Manny Diaz, City of Miami, noted elected officials should be positive about the future and ensure that local government made investments that would serve future generations. He requested the Commission support this proposed resolution.

Mayor Julio Robaina, City of Hialeah, noted he supported this proposed resolution. He pointed out the City of Hialeah had voted in straw ballots since 1999 in favor of the Marlins staying in the County. He noted the Marlins and Major League Baseball had committed to dedicated funding sources for the baseball academy in Hialeah to serve the youth of South Florida.

Mr. Jeffrey Loria, Florida Marlins owner, expressed appreciation to all who attended and expressed their opinions on this proposed resolution. He noted his commitment to the Marlins and the community was the same as it was when he first bought the Marlins. He pointed out the Marlins had invested millions of dollars into the community, had been involved in thousands of hours of community service annually, and had cared about the visitors and the residents of the County and the City of Miami. He pledged that he was totally and absolutely committed to see the stadium, the Marlins, the County, and its residents flourish.

Mr. Bob Dupuy, President, Major League Baseball, noted he had been involved in more than 12 new stadium projects and all of them had involved political debate and all of the stadiums had a positive impact after they were

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built. He noted a Major League Baseball team provided unique benefits and unmatched international exposure to communities. Mr. Dupuy explained Major League Baseball shared the County's interest in the Marlins performing well. He pointed out the Marlins were in compliance with all Major League Baseball rules, and that the subservience language in this proposed resolution was standard language in all Major League Baseball agreements. Mr. Dupuy clarified this proposed resolution included language to protect the County if the subservience rules injured the County. He noted the Major League Baseball constitution mandated the provision the Major League Baseball could declare the stadium was unusable for any reason. He pointed out the County was also protected in this proposed resolution against Major League Baseball declaring the stadium unusable. Mr. Dupuy noted the Marlins owner was taking substantial risks in this proposed resolution and he was contributing an above average percentage of the costs.

Mr. Joe Sanchez, Chairman, City of Miami Commission, requested the County support this proposed resolution. He noted the stadium was a stimulus project for this community. He suggested the commissioners cast their vote based on whether this proposed resolution would be good for the City of Miami, for the County, and for the residents they represented. He suggested the stadium would be an investment in the County, the City, and in the future.

Mr. David Samson, President, Florida Marlins, noted the Marlins were doing their best to help with community problems. He pointed out the only changes to the agreements in this proposed resolution since February 21, 2008, when the Commission adopted resolution no. R-188-08, which approved the terms of and authorized the County Mayor or his designee to execute the Baseball Stadium Agreement, were changes that would benefit the community. He noted Mr. Loria mandated he get a deal done so the Marlins could stay in this community. Mr. Samson explained the Marlins would surpass the aspirational goals in this proposed resolution. He pointed out the Marlins wanted to include minorities and the Marlins embraced diversity. He stressed that the Marlins wanted to help the Parks and Recreation Department and provide baseball diamonds to help children stay out of trouble and to be productive citizens. He noted the Marlins would consider hiring ex-convicts and would hold them to the same standard as other employees to be on time and to do the job well. Mr. Samson explained that history showed that new baseball stadiums generated development in the surrounding areas, and that this proposed resolution included a commitment from the County to develop the surrounding area and connect it with downtown. He noted the Marlins would not support the proposed funding for the stadium if CDT and TDT funds would not be available for additional projects while those funding sources were used to finance the stadium. Mr. Samson noted County Manager Burgess had negotiated these agreements that protected the County and the taxpayers. Mr. Samson requested the Commission support this proposed resolution.

Mayor Carlos Alvarez noted the stadium was a high priority for him. He explained that the issue of using public funds on a baseball stadium was a question asked in every County mayoral debate for the 2004 election, and that the other candidates running for mayor opposed the use of public funds, whereas he supported the use of public funds. He clarified that the public electing him as mayor indicated the public's support for the proposed funding plan. Mayor Alvarez noted that creating jobs was an important issue in this item. He pointed out that the proposed revenue streams to fund the construction of the stadium had always been CDT, TDT, and PST, that during the 35 year financing plan the County would continue to experience economic ups and downs, and that the current economic crisis should not be an excuse

to not approve the proposed financing. Mayor Alvarez explained that the County Administration had analyzed the growth of the CDT, TDT, and SFFT since their inception and used those factual figures to create a conservative financial plan. He noted he would not have approved that this proposed resolution be on the agenda if he was not comfortable with the ability of the County to finance the stadium.

County Manager Burgess presented a PowerPoint presentation on the Baseball Stadium Agreement in this proposed resolution. He explained the stadium should be built because major league baseball stadiums had a proven track record of revitalizing neighborhoods, and because 3,300 jobs per year would be created. He noted the Orange Bowl site provided a place that previously had a sports stadium on it, and the County would spend much less on public infrastructure than other jurisdictions did for new stadiums. He pointed out the Orange Bowl site was 1.5 miles away from the government center, was even closer to the Civic Center, and was in an area that would be part of the future growth and expansion of the urban core. County Manager Burgess noted the Marlins intended to start construction on the stadium in July 2009, if the County met the July 1, 2009, deadline to secure financing.

County Manager Burgess pointed out this proposed resolution contained five agreements: Non-Relocation Agreement, Assurance Agreement, City Parking Agreement, Operating Agreement, and Construction Administration Agreement.

NON-RELOCATION AGREEMENT

County Manager Burgess explained that the Non-Relocation Agreement would obligate the Marlins to use the name Miami Marlins and to stay in Miami for the longer of 35 years or the term of the Marlins' debt to the County. He pointed out the Non-Relocation Agreement increased the payout percentage for profits on the sale of the Marlins to 70% in year 1, 60% in year 2, 50% in year 3, and 30% year 4, which were significantly higher than were previously proposed.

ASSURANCE AGREEMENT

County Manager Burgess explained the Assurance Agreement would allow the County to have a subordinate lien on the Marlins that would make the County's interest superior to the rights of any unsecured creditor to the Marlins if the Marlins could not meet their obligations to construct the stadium.

CITY PARKING AGREEMENT

County Manager Burgess noted the City Parking Agreement was primarily an agreement between the City of Miami and the Marlins, however, the County would sign the agreement. He explained the City would not have to construct all 6,000 parking spaces if the construction costs exceeded \$94 million. He pointed out the Marlins would pay for each parking space each year and for each game.

OPERATING AGREEMENT

County Manager Burgess pointed out the term of the Operating Agreement was 35 years or the term of the debt. The Marlins' rent payment would be \$2.3 million the first year and it would increase by 2% each year, the County Manager explained. He noted the County and the Marlins would contribute \$750,000 per year and the City of Miami would contribute \$250,000 per year to the Capital Reserve Fund to maintain this County owned stadium. He pointed out the Marlins would provide 10,000 complimentary tickets annually,

would allow the County and the City to use the stadium for an unlimited number of events during the off season and for four events each during the season, would allow both the County and the City to use a "community suite" designated for charity or public use for 40 games per year. County Manager Burgess noted the Marlins would donate \$100,000 in the first seven and a half years of this agreement to the County Park Foundation, as well as \$25,000 to the City Park Foundation. He pointed out the Commission would need to approve a waiver to allow the Marlins to be the Stadium Operator.

CONSTRUCTION ADMINISTRATION AGREEMENT

County Manager Burgess noted Hunt/Moss Construction (Hunt/Moss) and HOK Sports (HOK) had worked together before, and they had a superior track record for designing and building baseball and sports facilities. He explained that the Marlins conducted a competitive bidding process to select Hunt/Moss as the Construction Manager for the stadium. He pointed out the Commission had to approve the Marlins as the Stadium Developer and to approve Hunt/Moss as the contractor for the public infrastructure by a 2/3 majority. He clarified the 2/3 majority approval of Hunt/Moss as the contractor for the public infrastructure would protect the County from cost overruns caused by government and make the Marlins responsible for cost overruns.

