



MIAMI-DADE COUNTY
FINAL OFFICIAL
Meeting Minutes

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

Tuesday, September 20, 2011
As Advertised

Harvey Ruvlin, Clerk
Board of County Commissioners

Christopher Agrippa, Division Chief
Clerk of the Board Division

COMMISSION REPORTER FLORA REAL



FINAL OFFICIAL

Members Present: Bruno Barreiro; Lynda Bell; Esteban L. Bovo, Jr.; Jose "Pepe" Diaz; Audrey M. Edmonson; Sally A. Heyman; Barbara J. Jordan; Joe A. Martinez; Jean Monestime; Dennis C. Moss; Rebeca Sosa; Javier D. Souto; Xavier L. Suarez

Members Absent: None.

Members Late: None.

Members Excused: None.

Members Absent County Business: None.

MINUTES PREPARED BY:

1A ROLL CALL

Report: *In addition to the members of the Board present at today's meeting, the following elected official and staff persons were also present:*

- Mayor Carlos Gimenez
- County Attorney Robert Cuevas
- Deputy Mayor/County Manager Alina Hudak
- Deputy Mayor/Chief of Staff Genaro "Chip" Iglesias
- First Assistant County Attorney Abigail Price-Williams
- Division Chief Christopher Agrippa, Clerk of the Board
- Deputy Clerks Doris Dickens, Flora Real, and Gene Spencer

Vice Chairwoman Edmonson called the meeting to order at 10:03 a.m., and she invoked a moment of silence followed by the Pledge of Allegiance.

1B MOMENT OF SILENCE

1C PLEDGE OF ALLEGIANCE

1D SPECIAL PRESENTATIONS

1D1

111938 Proclamation Barbara J. Jordan

PRESENTATION OF A PROCLAMATION AND PLAQUE TO CHIEF KARLS PAUL-NOEL *Presented*

1E CITIZEN'S PRESENTATIONS (5 MINUTES MAXIMUM)

1F REPORTS OF OFFICIAL BOARDS

1G **MOTION TO SET THE AGENDA AND "PULL LIST"**

Report: County Attorney Robert Cuevas advised that he had the following preliminary matters for the Board's consideration prior to setting the agenda:

- Commissioner Souto asked that Item 4D be deferred to the next Board meeting of October 4, 2011;
- Commissioner Heyman asked to be listed as a co-sponsor for Item 8D1A; and
- Commissioner Bovo asked to be listed as a co-sponsor for Item 11A1.

County Attorney Cuevas noted the items to be considered at today's meeting would be those items listed in the printed final agenda with the additions, deferrals, withdrawals, scrivener's errors noted in the Mayor's changes memorandum, and those items aforementioned by him. He advised that the Board would approve all of these items with a single vote setting the agenda, except for ordinances on first reading, public hearings, policy matters for discussion by the Board listed under section 6B1 and 6B2 of the agenda, ordinances on second reading, and the following Pull List items: 8C1A, 8D1A, 8O1A and Supplement, 8O1D, 8O1E, 10A1, 11A6, 11A8, 11A9, 14A1, 14A2, 14A3, 14A4, and 14A5.

It was moved by Commissioner Sosa that the Board adopt the agenda with all the changes aforementioned by the County Attorney. This motion was seconded by Vice Chairwoman Edmonson.

Chairman Martinez explained that Items 14A1 through 14A5 were placed in the Pull List pursuant to the 4-day rule of the Board of County Commissioners' Rules of Procedure. He asked that if any of the members of the Board had questions regarding these items or concerns to either have the items included in the agenda or the Pull List.

There being no objections to Agenda Items 14A1 through 14A5, the items were included in today's consent agenda. The motion to set the agenda was put to a vote and passed by a vote of 13-0.

1H **OFFICE OF COMMISSION AUDITOR****1I** **OFFICE OF INTERGOVERNMENTAL AFFAIRS**

111

111918 Report Joe A. Martinez

PROPOSED 2012 STATE LEGISLATIVE AGENDA (Office of Intergovernmental Affairs) *Deferred to October 4, 2011*

Report: The foregoing item was deferred as requested in Mayor Carlos Gimenez's memorandum dated September 20, 2011, entitled "Changes for the September 20, 2011 BCC Meeting."

2 **MAYORAL ISSUES****2A** **MAYORAL VETOES**

2B **MAYORAL REPORTS****2C** **OTHER ISSUES****3** **CONSENT ITEMS**

3024A

111767 **Resolution**

RESOLUTION RATIFYING THE MAYOR OR MAYOR'S DESIGNEE'S ACTION OF APPLYING FOR, RECEIVING, AND EXPENDING STATE OF FLORIDA DEPARTMENT OF LAW ENFORCEMENT ANTI DRUG ABUSE FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SUCH CONTRACTS, AGREEMENTS, MEMORANDA OF UNDERSTANDING, AND AMENDMENTS AFTER APPROVAL BY THE COUNTY ATTORNEY; AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUNDS THAT MAY BECOME AVAILABLE (Office of Grants Coordination)

Adopted
Resolution R-724-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0

3025A

111851 **Resolution**

RESOLUTION RETROACTIVELY APPROVING A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR UP TO \$4,120,000.00 TO RECEIVE CONTINUED FUNDING FROM THE FARM AND RANCH LANDS PROTECTION PROGRAM FOR MIAMI-DADE COUNTY'S PURCHASE OF DEVELOPMENT RIGHTS PROGRAM FUNDED BY THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ACCEPT AND EXPEND THE FUNDS AWARDED, AND TO ENTER INTO THE COOPERATIVE AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED HERETO, UPON REVIEW AND APPROVAL BY THE COUNTY ATTORNEY'S OFFICE (Consumer Services Department)

Adopted
Resolution R-725-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0

4 **ORDINANCES FOR FIRST READING**

4A

111849

Ordinance

Sally A. Heyman,
Lynda Bell

ORDINANCE CREATING SECTION 8A-1.2 OF THE CODE OF MIAMI-DADE COUNTY; REQUIRING RENTAL CAR COMPANIES TO PROVIDE PUBLIC NOTICE OF FEES ASSOCIATED WITH THE USE OF SUNPASS EQUIPMENT, PROVIDING DEFINITIONS; AMENDING SECTION 8CC-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

*Adopted on first reading
Public Hearing: October 24, 2011
Mover: Audrey M. Edmonson
Seconder: Sally A. Heyman
Vote: 13- 0*

Report: *First Assistant County Attorney Abigail Price-Williams read the title of the foregoing ordinance into the record.*

There being no comments from the members of the Board or the administration, the Board proceeded to vote.

The foregoing proposed ordinance was adopted on first reading and scheduled for a public hearing before the Regional Transportation Committee (RTC) on Monday, October 24, 2011, at 9:30 a.m.

4B

111929

Ordinance

Sally A. Heyman

ORDINANCE REGARDING RULES OF PROCEDURE OF THE BOARD OF COUNTY COMMISSIONERS; AMENDING SECTIONS 2-1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, RELATING TO AUTHORITY TO SPONSOR OR PRESENT ITEMS ON COMMISSION AGENDA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

*Adopted on first reading
Public Hearing: October 25, 2011
Mover: Sally A. Heyman
Seconder: Audrey M. Edmonson
Vote: 12- 1
No: Martinez*

Report: *First Assistant County Attorney Abigail Price-Williams read the title of the foregoing ordinance into the record.*

There being no comments from the members of the Board or the administration, the Board proceeded to vote.

The foregoing proposed ordinance was adopted on first reading and scheduled for a public hearing before the Internal Management and Fiscal Responsibility Committee (IMFRC) on Tuesday, October 25, 2011, at 2:00 p.m.

4C

111901

Ordinance

Barbara J. Jordan,
Audrey M. Edmonson,
Jean Monestime

ORDINANCE RELATING TO THE COLLECTION OF DATA FOR A DISPARITY STUDY IN CONNECTION WITH RACE, GENDER AND ETHNIC BASED CONTRACTING PROGRAMS; REQUIRING COUNTY CONTRACTORS TO REPORT THE RACE, GENDER AND ETHNIC MAKEUP OF THE OWNERSHIP OF SUBCONTRACTORS PERFORMING THE WORK; REQUIRING COUNTY CONTRACTORS TO REPORT PAYMENTS MADE TO ALL SUBCONTRACTORS UNDER THE CONTRACT; AMENDING SECTIONS 2-8.1, 2-8.8 AND 10-34 OF THE CODE; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

*Adopted on first reading
Public Hearing: October 26, 2011
Mover: Barbara J. Jordan
Seconder: Jean Monestime
Vote: 12- 1
No: Martinez*

Report: First Assistant County Attorney Abigail Price-Williams read the title of the foregoing ordinance into the record.

There being no comments from the members of the Board or the administration, the Board proceeded to vote.

The foregoing proposed ordinance was adopted on first reading and scheduled for a public hearing before the Infrastructure and Land Use Committee (ILUC) on Wednesday, October 26, 2011, at 2:00 p.m.

4D

111847

Ordinance

Sen. Javier D. Souto

ORDINANCE AMENDING SECTION 19-13(A)(2) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA TO REQUIRE THE SAME LEVEL OF MAINTENANCE OF RESIDENTIAL LOTS WHETHER IMPROVED OR UNIMPROVED; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

*Deferred to October 4, 2011
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0*

Report: County Attorney Robert Cuevas announced Commissioner Souto, as the sponsor of the item, had requested it be deferred until the next scheduled Board of County Commissioners' meeting of October 4, 2011.

5

PUBLIC HEARINGS (Scheduled for 9:30 a.m.)

5C

111623 Resolution

RESOLUTION APPROVING THE PLAT OF MARTOREL AT CORAL WAY, LOCATED IN THE NORTHEAST ¼ OF SECTION 16, TOWNSHIP 54 SOUTH, RANGE 39 EAST (BOUNDED ON THE NORTH BY SW 26 STREET, ON THE EAST APPROXIMATELY 1040 FEET WEST OF SW 147 AVENUE, ON THE SOUTH APPROXIMATELY 330 FEET NORTH OF SW 28 STREET, AND ON THE WEST BY SW 149 AVENUE) (Public Works Department)

*Adopted
Resolution R-728-11
Mover: Sally A. Heyman
Seconder: Joe A. Martinez
Vote: 13- 0*

Report: *First Assistant County Attorney Abigail Price-Williams read the title of the foregoing resolution into the record.*

Chairman Martinez opened the public hearing. There being no one wishing to speak, the public hearing was closed, and the Board proceeded to vote.

9/1/2011 5F *Deferred by the Board of County Commissioners*

5D

111915 Resolution Bruno A. Barreiro

RESOLUTION ABATING PRELIMINARY ASSESSMENT ROLL PROVIDING FOR ANNUAL ASSESSMENTS AGAINST REAL PROPERTY LOCATED WITHIN BOUNDARIES OF A SPECIAL TAXING DISTRICT KNOWN AS HIBISCUS ISLAND OVERHEAD SERVICES RELOCATION IMPROVEMENT SPECIAL TAXING DISTRICT IN ACCORDANCE WITH PROVISIONS OF CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND ORDINANCE NO. 10-51 (Public Works Department)

*Adopted
Resolution R-729-11
Mover: Bruno A. Barreiro
Seconder: Audrey M. Edmonson
Vote: 13- 0*

Report: *First Assistant County Attorney Abigail Price-Williams read the title of the foregoing resolution into the record.*

Chairman Martinez opened the public hearing. There being no one wishing to speak, the public hearing was closed, and the Board proceeded to vote.

6 CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

6A RESOLUTIONS

6B POLICY MATTERS FOR DISCUSSION BY THE BOARD

6B1

111817 Discussion Item Dennis C. Moss

MIAMI INTERNATIONAL AIR SHOW

Carried over to September 22, 2011

Report: *Commissioner Moss requested that Chairman Martinez ask the Beacon Council to have a representative present at the September 22, 2011, Board of County Commissioners' meeting to answer questions on Agenda Item 6B1 relating to a discussion on the Miami International Air Show (MIAS).*

9/1/2011 6B1 Deferred by the Board of County Commissioners

6B2

111948 Discussion Item Joe A. Martinez

DISCUSSION ITEM RE: RFP 654 HEAVY RAIL

Carried over to September 22, 2011

7 ORDINANCES SET FOR SECOND READING

7A

111576 Ordinance Bruno A. Barreiro

ORDINANCE PERTAINING TO ZONING; REGULATING FENCES CHARGED WITH ELECTRICITY; AMENDING SECTION 33-11 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE [SEE ORIGINAL ITEM UNDER FILE NO. 111266] *Amended*

Report: *(SEE RELATED AGENDA ITEM 7A AMENDED, LEGISLATIVE FILE NUMBER 112616, FOR AMENDED VERSION)*

7/13/2011 1E1 Amended Forwarded to BCC with a favorable recommendation with committee amendment(s) from the Infrastructure and Land Use Committee

8/2/2011 7A Reconsidered by the Board of County Commissioners

9/1/2011 15F1 Second Reading Rescheduled by the Board of County Commissioners

7A AMENDED

112616

Ordinance

Bruno A. Barreiro

ORDINANCE PERTAINING TO ZONING; REGULATING FENCES CHARGED WITH ELECTRICITY; AMENDING SECTION 33-11 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE (SEE ORIGINAL ITEM UNDER FILE NO. 111576)

Adopted as amended

Ordinance 11-68

Mover: Bruno A. Barreiro

Seconder: Jose "Pepe" Diaz

Vote: 13- 0

Report: *First Assistant County Attorney Abigail Price-Williams read into the record the title of the foregoing proposed ordinance. She noted the item had a proposed amendment.*

It was moved by Commissioner Barreiro that the Board of County Commissioners adopt the foregoing proposed ordinance. This motion was seconded by Commissioner Diaz, and the floor was opened for discussion.

Assistant County Attorney Craig Collier stated that, pursuant to an amendment made at committee to clarify that the language pertained to a pulsating electric fence, the following amendments were recommended:

- 1. to add language on page two (2) under Subsection (ii) to insert "electrically charged secondary wire fences that are pulsating;" and*
- 2. to add language on page two (2) under Subsection (k) to insert "or combination wire fence and electrically charged secondary wire fence that are pulsating."*

In response to Chairman Martinez's inquiries, Assistant County Attorney Collier confirmed that warning signs would be posted in three languages, and the liability remained with the property owner as the Board was only acting in a legislative capacity.

In connection with Commissioner Moss' questions regarding the inclusion of language to codify liability-related issues, Assistant County Attorney Collier explained that the County could not exclude itself from liability by simply making such a statement in the ordinance because the County's liability under tort law and waiver of sovereign immunity was the same as that of an individual under similar circumstances.

Commissioner Moss reiterated his question regarding whether language could be included in the proposed legislation to clarify that it was the intent of the County that the person who chose to erect the fence would be liable in case of an injury.

Assistant County Attorney Collier replied that such language could be inserted into the legislation, and although it would not hurt, it would not necessarily insulate the County from liability.

Commissioner Moss inquired whether Mr. Collier was aware of any cases which involved accidents in other jurisdictions with similar laws.

Assistant County Attorney Collier replied that he was not aware of such a case, but he believed that representatives of the industry were present in the Chambers and could provide more accurate information on the use of these fences in other jurisdictions.

Commissioner Barreiro concurred with the legal opinion provided by Assistant County Attorney Collier.

Mr. Juan Mayol appeared before the Board on behalf of the industry, and he noted the word "pulsating" indicated the fences were non-lethal. He indicated that the industry was unaware of any serious cases of accidents in this regard, adding that the company retained ownership and the liability of the fences.

Commissioner Heyman spoke in support of the foregoing proposed ordinance, pointing out that Section (k)(8) indicated a building permit was required. She noted the laws pertaining to that type of installation and signage would be upheld by the competent employees in the Miami-Dade Building Department. She advised this was a crime prevention tool, and the installers would adhere to the requirements of the law and its new provisions.

There being no other comments from the members of the Board or the administration, the Board proceeded to vote on the foregoing ordinance as amended by roll call vote.