County Manager Burgess explained the stadium was a \$644.5 million project: \$515 million for the stadium, \$94 million for parking garages, \$26 million for public infrastructure and LEED (Leadership in Energy and Environmental Design) certification, \$5 million in public infrastructure reserves, and \$4.3 million in soft costs. He noted URS validated that the \$515 million budget and the 34 month schedule for the stadium were very achievable. County Manager Burgess clarified the revenue sources for the \$515 million were revenues that were previously scheduled to go towards the Orange Bowl, or that were limited by the Code of Miami-Dade County to use on a stadium. He pointed out the City of Miami and the County would equally share the public infrastructure costs. He noted the Marlins' \$155 million contribution to the \$644.5 million stadium project would be \$30 million in cash equity, \$90 million of debt, and \$35 million in rent payments to the County. County Manager Burgess noted the County would provide 70% of the costs, which was below the 75% average support from public funds for Major League Baseball stadiums built since 1990.

County Manager Burgess noted the CAA required the Marlins to build the stadium in compliance with the County's CSBE, SBE, CWP, and Responsible Wages ordinances.

County Manager Burgess noted the County could terminate these agreements for convenience by June 1, 2009, or July 1, 2009. He explained the County planned to avoid using General Fund monies by structuring the financing and building CDT and TDT reserves. He stressed the County used thousands of municipal and government capital appreciation bond financings nationwide in the last four years, used the 7.6% average annual growth of the CDT since it began in 1984, used the 6.2% average annual growth in the TDT since it began in 1988, and used the 5.5% average annual growth in the PST since it began in 1992 to prepare a conservative long-term financing plan that assumed lower growth rates. County Manager Burgess used graphs of several different bed-tax growth projections to illustrate that the County would have the ability to pay its current and new debt obligations, to build a debt service reserve, and to pay for the stadium without accessing the non-ad valorem revenues that were the secondary pledge in this agreement. He pointed out the

County often used non-ad valorem revenues as a secondary pledge to enhance the credit worthiness of debt that would be incurred.

It was moved by Commissioner Barreiro that this proposed resolution be bifurcated to exclude the four (4) requested bid waivers. This motion was seconded by Commissioner Diaz, and upon being put to a vote, passed by a vote of 13-0.

It was moved by Commissioner Barreiro that this proposed resolution be adopted. This motion was seconded by Commissioner Diaz.

Chairman Moss noted each Commissioner would have an opportunity to discuss this proposed resolution. He explained that commissioners could proffer amendments to this proposed resolution that would be subject to Commissioner Barreiro accepting them as part of his motion. He clarified the motion to bifurcate the four requested bid waivers would separate the parts of this proposed resolution that required a super majority vote for approval from the parts that required a simple majority.

Discussion ensued among Commissioner Martinez, Chairman Moss, and County Attorney Cuevas clarifying whether the funding for the stadium had been bifurcated or had remained in the body of this proposed resolution.

Commissioner Rolle clarified Commissioner Barreiro, the maker of the motion, would control whether a proffered amendment was included as part of the motion.

Commissioner Gimenez pointed out that a majority of the Commission could override the ruling established by Chairman Moss that only Commissioner Barreiro could accept proffered amendments as part of the motion on the floor.

Chairman Moss requested the Commission vote now whether to override his ruling for amending the motion.

Following further discussion among the Commission and the County Attorney regarding Chairman Moss' procedural decision regarding proffered amendments, it was moved by Commissioner Gimenez that Chairman Moss' ruling be overturned and that commissioners could submit amendments that would be debated and voted on, and upon receiving a majority vote, the amendments would become part of the motion to adopt this proposed resolution.

Responding to Commissioner Sosa's inquiry regarding the City of Miami needing to reconsider this proposed resolution if the County amended it, County Attorney Cuevas advised the Board that the City of Miami could not accept any substantive changes to this proposed resolution without the City Commission adopting them.

Following further discussion among commissioners regarding the procedure for proposed amendments, County Attorney Cuevas clarified the City of Miami City Attorney and staff had authority to approve non-substantive changes without the City Commission voting on them.

Discussion continued among the Commission regarding the procedure that would be followed for the Commission amending this proposed resolution.

Hearing no other questions or comments on the motion to overturn Chairman Moss' ruling and that commissioners could submit amendments that would be debated and voted on, and upon receiving a majority vote, the amendments would become a part of the motion to adopt this proposed resolution, the Commission proceeded to vote, and upon being put to a vote, failed by a vote of 4-9 (Commissioners Barreiro, Edmonson, Jordan, Martinez, Seijas, Sosa, Souto, Diaz and Chairman Moss voted "No").

Commissioner Sosa questioned whether the County would use property taxes, in any way, to support the provisions in any of the agreements in this proposed resolution.

County Manager Burgess noted the County would not use property taxes, except as a secondary pledge to the \$81 million of CDT bonds. He pointed out the County had never accessed a secondary pledge or defaulted on a payment. He explained that the County would enter a covenant pledging to budget \$35 million from non ad valorem tax revenues as debt-service payments in the capital outlay reserve fund, however, the County would also budget in the capital outlay reserve fund the Marlins' rent payments. County Manager Burgess clarified the County would ensure that the Marlins' rent payments would equal or exceed the debt-service payments.

Commissioner Sosa noted she was not pleased that the Marlins had agreed to have only 50% of the workforce on the stadium be county residents. She questioned whether the percentage could be increased to ensure jobs for unemployed county residents.

Mr. Samson noted the Marlins intended to have the workforce be as close to 100% county residents as possible.

Responding to Commissioner Sosa's inquiry regarding the Marlins making affordable tickets available for every game, Assistant County Attorney Geri Bonzon-Keenan advised this proposed resolution had a provision that would ensure the Marlins provided those tickets for every game.

Commissioner Sosa questioned whether the County would have any liabilities if the Commission approved the bid waivers in this proposed resolution.

County Manager Burgess noted the bid waivers were essential to protect the County's interests.

In response to Commissioner Sosa's inquiry regarding the change to the CAA that a City of Miami designee would sit on the Review Committee that established the SBE, CSBE, and CWP participation goals, County Manager Burgess explained the Review Committee was a County committee and all members of the committee would be County representatives except for baseball related issues when the City designee would be on the Committee.

Commissioner Gimenez expressed concern that the County Manager projected the CDT and TDT revenues using assumptions. He pointed out the United States was having its deepest recession since World War II and the economic uncertainty was high. He expressed concern regarding the General Fund being a secondary pledge to the CDT bonds. Commissioner Gimenez expressed concern that the Marlins were asking the County for \$500 million to build the stadium without providing the County information regarding the team's financial situation.

In response to Commissioner Gimenez's inquiry regarding the impact of Mr. Loria selling 49% of team ownership after the Commission approved this proposed resolution, Assistant County Attorney Bonzon-Keenan advised the County would receive 0% of the profits on the sale of that 49% of team ownership.

Discussion ensued between Commissioner Gimenez and Assistant County Attorney Bonzon-Keenan regarding the County having limited ability to be compensated if Major League Baseball moved the Marlins out of Miami.

Commissioner Gimenez explained this proposed resolution did not have a tangible result that would benefit the community.

Commissioner Gimenez requested this proposed resolution be amended to allow the Commission to rescind any authority delegated to the County Mayor or his designee in all the agreements in this proposed resolution.

Responding to Commissioner Barreiro's question whether Commissioner Gimenez's requested amendment was a substantive amendment, Assistant County Attorney Bonzon-Keenan advised the City of Miami Attorney would determine whether the requested amendment was substantive, however, she thought this requested amendment was specific to the County and that it would likely not be a substantive change.

Commissioner Barreiro noted he would accept Commissioner Gimenez's requested amendment, subject to the City of Miami Attorney determining that the amendment was not substantive. He clarified that he would not accept any substantive amendments, and that he would consider all non-substantive amendments on a case-by-case basis.

Commissioner Gimenez requested this proposed resolution be amended to provide in Section 6 of the Non-Relocation Agreement that the only transfer of Marlins ownership that would be exempt from the requirements of Section 6 was the initial transfer of ownership from the controlling owner to Mr. Loria's estate upon his death.

Commissioner Barreiro did not accept this requested amendment.

Commissioner Gimenez requested this proposed resolution be amended in Section 6 of the Non-Relocation Agreement, handwritten pages 343 and 344, that the percentage of the Net Proceeds of the sale of the franchise that the County and the City of Miami would share would be 10% for the term of this agreement beginning in year 1 of the Operational Phase, and that the imputed value of the franchise be the Net Proceeds from the sale of the franchise.

Commissioner Barreiro did not accept this requested amendment.

Commissioner Gimenez requested this proposed resolution be amended to waive formal bid procedures and to authorize the County Attorney's Office to contract with an independent auditor, and other professionals as necessary, to review the stadium agreements and the documents to be made available by the Marlins and its affiliates, including the financial statements and the cash flow statements, in order to assess and prepare a report regarding the capability of the Marlins to meet its financial obligations in this proposed resolution, and that the County Attorney's Office submit this report to the Commission before the County issued any baseball stadium bonds.

Commissioner Barreiro did not accept this requested amendment.

Commissioner Gimenez requested this proposed resolution be amended to remove all clauses that made the agreements in this proposed resolution subordinate to Major League Baseball Rules and Regulations.

Commissioner Barreiro did not accept this requested amendment. He noted Major League Baseball needed to be involved.

Commissioner Gimenez clarified he was concerned that Major League Baseball was not a party to this contract, however, it could override the conditions of this contract. He requested this proposed resolution be amended in the CAA to provide that a 2/3 majority of the County Commission was required to approve the use of General Fund monies on a pay-as-you-go basis or as a primary pledge to issue bonds in an amount sufficient to fund the County's portion of this proposed resolution.

Commissioner Barreiro did not accept this requested amendment.

Commissioner Gimenez requested this proposed resolution be amended to provide that the County and the City of Miami share up to 10% of the gross revenues that the Operator would receive pursuant to Section 4.3 of the Operating Agreement, that this 10% would be shared on a pro rata basis based on what the County and City financially contributed to the stadium project, and that the tax exempt status of the County bonds would not be impacted.

Commissioner Barreiro did not accept this requested amendment.

Commissioner Seijas requested clarification regarding the provision on handwritten page 76 that CSBEs and SBEs with an actual place of business in the County, including areas designated as Neighborhood Development Zones (NDZ), would have an equal opportunity to compete for business in the Baseball Stadium Project.

Assistant County Attorney Bonzon-Keenan advised this provision would provide that any business within the County that was inside or outside the NDZ would have an equal opportunity to bid on the Baseball Stadium Project.

Following further discussion among Commissioner Seijas, Assistant County Attorney Bonzon-Keenan, and County Manager Burgess regarding the provisions of this proposed resolution, Commissioner Seijas requested this proposed resolution be amended to change on handwritten page 72 the words "desire to" to "shall" in Section 4.5 of the CAA.

Mr. Samson noted the County Administration would decide whether to pursue LEED certification and silver status for the stadium. He clarified the Marlins were committed to building the first retractable roof stadium that achieved silver status.

Commissioner Barreiro noted he would accept Commissioner Seijas' requested amendment to Section 4.5 of the CAA.

Responding to Commissioner Seijas' inquiry regarding the 5.81% CSBE goal for the architectural design of the stadium, Mr. Samson noted the Marlins were on schedule to surpass this CSBE goal.

Commissioner Seijas expressed concern regarding the language in the Non-Relocation Agreement that the Marlins would continue to engage in relocation talks until substantial completion was made on the stadium.

Assistant County Attorney Bonzon-Keenan advised the Marlins would commit to cease all relocation talks, except for relocation talks on temporarily relocating until the substantial completion of the stadium.

Mr. Samson noted the Marlins concurred with the Assistant County Attorney's explanation of the language regarding relocation talks. He pointed out the Marlins' existing lease at Dolphin Stadium would expire in 2010 and the Marlins would need a new lease for 2011.

In response to Commissioner Seijas' concern regarding personal liability for this proposed resolution, County Attorney Robert Cuevas advised the Community Compact Agreement had been rescinded and that no Commissioner would be individually exposed.

Commissioner Heyman expressed concern that the majority of stadium supporters used the economy and jobs as their reasons for support. She pointed out the County could generate jobs and stimulate the economy by using the earmarked funds on other construction projects.

Responding to Commissioner Heyman's comments regarding other eligible uses of the earmarked funds, County Manager Burgess explained that the light rail trolley to Miami Beach would have to be funded by the City of Miami Beach's 2/3 share of CDT funds, and that this proposed resolution would use the City of Miami's 1/3 share of CDT funds; that this proposed resolution would use the 20% share of the TDT that had to be used for projects in the City of Miami; and that the PST was established to fund debt service on bonds issued for professional sports facilities. He noted the funds that were earmarked for the stadium could not be used for education and social services.

Commissioner Heyman expressed concern that the County would pay \$1.9 billion to repay the \$300 million in bonds that it would issue for the stadium. She questioned the impact of a 0.5% rate increase on the cost to the County to repay the \$300 million in bonds.

County Manager Burgess noted the County did not know the interest rates of the bonds until they were priced and could not accurately answer Commissioner Heyman's question.

Responding to Commissioner Heyman's question on the impact to the County if the State of Florida Department of Revenue (DOR) did not approve the County's sales tax exemption procedures, Assistant County Attorney Bonzon-Keenan advised the County would have to fund up to \$4.4 million more towards the stadium projects budget.

Commissioner Heyman pointed out the participation levels of CSBE, SBE, and CWP programs had been described as goals, aspirations, or interests. She questioned how legally binding these descriptions of those participation levels were.

Assistant County Attorney Bonzon-Keenan advised the Marlins were required to make good faith efforts to meet the aspirational goals and to establish outreach programs during construction and operation of the stadium with the intent to achieve these goals.

In response to Commissioner Heyman's inquiry regarding the County having recourse if the Marlins did not meet the goals and aspirations in this proposed resolution, Assistant County Attorney Bonzon-Keenan advised the County's only recourse was to file a lawsuit and argue that the Marlins did not make a good faith effort.

Commissioner Heyman requested this proposed resolution be amended to delete the General Fund as a secondary pledge in the CAA and to ensure that no General Funds would be used to fund the stadium.

Commissioner Barreiro did not accept Commissioner Heyman's requested amendment.

Commissioner Heyman requested this proposed resolution be amended to include the performance and financial obligations of the Stadium Operator in the Operating Agreement as part of the Assurance Agreement.

Commissioner Barreiro did not accept Commissioner Heyman's requested amendment.

Commissioner Heyman requested this proposed resolution be amended to include Major League Baseball as a party to the Non-Relocation Agreement that would be financially liable to the County if the Marlins left the County during the term of this agreement.

Commissioner Barreiro did not accept Commissioner Heyman's requested amendment.

Commissioner Heyman requested this proposed resolution be amended in Section 6 of the Non-Relocation Agreement to provide that any transfer of team ownership after the initial transfer of ownership following the death of Mr. Loria to his designated heir would be subject to the County and City of Miami revenue sharing provisions of Section 6.

Commissioner Barreiro did not accept Commissioner Heyman's requested amendment.

Commissioner Heyman requested this proposed resolution be amended to require the Marlins provide an irrevocable \$20 million letter-of-credit for project cost overruns.

Commissioner Barreiro did not accept Commissioner Heyman's requested amendment.