8 **DEPARTMENTAL ITEMS**

8A **(No items were submitted for these sections.)**
and
8B

8C **CONSUMER SERVICES DEPARTMENT**

8C1A

111717

Resolution

Barbara J. Jordan

RESOLUTION APPROVING AMENDMENTS TO IMPLEMENTING ORDER 4-107 RELATING TO THE FEE SCHEDULE FOR THE CONSUMER SERVICES DEPARTMENT (Consumer Services Department)

*Adopted**Resolution R-730-11**Mover: Barbara J. Jordan**Seconder: Dennis C. Moss**Vote: 12- 0**Absent: Suarez*

Report: *In response to Commissioner Bell's question, Mr. Mario Goderich, Deputy Director of the Consumer Services Department (CSD), responded the department's budget reflected 114 employees.*

In response to Commissioner Bell's inquiry as to whether existing personnel would be used to implement the proposed resolution, Mr. Goderich advised that the Fiscal Impact Report indicated the enforcement requirements of the proposed resolution would require half the time of CSD's employees to verify if the pain clinics were properly registered. He advised that an employee scheduled to be laid-off would be assigned to work in the field confirming registrations and documentation for enforcement purposes since the department was experiencing a manpower reduction in FY11/12.

Commissioner Bell stated that County departments should take into consideration the fiscal impact of these types of resolutions, and that she preferred implementing the foregoing resolution with existing personnel.

Chairman Martinez commended Commissioner Jordan for sponsoring the foregoing resolution, but noted he disagreed with hiring additional employees.

Commissioner Jordan commented that the foregoing legislation intended to control the proliferation of pain clinics.

There being no other comments from the members of the Board or the administration, the Board proceeded to vote.

9/12/2011 3D

Forwarded to BCC with a favorable recommendation from the Regional Transportation Committee

8D

ENVIRONMENTAL RESOURCES MANAGEMENT

8D1A

111936

Resolution

Bruno A. Barreiro,
Sally A. Heyman

RESOLUTION WAIVING BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM'S ADMINISTRATIVE RULES FOR PURPOSE OF DISBURSING BOND FUNDS IN THE AMOUNT OF \$1,007,400.00 AS LOCAL GOVERNMENT MATCH TO US ARMY CORPS OF ENGINEERS RELATING TO BBC GOB PROJECT NO. 52 - "BEACH EROSION MITIGATION AND RENOURISHMENT PROJECT"; AND AUTHORIZING MAYOR OR MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE FOREGOING (Department of Environmental Resources Management)

*Adopted
Resolution R-723-11
Mover: Bruno A. Barreiro
Seconder: Sally A. Heyman
Vote: 11- 0
Absent: Suarez, Martinez*

Report: *Commissioner Bell expressed support for the foregoing resolution as beach erosion work was a necessity and a serious concern. She commented on the September 6, 2011, letter received from the U.S. Army Corps of Engineers (Army Corps) informing the County of a possible loss in federal funding and requesting an additional \$3 million in matching funds for this project. She expressed concern for the project's increased cost, and she asked to be provided with an explanation justifying the increase regardless of whether funds were matched or whether the project was funded from the Building Better Communities-General Obligation Bond (BBC-GOB) Program.*

Mr. Lee Hefty, Director of Department of Environmental Resources Management (DERM), noted a similar item was presented before the Board in July 2011 to advance funds for this project to the Army Corps; and in late summer, DERM became aware the federal government was requesting an additional \$3 million in matching funds to avoid the reversal of federal matching funds. He explained that the Army Corps solicited bids upon receipt of the matching funds in July 2011, but the proposals submitted by contractors were above the estimated project cost. He said the Army Corps intended to negotiate a better price with those contractors, but the price could only be negotiated based on the amount available from both federal and non federal matching funds.

Commissioner Bell expressed support for the foregoing resolution and the importance of the project to the County as a whole. She noted that she anticipated a favorable report on the successful negotiations upon Mr. Hefty's return before the Board.

Commissioner Bovo commented he had similar concerns regarding the manner in which funds were held hostage at the state and federal levels. He advised that he would support the foregoing resolution, in view of the importance of the project; but he would be monitoring the progress of this project in conjunction with Commissioner Bell.

In response to Commissioner Moss' inquiry regarding the funding source for this proposed project, Deputy Mayor/County Manager Alina Hudak advised that it was budgeted from the current fiscal year and not the proposed budget.

There being no other comments from the members of the Board or the administration, the Board proceeded to vote.

8E (No items were submitted for these sections.)
thru
8N

80 PROCUREMENT MANAGEMENT DEPARTMENT

801A

111321 Resolution

RESOLUTION AUTHORIZING AWARD OF COMPETITIVE CONTRACT 9432-4/16 TEMPORARY EMPLOYMENT AGENCY SERVICES IN THE AMOUNT OF \$17,808,000 AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE CONTRACT OPTIONS, AND ANY OTHER RIGHTS CONTAINED THEREIN, AWARD SAME, AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS [SEE ORIGINAL ITEM #111010] (Procurement Management Department)

Adopted

Resolution R-731-11

Mover: Barbara J. Jordan

Seconder: Jose "Pepe" Diaz

Vote: 11- 2

No: Suarez, Martinez

Report: *At a later time during the meeting, Chairman Martinez relinquished the chair to Vice Chairwoman Edmonson.*

It was moved by Chairman Martinez that the Board of County Commissioners reconsider Agenda Item 8O1A. This motion was seconded by Vice Chairwoman Edmonson; and upon being put to a vote, the motion passed by a vote of 12-0. (Commissioner Bell was absent)

Chairman Martinez resumed chairing the meeting.

In response to Chairman Martinez's question regarding the annual multiplier rate per employee, Ms. Miriam Singer, Director of the Department of Procurement Management, noted there was no multiplier rate provision included in the foregoing contract. She advised all positions utilizing contract service employees were competitively filled, and the temporary employment agency provided billable hours for each position.

Pursuant to Chairman Martinez's inquiry, Ms. Singer advised the paying rate for each contract service position differed, and there was approximately an 18% paying rate difference for a procurement position.

Chairman Martinez expressed his concerns regarding the long-term retention of contract services employees, particularly at the Community Action Agency (CAA) when the County was experiencing layoffs, and the large percentage difference between the paying and billable rates.

In response to Commissioner Bovo's inquiry, Chairman Martinez briefly listed the type of services provided by these employees and the hiring dates.

Commissioner Diaz advised he shared the same concerns for long-term temporary employees, but he felt the contract was a cost savings contract and to the County's best interest.

In response to Vice-Chairwoman Edmonson's inquiry regarding the tenure of temporary employees, Ms. Singer advised that such long-term temporary employees could best be characterized as Contract Service Employees, and they supported critical areas of need such as CAA's Weatherization Program and other critical operational needs in other housing programs as documented in the supplements previously submitted to the Board. She noted the memorandum sent to the members of the Board dated September 1, 2011, at the request of Chairman Martinez, documented contract employees currently employed and each employee's tenure if hired full-time as of August 17, 2011. She stressed how important it was to hire contract service employees due to flexibility and efficiency factors. Ms. Singer pointed out that the proposed contract would provide good pay rates for those new employees.

In response to Vice Chairwoman Edmonson's comments opposing the extended retention of contract employees during lay-offs of County employees, Ms. Singer confirmed that these employees had the experience and skills necessary to provide the services required.

Ms. Phyllis Tynes-Saunders, Director of the Department of Human Services, advised that temporary employees working at the meal sites provided basic services to elderly persons such as, serving meals, preparing reports, and ensuring that all activities at the sites were coordinated properly. She advised that, to be more cost effective, the County used contract service

employees inasmuch as many of those positions provided services funded by grants, and funding adjustments were easier to make with unfunded programs or those not funded at the same previous year's funding level.

Pursuant to Vice Chairwoman Edmonson's inquiry as to whether some of those services could be provided by County employees, Ms. Tynes-Saunders replied that it represented a cost savings in terms of fringe benefits, healthcare insurance, and other costs associated with a permanent County employee since the majority of contract employees were part-time employees.

Responding to County Attorney Cuevas' question in reference to the motion for reconsideration and whether it was made by a member of the Board on the prevailing side, Division Chief Christopher Agrippa, Clerk of the Board Division, Miami-Dade Clerk of Courts, stated the record reflected the original vote as 10-1 with Commissioner Barreiro voting no; and the record reflected Chairman Martinez and Commissioner Suarez were absent.

County Attorney Cuevas clarified that the motion to reconsider the foregoing item needed to be made by a member of the Board on the prevailing side, and Chairman Martinez and Commissioners Barreiro and Suarez could not make that motion.

Following the County Attorney's clarification, it was moved by Commissioner Bovo that Agenda Item 8O1A be reconsidered by the Board of County Commissioners. This motion was seconded by Commissioner Heyman; and upon being put to a vote, passed by a vote of 13-0.

Commissioner Monestime concurred with the County administration's recommendation, stating it was a cost effective contract.

Commissioner Sosa commented the foregoing resolution provided flexibility and efficiencies in certain areas of the County's operations, stressing how important these temporary positions were for the care of senior citizens.

Commissioner Bovo noted he concurred with Commissioner Sosa's comments.

In response to Commissioner Bovo's inquiry regarding whether hiring contract employees was more expensive, Ms. Singer advised that the Human Resources Department analyzed 67 of the most frequently hired positions listed in the temporary services contract, comparing them to County positions receiving fringe benefits on July 2011, and it was found that the cost to employ an individual as a County employee would have been 27.5 percent higher.

Discussion ensued regarding the types of positions filled with contract employees.

Commissioner Bell commented that she supported the foregoing resolution as it was fiscally prudent and a very cost effective contract.

In connection with Commissioner Barreiro's questions regarding the percentage of contract employees employed as full-time and part-time workers, Ms. Singer advised the information could be provided at a later time during today's meeting; but the calculation would be performed based on Chairman Martinez's memorandum dated August 17, 2011, requesting that information.

In response to Commissioner Barreiro's inquiry, Ms. Singer advised that the contractor paid contract employees an hourly rate without fringe benefits; and the only contract employees receiving healthcare benefits were those positions covered by the provisions of the Living Wage Ordinance as the policy of this Board.

Commissioner Barreiro referred to the provisions of a resolution enacted by the Board requiring the status of temporary employees be changed to permanent part-time or permanent full-time after six (6) months of continuous employment and requiring the departments to submit such information to the Office of Management and Budget to determine the status of the temporary services employee.

Ms. Mary Lou Rizzo, Director of Human Resources, advised that departments were required to evaluate the position after six (6) months of employment to determine its continuation in accordance with the ordinance relating to contractual services; and the Human Resources Department was required to further evaluate the position after one (1) year of employment to determine if it would be more appropriate to establish a permanently budgeted position for the contracted services.

In response to Commissioner Jordan's inquiry regarding whether temporary agencies provided fringe benefits like annual leave to long-term temporary employees, Ms. Singer advised that each temporary agency would have to be contacted individually to obtain that information since it was not a requirement of County contracts to provide those employees with fringe benefits.

Commissioner Jordan spoke in support of the foregoing contract since it was cost effective and provided the County with fixed labor costs, particularly for those positions funded by federal grants. She noted in the past the County was allowed to increase the wages of temporary services employees working for the County.

There being no other comments from the members of the Board or the administration, the Board proceeded to vote.

6/14/2011	3U AMENDED	Forwarded to BCC with a favorable recommendation with committee amendment(s) from the Internal Mgmt. & Fiscal Responsibility Committee
7/19/2011	801B	Adopted by the Board of County Commissioners
8/2/2011	15D1	Deferred by the Board of County Commissioners
9/1/2011	801G	Deferred by the Board of County Commissioners
9/12/2011		Legislative notes attached by the Commission Auditor

801A SUPPLEMENT

111756 Supplement

SUPPLEMENT TO RECOMMENDATION TO AWARD
CONTRACT 9432-4/16; AGENDA ITEM 801A*Presented*9/1/2011 801G
SUPPLEMENT Deferred by the Board of County Commissioners

801B

111859 Resolution

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS IN THE AGGREGATE AMOUNT OF \$4,572,650 WITH KPMG LLP, MARCUM LLP, AND CROWE HORWATH LLP TO OBTAIN EXTERNAL INDEPENDENT AUDITING SERVICES FOR THE AVIATION, WATER AND SEWER, AND TRANSPORTATION SEGMENTS, RESPECTIVELY, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN, AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS CONTRACT NOS: RFP796A, RFP796B, AND RFP796C (Procurement Management Department)

Adopted
Resolution R-732-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0

801B SUPPLEMENT

111939 Supplement

SUPPLEMENT RE: RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS AUTHORIZE A COMPETITIVE CONTRACT AWARD TO OBTAIN EXTERNAL INDEPENDENT AUDITING SERVICES

Presented

801C

111864 Resolution

RESOLUTION APPROVING AN AGREEMENT IN THE AMOUNT OF \$4,800,000.00 WITH MCGLADREY & PULLEN, LLP TO OBTAIN EXTERNAL INDEPENDENT AUDITING SERVICES FOR THE GENERAL SEGMENT, DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP764A (Procurement Management Department)

Adopted
Resolution R-733-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0

801D

111788 Resolution

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE ESTIMATED AMOUNT OF \$5,000,000.00 BASED ON COMMISSIONS WITH ADVANCED DATA PROCESSING, INC TO OBTAIN EMERGENCY MEDICAL SERVICES BILLING AND COLLECTIONS TO THE MIAMI-DADE FIRE RESCUE DEPARTMENT, WAIVING THE REQUIREMENTS OF SECTIONS 2-8.3 AND 2-8.4 OF THE MIAMI-DADE COUNTY CODE, PERTAINING TO FORMAL BID PROCEDURES AND BID PROTESTS, BY A TWO-THIRD VOTE OF THE BOARD MEMBERS PRESENT, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. CBW600-0/15 (Procurement Management Department)

*Adopted**Resolution R-734-11**Mover: Barbara J. Jordan**Seconder: Jose "Pepe" Diaz**Vote: 12- 0**Absent: Suarez***9/13/2011 30***Forwarded to BCC with a favorable recommendation from the Internal Mgmt. & Fiscal Responsibility Committee*

801E

111738 Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT NO. 5726-0/17 IN THE AMOUNT OF \$7,580,000 FOR RENTAL OF GOLF CARTS, PERSONNEL CARTS AND TURF VEHICLES (Procurement Management Department)

Adopted
Resolution R-735-11
Mover: Sally A. Heyman
Seconder: Audrey M. Edmonson
Vote: 12- 0
Absent: Bell

Report: *Commissioner Monestime expressed his concerns for the increased contract price.*

In response to Commissioner Monestime's inquiry, Ms. Miriam Singer, Director of the Department of Procurement Management, advised the foregoing resolution established a six (6) year term contract with the current vendor to lease six (6) types of golf carts for rental purposes at the Miami-Dade Parks & Recreation Department (MDPRD). She explained the current vendor submitted a proposal approximately 20% below other bidders during a very competitive bidding process in 2007, and the vendor found it difficult to maintain the quoted prices during the term of the contract. She indicated that the only proposal received for the current procurement process was submitted by the current contractor, and the department was successful in negotiating lower prices than originally offered taking into consideration that the contract required the replacement of the carts every three years. She noted the rental of the golf carts generated \$2.4 million in revenues in FY2009-2010 based on a flat fee rental rate.

Mr. Jack Kardys, Director of the MDPRD, clarified that the \$2.4 million revenue was just for carts rentals, and that the green fees totaled \$3.5 million. He advised that the department's staffing level had been significantly reduced, particularly in the golf courses; therefore, the department had moved towards leasing opportunities to ensure continued services. He advised that the foregoing contract was a good investment because the carts were indispensable to play golf, and maintaining a good fleet of golf carts was necessary to generate additional revenues. He indicated that the contract required the golf cart fleet to be replaced with new carts twice over the six (6) year term of the contract. He noted the condition of the golf carts were in dire need of replacement, and the carts would be delivered in approximately sixty (60) days. Mr. Kardys stressed the importance of receiving the new golf carts by the beginning of the golf season, which coincided with the Thanksgiving Holiday.

Pursuant to Commissioner Monestime's questions in connection with the cost of the contract, Mr. Kardys explained that the purchasing price of the equipment had increased 12 percent, and it was anticipated that the purchase price of the equipment would incur an additional price increase of 12 percent during the course of the next three months. He noted the Consumer Price Index (CPI) was included in the purchase price for the following three (3) years of the six year contract.

Commissioner Moss concurred with staff's opinion regarding the need to replace the fleet of golf carts.

In response to Commissioner Souto's question, Ms. Singer clarified that the contract relating to the foregoing resolution was not single sourced; but there was only one response from the solicitation to bid process. She noted a second vendor submitted a bid with a notation stating that the firm made a business decision not to bid at the present time.

Responding to Commissioner Souto's query regarding the advertisement process of the solicitation to bid, Ms. Singer explained that the administration first posted a draft of the solicitation on their website for two weeks to give the industry the opportunity to comment. Then, they issued a solicitation through e-procurement to allow any interested vendors to submit a bid; and in addition, they posted the information about the contract for three weeks or

more on their website.

In connection with Commissioner Bovo's questions, Mr. Kardys advised that the revenues realized were primarily from the rental of golf carts at the golf courses and not from other facilities using this type of equipment. He also noted that Vizcaya Museum and Zoo Miami staff utilized the carts for maintenance purposes and private tours.

There being no other comments from the members of the Board or the administration, the Board proceed to vote.

9/13/2011 3J

Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Internal Mgmt. & Fiscal Responsibility Committee

801F

111855 Resolution

RESOLUTION REJECTING ALL PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS NO. 709; WAIVING SECTION 2-8.4 OF THE CODE OF MIAMI DADE COUNTY AND ADMINISTRATIVE ORDER 3-21 PERTAINING TO BID PROTEST PROCEDURES BY A TWO THIRDS VOTE (Procurement Management Department)

Adopted
Resolution R-736-11
Mover: Jose "Pepe" Diaz
Seconder: Lynda Bell
Vote: 12- 1
No: Edmonson

Report: Agenda Item 801F was adopted as part of the Consent Agenda; and at a later time during the meeting, it was moved by Vice Chairwoman Edmonson that the Board reconsider Agenda Item 801F to enable her to cast a "no" vote. This motion was seconded by Chairman Martinez; and upon being put to a vote, the motion passed by a vote of 13-0.

It was moved by Commissioner Diaz that the Board of County Commissioners adopt the foregoing resolution. This motion was seconded by Commissioner Bell; and upon being put to a vote, the motion passed by a vote of 12-1 (Vice Chairwoman Edmonson voted "no".)

9/12/2011 3CCCC

Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Regional Transportation Committee

9

ADDITIONAL DEPARTMENTAL ITEMS

10

AUTHORITIES, BOARDS, COUNCILS AND TRUSTS

10A1

111919 Resolution

RESOLUTION APPROVING ISSUANCE OF MIAMI-DADE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY SOLID WASTE DISPOSAL REVENUE BONDS (WASTE MANAGEMENT, INC. PROJECT), IN ONE OR MORE SERIES, IN AN AMOUNT NOT TO EXCEED \$75,000,000 TO FINANCE CAPITAL PROJECTS FOR PURPOSES OF AND PURSUANT TO SECTION 147(F) OF INTERNAL REVENUE CODE OF 1986, AS AMENDED (Industrial Development Authority)

*Adopted
Resolution R-737-11
Mover: Sally A. Heyman
Seconder: Audrey M. Edmonson
Vote: 11- 0
Absent: Monestime, Suarez*

Report: *It was moved by Commissioner Heyman that the Board of County Commissioners adopt the foregoing resolution. This motion was seconded by Vice Chairwoman Edmonson, and the floor was opened for discussion.*

In connection with Commissioner Bell's inquiry, Deputy Mayor Edward Marquez confirmed that the revenues realized from holding the bonds were \$62,500 for a liaison operations fee, \$12,500 for the first year's annual monitoring fee, and \$5,000 for legal fees.

There being no other comments from the members of the Board or the administration, the Board proceeded to vote.

11 COUNTY COMMISSION

11A RESOLUTIONS

11A1

111845 Resolution Jose "Pepe" Diaz,
Rebeca Sosa,
Esteban L. Bovo, Jr.,
Lynda Bell,
Barbara J. Jordan

RESOLUTION URGING THE FLORIDA LEGISLATURE TO PASS LEGISLATION STRENGTHENING FLORIDA LAW RELATED TO HUMAN TRAFFICKING AND SEX TRAFFICKING CONSISTENT WITH LEGISLATION PASSED EARLIER THIS YEAR BY THE GEORGIA GENERAL ASSEMBLY

*Adopted
Resolution R-750-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0*

11A2

111871 Resolution Sally A. Heyman

RESOLUTION OPPOSING STATE BAILBOND LEGISLATION THAT WOULD PLACE ARBITRARY STATUTORY RESTRICTIONS ON PRETRIAL SERVICES PROGRAMS; IDENTIFYING DEFEAT OF SUCH BAILBOND BILLS AS A CRITICAL PRIORITY FOR THE 2012 SESSION

*Adopted
Resolution R-738-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0*

11A3

111886 Resolution Audrey M. Edmonson

RESOLUTION APPROVING THE CITY OF MIAMI
CODESIGNATION OF NW 29TH STREET FROM NW 5TH
AVENUE TO NW 7TH AVENUE AS "LAGUNA WAY"

Adopted
Resolution R-739-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0

11A4

111888 Resolution Audrey M. Edmonson

RESOLUTION APPROVING THE CITY OF MIAMI
CODESIGNATION OF NW 55 STREET FROM NW 12
AVENUE TO NW 16 AVENUE AS "FRANK LEGREE, JR.
STREET"

Adopted
Resolution R-740-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0

11A5

111921 Resolution Audrey M. Edmonson

RESOLUTION URGING THE FLORIDA LEGISLATURE NOT
TO PASS STATE LEGISLATION RELATED TO
IMMIGRATION, WHILE SUPPORTING COMPREHENSIVE
IMMIGRATION REFORM AT THE FEDERAL LEVEL

Adopted
Resolution R-741-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0

11A6

111256

Resolution

Barbara J. Jordan,
Jose "Pepe" Diaz,
Audrey M. Edmonson

RESOLUTION URGING THE FLORIDA LEGISLATURE AND THE FLORIDA DEPARTMENT OF EDUCATION TO PASS LEGISLATION AND PROMULGATE REGULATIONS, RESPECTIVELY, REQUIRING THAT PUBLIC SCHOOLS BE AUTHORIZED AND DIRECTED TO AWARD HIGH SCHOOL DIPLOMAS TO STUDENTS PARTICIPATING IN A HOME EDUCATION PROGRAM ("HOME SCHOOLED STUDENTS") MEETING CERTAIN CRITERIA SET FORTH BY THE FLORIDA LEGISLATURE; AND FURTHER URGING MIAMI-DADE COUNTY SCHOOLS TO PROVIDE FOR THE AWARD OF MIAMI-DADE COUNTY SCHOOL BOARD HIGH SCHOOL DIPLOMAS TO HOME SCHOOLED STUDENTS HAVING MET THE CRITERIA SET FORTH BY THE FLORIDA LEGISLATURE

The motion that this Resolution be Amended failed.

Mover: Barbara J. Jordan

Seconder: Jose "Pepe" Diaz

Vote: 6- 7

No: Edmonson, Heyman, Sosa, Moss, Souto, Martinez, Bovo, Jr.

Report: County Attorney Robert Cuevas announced that the County Attorney's Office had recommended amendments to the foregoing proposed resolution.

It was moved by Commissioner Jordan that the Board adopt the foregoing proposed resolution. This motion was seconded by Commissioner Diaz, and the floor was opened for discussion.

Commissioner Sosa commented that she was unsupportive of the foregoing resolution for the following reasons:

1. the parents of home-schooled students were not asked if they wanted their children to be administered the Florida Comprehensive Assessment Test (FCAT) in order to be awarded a regular diploma since the State of Florida's regulations prohibited institutions from awarding that certificate unless the FCAT was taken;

2. the question as to whether the academic performance of home-schooled students would be as good as that of students attending regular classroom classes remained unanswered;

3. no information was available addressing funding related issues, the cost of the program to taxpayers, and whether the state would be asked to share the costs;

4. the costs of implementing these requirements should not be imposed on taxpayers;

5. the question regarding the precedent it would establish remained unanswered; and

6. this Board should not sponsor a mandate to another legislative body.

Assistant County Attorney Cynthia Johnson-Stacks advised the proposed amendments were as follows:

1. to add Whereas clause number 3: "Whereas the legislation also provides for students in a home education setting to be evaluated once a year to demonstrate educational progress at a level equivalent to his/her abilities;"

2. to add Whereas clause number 4: "Whereas the parent/guardian selects the method of evaluation from those provided in the Florida statutes and files a copy of the evaluation annually in the Superintendent's Office;" and

3. to add under Section 1, line 5, in the body of the item after the word legislation the following language: "to include passing of the Florida Comprehensive Assessment Test (FCAT) and require end of the year course assessments, educational benchmarks, portfolio submission, review, and approval by the local School Board designee, urging the Florida legislation to provide 50% Full-Time Enrollment (FTE), equivalent funding to local school boards per home-schooled students seeking a diploma."

Vice Chairwoman Edmonson noted she was under the impression the sponsor of the foregoing resolution had discussed this proposed legislation with the School Board's administration prior to having the item presented before the

Board of County Commissioners at the time she co-sponsored the item.

Pursuant to Vice Chairwoman Edmonson's inquiry, Ms. Iraida Mendez-Cartaya, Assistant Superintendent of Schools for the Office of Intergovernmental Affairs, Grants Administration and Community Engagement, advised that the School Board had previously expressed their concerns for this legislation as originally drafted. She noted the resolution as originally proposed failed to address issues relating to equity of students, objectivity regarding whether a student had met the established skills, and other logistical funding related issues. She stated the School Board supported the legislation as amended by the sponsor since it included the requirement of FCAT, the end of course exams, and the FTE funding.

Vice Chairwoman Edmonson stated she would continue to co-sponsor the foregoing proposed resolution based on Ms. Mendez-Cartaya's testimony.

Pursuant to Chairman Martinez's inquiry relating to Ms. Mendez-Cartaya's electronic correspondence in support of the item as presented by Commissioner Jordan, Ms. Mendez-Cartaya advised that the sponsor made amendments in addition to those proffered by the School Board to improve the legislation.

Commissioner Bell withdrew her co-sponsorship from the proposed resolution, noting she supported the original version.

Pursuant to Commissioner Bell's inquiry, Ms. Mendez-Cartaya advised that she represented the position of the Office of the Superintendent on this issue; and the School Board's legislative body had not provided an official position.

Commissioner Bell noted she preferred the School Board's legislative body be placed on record in an official position on this issue. She commented that she opposed the 50 percent FTE funding since it placed a heavier burden on the parents of home-schooled students as opposed to those students in a traditional school setting. Currently, every parent of home-schooled children registered with the County their intent to home-school their children, and tested their children yearly usually through a home-school program, she added. Commissioner Bell expressed the belief that these amendments were a back-handed way to put an end to home-schooling.

Commissioner Bell expressed support for the proposed resolution, as originally presented, noting it did not impose double testing on the home-schooled students to please the Miami-Dade School Board. She expressed her discontent for imposing double testing on home-schooled students to receive a high school diploma.

Commissioner Heyman expressed concern for the process, noting that the County Commission was urging the Florida Legislation to take action on a School Board related issue when the jurisdictional government body had not taken an official position.

Ms. Mendez-Cartaya advised that, even though the School Board had not taken an official position, the amendments proffered established student equity and objectivity by requiring all students receiving a standard high school diploma to take and pass the FCAT, the end of course exams in certain grade levels and academic subjects, and the same required assessments.

FINAL OFFICIAL

Commissioner Heyman asked that the foregoing proposed resolution be deferred to allow the School Board an opportunity to provide an official position on this matter.

Commissioner Jordan explained that the proposed resolution was prepared in response to a request from the parent of a home-schooled student residing in her County Commission District asking that her child be awarded a regular high school diploma. She added that initially the School Board had no concerns, but later on the Superintendent of Schools requested to defer the item and meet with her to address issues of concern.

Commissioner Jordan explained the proposed resolution gave parents a choice and did not mandate that home-schooled students receive a regular diploma; but if a student wished to be awarded a regular diploma, the same requirements applicable to students attending public schools would be applied to home-schooled students in order to certify those students met the same level of academic achievement. She noted the amendments created equity and recognized the efforts of school officials who ensured all students were at the established level of skills.

Commissioner Diaz expressed his support for the proposed legislation as originally drafted in order to help those students choosing an alternative schooling system due to disabilities or for religious reasons, and he asked Commissioner Jordan to reevaluate her amendments.

Commissioner Barreiro advised that he supported the item except for the FTE reimbursement requirement, and that he concurred with the testing requirements for academic achievement.

In response to Commissioner Jordan's question as to whether he wished to proffer an amendment, Commissioner Barreiro proposed to delete the FTE reimbursement requirement provision and to maintain the cost of testing.

Commissioner Jordan accepted the amendments.

Pursuant to Chairman Martinez's question for clarification of the amendments, Assistant County Attorney Johnson-Stacks responded that the legislation urged the Florida Legislature to require the payment of the cost of testing.

In response to Chairman Martinez's comments as to whether the amendments imposed additional costs on the parents of home-schooled parents who already paid taxes towards the School Board, Assistant County Attorney Johnson-Stacks advised that the proposed resolution as amended required additional payment for the cost of testing.

Commissioner Jordan noted she would agree to removing the FTE requirement as that amendment was suggested by the Superintendent of Schools to recognize the time school personnel spent working with students to verify all students were at the same level of academic achievement.

In response to Chairman Martinez's inquiry regarding the proposed amendments, Assistant County Attorney Johnson-Stacks stated that reference to the provisions relating to the FTE reimbursement requirement and the cost of testing were deleted from the proposed resolution.

Commissioner Sosa commented she maintained her initial recommendation because it was a School Board related issue, and she recommended that the sponsor of the proposed recommendation meet with the legislative body of the School Board to ask for an official position on the foregoing resolution. Commissioner Sosa reiterated that she was unsupportive of the proposed resolution, and she suggested a protocol and process be established first.

Commissioner Bell concurred with the deletion of the FTE reimbursement provision, and she recommended that the requirement for an annual evaluation be removed to eliminate redundancy if home-schooled students were already tested. She also suggested that Commissioner Jordan meet with the School Board's legislative body, representatives of three (3) home school organizations, as well as members of this Board to address issues pertinent to their particular areas, and to make this resolution legislatively and not administratively driven. She emphasized that she agreed with accountability and testing to show the level of success attained with the students.

Commissioner Bell suggested that the foregoing resolution be amended to have the annual evaluation requirement deleted.

In response to Commissioner Moss' inquiry, Ms. Mendez-Cartaya explained that the FTE reimbursement requirement was part of the funding formula for the Florida Education Finance Program (FEFP). She advised that currently neither the school districts nor parents received funding for home-schooled students; however, the proposed resolution as presented would include home-schooled students in the funding formula and would provide the School Board with a portion of the FTE funds to administer the program and to ensure the requirements of the FCAT and assessments were enforced.

Commissioner Moss noted he was unsupportive of the foregoing resolution as amended by the members of the Board because the support of the Superintendent of Schools was based on the inclusion of the provisions deleted. He also expressed concern for this Board's involvement in issues relevant to another legislative body such as the School Board without knowing their position on the item as amended. Therefore, this Board should not consider this resolution without an official position from the School Board's legislative body, he added.

Vice Chairwoman Edmonson withdrew her co-sponsorship from the foregoing proposed legislation.