Commissioner Heyman requested this proposed resolution be amended to add a provision that the County would not be financially liable if the DOR did not approve the County's sales tax exemption procedures.

County Manager Burgess pointed out the requested approval was contingent on the County being liable if the DOR did not approve the request.

Mr. Ray Baker, Assistant to the County Manager, County Executive Office, noted three of the four DOR representatives had given the County's request a favorable review and the final review should be done in approximately one week.

FINAL OFFICIAL

Commissioner Barreiro did not accept Commissioner Heyman's requested amendment.

Commissioner Heyman requested this proposed resolution be amended to delete in the CAA that CDT funds would be a funding source for the stadium.

Commissioner Barreiro did not accept Commissioner Heyman's requested amendment.

Commissioner Heyman noted she would not support this proposed resolution. She explained the financial risk and exposure to the County was too great, especially during this economic recession.

Commissioner Edmonson expressed appreciation to the Marlins, the County Administration, and the County Attorney's Office for their help on stadium issues.

In response to Commissioner Edmonson's question regarding his intentions to sell ownership in the Marlins, Mr. Loria stated he did not intend to sell ownership in the Marlins.

Responding to Commissioner Edmonson's request for an explanation of the meaning of the words "pledge" and "essential" in the last sentence of Section 6.2 in the CAA on handwritten page 86, Assistant County Attorney Bonzon-Keenan advised the County could not use non-ad valorem revenues to pay its obligations to the stadium without first paying existing debt obligations and without first adequately funding essential services.

Commissioner Edmonson questioned the County's liability for delays in the purchase and transport of construction materials and equipment if DOR approved the County's request that these purchases be tax exempt.

Assistant County Attorney Bonzon-Keenan advised Section 6.5.1 of the CAA excluded the County from liability related to the sales tax exemption program.

Responding to Commissioner Edmonson's inquiry regarding the ability of the County to sell bonds for the stadium, County Manager Burgess noted the ability of the County to sell bonds for the stadium was unknown until the County tried to sell the bonds. He pointed out the County could cancel this agreement if the County could not sell the bonds for the TDT contribution.

Commissioner Edmonson noted, for the record, that many amendments made to the Baseball Stadium Agreement (BSA) when the City of Miami Commission adopted the BSA were amendments requested by County commissioners in private negotiations with the Marlins. She requested this proposed resolution be amended to add to the Operating Agreement the following language: "In the event of a national disaster, the Baseball Stadium may be used by the County as an emergency shelter or disaster recovery site at no cost to the County."

Commissioner Barreiro noted he would accept Commissioner Edmonson's requested amendment if the City of Miami did not deem this provision to be a substantive change.

Responding to Commissioner Martinez's questions regarding the number of people from the local workforce that Hunt/Moss would employ to build the stadium, Mr. Ken Johnson, Vice-President, Hunt/Moss, explained Hunt/Moss

usually held employee orientation for between 3,000 and 5,000 employees for each of the six Major League Baseball stadiums they had built.

Commissioner Martinez pointed out this proposed resolution did not guarantee a specific number or type of jobs for County residents. He stressed the importance of the County funds going to County residents working on the stadium.

Mr. Dupuy responded to Commissioner Martinez's questions regarding the impact of the new stadium on the Marlins fielding a competitive team.

Commissioner Martinez questioned whether the CDT funds in this proposed resolution could be used for a light rail trolley from the City of Miami to the City of Miami Beach.

County Manager Burgess explained the CDT funds that could be used on a light rail trolley to Miami Beach was the 2/3 portion that was allocated to the City of Miami Beach. He clarified this proposed resolution would use the City of Miami's 1/3 portion of CDT funds. He pointed out this proposed resolution would use TDT funds from the 20% portion that was limited to projects within the City of Miami.

Responding to Commissioner Martinez's inquiry regarding the use of TDT funds for beach renourishment, County Manager Burgess explained the County ordinance regarding the use of TDT funds designated 60% for the Greater Miami Visitors Conventions Bureau, 20% for the City of Miami, and 20% for the County. He clarified this proposed resolution would use TDT funds from the City of Miami's portion and the City of Miami had no beaches that needed renourishment.

Commissioner Martinez requested this proposed resolution be amended to give the County a 20% ownership share in the Marlins in return for its financial contribution to the stadium.

Mr. Sampson noted the Marlins would not agree to Commissioner Martinez's requested amendment.

Following the County Manger responding to Commissioner Martinez's questions regarding the County using \$35 million from the Capital Outlay Reserve Fund to finance stadium construction, Commissioner Martinez expressed concern regarding the possibility of the County using general fund monies to pay for the stadium. He questioned whether the Mayor had guaranteed that the County would not use General Fund monies.

County Mayor Alvarez pointed out that the term of these agreements was 35 years, and that no one could guarantee whether General Fund monies would be used over that 35 year term.

Commissioner Martinez noted he could not support the proposed financing for the stadium in this proposed resolution.

Commissioner Jordan noted members of the community expressed concern regarding this proposed resolution not having definitive SBE, CSBE, and CWP goals. She explained the County could not, legally, include definitive goals. She pointed out the Department of Small Business Development (SBD) would review the 65 bid packages for work on the stadium and identify what trades or small businesses could be eligible to bid on each package and set

SBE, CSBE, and CWP goals for the package.

Mr. Samson noted the Marlins would hold 12 outreach programs in the next 30 days to help small businesses become SBE, CSBE, and CWP certified.

In response to Commissioner Jordan's inquiry regarding the time frame for the Marlins to build three baseball parks in each Commission district, Mr. Samson noted the Marlins would build at least one ballpark every year for the 35 year life of these agreements.

Responding to Commissioner Jordan's question regarding how the County would provide services for the increased demand for small business needs, County Manager Burgess noted the County would have a representative at the stadium site for small business purposes. He explained that Major League Baseball, the Marlins, and the County would each pay 1/3 of the payroll costs for that County employee.

Commissioner Jordan pointed out that the County's small business programs applied only to the construction of the stadium, and that those programs would apply to stadium operations only if the Marlins voluntarily applied them to the operations.

Mr. Samson noted the Marlins goal for the involvement of small businesses in stadium operations was 15% of the operating expenses.

Pursuant to Commissioner Jordan's request that her requested amendment be read into the record, Assistant County Attorney Bonzon-Keenan read the following requested amendment on handwritten page 213, after the second complete sentence in Section 4.2 of the Operating Agreement:

"The Operator shall comply with the County's Small Business Enterprise (SBE) program in awarding service agreements. The Operator shall create business opportunities for SBEs with a view to creating a minimum participation goal for SBEs of 15% of the total value of all service agreements. The final SBE goal shall be established by the County in accordance with the process set forth in the SBE program provisions. The SBE goal shall be subject to final approval by the Board and shall be submitted to the Board simultaneously with the final terms of the Outreach Program, as specified in Section 7.2 of the Agreement. The Operator shall comply with the terms of the SBE Program and shall submit annual compliance reports to the Department of Small Business Development. Any SBE which qualifies shall also be counted towards satisfying the local business initiatives described in Section 7.2 below."

Commissioner Jordan clarified the intent of the SBE program was to help small businesses run by women, Hispanics, and blacks.

Commissioner Barreiro accepted Commissioner Jordan's requested amendment if the City of Miami did not deem this provision to be a substantive change.

Commissioner Jordan pointed out the CSBE program was a County program and did not impact the City of Miami. She noted that her requested amendments related to ensuring small businesses were promptly paid in the CSBE program, and that these requested amendments would not increase the costs of this proposed resolution.