Chairman Martinez noted the Board of County Commissioners should not be legislating on a School Board related issue.

Commissioner Jordan advised the proposed resolution was prepared in response to a request emanating from her constituents, and she noted the line was crossed by this Board frequently when considering urgings to other legislative bodies. She pointed out that each member of the County Commission represented an entire County Commission District, which included schools and the parents residing in those districts.

Pursuant to Chairman Martinez's request, Assistant County Attorney Johnson-Stacks advised the proposed amendments to the foregoing resolution were as follows:

1. to add Whereas clause number three (3): "Whereas the legislation

also provides for a student in a home education setting to be evaluated once a year to demonstrate educational progress at a level equivalent to his/her abilities;

2. to add Whereas clause number four (4): "Whereas a parent/guardian selects the method of evaluation from those provided by the Florida Statutes then files a copy of the evaluation annually in the Superintendent's Office; and

3. to add under Section 1, line 5, in the body of the item after the word legislation the following language: "to include passing of the Florida Comprehensive Assessment Test (FCAT) and require end of course assessments, educational benchmarks, portfolio submission and review, and approval by the local School Board designee.

Upon concluding the foregoing discussion and hearing no other comments or concerns from the members of the Board or the administration, the Board proceeded to vote on the foregoing resolution as amended by roll call.

6/21/2011 11A2 Deferred by the Board of County Commissioners

7/7/2011 11A28 Deferred by the Board of County Commissioners

11A7

111606 Resolution Joe A. Martinez

RESOLUTION APPROVING THE ALLOCATION OF
UNSPENT FY 2008-09 DISTRICT 11 DISCRETIONARY
FUNDS AND FY 2010-11 OFFICE BUDGET FUNDS

Withdrawn

Report: *The foregoing item was withdrawn as requested in Mayor Carlos Gimenez's memorandum dated September 20, 2011, entitled "Changes for the September 20, 2011 BCC Meeting."*

9/1/2011 11A37 Deferred by the Board of County Commissioners

FINAL OFFICIAL

11A8

111562

Resolution

Dennis C. Moss

RESOLUTION APPROVING AGREEMENTS RELATED TO GRANT IN AMOUNT OF \$2,000,000 FOR DISTRICT 9 TO VILLA CAPRI ASSOCIATES, LTD. FOR DEVELOPMENT OF TWO-HUNDRED AND TWENTY AFFORDABLE RENTAL MID-RISE APARTMENT UNITS FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NUMBER 249 – "PRESERVATION OF AFFORDABLE HOUSING UNITS AND EXPANSION OF HOME OWNERSHIP"; AND PROVIDING THAT SUCH GRANT SHALL BE FUNDED OVER FORTY-FIVE MONTHS FROM NEXT BUILDING BETTER COMMUNITIES BOND SALE AS CASH FLOWS REQUIRE [SEE ORIGINAL ITEM UNDER FILE NO. 111457]

Adopted

Resolution R-749-11

Mover: Dennis C. Moss

Seconder: Jose "Pepe" Diaz

Vote: 12- 0

Absent: Suarez

Report: Commissioner Bell expressed her support for the foregoing proposed resolution, and she commented that projects already started should be fully supported.

Commissioner Heyman referenced a supplement item distributed at today's meeting in connection with the foregoing resolution and quoted the last line of Paragraph Number 2 stating "to date the project had not been submitted for underwriting." She said that the statement made the project seem like it was not shovel ready because it was not submitted to underwriting.

Ms. Jennifer Moon, Budget Director of the Office of Management and Budget, advised that it was the contractor's responsibility to submit the project for underwriting; and the subject project was excluded from the proposed budget for FY11/12 because it was deemed unnecessary to allocate funds upfront. She noted the County's administration was aware the Board wished to discuss the timeline of projects relative to the Building Better Communities-Government Obligation Bonds (BBC-GOB) as previously discussed at the last Board and First Budget meetings. Ms. Moon indicated that a list of projects would be approved as part of the budget at the September 22, 2011, Board meeting; and the list was prepared outlining the GOB projects and their timelines, as well as the projects affected by the millage rate reduction approved by the Board in previous years.

Commissioner Heyman questioned the feasibility of the County providing assistance to contractors in terms of matching funds to expedite the underwriting process.

Ms. Wendi Norris, Director of the General Services Administration (GSA), responded that the funding agreements were contingent on whether the project received a favorable recommendation in the underwriting process.

Ms. Moon advised that, if the Board approved this resolution today, an adjustment to the budget would have to be made and submitted for approval at the September 22, 2011, Board meeting.

Commissioner Heyman questioned if any other commissioner wished to protest the subject project not having been submitted to the underwriting process.

In response to Commissioner Heyman's inquiry regarding the status of the underwriting process for the subject project, Mayor Gimenez advised that the developer had to select an underwriting firm from the County's pool of underwriters and pay for the services.

Commissioner Heyman inquired whether it was premature for the Board to be considering the present item, as the project had not yet been underwritten.

In connection with Commissioner Heyman's inquiry, Deputy Mayor Edward Marquez responded the underwriting process of the project must be completed before the County approved bond financing.

In response to Commissioner Moss' inquiry as to whether all projects were subject to the same underwriting process, Ms. Norris responded that projects funded by the BBC-GOB Program, Project Number 249, were subject to the same underwriting procedures.

FINAL OFFICIAL

Chairman Martinez noted the County's administration failed to follow the appropriate agenda approval process before the foregoing resolution was placed on the agenda. Therefore, he had not approved the item to be placed on the agenda; and the supplemental item was not included in the agenda package.

Commissioner Barreiro commented that he believed the underwriting process of housing projects began after the list of projects was approved by the Board.

In response to Commissioner Moss' inquiry, Mr. Lenny Wolfe, President of Cornerstone Group Inc., 2100 Hollywood Boulevard, Hollywood, Florida, noted the project was shovel ready and building permits would be available within 30 to 45 days after the financing of the project became available. He stated his firm was ready to sign an agreement with the County, and his firm was already engaged in the underwriting process with Seltzer Management Group at the state level for the Florida Housing projects for this community. He said that he was under the understanding that the County intended to benefit from the underwriting process for the Florida State Housing projects, and he also noted the project was ready for commencement with ongoing construction on the adjacent site.

Ms. Norris clarified that, in the past, this Board had approved projects contingent upon favorable underwriting.

Commissioner Moss stated that he submitted to all members of the Board an aerial photo of the project clearly showing it was shovel ready and that Phase III was already under construction. He noted this project created affordable housing, jobs, and economic development in this community in a socio-economically distressed area. Commissioner Moss asked the members of the Board to support the foregoing subject project.

Assistant County Attorney Monica Rizzo corrected a scrivener's error on handwritten page three (3) in the first Whereas clause to replace the dollar amount of \$10,592,307 with the dollar amount of \$2,000,000.

There being no other comments from the members of the Board or the County administration, the Board proceeded to vote.

7/13/2011 2F Amended Forwarded to BCC with a favorable recommendation with committee amendment(s) from the Infrastructure and Land Use Committee

9/1/2011 11A10 Deferred by the Board of County Commissioners

11A9

111783 Resolution Joe A. Martinez,
Sally A. Heyman,
Rebeca Sosa,
Sen. Javier D. Souto,
Bruno A. Barreiro

RESOLUTION DECLARING THE FIRST WEEK IN
DECEMBER AS "MIAMI-DADE COUNTY AIDS
AWARENESS WEEK"

Adopted
Resolution R-742-11
Mover: Rebeca Sosa
Seconder: Joe A. Martinez
Vote: 13- 0

Report: Chairman Martinez recognized Ms. Aketa Villamizar (phonetic) and Mr. Rene Llenesterosa (phonetic), who were present at today's meeting on behalf of Ms. Lillie Williams, for representing the State of Florida Health Department as it related to the resolution that declared the first week in December as "Miami-Dade County AIDS Awareness Week."

9/13/2011 2A Forwarded with a favorable recommendation from the Public Safety & Healthcare Admin Cmte

11A10

111951 Resolution Audrey M. Edmonson,
Joe A. Martinez

RESOLUTION URGING THE FLORIDA LEGISLATURE TO
INCREASE THE PENALTIES FOR THE ILLEGAL PURCHASE
OF SCRAP METALS; OPPOSING STATE PREEMPTION OF
LOCAL SCRAP METAL ORDINANCES

Adopted
Resolution R-751-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0

11 B ADDITIONAL BUDGET ALLOCATIONS

12 COUNTY MANAGER

13 COUNTY ATTORNEY

13A1

111927 Resolution

RESOLUTION APPROVING SETTLEMENT AGREEMENT
BETWEEN MIAMI-DADE COUNTY, AND JOHNSON
CONTROLS, INC. TO RESOLVE OUTSTANDING
LITIGATION FOR MUTUAL RELEASES OF ALL CLAIMS
AND A PAYMENT TO THE COUNTY OF \$4,000,000 (County
Attorney)

Withdrawn

Report: SEE AGENDA ITEM 13A1 SUBSTITUTE, LEGISLATIVE FILE
NUMBER 111941.

13A1 SUBSTITUTE

111941 Resolution

RESOLUTION APPROVING SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY, AND JOHNSON CONTROLS, INC. TO RESOLVE OUTSTANDING LITIGATION FOR MUTUAL RELEASES OF ALL CLAIMS AND A PAYMENT TO THE COUNTY OF \$4,000,000 (SEE ORIGINAL ITEM UNDER FILE NO. 111927) (County Attorney)

*Adopted
Resolution R-743-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0*

14 ITEMS SUBJECT TO 4-DAY RULE

14A1

111933 Resolution Rebeca Sosa

RESOLUTION APPROVING CONFIDENTIAL PROJECT NO 11-00454 AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO FLORIDA STATUTE 288.106; CONFIRMING THAT THE COMMITMENTS OF LOCAL FINANCIAL SUPPORT NECESSARY FOR CONFIDENTIAL PROJECT NO. 11-00454 EXIST; AND PROVIDING AN APPROPRIATION OF UP TO \$80,800 FROM GENERAL REVENUE FUNDS AS LOCAL PARTICIPATION IN THE STATE OF FLORIDA QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM FOR FISCAL YEARS 2012 THROUGH 2018, INCLUSIVE, OR OVER A TIME PERIOD AS DETERMINED BY THE STATE OF FLORIDA IN ITS APPROVAL OF CONFIDENTIAL PROJECT NO. 11-00454 APPLICATION WITH THE PROVISION THAT ANY TAX ABATEMENT GRANTED TO CONFIDENTIAL PROJECT NO. 11-00454 UNDER FLORIDA STATUTE 196.1995 REDUCES ANY QUALIFIED TARGET INDUSTRY TAX REFUND TO CONFIDENTIAL PROJECT NO.11-00454 BY THE AMOUNT OF ANY SUCH TAX ABATEMENT GRANTED, IN COMPLIANCE WITH FLORIDA STATUTE 288.106(6)(D); AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO MAKE MODIFICATIONS INCLUDING CHANGES TO DATES FOR JOB CREATION AND DISBURSEMENT OF INCENTIVE AWARDS IF IN THE BEST INTEREST OF THE COUNTY AND EXECUTE ALL CONTRACTS, AGREEMENTS, AND AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE [SEE ORIGINAL ITEM UNDER FILE NO. 111704] (Ofc of Economic Development & International Trade)

*Adopted
Resolution R-744-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0*

9/14/2011 3A SUB

Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Economic Development & Social Services Committee

14A2

111801 Resolution

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SHAW ENVIRONMENTAL, INC. FOR CRANE PROGRAM ENGINEERING SERVICES IN THE AMOUNT OF \$2,475,000, CONTRACT NO. E10-SEA-01; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY TERMINATION AND RENEWAL PROVISIONS THEREIN (Seaport Department)

*Adopted
Resolution R-745-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0*

9/14/2011 3C Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Economic Development & Social Services Committee

14A3

111785 Resolution

RESOLUTION APPROVING DESIGN-BUILD SERVICES CONTRACT NO. DB09-WASD-05 ARRA IN THE AMOUNT OF \$20,474,369.57 TO POOLE & KENT COMPANY OF FLORIDA FOR IMPROVEMENTS TO THE EXISTING CO-GENERATION FACILITY AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN (Water & Sewer Department)

*Adopted
Resolution R-746-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0*

9/14/2011 3R Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Infrastructure and Land Use Committee

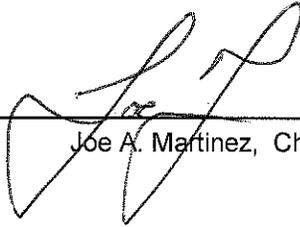
14A4

111949 Resolution Rebeca Sosa

RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE AN AGREEMENT WITH FLORIDA EAST COAST RAILWAY, LLC ("FEC") TO ALLOW THE FEC TO OVERSEE ON THE COUNTY'S BEHALF CERTAIN REPAIRS AND IMPROVEMENTS TO RAIL FACILITIES AT THE PORT OF MIAMI [SEE ORIGINAL ITEM UNDER FILE NO. 111909] (Seaport)

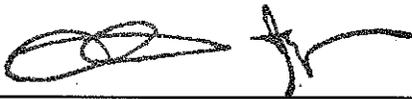
*Adopted
Resolution R-747-11
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 13- 0*

9/14/2011 3D AMENDED Forwarded to the BCC by the BCC Chairperson with favorable recommendation with committee amendments from the Economic Development & Social Services Committee



Joe A. Martinez, Chairman

ATTEST: HARVEY RUVIN, CLERK



By: _____
Christopher Agrippa, Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
SEPTEMBER 20, 2011

Prepared by: Flora Real

EXHIBITS LIST

Page 1 of 2

NO.	DATE	ITEM #	DESCRIPTION
1	09/20/2011		ORDER OF THE DAY
2	09/20/2011		ROLL CALL
3	09/20/2011		MEMORANDUM RE: CHANGES FOR THE SEPTEMBER 20, 2011 BCC MEETING
4	09/20/2011		PULL LIST
5	09/20/2011	11I	PROPOSED 2012 STATE LEGISLATIVE AGENDA
6	09/20/2011	4A	ORDINANCE CREATING SECTION 8A-1.2 OF CODE RE: RENTAL CAR COMPANIES TO PROVIDE PUBLIC NOTICE OF FEES
7	09/20/2011	4C	ORDINANCE RELATING TO THE COLLECTION OF DATA FOR A DISPARITY STUDY RE: RACE, GENDER, AND ETHNIC BASED CONTRACTING PROGRAMS
8	09/20/2011	4D	ORDINANCE AMENDING SECTION 19-13(A)(2) OF THE CODE REQUIRING THE SAME LEVEL OF MAINTENANCE OF RESIDENTIAL LOTS WHETHER IMPROVED OR UNIMPROVED
9	09/20/2011	7A	ORDINANCE PERTAINING TO ZONING: REGULATING FENCES CHARGED WITH ELECTRICITY (ORIGINAL VERSION)
10	09/20/2011	7A	ORDINANCE PERTAINING TO ZONING: REGULATING FENCES CHARGED WITH ELECTRICITY (AMENDED VERSION)
11	09/20/2011	801A	SUPPLEMENT REPORT
12	09/20/2011	11A6	RESOLUTION URGING FLORIDA LEGISLATURE AND THE FLA DEPT. OF EDUCATION TO PASS LEGISLATION RE: AWARDDING HOME SCHOOLED STUDENTS HIGH SCHOOL DIPLOMAS (MOTION TO AMEND FAILED)
13	09/20/2011	11A7	RESOLUTION APPROVING ALLOCATION OF UNSPENT FY2008-9 DISTRICT 11 DISCRETIONARY FUNDS AND FY2010-11 OFFICE BUDGET FUNDS (WITHDRAWN)



MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

ORDER OF THE DAY

Tuesday, September 20, 2011

9:30 a.m.

Special Presentations

1D1 - PRESENTATION OF A PROCLAMATION AND PLAQUE TO CHIEF KARLS PAUL-NOEL (Jordan)

**Immediately
Upon Conclusion**

Call to Order

Roll Call

Setting of Agenda

**Immediately
Upon Conclusion
of Action Items**

Discussion Items:

6B1 - MIAMI INTERNATIONAL AIR SHOW (Moss)

6B2 - DISCUSSION ITEM RE: RFP 654 HEAVY RAIL (Martinez)

6:30 p.m.

Adjournment

**Immediately Upon
Adjournment**

Committee of the Whole in BCC Chambers

Board of County Commissioners

Roll Call Sheet for 9/20/2011

MEMBER	PRESENT	LATE	ABSENT
Commissioner Barreiro			
Commissioner Bell	✓	10:05	
Commissioner Bovo	✓	11:15	
Commissioner Diaz	✓		
Commissioner Heyman	✓		
Commissioner Jordan	✓		
Commissioner Monestime	✓		
Commissioner Moss	✓		
Commissioner Sosa	✓		
Commissioner Souto	✓		
Commissioner Suarez	✓		
Vice Chairwoman Edmonson	✓		
Chairman Martinez	✓	10:07	

1st Roll @ 5

2nd Roll @ 8 **NOTE:** 7 members constitute a quorum

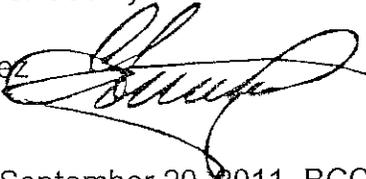
10:03 Am.

Memorandum



Date: September 20, 2011

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

From: Carlos A. Gimenez
Mayor 

Subject: Changes for the September 20, 2011 BCC
Meeting

Additions

6B2

Joe A. Martinez

111948 DISCUSSION ITEM RE: RFP 654 HEAVY RAIL

801B SUPPLEMENT

111939 SUPPLEMENT RE: RESOLUTION BY THE CITIZENS' INDEPENDENT
TRANSPORTATION TRUST RECOMMENDING THAT THE BOARD OF
COUNTY COMMISSIONERS AUTHORIZE A COMPETITIVE CONTRACT
AWARD TO OBTAIN EXTERNAL INDEPENDENT AUDITING SERVICES

11A10

Audrey M. Edmonson

111951 RESOLUTION URGING THE FLORIDA LEGISLATURE TO INCREASE
THE PENALTIES FOR THE ILLEGAL PURCHASE OF SCRAP METALS;
OPPOSING STATE PREEMPTION OF LOCAL SCRAP METAL
ORDINANCES

Additions

13A1 SUBSTITUTE

- 111941 RESOLUTION APPROVING SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY, AND JOHNSON CONTROLS, INC. TO RESOLVE OUTSTANDING LITIGATION FOR MUTUAL RELEASES OF ALL CLAIMS AND A PAYMENT TO THE COUNTY OF \$4,000,000 (SEE ORIGINAL ITEM UNDER FILE NO. 111927) (County Attorney)

14A1

Rebeca Sosa

- 111933 RESOLUTION APPROVING CONFIDENTIAL PROJECT NO 11-00454 AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO FLORIDA STATUTE 288.106; CONFIRMING THAT THE COMMITMENTS OF LOCAL FINANCIAL SUPPORT NECESSARY FOR CONFIDENTIAL PROJECT NO. 11-00454 EXIST; AND PROVIDING AN APPROPRIATION OF UP TO \$80,800 FROM GENERAL REVENUE FUNDS AS LOCAL PARTICIPATION IN THE STATE OF FLORIDA QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM FOR FISCAL YEARS 2012 THROUGH 2018, INCLUSIVE, OR OVER A TIME PERIOD AS DETERMINED BY THE STATE OF FLORIDA IN ITS APPROVAL OF CONFIDENTIAL PROJECT NO. 11-00454 APPLICATION WITH THE PROVISION THAT ANY TAX ABATEMENT GRANTED TO CONFIDENTIAL PROJECT NO. 11-00454 UNDER FLORIDA STATUTE 196.1995 REDUCES ANY QUALIFIED TARGET INDUSTRY TAX REFUND TO CONFIDENTIAL PROJECT NO.11-00454 BY THE AMOUNT OF ANY SUCH TAX ABATEMENT GRANTED, IN COMPLIANCE WITH FLORIDA STATUTE 288.106(6)(D); AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO MAKE MODIFICATIONS INCLUDING CHANGES TO DATES FOR JOB CREATION AND DISBURSEMENT OF INCENTIVE AWARDS IF IN THE BEST INTEREST OF THE COUNTY AND EXECUTE ALL CONTRACTS, AGREEMENTS, AND AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE [SEE ORIGINAL ITEM UNDER FILE NO. 111704] (Ofc of Economic Development & International Trade)

Additions

14A2

- 111801** RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SHAW ENVIRONMENTAL, INC. FOR CRANE PROGRAM ENGINEERING SERVICES IN THE AMOUNT OF \$2,475,000, CONTRACT NO. E10-SEA-01; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY TERMINATION AND RENEWAL PROVISIONS THEREIN (Seaport Department)

14A3

- 111785** RESOLUTION APPROVING DESIGN-BUILD SERVICES CONTRACT NO. DB09-WASD-05 ARRA IN THE AMOUNT OF \$20,474,369.57 TO POOLE & KENT COMPANY OF FLORIDA FOR IMPROVEMENTS TO THE EXISTING CO-GENERATION FACILITY AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN (Water & Sewer Department)

14A4

Rebeca Sosa

- 111949** RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE AN AGREEMENT WITH FLORIDA EAST COAST RAILWAY, LLC ("FEC") TO ALLOW THE FEC TO OVERSEE ON THE COUNTY'S BEHALF CERTAIN REPAIRS AND IMPROVEMENTS TO RAIL FACILITIES AT THE PORT OF MIAMI [SEE ORIGINAL ITEM UNDER FILE NO. 111909] (Seaport)

Additions

14A5

Bruno A. Barreiro,
Rebeca Sosa

- 111795 RESOLUTION AUTHORIZING EXECUTION OF A TRANSFER AGREEMENT FOR TRANSIT PATRONS BETWEEN MIAMI-DADE COUNTY AND MIAMI TRANSIT SYSTEMS, INC. D/B/A CONCHITA TRANSIT EXPRESS; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN; AND AUTHORIZING APPROVAL TO ENTER INTO FUTURE SIMILAR AGREEMENTS WITH OTHER LOCAL JITNEY COMPANIES (Miami-Dade Transit)

Deferrals

111

Joe A. Martinez

- 111918 PROPOSED 2012 STATE LEGISLATIVE AGENDA (Office of Intergovernmental Affairs)
Note: The Prime Sponsor is requesting deferral to the October 4th BCC meeting.

Withdrawals

11A7

Joe A. Martinez

- 111606 RESOLUTION APPROVING THE ALLOCATION OF UNSPENT FY 2008-09 DISTRICT 11 DISCRETIONARY FUNDS AND FY 2010-11 OFFICE BUDGET FUNDS

Scrivener's Errors

801E

111738 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT NO. 5726-0/17 IN THE AMOUNT OF \$7,580,000 FOR RENTAL OF GOLF CARTS, PERSONNEL CARTS AND TURF VEHICLES (Procurement Management Department)

Note: On handwritten page two, in the third sentence of the second paragraph, the words "on an hourly basis" are replaced with "for a flat fee".

Note: UPON THE ADOPTION OF ANY SUBSTITUTE OR ALTERNATE AGENDA ITEM, THE ACCOMPANYING SUBSTITUTES AND/OR ALTERNATES SHALL BE DEEMED WITHDRAWN.



MIAMI-DADE BOARD OF COUNTY COMMISSIONERS
Tuesday, September 20, 2011

PULL LIST

4A	ORDINANCE CREATING SECTION 8A-1.2 OF THE CODE OF MIAMI-DADE COUNTY; REQUIRING RENTAL CAR COMPANIES TO PROVIDE PUBLIC NOTICE OF FEES ASSOCIATED WITH THE USE OF SUNPASS EQUIPMENT, PROVIDING DEFINITIONS; AMENDING SECTION 8CC-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE <i>Commissioner: Bell (Co-Sponsor)</i>
4C	ORDINANCE RELATING TO THE COLLECTION OF DATA FOR A DISPARITY STUDY IN CONNECTION WITH RACE, GENDER AND ETHNIC BASED CONTRACTING PROGRAMS; REQUIRING COUNTY CONTRACTORS TO REPORT THE RACE, GENDER AND ETHNIC MAKEUP OF THE OWNERSHIP OF SUBCONTRACTORS PERFORMING THE WORK; REQUIRING COUNTY CONTRACTORS TO REPORT PAYMENTS MADE TO ALL SUBCONTRACTORS UNDER THE CONTRACT; AMENDING SECTIONS 2-8.1, 2-8.8 AND 10-34 OF THE CODE; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE <i>Commissioner: Monestime (Co-Sponsor)</i>
5B	RESOLUTION APPROVING THE NAMING OF THE ARCOLA LAKES HEAD START/EARLY HEAD START CENTER AS THE "LILLIE M. WILLIAMS HEAD START/EARLY HEAD START CENTER AT ARCOLA LAKES" AFTER PUBLIC HEARING AND THREE-FIFTHS VOTE OF BOARD MEMBERS PRESENT <i>Commissioner: Jordan (Co-Sponsor)</i>
8C1A	RESOLUTION APPROVING AMENDMENTS TO IMPLEMENTING ORDER 4-107 RELATING TO THE FEE SCHEDULE FOR THE CONSUMER SERVICES DEPARTMENT(Consumer Services Department) <i>Commissioner: Bell</i>
8D1A	RESOLUTION WAIVING BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM'S ADMINISTRATIVE RULES FOR PURPOSE OF DISBURSING BOND FUNDS IN THE AMOUNT OF \$1,007,400.00 AS LOCAL GOVERNMENT MATCH TO US ARMY CORPS OF ENGINEERS RELATING TO BBC GOB PROJECT NO. 52 - "BEACH EROSION MITIGATION AND RENOURISHMENT PROJECT"; AND AUTHORIZING MAYOR OR MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE FOREGOING(Department of Environmental Resources Management) <i>Commissioner: Bell, Bovo</i>
8O1A and 8O1A Supp.	RESOLUTION AUTHORIZING AWARD OF COMPETITIVE CONTRACT 9432-4/16 TEMPORARY EMPLOYMENT AGENCY SERVICES IN THE AMOUNT OF \$17,808,000 AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE CONTRACT OPTIONS, AND ANY OTHER RIGHTS CONTAINED THEREIN, AWARD SAME, AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS [SEE ORIGINAL ITEM #111010](Procurement Management Department) <i>Commissioner: Barreiro, Martinez</i>



MIAMI-DADE BOARD OF COUNTY COMMISSIONERS
Tuesday, September 20, 2011

PULL LIST

801D	<p>RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE ESTIMATED AMOUNT OF \$5,000,000.00 BASED ON COMMISSIONS WITH ADVANCED DATA PROCESSING, INC TO OBTAIN EMERGENCY MEDICAL SERVICES BILLING AND COLLECTIONS TO THE MIAMI-DADE FIRE RESCUE DEPARTMENT, WAIVING THE REQUIREMENTS OF SECTIONS 2-8.3 AND 2-8.4 OF THE MIAMI-DADE COUNTY CODE, PERTAINING TO FORMAL BID PROCEDURES AND BID PROTESTS, BY A TWO-THIRD VOTE OF THE BOARD MEMBERS PRESENT, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. CBW600-0/15(Procurement Management Department)</p> <p><i>Commissioner: Diaz, Jordan</i></p>
801E	<p>RESOLUTION AUTHORIZING THE AWARD OF CONTRACT NO. 5726-0/17 IN THE AMOUNT OF \$7,580,000 FOR RENTAL OF GOLF CARTS, PERSONNEL CARTS AND TURF VEHICLES(Procurement Management Department)</p> <p><i>Commissioner: Monestime, Martinez</i></p>
10A1	<p>RESOLUTION APPROVING ISSUANCE OF MIAMI-DADE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY SOLID WASTE DISPOSAL REVENUE BONDS (WASTE MANAGEMENT, INC. PROJECT), IN ONE OR MORE SERIES, IN AN AMOUNT NOT TO EXCEED \$75,000,000 TO FINANCE CAPITAL PROJECTS FOR PURPOSES OF AND PURSUANT TO SECTION 147(F) OF INTERNAL REVENUE CODE OF 1986, AS AMENDED(Industrial Development Authority)</p> <p><i>Commissioner: Bell, Monestime</i></p>
11A1	<p>RESOLUTION URGING THE FLORIDA LEGISLATURE TO PASS LEGISLATION STRENGTHENING FLORIDA LAW RELATED TO HUMAN TRAFFICKING AND SEX TRAFFICKING CONSISTENT WITH LEGISLATION PASSED EARLIER THIS YEAR BY THE GEORGIA GENERAL ASSEMBLY</p> <p><i>Commissioner: Bell (Co-Sponsor), Jordan (Co-Sponsor)</i></p>
11A6	<p>RESOLUTION URGING THE FLORIDA LEGISLATURE AND THE FLORIDA DEPARTMENT OF EDUCATION TO PASS LEGISLATION AND PROMULGATE REGULATIONS, RESPECTIVELY, REQUIRING THAT PUBLIC SCHOOLS BE AUTHORIZED AND DIRECTED TO AWARD HIGH SCHOOL DIPLOMAS TO STUDENTS PARTICIPATING IN A HOME EDUCATION PROGRAM ("HOME SCHOOLED STUDENTS") MEETING CERTAIN CRITERIA SET FORTH BY THE FLORIDA LEGISLATURE; AND FURTHER URGING MIAMI-DADE COUNTY SCHOOLS TO PROVIDE FOR THE AWARD OF MIAMI-DADE COUNTY SCHOOL BOARD HIGH SCHOOL DIPLOMAS TO HOME SCHOOLED STUDENTS HAVING MET THE CRITERIA SET FORTH BY THE FLORIDA LEGISLATURE</p> <p><i>Commissioner: Sosa, Edmonson</i></p>
11A8	<p>RESOLUTION APPROVING AGREEMENTS RELATED TO GRANT IN AMOUNT OF \$2,000,000 FOR DISTRICT 9 TO VILLA CAPRI ASSOCIATES, LTD. FOR DEVELOPMENT OF TWO-HUNDRED AND TWENTY AFFORDABLE RENTAL MID-RISE APARTMENT UNITS FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NUMBER 249 – "PRESERVATION OF AFFORDABLE HOUSING UNITS AND EXPANSION OF HOME OWNERSHIP"; AND PROVIDING THAT SUCH GRANT SHALL BE FUNDED OVER FORTY-FIVE MONTHS FROM NEXT BUILDING BETTER COMMUNITIES BOND SALE AS CASH FLOWS REQUIRE [SEE ORIGINAL ITEM UNDER FILE NO. 111457]</p> <p><i>Commissioner: Bell</i></p>
11A9	<p>RESOLUTION DECLARING THE FIRST WEEK IN DECEMBER AS "MIAMI-DADE COUNTY AIDS AWARENESS WEEK"</p> <p><i>Commissioner: Barreiro (Co-Sponsor), Martinez</i></p>