Pursuant to Commissioner Jordan's request, Assistant County Attorney Bonzon-Keenan read Commissioner Jordan's requested amendment on handwritten page 79 to add Section 5.2.1 Community Small Business Enterprises (CSBEs) as follows:

- (a) The Construction Management Agreement shall provide that no CSBE entering into a contract or subcontract for \$200,000 or less shall at any time be required to execute and deliver a payment and performance bond as a condition of executing such contract or subcontract or performing the work. The Construction Management Agreement shall further provide that any advertisement for bid or other competitive solicitation which contains a CSBE goal shall contain a notice of this exception.
- (b) The Construction Management Agreement shall provide that whenever a payment and performance bond is required of a CSBE in connection with its work, each subcontractor which is not a CSBE shall to the same extent, proportionate to the value of the subcontract, be required to execute and deliver a payment and performance bond in connection with its work.
- (c) The Construction Management Agreement shall provide that, at the option of a CSBE, the CSBE shall be paid up to five percent (5%) of the value of the subcontract, exclusive of contingencies, in advance, upon written evidence reasonably satisfactory to the Construction Manager and SBD of the CSBEs imminent expenditure of those funds for mobilization directly related to the work. Such written evidence may include, but is not limited to, executed contracts, purchase orders, and invoices.
- (d) The Construction Management Agreement shall provide that, at the option of a CSBE, and provided that the CSBE is not in breach of its payment and performance obligations under the subcontract, the Construction Manager shall pay directly for the purchase of any material to be incorporated in the work which is the object of the CSBE's subcontract. Such direct payment shall be made by dual party check made payable to the material supplier and the CSBE and shall be credited against the Construction Manager's payment obligations under the subcontract and credited against the agreed items in the schedule of values where the materials were used.
- (e) The Construction Management Agreement shall provide that the Stadium Developer shall retain from any payment otherwise due to the Construction Manager any amount owed by the Construction Manager to a CSBE, which amount has not been paid or has been withheld in violation of the prompt payment provisions of Section 10-33.02 of the Code of Miami-Dade County.
- (f) The Construction Management Agreement shall provide that the retainage withheld from payments to CSBEs not exceed five percent (5%) after fifty percent (50%) completion of the construction services purchased under the CSBE's contract, and that any and all amounts withheld in retainage under a CSBE's contract be paid in full within ninety (90) days following the satisfactory completion of the CSBE's work in compliance with its subcontract.
- (g) The Construction Management Agreement shall provide that disputes between the Construction Manager and any CSBE shall be submitted to expedited alternative dispute resolution in a manner similar to that provided for in Section 14.2 of this Agreement.
- (h) The Construction Manager shall not withhold or defer the payment of any claim to a CSBE which the Construction Manager believes should be payable to a CSBE based on the rationale that the claim is the subject of a payment requisition or change order request which has not been paid or funded. CSBE subcontracts shall not contain "pay when paid" clauses or similar clauses designed for that purpose.
- (i) The Construction Management Agreement shall provide that within 48 hours of the Construction Manager becoming aware of a performance problem with a CSBE subcontractor, the Construction Manager shall notify

the CSBE of such problem, in writing and with sufficient specificity to allow the CSBE to identify and redress the problem, and shall allow the CSBE a reasonable cure period.

(j) The Construction Management Agreement shall provide that any and all insurance requirements to be applicable to CSBEs shall be disclosed with specificity in the bid or other competitive solicitation documents for work with CSBE goals and that the Construction Manager shall not at any time impose any insurance requirement in connection with a CSBE that has not previously been disclosed in the bid or other competitive solicitation document for the work.

(k) The Construction Management Agreement shall require the Construction Manager to establish a program to verify worker's compensation insurance coverage, unemployment taxes, withholding taxes and social security retention from any and all persons used for the performance of construction work in the Baseball Stadium Project.

Commissioner Jordan noted the proposed Section 5.2.1(a) was based on State Statute and was in the County's CSBE ordinance.

Mr. Samson noted this proposed resolution had provisions requiring the Marlins to comply with all County ordinances. He noted the Marlins would not accept amending this proposed resolution to add Section 5.2.1(a), however, the Marlins would do what that proposed subsection required by following all provisions of the Code of Miami-Dade County.

County Attorney Cuevas advised that the existing State and County laws did not require performance bonds for CSBE projects below \$200,000 and that the proposed Section 5.2.1(a) went beyond the limits of the County Code. He advised that Mr. Samson's response indicated the Marlins did not accept this proposed amendment.

Commissioner Barreiro noted he would not accept subsection (a) in Commissioner Jordan's requested amendment because it was more stringent than the existing County Code.

Mr. Samson noted the Marlins would accept subsections (d), (f), (i), and (j) in the proposed Section 5.2.1, if the City of Miami did not deem these provisions to be substantive changes.

Commissioner Jordan noted she would present legislation amending the CSBE program in the County Code to incorporate subsections (a), (b), (c), (e), (g), (h), and (k) in her requested amendment. She pointed out those subsections would not apply to this proposed resolution even if the Commission adopted the legislation she would present. She urged the Marlins to reconsider accepting these subsections.

County Attorney Cuevas advised that this proposed resolution had provisions in the CAA that the County and the City of Miami could be liable for cost overruns that resulted from changes in law that added to the cost of the project.

Commissioner Barreiro accepted subsections (d), (f), (i), and (j) in Commissioner Jordan's requested amendment to add Section 5.2.1, if the City of Miami did not deem this provision to be a substantive change.

Pursuant to Commissioner Jordan's request, Assistant County Attorney Bonzon-Keenan read Commissioner Jordan's requested amendment to

Section 5.2(g) of the CAA to read as follows:

"If the Construction Manager is unable to make up the deficit on future phases of the construction of the baseball stadium and the Construction Manager had failed to exercise reasonable good faith efforts to achieve such goals, then the Stadium Developer agrees to make a contribution equal to 200% of the deficit percentage of the construction phases in question into the Department of Business Development's compliance trust fund."

Commissioner Barreiro did not accept Commissioner Jordan's requested amendment.

Commissioner Seijas noted this proposed resolution needed to be amended to be consistent with the amendments Commissioner Barreiro accepted from Commissioner Jordan. Commissioner Seijas asked that this proposed resolution be amended to add on handwritten page 81, in Section 5.4, of the Construction Administration Agreement, the letter (f) to read as follows: "receive reports and records pertaining to the Construction Outreach Program and the utilization of the Community Small Business Enterprise (CSBE), SBE, and Community Workforce Programs (CWP)."

County Attorney Cuevas explained the forgoing requested amendment would add one task to the function of the Project Coordination Team.

Commissioner Barreiro accepted Commissioner Seijas' requested amendment if the City of Miami did not deem this provision to be a substantive change.

Commissioner Seijas requested this proposed resolution be amended to add on handwritten page 81 in Section 5.5 of the Construction Administration Agreement after the first sentence, if the City of Miami did not deem this provision to be a substantive change, the following language: "In addition, the Outreach Administrator shall be given the opportunity to review any and all documents reasonably necessary to verify compliance with the Construction Outreach Program and utilization of CSBE, SBE, and CWP programs."

Commissioner Barreiro accepted Commissioner Seijas' requested amendment if the City of Miami did not deem this provision to be a substantive change.

Commissioner Seijas requested this proposed resolution be amended to add on handwritten page 85 at the end of Section 5.14 of the Construction Administration Agreement, if the City of Miami did not deem this provision to be a substantive change, the following language: "The County shall have the right to contract with an independent professional (Outreach Administrator) and such Outreach Administrator shall be tasked with the responsibility of assisting the County, the City, and the Team with the development of the Construction Outreach Program, and with monitoring compliance of such program, and CSBE, SBE, and CWP programs."

Commissioner Seijas requested this proposed resolution be amended to add on handwritten page 122 to the end of Section 15.27 of the Construction Administration Agreement, if the City of Miami did not deem this provision to be a substantive change, the following language: "The Outreach Administrator shall have the right to audit the books, records, and documents of the Stadium Developer relating to the hiring and work of CSBEs, SBEs, workers pursuant to the CWP, and to the Construction Outreach Program. The Stadium Developer shall provide in the Construction Management

Agreement that the Construction Manager and its subcontractors shall also keep and maintain all books, records, and documents of all kinds related to their obligations under the Construction Management Agreement and any related subcontracts and that the Outreach Administrator shall have the right to audit the Construction Manager's and subcontractor's books."

Commissioner Barreiro accepted Commissioner Seijas' requested amendments if the City of Miami did not deem these provisions to be a substantive change.

County Attorney Cuevas advised that the amendments proffered by Commissioner Seijas regarding the Outreach Administrator intended to include the Outreach Administrator as part of the Project Coordination Team.

Mr. Samson noted the Marlins were opposed to the Outreach Administrator being included as part of the Project Coordination Team. He explained the Marlins would agree to put the proposed Section 5.21 (d), (f), (i), and (j) into the Marlins' agreement with the Construction Manager, therefore, the CAA would not need to be amended and the uncertainty regarding substantive changes would be avoided.

Commissioner Souto noted, for the record, his vote on this proposed resolution was not for sale. He expressed concern regarding the current condition of the economy. He explained he wanted to keep the County's economy alive.

Responding to Commissioner Souto's inquiries regarding the ability of the Marlins to expand its donations to the Parks Foundation of Miami-Dade County and the reason those donations would be for seven and a half years, Mr. Samson explained that the Marlins would donate \$500,000 per year into the community for the term of this agreement, and that \$100,000 of that \$500,000 would be earmarked for the Parks Foundation for the first seven and a half years. He noted the Marlins would have additional opportunities to partner with the Parks and Recreation Department.

Following Commissioner Souto stressing his concern that the donations to the Parks Foundation were not guaranteed beyond seven and a half years, Mr. Samson noted he would work with Commissioner Souto to ensure the Parks and Recreation Department and the Marlins were always working together.

Commissioner Rolle requested this proposed resolution be amended to add a provision directing the County Mayor to submit monthly reports to the Board on the Construction Manager's progress and compliance with the CSBE, SBE, CBE, CWP, Construction Outreach Program, and Outreach Program.

Commissioner Barreiro accepted Commissioner Rolle's requested amendment.

Commissioner Rolle requested this proposed resolution be amended to delete on handwritten page 77, from the third line the following language: "The SBD has recommended that the" and to add "shall," to that same line following "the Construction Manager" in Section 5.2(b) of the Operating Agreement, if the City of Miami did not deem this revision to be a substantive change.

County Manager Burgess noted the County could mandate that the County's clearing house be used, but not make it the only clearing house used by the

Construction Manager.

Commissioner Barreiro noted he would accept Commissioner Rolle's requested amendment with modified language to reflect the County Manager's comments.

Commissioner Rolle asked the County Manger to ensure that the location of the clearing houses was well publicized. He requested that this proposed resolution be amended to mandate that a construction outreach program be located at the union hall on NW 62 Street between 7th and 8th Avenues.

Commissioner Barreiro did not accept Commissioner Rolle's requested amendment.

Responding to Commissioner Rolle's inquiry regarding the input commissioners would have on the 39 new or improved baseball fields, Mr. Samson noted the Marlins intended to work with the Commissioner of the District where the baseball fields would be located.

Commissioner Rolle questioned how entities like the Contractor Resource Center and the labor unions would fit into this proposed resolution.

County Manager Burgess recommended that Commissioner Rolle meet with the Marlins to discuss how those entities could be used.

Commissioner Rolle noted he supported this proposed resolution, however, he was more supportive of other projects that had a more direct impact on his district.

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Report

REPORT ON SPECIAL ITEM NO. 1 (CONTINUED)

Report: *Following discussion among Chairman Moss, Commissioner Barreiro, and Commissioner Rolle regarding Commissioner Rolle's requested amendment to handwritten page 77, Assistant County Attorney Bonzon-Keenan advised that this proposed resolution could be amended to ensure the SBD's hiring clearinghouse would be used by deleting on handwritten page 77, from the third line the following language: "The SBD has recommended that the" and to add "shall, at a minimum," to that same line following "the Construction Manager" in Section 5.2(b) of the Operating Agreement.*

Commissioner Barreiro noted he would accept Commissioner Rolle's requested amendment, as stated by the Assistant County Attorney, if the City of Miami did not deem this revision to be a substantive change.

Commissioner Sorenson questioned the current financial exposure the Baseball Stadium has had on the County and how this proposed resolution would impact that financial exposure.

County Manager Burgess noted the County would have a maximum exposure of \$7 million if the Commission adopted this proposed resolution, and then the County subsequently terminated the contracts in this proposed resolution for convenience before July 1, 2009. He pointed out the County would have a financial exposure of \$4 million if the County terminated these contracts before June 1, 2009.

Commissioner Sorenson noted the County was contributing \$382 million of the \$515 million cost to build the stadium. She pointed out that the County would not collect property taxes for the land. She explained Mr. Loria would profit by lower revenue sharing payments to Major League Baseball by deducting stadium debt from the Marlins' finances and by deducting stadium operations costs.

In response to Commissioner Sorenson's inquiry regarding the stadium naming rights, County Manager Burgess noted the naming rights were not limited to the name of the stadium. He indicated the revenues that the Marlins would generate through the naming rights was unknown.

Commissioner Sorenson pointed out the Marlins would not contribute to finance the stadium if the Marlins sold the naming rights for \$12 million a year.

Responding to Commissioner Sorenson's request for an explanation of the ongoing capital costs and how they would be paid for, County Manager Burgess noted that the City of Miami, the County, and the Marlins would contribute funds annually to a capital expense fund, and that profits from events at the stadium would be directed to the capital expense fund. He explained that the County would meet with the Marlins to address how to pay for capital expenses that exceeded the balance of the capital expense fund, after the first 10 years of the agreement.

Commissioner Sorenson expressed concern that the County would pay a premium for the stadium to be LEED certified. She explained that the Code of Miami-Dade County required the baseball stadium be LEED certified. Commissioner Sorenson noted this proposed resolution provided the County with 10 days to respond to change order requests. She expressed concern that the County would not be able to respond to change orders within the 10 day timeframe.

Responding to Commissioner Sorenson's inquiry regarding the change order process, County Manager Burgess noted that the County would have a representative on site, and that the County would agree to the reasonableness of the change orders. He pointed out the Marlins were responsible for all non-government caused cost overruns. He noted the timeframes in this proposed resolution were reasonable.

Commissioner Sorenson noted, for the record, the Commission did not receive this proposed resolution in a timely manner because the Marlins did not provide the County Administration with the necessary documents. She expressed concern that the Marlins would not deliver the community benefits that were added to this proposed resolution at the last minute. She explained the County could have lobbied the Legislature to expand the eligible uses of CDT and TDT funds to provide other uses for these funds that would better benefit the community. Commissioner Sorenson noted the County could generate a better return on investment by using these monies in cultural affairs grants. She noted the community voted against the stadium by not attending Marlins games at Dolphin Stadium. She pointed out the stadium would not create permanent jobs.

Commissioner Diaz noted the positive aspects of this proposed resolution outweighed the negatives. He stated this proposed resolution would create construction jobs now and new jobs in the future. He pointed out existing jobs would disappear if the Commission did not adopt this proposed resolution. Commissioner Diaz noted this was the time to revitalize the area surrounding the site for the stadium.

Chairman Moss noted the County needed facilities like this proposed baseball stadium to be a great community. He explained this stadium was being built for the community. Chairman Moss noted he wanted the County to have great facilities and to compete for hosting the Olympics.

Commissioner Barreiro noted inflation would drive up the cost to build the stadium if this proposed resolution was not adopted.