MIAMI-DADE BOARD OF COUNTY COMMISSIONERS
Tuesday, September 20, 2011

PULL LIST

11A10	RESOLUTION URGING THE FLORIDA LEGISLATURE TO INCREASE THE PENALTIES FOR THE ILLEGAL PURCHASE OF SCRAP METALS; OPPOSING STATE PREEMPTION OF LOCAL SCRAP METAL ORDINANCES <i>Commissioner: Martinez (Co-Sponsor)</i>
14A1	RESOLUTION APPROVING CONFIDENTIAL PROJECT NO 11-00454 AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO FLORIDA STATUTE 288.106; CONFIRMING THAT THE COMMITMENTS OF LOCAL FINANCIAL SUPPORT NECESSARY FOR CONFIDENTIAL PROJECT NO. 11-00454 EXIST; AND PROVIDING AN APPROPRIATION OF UP TO \$80,800 FROM GENERAL REVENUE FUNDS AS LOCAL PARTICIPATION IN THE STATE OF FLORIDA QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM FOR FISCAL YEARS 2012 THROUGH 2018, INCLUSIVE, OR OVER A TIME PERIOD AS DETERMINED BY THE STATE OF FLORIDA IN ITS APPROVAL OF CONFIDENTIAL PROJECT NO. 11-00454 APPLICATION WITH THE PROVISION THAT ANY TAX ABATEMENT GRANTED TO CONFIDENTIAL PROJECT NO. 11-00454 UNDER FLORIDA STATUTE 196.1995 REDUCES ANY QUALIFIED TARGET INDUSTRY TAX REFUND TO CONFIDENTIAL PROJECT NO.11-00454 BY THE AMOUNT OF ANY SUCH TAX ABATEMENT GRANTED, IN COMPLIANCE WITH FLORIDA STATUTE 288.106(6)(D); AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO MAKE MODIFICATIONS INCLUDING CHANGES TO DATES FOR JOB CREATION AND DISBURSEMENT OF INCENTIVE AWARDS IF IN THE BEST INTEREST OF THE COUNTY AND EXECUTE ALL CONTRACTS, AGREEMENTS, AND AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE [SEE ORIGINAL ITEM UNDER FILE NO. 111704](Ofc of Economic Development & International Trade) <i>Commissioner:</i>
14A2	RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SHAW ENVIRONMENTAL, INC. FOR CRANE PROGRAM ENGINEERING SERVICES IN THE AMOUNT OF \$2,475,000, CONTRACT NO. E10-SEA-01; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY TERMINATION AND RENEWAL PROVISIONS THEREIN(Seaport Department) <i>Commissioner:</i>
14A3	RESOLUTION APPROVING DESIGN-BUILD SERVICES CONTRACT NO. DB09-WASD-05 ARRA IN THE AMOUNT OF \$20,474,369.57 TO POOLE & KENT COMPANY OF FLORIDA FOR IMPROVEMENTS TO THE EXISTING CO-GENERATION FACILITY AT THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN(Water & Sewer Department) <i>Commissioner:</i>
14A4	RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE AN AGREEMENT WITH FLORIDA EAST COAST RAILWAY, LLC ("FEC") TO ALLOW THE FEC TO OVERSEE ON THE COUNTY'S BEHALF CERTAIN REPAIRS AND IMPROVEMENTS TO RAIL FACILITIES AT THE PORT OF MIAMI [SEE ORIGINAL ITEM UNDER FILE NO. 111909](Seaport) <i>Commissioner:</i>
14A5	RESOLUTION AUTHORIZING EXECUTION OF A TRANSFER AGREEMENT FOR TRANSIT PATRONS BETWEEN MIAMI-DADE COUNTY AND MIAMI TRANSIT SYSTEMS, INC. D/B/A CONCHITA TRANSIT EXPRESS; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN; AND AUTHORIZING APPROVAL TO ENTER INTO FUTURE SIMILAR AGREEMENTS WITH OTHER LOCAL JITNEY COMPANIES(Miami-Dade Transit) <i>Commissioner:</i>

September 20, 2011

Memorandum



Date: September 8, 2011
To: Honorable Chairman Joe A. Martinez
& Members of The Board of County Commissioners
From: Joe I. Rasco
Director, Office of Intergovernmental Affairs 
Subject: Proposed 2012 State Legislative Agenda

RECOMMENDATION

Transmitted here within are the Miami-Dade County 2012 Preliminary State Legislative Agenda to be included on the agenda for the September 20, 2011 Board of County Commissioners meeting.

Attachments.



MIAMI-DADE COUNTY 2012 STATE LEGISLATIVE AGENDA

CRITICAL PRIORITIES

- **Job Creation:** *SUPPORT* initiatives that would increase employment opportunities in Miami-Dade County, including, but not limited to, destination gaming.
- **State funding/budget:** *PRESERVE* state funding for County programs and important community programs and *OPPOSE* efforts to cost shift additional financial and programmatic obligations from the state to local governments, in light of the state budget situation and declining state revenues.
- **Pretrial Release:** *OPPOSE* legislation that would place arbitrary statutory restrictions on pretrial supervision programs.
- **Elderly Services:** *PRESERVE* funding currently received in the area of elderly services, including programs for elderly high-risk meals and homebound elderly and funding for community care and Local Service Providers.
- **Jackson Health:** *PRESERVE* current state funding for charity care to Jackson Health System as burdens on Jackson continue to increase as revenue declines.
- **Deep Dredge:** *SUPPORT* efforts to maintain funding allocated for the Deep Dredge Project in the Florida Department of Transportation's 2012-2013 Work Program.



MIAMI-DADE COUNTY 2012 STATE LEGISLATIVE AGENDA

GUIDING PRINCIPLES

- **Home Rule and Preemption:** *SUPPORT* preservation of local home rule; *OPPOSE* any effort to preempt local authority.
- **State Funding, Cost Shifts and Unfunded Mandates:** *SUPPORT* preservation of existing state funding for County programs; and *OPPOSE* any additional cost shifts or unfunded mandates from the state to the County, and any reductions in County revenue, revenue sharing, or funding from the state. *OPPOSE* any measure that would adversely affect County revenues, including in the area of property taxes.
- **Protect Previous State Funding:** *SUPPORT* efforts to secure the same level of state funding for County programs as last year.
- **Promote Partnerships:** *SUPPORT* partnerships with the state, other counties, municipalities, statewide associations and any other entity that would help to create favorable outcomes for the County.



Miami-Dade County 2012 State Legislative Agenda

Departmental Requests

A.D.A. Coordination

- **Accessible Parking Reform:** *SUPPORT* legislation that would curb current abuses that exist with regards to accessible parking spaces and placards.
- **Visitability Legislation:** *SUPPORT* legislation that would enact visitability requirements in the state, and build stakeholder buy-in.

Animal Services

- **Animal Control and Cruelty Civil Violation Surcharge:** *SUPPORT* legislation which would expand the use of proceeds generated from the \$5 surcharge fee on civil violations to fund other operating expenses, in addition to animal control training programs.

Aviation

- **Funding of Capital Projects:** *SUPPORT* full funding of Aviation capital projects included in the Florida Department of Transportation's FT 2012-2013 Work Program and *OPPOSE* any efforts that will result in reduction of funding to the work program.
- **Sales Tax Exemptions:** *MONITOR* legislation that would repeal the sales tax exemptions on aircrafts.
- **Pilot Programs:** *SUPPORT* funding for enhancement of security and safety, particularly through pilot programs.

- **Telecom Legislation:** *MONITOR* any telecommunications legislation or rules that would negatively impact the Aviation department.

Building and Neighborhood Compliance

- **Chapter 489:** *SUPPORT* legislation amending chapter 489 of the Florida Statutes to empower local enforcement authorities to issue citations to state certified contactors for violations of the Florida Building Code.

Community Action Agency

- **Community Services Block Grant (CSBG):** *SUPPORT* legislation that would ensure the appropriation of state dollars to augment federal funding the state receives through the CSBG Act.

Consumer Services

- **National Criminal Background Checks:** *SUPPORT* legislation that would allow Miami-Dade County to conduct a national criminal background check on all for-hire chauffeurs.
- **Preemption of For-Hire Transportation and Ambulance Regulations:** *OPPOSE* legislation that would impact local regulation of for-hire transportation.
- **Preemption of Towing, Moving, Locksmith or Motor Vehicle Repair:** *OPPOSE* legislation that would impact local regulation in the areas of towing, moving, locksmiths and motor vehicle repair.
- **Taxicab Lease Rates:** *SUPPORT* legislation clarifying that Miami-Dade County may impose reasonable price controls on certain for-hire transportation lease-rates.
- **Local Regulation of Tour Guides:** *SUPPORT* legislation which would remove preemption to the state which currently exists on local regulation of tour guides.

Corrections

- **Pretrial Supervision:** *OPPOSE* legislation that would favor the bailbond industry over pretrial supervision programs by placing arbitrary statutory restrictions on pretrial supervision programs.

- **Lewd or Lascivious Behavior:** *SUPPORT* legislation that would expand the third degree felony currently in place for lewd or lascivious behavior in state or private jails to county detention centers of jails.
- **Cellular Phones as Contraband:** *SUPPORT* legislation that would include cellular phones in the statute that defines contraband.
- **Limited Arrest Authority:** *SUPPORT* legislation that allows correctional officers limited arrest authority within detention facilities.
- **Department of Corrections Certification:** *SUPPORT* legislation that would prohibit county detention facilities to receive periodic state certification from the Department of Corrections.

Cultural Affairs

- **Cultural Affairs Grants:** *SUPPORT* an increase to the statewide budget allocation for cultural affairs grants.

DERM

- **Beach Erosion:** *MAINTAIN* a dedicated funding source for statewide beach erosion control activities.
- **Inland Protection Trust Fund:** *MAINTAIN* full funding from the Inland Protection Trust Fund for the Florida Petroleum Cleanup Program to remediate contaminated sites.
- **Title V:** *MAINTAIN* full funding from the Air Pollution Control Trust Fund to approved Local Agency Air Programs for the Title V Program and *SUPPORT* legislation that requires direct pass-through funding of Title V Air Permit Fees to Local Agency Air Programs.
- **Contamination of Water Wells:** *MAINTAIN* sufficient funding to investigate contamination of private drinking water wells and to respond to contamination.

Elections

- **Absentee Ballot Security Envelopes:** *SUPPORT* legislation that would allow counties to utilize security-enhanced envelopes for absentee ballots.

- **Election Audit Rules:** : *SUPPORT* legislation that would allow Supervisors of Elections to audit at least 1 percent but not more than 2 percent of randomly selected precincts and/or voting units in a particular election.
- **Community Development District Elections:** *SUPPORT* legislation that would allow for Community Development District elections to be conducted by mail.
- **Early Voting Sites:** *SUPPORT* legislation that would expand the allowable facilities eligible for use as early voting sites.

Film and Entertainment

- **Industry Incentives:** *SUPPORT* legislation that would reinstate industry incentive language in an effort to attract high-impact television production.

General Services Administration (G.S.A.)

- **Repackaged Drugs:** *SUPPORT* legislation that would limit the reimbursement of relabeled and repackaged drugs distributed by physicians in workers compensation cases.

Homeless Trust

- **Gap Funding:** *SUPPORT* funding to continue the Gap Funding Project to assist homeless individuals served by the Eleventh Judicial Circuit Criminal Mental Health Project's Jail Diversion Program.
- **Crisis Outplacement Beds:** *SUPPORT* funding to continue the Crisis Outplacement Bed Program to assist homeless individuals served by the Eleventh Judicial Circuit Criminal Mental Health Project's Jail Diversion Program.

Housing and Community Development

- **State Housing Initiatives Partnership Program:** *SUPPORT* the preservation of the SHIP program within the Department of Housing and Community Development and maintain or increase current levels of funding.
- **Community Development Block Grant:** *SUPPORT* the preservation of the CDBG program and maintain or increase current levels of funding.

- **HOME Investment Partnership Program:** *SUPPORT* the preservation of the HOME program and maintain or increase current levels of funding.

Human Services

- **Elderly High-Risk Meals:** *SUPPORT* funding for the elderly high-risk meals program.

Library

- **State Aid to Libraries:** *SUPPORT* funding for the State Aid to Libraries program at \$31 million, which would allow for a match of approximately 4 cents on the dollar, or an estimated \$3.2 million

Mayor's Office

- **Economic Development/Job Creation:** *SUPPORT* legislation that would allow for the development of destination gaming resorts in Miami-Dade County and *SUPPORT* legislation that would ban video gaming machines.

Metropolitan Planning Organization

- **Grade Separation Project:** *SUPPORT* funding for a grade separation project on SW 107 Avenue and 8 Street.

Public Housing Agency

- **45 Day Rule:** *SUPPORT* legislation that would exempt public housing agencies from Florida Statute 83.56(5), allowing them to comply with eviction processes outlined in federal regulations.
- **Homeowner's Associations:** *SUPPORT* legislation that would exempt public housing agencies and the tenants they serve from Florida Statute 718.116(11), 720.3085(8), and 719.108(10), or, in the alternative, require as a condition the homeowners or condo associations to enter into a Housing Assistance Payment Contract (HAP) with the public housing agency following a request by the owner to assign the HAP to the association.

Office of Countywide Healthcare Planning

- **Miami-Dade Premium Assistance Program:** *SUPPORT* funding under the LIP program for the Miami-Dade Premium Assistance Program-Health Insurance Utilization Program.
- **Center for Health Insurance Education and Primary Care Access:** *SUPPORT* funding through the Legislature and support through the Office of Insurance Regulation for development of the Miami-Dade County Center for Health Insurance Education and Primary Care Access.
- **Liberty City Clinic Capital Construction:** *SUPPORT* funding for a new healthcare facility to be located in Liberty City.
- **Miami-Dade County Health Department Main Complex:** *SUPPORT* funding for the New Clinic Tower and a parking garage to be located at the Health Department Main Complex.

Parks and Recreation

- **Fit to Play Program:** *SUPPORT* funding of the Fit to Play Program, which is designed to help children achieve better health through physical activities and wiser eating habits.
- **Tamiami Basketball Pavilion:** *SUPPORT* funding to complete a four-court indoor basketball gymnasium at Tamiami Park.
- **Trail Glades Range Clubhouse:** *SUPPORT* funding to complete the Trail Glades Range Clubhouse.
- **Tree Island Park Development:** *SUPPORT* funding for the development of Tree Island Park and Preserve.
- **Exotic Wildlife Control:** *SUPPORT* funding for expansion of the exotic wildlife control program to expand the capability of the land managing division to coordinate with state and federal control programs, initiate local control programs for exotic wildlife, establish a trapping campaign using private contractors and educate the public.
- **Cultural Arts Center Bridge and Lighted Promenade:** *SUPPORT* funding to provide a link for the Black Creek Trail to the South Dade Cultural Arts Center.

- **Florida Recreation Development Assistance Grant Program (FRDAP):** *SUPPORT* full funding for the FRDAP program by the Legislature.

Police

- **Adam Walsh Act:** *SUPPORT* legislation that would amend the Florida Statutes to align with the Adam Walsh Child Protection and Safety Act of 2006.

Procurement

- **Repeal of 511:** *SUPPORT* passage of a Memorial to Congress urging the repeal of section 511 of the Tax Increase Prevention and Reconciliation Act of 2005.

Public Works

- **Venetian Causeway Bridges:** *SUPPORT* funding to complete replacement of the 12 bridges on the Venetian Causeway.
- **Tamiami Canal Swing Bridge:** *SUPPORT* funding for design and construction of a replacement of the Tamiami Canal Swing Bridge.
- **Advanced Traffic Management Systems:** *SUPPORT* funding to complete implementation and system enhancements to the advanced traffic management systems.

Seaport

- **Deep Dredge:** *SUPPORT* efforts to maintain funding allocated for the Deep Dredge Project in the Florida Department of Transportation's 2012-2013 Work Program.
- **Capital Development Projects:** *SUPPORT* efforts to maintain funding for critical crane/wharf strengthening project needed to complement the Deep Dredge.
- **Florida Ports Council:** *SUPPORT* the efforts of the Florida Ports Council.
- **Transportation Intermodal Issues:** *MONITOR* any bills or policies involving transportation intermodal issues, including the strategic intermodal system.

- **Perishables Protocol:** *SUPPORT* a partnership with the Department of Agriculture to develop new protocols that would allow for the importation of certain fruits and vegetables through the Port of Miami.

Solid Waste

- **Renewable Energy:** *SUPPORT* preserving waste-to-energy inclusion in applicable definitions of renewable energy and green energy, and provide incentives and other support for the production of such renewable energy..
- **Recycling:** *MONITOR* legislation related to the goal of the recycling of 75% of municipal waste by 2020.
- **Solid Waste Grant Programs:** *SUPPORT* equitable treatment of counties for funding of state solid waste grant programs for counties with more than 100,000 residents.

Sustainability

- **Energy/Renewable Energy:** *SUPPORT* a series of legislative initiatives which would bring Miami-Dade County energy efficiency and renewable energy generation in order to provide economic, environmental, and quality of life benefits to home and building owners.
- **Urban and Community Forestry Programs:** *SUPPORT* an increase in state funding for the Urban and Community Forestry Program, including Florida Department of Transportation funding to plant trees on state roads.

Transit

- **FDOT Funding:** *MAINTAIN* funding for various programs supported by the Florida Department of Transportation.
- **State Block Grant Funding:** *MAINTAIN* current funding level and formula distribution for the State Public Transit Block Grant.

Water and Sewer

- **Integrated Water, Wastewater, and Reclaimed Water Master Plan (Outfall Study):** *SUPPORT* funding of the integrated water, wastewater, and reclaimed water master plan, as related to recently passed ocean outfall legislation.

- **Ocean Outfalls:** *SUPPORT* legislation that would provide more cost-effective compliance options to achieve the goal of phasing out the use of ocean outfalls for wastewater disposal.

Zoo Miami

- **Mission Everglades:** *SUPPORT* funding for the black bear and Florida Panther exhibit.



MEMORANDUM

Agenda Item No. 4(A)

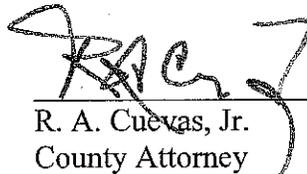
TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 20, 2011

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

SUBJECT: Ordinance creating Section
8A-1.2 of the Code requiring
rental car companies to provide
provide public notice of fees
associated with the use of
Sunpass equipment

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

RAC/up



MEMORANDUM

(Revised)

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

DATE: September 20, 2011

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

SUBJECT: Agenda Item No. 4(A)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 4(A)
9-20-11

ORDINANCE NO. _____

ORDINANCE CREATING SECTION 8A-1.2 OF THE CODE OF MIAMI-DADE COUNTY; REQUIRING RENTAL CAR COMPANIES TO PROVIDE PUBLIC NOTICE OF FEES ASSOCIATED WITH THE USE OF SUNPASS EQUIPMENT, PROVIDING DEFINITIONS; AMENDING SECTION 8CC-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, tourism is critically important to the Miami-Dade County economy; and

WHEREAS, car rental agencies operating in Miami-Dade County often charge administrative fees to their customers for processing tolls; and

WHEREAS, customers, including tourists, may not be aware of this fee prior to renting a car; and

WHEREAS, a thousand dollar fine is a permissible penalty for a violation of the Code of Miami-Dade County,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 8A-1.2 of the Code of Miami-Dade County, Florida, is hereby created to read as follows:¹

>>Sec. 8A-1.2. Public Notices To Be Provided At Car Rental Facilities.

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

(a) Definitions.

(1) Rental Car Facility shall mean any physical location where cars, trucks, automobiles, motorcycles, or other vehicles suitable for travel on public highways are rented or leased to members of the public, if such Facility has three or more such vehicles customarily available for rent or lease.

(2) Equipment Fees shall mean any surcharge, levy, extraction, tariff, or other monetary obligation imposed on any customer of a rental car facility for use of any Sunpass equipment provided with any rental vehicle, or for the administrative costs of processing tolls through such equipment. For the purposes of the Section, a fee shall not be construed to mean toll payments made through any such Sunpass equipment.

(b) Posting of Equipment Fee. If the owner or operator of a Rental Car Facility imposes an Equipment Fee, notice of such fee must be provided at such Rental Car Facility. This notice shall be posted conspicuously in the public area of the Rental Car Facility in such location as to provide notice to customers prior to their entering into any contract for the leasing or renting of any vehicle, and written in a legible manner in English, Spanish and Creole.

(c) Provisions Cumulative. The provisions of this section shall be cumulative and in addition to and not in derogation of any and all other provisions or laws.

(d) Applicability. The provisions of this ordinance shall apply throughout the incorporated and unincorporated area of Miami-Dade County, Florida.<<

Section 2. Section 8CC-10 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

Sec 8CC-10. Schedule of civil penalties. Code Section; Description of Violations; Civil Penalty

>> 8A-1.2 Failure to provide public notice at rental car facility \$1,000.00.<<

Section 3. If any section, subsection, sentence, clause or provision of this ordinance

is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:



David M. Murray

Prime Sponsor: Commissioner Sally A. Heyman

MEMORANDUM

Agenda Item No. 4(B)

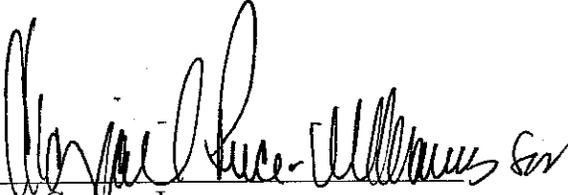
TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 20, 2011

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

SUBJECT: Ordinance regarding Rules of
Procedure of the Board of
County Commissioners;
amending Sec. 2-1 of the Code,
relating to authority to sponsor or
present items on commission
agenda

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

RAC/jls



MEMORANDUM

(Revised)

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

DATE: September 20, 2011

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

SUBJECT: Agenda Item No. 4(B)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 4(B)
9-20-2011

ORDINANCE NO. _____

ORDINANCE REGARDING RULES OF PROCEDURE OF THE BOARD OF COUNTY COMMISSIONERS; AMENDING SECTIONS 2-1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, RELATING TO AUTHORITY TO SPONSOR OR PRESENT ITEMS ON COMMISSION AGENDA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

Section 1. That Section 2-1 of the Code of Miami-Dade County, Florida, is amended to read as follows:¹

CHAPTER 2. ADMINISTRATION

ARTICLE I. IN GENERAL

Sec. 2-1. Rules of Procedure of County Commission.

* * *

Rule 5.05 AGENDA.

* * *

(b) AUTHORITY TO SPONSOR OR PRESENT ITEMS ON AGENDA

(1) Anything to the contrary notwithstanding, matters may only be presented or sponsored by a county commissioner, a commission committee, the county attorney and the clerk of the commission, except that the Mayor shall be able to present or sponsor: (1) reports which do not amend any policy established by the County Commission; (2) mayoral appointments; (3) solicitations for the purchase of goods and services, leases, construction contracts and debt obligations; (4) contracts for the purchase of goods and services and amendments thereto; (5) grant

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. The remaining provisions are now in effect and remain unchanged.

applications, grants and sub-grants; (6) leases and amendments thereto; (7) debt obligations and amendments thereto; (8) construction contracts and amendments thereto; (9) labor agreements and amendments thereto; (10) special taxing districts initiated by petition; (11) certificates of public convenience and necessity; (12) certificates of transportation; (13) quasi-judicial items; and (14) other matters where the presentation or sponsorship by the Mayor is required by the Home Rule Charter or state or federal law. >>In the event that the Mayor, pursuant to a written opinion from the Miami-Dade County Commission on Ethics and Public Trust ("Ethics Commission") or from the Executive Director of the Ethics Commission, has a conflict of interest preventing him from presenting or sponsoring a matter, such matter may be presented or sponsored by a designee of the Mayor who has been delegated final decision-making authority over such matter.<<

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

APW

Prepared by:

OR/APW

Oren Rosenthal

Prime Sponsor: Commissioner Sally A. Heyman

MEMORANDUM

Agenda Item No. 4(C)

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

DATE: September 20, 2011

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

SUBJECT: Ordinance relating to the collection of data for a disparity study in connection with race, gender and ethnic based contracting programs; requiring County contractors to report the race, gender and ethnic makeup of the ownership of subcontractors performing the work; requiring County contractors to report payments made to all subcontractors under the contract; amending Sections 2-8.1, 2-8.8 and 10-34 of the Code

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



R. A. Cuevas, Jr.
County Attorney

RAC/jls



MEMORANDUM

(Revised)

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

DATE: September 20, 2011

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

SUBJECT: Agenda Item No. 4(C)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 4(C)

9-20-11

ORDINANCE NO. _____

ORDINANCE RELATING TO THE COLLECTION OF DATA FOR A DISPARITY STUDY IN CONNECTION WITH RACE, GENDER AND ETHNIC BASED CONTRACTING PROGRAMS; REQUIRING COUNTY CONTRACTORS TO REPORT THE RACE, GENDER AND ETHNIC MAKEUP OF THE OWNERSHIP OF SUBCONTRACTORS PERFORMING THE WORK; REQUIRING COUNTY CONTRACTORS TO REPORT PAYMENTS MADE TO ALL SUBCONTRACTORS UNDER THE CONTRACT; AMENDING SECTIONS 2-8.1, 2-8.8 AND 10-34 OF THE CODE; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, this Board wishes to assure that all segments of the County have a full, fair and meaningful opportunity to participate in County contracting regardless of race, gender or ethnic origin; and

WHEREAS, in furtherance of that policy, on June 24, 2011, this Board adopted Resolution R-564-11, directing the County Mayor to prepare a feasibility report in connection with a proposal to enact race, ethnic, and gender based programs; and

WHEREAS, under applicable law, a disparity study is the first step to determine whether or not , and to what extent, programs to remedy racial, ethnic or gender discrimination will withstand judicial scrutiny; and

WHEREAS, a predisparity study commissioned by the County identified various deficiencies in the gathering and compilation of the data relevant to conduct a disparity study; and

WHEREAS, the data reporting measures more particularly set forth below will serve to obtain the information in support of a disparity study,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 2-8.1 of the Code of Miami-Dade County is hereby amended as follows:¹

Sec. 2-8.1. - Contracts and purchases generally.

- (a) Scope. Except as provided in subsections (b), (f) and (h), this section shall apply to all contracts for public improvements and purchases of all supplies, materials and services other than professional services.

* * *

- (f) Listing of subcontractors required on certain contracts. The requirements of this subsection shall apply to those county contracts for purchase of supplies, materials or services, including professional services, which involve the expenditure of one hundred thousand dollars (\$100,000.00) or more where the contract specifications do not expressly preclude the use of subcontractors to perform a portion of the work. All such contracts shall require the entity contracting with the County to list all first tier subcontractors who will perform any part of the contract work and all suppliers who will supply materials for the contract work direct to such entity. >>The contracts shall also require the entity contracting with the County to report to the County the race, gender and ethnic origin of the owners of all such first tier subcontractors.<< When a competitive process is utilized to select the entity that will contract with the County, the specifications shall provide that it shall be a condition of award for the successful

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

bidder to provide such listing >>and report<< if required. ~~[[The foregoing notwithstanding, those contracts subject to this subsection advertised for bid after July 18, 1997 on which bids were opened before January 31, 1998 whose specifications do not include language implementing this subsection, may be awarded as provided in such specifications subject to the awardee supplying the required listing of subcontractors and suppliers required hereby, and agreeing to include the language provided in the last sentence of this subsection]].~~ Section 10-34 of this Code governs the subcontractor listing requirements for contracts for public improvements. The County ~~[[Manager]]~~ >>Mayor or Mayor's designee<< shall include language in all contracts >>and specifications<< to which this subsection applies to >>implement this subsection and to<< provide that the contractor shall not change or substitute subcontractors or suppliers from those listed except upon written approval of the County.

* * *

Section 2. Section 10-34 of the Code of Miami-Dade County is hereby amended as

follows:

Sec. 10-34. - Listing of subcontractors required.

The requirements of this section shall apply to those county and Public Health Trust construction contracts in which a bidder may use a subcontractor which involve the expenditure of one hundred thousand dollars (\$100,000.00) or more. Such contracts shall require the entity contracting with the county to list all first tier subcontractors who will perform any part of the contract and all suppliers who will supply materials for the contract work direct to such entity. >>The Contract shall also require the entity contracting with the County to report to the County the race, gender, and ethnic origin of the owners of all such first tier subcontractors.<< When a competitive process is utilized to select the entity that will contract with the county, the specifications shall provide that it shall be a condition of award for the successful bidder to provide such listing >>and report<<, if required. ~~[[The foregoing notwithstanding, those contracts otherwise subject to this~~

~~section advertised for bid after July 18, 1997 on which bids were opened before January 31, 1998 whose specifications do not include language implementing this section, may be awarded as provided in such specifications subject to the awardee supplying the listing of subcontractors and suppliers required hereby and agreeing to include the language specified in the last sentence of this section.]]~~ The ~~[[County Manager]]~~ >>Mayor or Mayor's designee<< shall include language in all contracts to which this section applies to >>implement this Section and to<< provide that the contractor shall not change or substitute subcontractors or suppliers from those listed except upon written approval of the county.

Section 3. Section 2-8.8 of the Code of Miami-Dade County is hereby amended as follows:

Sec. 2-8.8. - Fair subcontracting practices.

- (1) Policy. It is the policy of this County to promote diversity in the use of Subcontractors on Miami-Dade County projects and to allow opportunities for subcontracting to as many qualified Subcontractors as possible.

* * *

- (4) Reporting of subcontracting policies>>₂<< ~~[[and]]~~ procedures >>and payments<<. For all contracts in which a bidder may use a Subcontractor, prior to contract award, the bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts. Failure to provide the required statement shall preclude the bidder from receiving the contract. >>As a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.<< The County ~~[[Manager]]~~ >>Mayor or Mayor's designee<< shall include language in the specifications of applicable County contracts >>to give effect to the intent of this Section.<< ~~[[for the provision of such a statement. The foregoing~~

~~notwithstanding, those contracts otherwise subject to this subsection advertised for bid after July 5, 1997 on which bids were opened before January 31, 1998 whose specifications do not include language implementing this subsection, may be awarded as provided in such specifications subject to the awardee supplying the statement of subcontracting policy required hereby.]]~~

Section 4. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 5. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, shall be included in the Code of Miami-Dade County.

Section 6. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:



Hugo Benitez

Prime Sponsor: Commissioner Barbara J. Jordan



MEMORANDUM

Agenda Item No. 4(D)

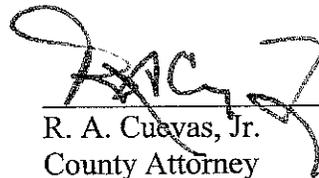
TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 20, 2011

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

SUBJECT: Ordinance amending Section
19-13(A)(2) of the Code to
require the same level of
maintenance of residential
lots whether improved
or unimproved

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.



R. A. Cuevas, Jr.
County Attorney

RAC/up

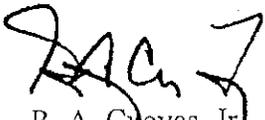


MEMORANDUM

(Revised)

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

DATE: September 20, 2011

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

SUBJECT: Agenda Item No. 4(D)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 4(D)
9-20-11

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 19-13(A)(2) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA TO REQUIRE THE SAME LEVEL OF MAINTENANCE OF RESIDENTIAL LOTS WHETHER IMPROVED OR UNIMPROVED; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 19-13 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 19-13. Maintenance of Lots in Residential-Zoned Districts.