Pursuant to Chairman Moss' request County Attorney Cuevas clarified the motion on the floor was to approve this proposed resolution as amended as follows:

- 1. To exclude the four (4) requested bid waivers;*
- 2. To condition the Commission's adoption of this proposed resolution on the subsequent adoption of the four (4) requested bid waivers;*
- 3. To correct a scrivener's error that existed in the last line of Section 7.2 on handwritten page 230 by changing "County" to "Board";*
- 4. To allow the Commission to rescind any authority delegated to the County Mayor or his designee in all the agreements in this proposed resolution, except the Assurance Agreement and the Construction Administration Agreement by adding on handwritten page 267, Section 19.10 of the Operating Agreement; by adding as a new section, Section 23, in the Non-Relocation Agreement; and by adding on handwritten pages 311 and 312, Section 11.11 of the City Parking Agreement, the following language:
"Notwithstanding and prevailing over anything to the contrary in this Section and this Agreement, the parties agree that the Board may at any time rescind any or all delegations of authority to the County Representative. In such instances, the approval, consent or action sought shall be subject to approval by this Board, and if a time frame for the County Representative's approval, consent or action is set forth in this Agreement, the Board shall consider the*

- matter no later than the second regularly scheduled meeting of the Board after committee consideration. All such timeframes for County Representative approvals set forth in this Agreement shall be deemed amended accordingly”;
5. To change on handwritten page 72, the words “desire to” to “shall” in Section 4.5 of the Construction Administration Agreement;
6. To add to the Operating Agreement, if the City of Miami did not deem this provision to be a substantive change, the following language: “In the event of a national disaster, the Baseball Stadium may be used by the County as an emergency shelter or disaster recovery site at no cost to the County”;
7. To add on handwritten page 213, after the second sentence in Section 4.2 of the Operating Agreement, if the City of Miami did not deem this provision to be a substantive change, the following language: “The Operator shall comply with the County’s Small Business Enterprise (SBE) program in awarding service agreements. The Operator shall create business opportunities for SBEs with a view to creating a minimum participation goal for SBEs of 15% of the total value of all service agreements. The final SBE goal shall be established by the County in accordance with the process set forth in the SBE program provisions. The SBE goal shall be subject to final approval by the Board and shall be submitted to the Board simultaneously with the final terms of the Outreach Program, as specified in Section 7.2 of the Agreement. The Operator shall comply with the terms of the SBE Program and shall submit annual compliance reports to the Department of Small Business Development. Any SBE which qualifies shall also be counted towards satisfying the local business initiatives described in Section 7.2 below”;
8. To add on handwritten page 81, in Section 5.4, of the Construction Administration Agreement, the letter (f) to read as follows: “receive reports and records pertaining to the Construction Outreach Program and the utilization of the Community Small Business Enterprise (CSBE), SBE, and Community Workforce Programs (CWP)”;
9. To add on handwritten page 81 in Section 5.5 of the Construction Administration Agreement after the first sentence, if the City of Miami did not deem this provision to be a substantive change, the following language: “In addition, the Outreach Administrator shall be given the opportunity to review any and all documents reasonably necessary to verify compliance with the Construction Outreach Program and utilization of CSBE, SBE, and CWP programs”;
10. To add on handwritten page 85 at the end of Section 5.14 of the Construction Administration Agreement, if the City of Miami did not deem this provision to be a substantive change, the following language: “The County shall have the right to contract with an independent professional (Outreach Administrator) and such Outreach Administrator shall be tasked with the responsibility of assisting the County, the City, and the Team with the development of the Construction Outreach Program, and with monitoring compliance of such program, and CSBE, SBE, and CWP programs”;
11. To add on handwritten page 122 to the end of Section 15.27 of the Construction Administration Agreement, if the City of Miami did not deem this provision to be a substantive change, the following language: “The Outreach Administrator shall have the right to audit the books, records, and documents of the Stadium Developer relating to the hiring and work of CSBEs, SBEs, workers pursuant to the CWP, and to the Construction Outreach Program. The Stadium Developer shall provide in the Construction Management Agreement that the Construction Manager and its subcontractors shall also keep and maintain all books, records, and documents of all kinds related to their obligations under the Construction Management Agreement and any related subcontracts and that the Outreach Administrator shall have the right to audit the Construction Manager’s and subcontractor’s books”;
12. To add a provision directing the County Mayor to submit monthly reports

to the Board on the Construction Manager's progress and compliance with the CSBE, SBE, CBE, CWP, Construction Outreach Program, and Outreach Program;

13. To delete on handwritten page 77, from the third line the following language: "The SBD has recommended that the" and to add "shall, at a minimum," to that same line following "the Construction Manager" in Section 5.2(b) of the Operating Agreement, if the City of Miami did not deem this revision to be a substantive change.

Assistant County Attorney Bonzon-Keenan advised the amendment requested by Commissioner Jordan to add Section 5.2.1 (d), (f), (i), and (j), which Commissioner Barreiro accepted if the City of Miami did not deem this provision to be a substantive change, would not be an amendment since the Marlins agreed, on the record, to include Section 5.2.1 (d), (f), (i), and (j) in the Construction Management Agreement.

Hearing no other questions or comments, the Commission proceeded to vote on this proposed resolution as amended, and upon being put to a vote, passed by a vote of 9-4 (Commissioners Gimenez, Heyman, Martinez, and Sorenson voted "No").

It was moved by Commissioner Barreiro that the four (4) requested bid waivers in this proposed resolution be adopted. This motion was seconded by Commissioner Diaz and upon being put to a vote, passed by a vote of 10-3 (Commissioners Gimenez, Heyman, and Sorenson voted "No").

SUPPL. SPEC ITEM NO. 1

090731

Supplement

SUMMARY OF REVISIONS TO DOCUMENTS

Presented

Report: County Manager Burgess pointed out that the items on the agenda were similar to the Baseball Stadium Agreement (BSA) approved by the County Commission on December 18, 2007 (see Legistar Meeting Key no. 2431). He noted he had provided the County Commission with a memorandum dated March 23, 2009, highlighting the changes in Special Item No. 1 from his February 13, 2009, Memorandum on the BSA. He pointed out the following changes:

CONSTRUCTION ADMINISTRATION AGREEMENT

- A City designee would sit on The Review Committee that established the Small Business Enterprise (SBE), Community Small Business Enterprise (CSBE), and Community Workforce Program (CWP) participation goals for only baseball related items;
- A requirement for CSBEs and SBEs that have a place of business in the County, including the County's Designated Target Areas (DTA) and the City-designated Neighborhood Development Zones (NDZ), be given equal opportunity to compete for business in the construction of the Baseball Stadium Project;
- A requirement that the Stadium Developer and Construction Manager employ a comprehensive outreach program to identify, recruit, educate and assist small and local businesses for the Baseball Stadium Project;
- A requirement that the Construction Management Agreement's prompt-payment language require the Construction Manager to pay all prime contractors within five (5) business days of its receipt of payment, and that each prime contractor pay its subcontractors and/or suppliers within five (5) business days, and that CSBE's and SBE's be paid within 48 hours, as required by County ordinance;
- A provision clarifying that the current CWP goal was 10 percent, and that, if revised, any modification would be established by The Review Committee in accordance with the same procedure used for establishing CSBE and SBE goals;
- A requirement that the Stadium Developer would cause the Construction Manager to use diligent efforts to recruit workers from both the County's DTA's and the City's NDZ's to satisfy the CWP goal, subject to the CWP Ordinance;
- A provision creating the Construction Outreach Program that the Marlins would work with the County and City of Miami to create, and present to the County and City Commissions for approval, with a view to support the aspirational small-business and local hiring goals to have at least 50 percent of the workers residents of Miami-Dade County, 20 percent of which were residents of the City of Miami, and to aspire to have at least 35 percent of the firms hired as subcontractors on the project be firms located within Miami-Dade County;
- A provision was added to the Construction Administration Agreement (CAA) to require the Stadium Developer to require the Construction Manager to include in each bid package provisions relating to criteria for using apprentices and trainees from certified Apprenticeship Programs;
- An amendment was made to clarify that, prior to July 1, 2009, neither the team, the City nor the County may exercise the Termination for Convenience once the County has executed a final bond purchase agreement and/or completed a competitive sale with respect to the County Bonds backed with Convention Development Tax (CDT) and Professional Sports Franchise Facility Tax (PST)/Tourist Development Tax (TDT);
- A change to the Sales Tax Procurement Procedures incorporated a change requested by the State Department of Revenue to clarify that the County would be directly invoiced by vendors to purchases made under the program;

OPERATING AGREEMENT

- An amendment to the Operating Agreement and Stadium Event Proceeds that further improved the benefits to the County by increasing the number of opportunities whereby additional revenues would be generated for, and deposited to, the Capital Reserve Fund;
- A requirement that the Operator or the Team would make an annual financial contribution through the Team Foundation in the amount of \$500,000. For each of the first 7½ years of the agreement, \$100,000 of this amount would be paid to the Parks Foundation of Miami-Dade County, Inc. and \$25,000 to the City's Heart of Our Parks Fund for baseball-related youth and community-based programs;
- A provision in the Operating Agreement to provide that the Team would build or improve a total of 39 baseball fields in Miami-Dade County, including at least three (3) in each Miami-Dade County Commission district and at least two (2) within each City of Miami Commission District. The Team agrees to build or improve at least one baseball field each year of the Term;
- An amendment to expand language related to the Team's small business outreach program to state that the Stadium Operator would participate in Major League Baseball Diverse Business Partners Program and jointly develop with the County and the City the Outreach Program. The Outreach Program would be designed to increase small-business and local resident participation during the operation of the baseball stadium, with a view to supporting aspirational goal to award 15 percent of contracts to small businesses located in the DTA's and NDZ's, and the aspirational goal that 25 percent of stadium workers would be residents of the DTA's and NDZ's, and the aspirational goal that at least 50 percent of stadium workers would be residents of Miami-Dade County, 20 percent of whom shall be City of Miami residents.

PARKING AGREEMENT

- A provision was added to the Parking Agreement to cap the cost of the Parking Facilities at \$94 million, and, if the cost exceeded \$94 million the number of parking spaces would be reduced accordingly.
- A provision was added to establish that the Construction Manager for the Parking Facilities would be required to adhere to small business and local workforce goals and measures that mirrored those of the County.

NON-RELOCATION AGREEMENT

- An amendment to the Non-Relocation Agreement to the "Payment Upon Sale of Team," further increased both, the number of years the provision applied (from 7 years to 10 years), and, the potential maximum percentage payout (from 18% to 70%).
- An amendment to "Annual Payment," clarified that the annual rent payment continued through the Term of the Operating Agreement.

County Manager Burgess pointed out the intent of these changes was to address concerns raised by the County and City Commissions. He noted the City of Miami approved the agreements in Special Item No. 1 on March 19, 2009.

SUPPL. # 2. SPEC ITEM NO. 1

090732

Supplement

BASEBALL STADIUM FINANCING

Presented

SPECIAL ITEM NO. 2

090313 Resolution

RESOLUTION TERMINATING INTERLOCAL COOPERATION AGREEMENT AMONG MIAMI-DADE COUNTY, THE CITY OF MIAMI AND MIAMI SPORTS AND EXHIBITION AUTHORITY DATED DECEMBER 14, 2004 AFTER CERTAIN CONDITIONS ARE SATISFIED; AND APPROVING FORM AND EXECUTION OF INTERLOCAL COOPERATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI RELATED TO DISPOSITION OF CONVENTION DEVELOPMENT TAX RECEIPTS (County Manager)

*Adopted
Resolution R-319-09
Mover: Bruno A. Barreiro
Seconder: Jose "Pepe" Diaz
Vote: 11- 2
No: Gimenez, Sorenson*

SPECIAL ITEM NO. 3

090306 Resolution

RESOLUTION DECLARING SURPLUS COUNTY-OWNED PROPERTY LOCATED AT N.W. 7 STREET BETWEEN THEORETICAL NW 15 AVENUE AND NW 16 AVENUE; WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY THE PLANNING ADVISORY BOARD; APPROVING THE CONVEYANCE OF SAME TO THE CITY OF MIAMI IN ACCORDANCE WITH F.S.125.38; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH THE CONVEYANCE OF SAID PROPERTY; AND AUTHORIZING EXECUTION OF A COUNTY DEED FOR SUCH PURPOSE (General Services Administration Department)

*Adopted
Resolution R-320-09
Mover: Bruno A. Barreiro
Seconder: Jose "Pepe" Diaz
Vote: 12- 1
No: Sorenson*

SPECIAL ITEM NO. 4

090725 Ordinance

ORDINANCE AUTHORIZING ISSUANCE OF NOT TO EXCEED, SUBJECT TO THE LIMITATIONS IN THIS ORDINANCE, \$130,000,000 AGGREGATE ORIGINAL PRINCIPAL AMOUNT OF MIAMI-DADE COUNTY, FLORIDA SUBORDINATE SPECIAL OBLIGATION BONDS, IN ONE OR MORE SERIES, PURSUANT TO SECTION 208 OF ORDINANCE NO. 97-210, ENACTED ON NOVEMBER 18, 1997, AS AMENDED, FOR PURPOSE OF PAYING COSTS OF BASEBALL STADIUM; PROVIDING THAT DETAILS, TERMS AND OTHER MATTERS RELATING TO SERIES 2009 BONDS BE DETERMINED IN SUBSEQUENT RESOLUTION(S); AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE (Finance Department)

*Adopted on first reading
Public Hearing: April 7, 2009
Mover: Bruno A. Barreiro
Seconder: Jose "Pepe" Diaz
Vote: 10- 3
No: Heyman, Gimenez, Sorenson*

SPECIAL ITEM NO. 5

090726 Ordinance

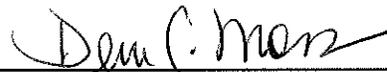
ORDINANCE AUTHORIZING ISSUANCE OF MIAMI-DADE COUNTY, FLORIDA PROFESSIONAL SPORTS FRANCHISE FACILITIES TAX REVENUE BONDS, IN MULTIPLE SERIES, IN AGGREGATE ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED \$378,000,000, PAYABLE SOLELY FROM CERTAIN PLEDGED REVENUES, TO REFUND PROFESSIONAL SPORTS FRANCHISE FACILITIES TAX REVENUE REFUNDING BONDS, SERIES 1998, AND TO PAY COSTS OF BASEBALL STADIUM; PROVIDING FOR ESTABLISHMENT OF TERMS, MATURITIES, INTEREST RATES AND OTHER DETAILS OF EACH SERIES OF BONDS BY SUBSEQUENT RESOLUTION(S); PROVIDING FOR ISSUANCE OF ADDITIONAL BONDS AND REFUNDING BONDS; PROVIDING FOR CREDIT FACILITIES, RESERVE ACCOUNT CREDIT FACILITIES AND HEDGE AGREEMENTS WITH RESPECT TO BONDS AS DETERMINED BY COUNTY; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE (Finance Department)

Adopted on first reading
Public Hearing: April 7, 2009
Mover: Bruno A. Barreiro
Seconder: Jose "Pepe" Diaz
Vote: 10- 3
No: Heyman, Gimenez, Sorenson

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ADJOURNMENT

Report: *There being no other business to come before the Commission, the meeting adjourned at 10:29 p.m.*



Dennis C. Moss, Chairman

ATTEST: HARVEY RUVIN, CLERK



By: _____
Kay Sullivan, Deputy Clerk