- (A) In accordance with Section 19-14, it shall be the responsibility of the responsible party for any lot in a residential-zoned district to regularly maintain their property to prevent the following:
- (1) Storage or maintenance of junk, trash, abandoned property or solid waste on any lot;
 - (2) The growth or accumulation of any grass, weeds, non-native undergrowth or other dead plant life~~[[:~~
 - (a) ~~on improved lots,]]~~ that exceeds the height of twelve (12) inches from the ground for more than ten (10) percent of the area to be maintained~~[[;]]>>.<<~~

¹ Words stricken through and/or ~~[[double bracketed]]~~ shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

[[~~(b) on unimproved lots, that exceeds the height of eighteen (18) inches from the ground that occurs within one hundred (100) feet from the boundary line of any property with a building or structure or within one hundred (100) feet from the boundary line of any improved road. In the event that the remaining area constitutes less than twenty-five (25) percent of the total square footage of the lot then the entire lot shall require maintenance action.~~]]

* * *

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

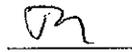
Section 4. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as to form and legal sufficiency:



Prepared by:



Thomas H. Robertson

Prime Sponsor: Senator Javier D. Souto



MEMORANDUM

AMENDED

Agenda Item No. 7(A)

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

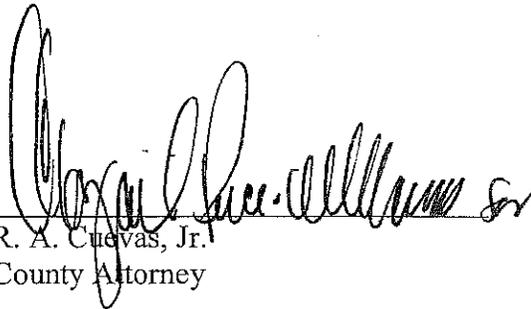
DATE: September 20, 2011

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

SUBJECT: Ordinance pertaining to zoning;
regulating fences charged with
electricity; amending Section 33-11
of the Code

This ordinance was amended at the July 13, 2011 Infrastructure and Land Use Committee to provide that warning signs for electrified wire fences be in English, Spanish and Creole. Additionally, the ordinance was amended to clarify that electrified fences would be of the pulsating type and that the limitations on this type of fence would not apply to United States Military Bases.

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.



R. A. Cuevas, Jr.
County Attorney

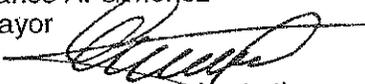
RAC/up

Memorandum



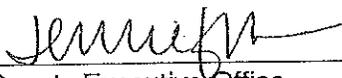
Date: September 20, 2011

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

From: Carlos A. Gimenez
Mayor 

Subject: Ordinance pertaining to the regulation of fences charged with electricity

The proposed ordinance pertaining to the regulation of fences charged with electricity in Industrial (IU) Districts will not have a fiscal impact to the County.


County Executive Office



MEMORANDUM

(Revised)

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

DATE: September 20, 2011

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

SUBJECT: Agenda Item No. 7(A)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(A)
9-20-11

ORDINANCE NO. _____

ORDINANCE PERTAINING TO ZONING; REGULATING FENCES CHARGED WITH ELECTRICITY; AMENDING SECTION 33-11 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 33-11(g) of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 33-11. Fences, Walls, Bus Shelters and Hedges.

* * *

(g) *Wire fences, barbed wire and electricity charged fences.* Wire fences shall be permitted in all districts except where otherwise prohibited by this chapter. Barbed wire fences and fences charged with electricity shall be permitted only in the AU Zoning District, except as may be approved after public hearing and except>>:<<

>>)<< ~~[[that]]~~ Barbed wire fences shall be permitted in the BU and IU Zones where such barbed wire is placed on an angle extension of not more than sixteen (16) inches on top of walls or fences at least six (6) feet in height. This extension shall contain no more than three (3) strands of barbed wire and shall not extend over official rights-of-way or over property under different ownership.

¹ Words stricken through and/or ~~[[double bracketed]]~~ shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

>>(ii) Electrically charged secondary wire fences shall be permitted in IU Districts where such fences conform with the requirements of Section 33-11(k).<<

- (h) *Heights in RU and EU-M Districts.* In the RU and EU-M Districts, the height of any fence, or wall shall not exceed six (6) feet. In the RU and EU-M Districts, the height of any hedge shall not exceed seven (7) feet. In the RU-5 and RU-5A Districts, fences, walls and hedges shall conform to these regulations, except as may otherwise specifically be required by the District regulations.
- (i) *Height in other EU, AU and GU Districts.* In EU Districts other than EU-M, and in AU and GU Districts, the height of any fence, or wall shall not exceed six (6) feet when located within the required front or side street setback areas; In EU Districts other than EU-M, and in AU and GU Districts, the height of any hedge shall not exceed seven (7) feet when located within the required front or side street setback areas. At other points in such districts, fences, walls or hedges shall not exceed eight (8) feet in height. The Director may authorize hedges of a greater height for windbreaks for groves when necessary to protect same.
- (j) *Height in BU and IU Districts.* In the BU and IU Districts, the height of any wire fence shall not exceed eight (8) feet when located within the required front or side street setback areas or when located between the building line and other property lines. Walls and hedges, when located within the required front or side street setback areas shall not exceed four (4) feet in height. When located between the building line and other property lines, walls and hedges shall not exceed eight (8) feet in height. >>It is provided, however, that electrically charged secondary wire fences in IU Districts shall not exceed ten (10) feet or two (2) feet above the height of primary perimeter fence, whichever is lower.<<
- (k) *IU Districts, fence in lieu of wall.* In IU Districts, a wire fence >>or combination wire fence and electrically charged secondary wire fence<< shall be permitted in lieu of a masonry wall as required in the [[Industrial]] >>IU<< Districts under the following conditions:

- (1) That the property concerned is zoned industrial and the adjacent property, either abutting on or across the street from where the fence is to be erected is zoned industrial.
- (2) The storage within such fences be limited to vehicles, equipment and new materials.
- (3) That all required parking be excluded from the fenced-in area, unless otherwise approved by the Director.
- (4) Where abutting property is other than industrial, or where the property on the street opposite the industrial site concerned is zoned other than industrial, a concrete wall will be erected as otherwise provided for in this chapter.
- >>(5) Electrically charged secondary wire fences shall be completely surrounded by a non-electrical fence or wall located between the electrically charged wire fence and the perimeter of the property; and
- (6) The height of the electrically charged secondary wire fence shall not exceed ten (10) feet or two (2) feet above the height of a non-electrical perimeter fence, whichever is lower; and
- (7) Electrically charged wire fences shall be clearly identified with warning signs that read: "Warning - Electric Fence". Such warning signs<< >>in three languages, English, Spanish and Creole,<<² >>shall be posted on the electrically charged fence at least five (5) feet above finished grade and spaced no greater than sixty (60) feet apart; and
- (8) A Building permit shall be required prior to installing an electrically<< >>pulsating<< >>charged wire fence. Said fence must meet all applicable life-safety codes.<<

² Committee amendments are indicated as follows: words double stricken through and/or [[double bracketed]] shall be deleted, words double underlined and/or »double arrowed« constitute the amendment proposed.

>>It is provided, however, that the limitations set forth in this section for electrically charged fences shall not apply to United States Military Bases.<<

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

APW
JM

Prepared by:

John McInnis

Prime Sponsor: Commissioner Bruno A. Barreiro

MEMORANDUM

Amended
Agenda Item No. 7(A)

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

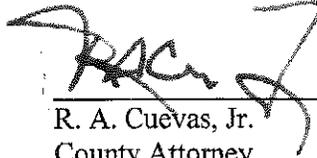
DATE: September 20, 2011

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

SUBJECT: Ordinance pertaining to
zoning; regulating fences
charged with electricity;
amending Section 33-11 of the
Code

Ord. #11-68

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.



R. A. Cuevas, Jr.
County Attorney

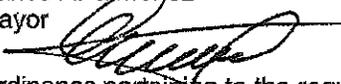
RAC/jls

Memorandum



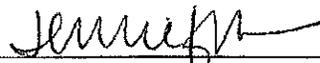
Date: September 20, 2011

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

From: Carlos A. Gimenez
Mayor 

Subject: Ordinance pertaining to the regulation of fences charged with electricity

The proposed ordinance pertaining to the regulation of fences charged with electricity in Industrial (IU) Districts will not have a fiscal impact to the County.


County Executive Office

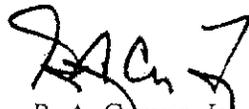


MEMORANDUM

(Revised)

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

DATE: September 20, 2011

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

SUBJECT: Amended
Agenda Item No. 7(A)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 7(A)
9-20-11

ORDINANCE NO. 11-68

ORDINANCE PERTAINING TO ZONING; REGULATING FENCES CHARGED WITH ELECTRICITY; AMENDING SECTION 33-11 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

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>>i)<< [[that]] Barbed wire fences shall be permitted in the BU and IU Zones where such barbed wire is placed on an angle extension of not more than sixteen (16) inches on top of walls or fences at least six (6) feet in height. This extension shall contain no more than three (3) strands of barbed wire and shall not extend

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

over official rights-of-way or over property under different ownership.

>>(ii) Electrically charged secondary wire fences that are pulsating shall be permitted in IU Districts where such fences conform with the requirements of Section 33-11(k).<<

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>>IU<< Districts under the following conditions:

- (1) That the property concerned is zoned industrial and the adjacent property, either abutting on or across the street from where the fence is to be erected is zoned industrial.
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It is provided, however, that the limitations set forth in this section for electrically charged fences shall not apply to United States Military Bases.<<

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:



Craig H. Coller / John McInnis

Prime Sponsor: Commissioner Bruno A. Barreiro

Real, Flora G. (COC)

From: Snyder, Jenelle (CAO)
Sent: Tuesday, December 13, 2011 1:11 PM
To: Cave, Linda (COC); Dickens, Doris (COC); Agrippa, Christopher (COC); Real, Flora G. (COC); Dickens, Kenyo M. (OAC); Lewis, Tammara L. (OAC); Love, Eugene (OAC); Mathieu, Rudolph (OAC)
Cc: Pimentel, Clara (CAO); Peralta, Ulla (CAO); Rizo, Monica (CAO)
Subject: 9-20-11 BCC - Scrivener's Error 11A8 (111562)



2011121312593324
6.pdf (2 MB)

Please see the attached corrected item 11A8 (111562) from the 9-20-11 BCC (scrivener's error corrected on handwritten page 3 in the first Whereas, should read District 9 allocation of \$2,000,000.00).

858-634-1014
(37546-7376

Memorandum



Date: September 20, 2011

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

From: Carlos A. Gimenez
Mayor

Supplement to
Agenda Item No.
801A

REPORT

Subject: Supplement to Recommendation to Award Contract 9432-4/16;
Agenda Item 801G

This supplement serves to provide additional information for your consideration to approve an amendment to Contract 9432-4/16 for contract employee services. On July 19, 2011, the recommendation to award this contract was not approved by the Board; on August 2, 2011, the Board reconsidered the recommendation to award based on my request that the item be deferred to this Board meeting. The additional time has provided an opportunity to carefully review each department's use of contract employees in regard to criticality, funding source, and tenure. I share the Board's concerns about the layoffs proposed in the Fiscal Year 2011-2012 budget. In order to address this concern, I commit that we will take every opportunity to match employees that are impacted through layoff actions to available positions on this contract when possible and practical.

As I stated earlier in an August 1 memorandum, the employees covered in this contract should be referred to as "contract" employees rather than temporary services employees, as this is a misnomer and does not effectively represent the operational use of these services. There are 449 contract employees covered by this contract, who provide vital services to Miami-Dade County. Contract services employees offer a cost-effective, flexible option to the County to meet seasonal requirements, complete special projects, provide back-up for permanent staff on maternity/medical leave, and provide other critical services and functions. In many instances, particularly when using certain grant funds, it is more cost effective to employ the services of contract employees as many grant funded positions do not allow for fringe benefits, making a contract services employee the best solution.

For example, contract employees provide a variety of critical social service delivery functions, including activities and meals at senior centers, direct Head Start Program services to children, weatherization and low income energy assistance services, as well as federally regulated low income and subsidized housing programs that are supported by these employees. The Park and Recreation Department hires staff which has successfully secured grants for the County representing close to \$1 million dollars a year. In addition, contract employees provide support for the ongoing Federal Transportation Administration's audit of the Transit Department. Revenue collection operations in Finance (processing Value Adjustment Board dispositions), Public Works (toll collection), and Property Appraiser benefit significantly from the use of contract staff.

This supplement includes five attachments that identify critical positions required by each department, by funding source:

- Attachment A includes all grant funded positions (47.66% of positions),
- Attachment B includes all positions funded with proprietary revenues (40.09% of positions),
- Attachment C includes positions funded by the General Fund (6.90% of positions),
- Attachment D includes positions that are funded through blended fund sources (5.12% of positions), and
- Attachment E includes positions funded by the CITT/PTP Surtax (0.23% of positions).

I have evaluated the justification for each position and determined it to be in the County's best interest to use contract service employees to meet the service, and operational needs as noted in each of the attachments.

Recommended Amendments

I am recommending that the Board adopt a resolution approving Contract 9432-4/16 with the following four amendments:

1. Change the name of the contract and replace all references in the award recommendation from "Temporary Employment Agency Services" to "Contract Employee Services"
2. Remove the following departments and allocations from the contract as shown below:

DEPARTMENTS AND ALLOCATIONS REMOVED		
Department	Allocation	Comment
Office of the Clerk	\$2,080,000	The Office of the Clerk has awarded a contract for the positions required for its operations under the Clerk's constitutional authority.
Capital Improvements	\$12,000	Positions are not critical
Citizens' Independent Transportation Trust	\$10,000	Position is not critical
Consumer Services	\$9,000	Positions are not critical
Corrections & Rehabilitation	\$80,000	Positions are not critical
Economic Advocacy Trust	\$13,000	Positions are not critical
Elections	\$100,000	Positions are not critical
Emergency Management	\$40,000	Funding no longer available
Environmental Resources Management	\$100,000	Positions are not critical
Housing Finance Authority	\$5,000	Positions are not critical
Medical Examiner	\$93,000	Positions are not critical
Park and Recreation	\$200,000	Positions are not critical

Department	Allocation	Comment
Planning and Zoning	\$25,000	Positions are not critical
Police	\$136,000	Positions are not critical
Sustainability	\$35,000	Positions are not critical
TOTAL:	\$2,938,000	

3. Reduce the total number of County departments using this contract to 22, and modify the allocation of each department to support critical needs only. The following summarizes the allocation for each department's critical needs as shown in the attachments:

DEPARTMENTS AND ALLOCATIONS BASED ON CRITICAL NEEDS			
Department	Funding Source(s)	Amount per Funding Source	Contract Allocation
Animal Services Department (ASD)	Grant Funds	\$108,000	\$409,000
	General Fund and Proprietary Funds	\$301,000	
Building and Neighborhood Compliance (BNC)	Proprietary Funds	\$89,000	\$89,000
Community Action Agency (CAA)	Federal Grants	\$3,084,000	\$3,154,000
	General Fund	\$70,000	
Cultural Affairs (CUA)*	Proprietary Revenue	\$500,000	\$500,000
Enterprise Technology Services (ETSD)	Proprietary Funds	\$331,000	\$331,000
Finance (FIN)	Proprietary Funds	\$685,000	\$685,000
Fire Rescue (FR)	Fire District Funds	\$813,000	\$813,000
Housing & Community Development (HCD)*	Federal Grants	\$31,000	\$31,000
Government Information Center (GIC)	Proprietary Funds	\$272,000	\$272,000

Department	Funding Source(s)	Amount per Funding Source	Contract Allocation
General Services Administration (GSA)	Proprietary Funds	\$994,000	\$994,000
Public Housing Agency (MDPHA)	Federal Grants	\$2,209,000	\$2,209,000
Human Resources (HR)	Proprietary Funds	\$89,000	\$89,000
Human Services (HS)	Federal Grants	\$1,206,000	\$1,829,000
	General Fund	\$623,000	
Library (LIB)	Grant Funds	\$159,000	\$159,000
Property Appraiser (PA)	General Fund	\$193,000	\$193,000
Procurement Management (DPM)	Proprietary Funds	\$33,000	\$33,000
Public Works (PW)	General Fund and Proprietary Fund	\$462,000	\$462,000
Seaport (SP)	Proprietary Funds	\$76,000	\$76,000
Solid Waste Management (SWM)	Proprietary Funds	\$162,000	\$162,000
Transit (MDT)	MDT Operating	\$68,000	\$68,000
Vizcaya (VZ)	Proprietary Funds	\$30,000	\$30,000
Water and Sewer (WASD)	Proprietary Funds	\$238,000	\$238,000
TOTAL ALLOCATION:			\$12,826,000

*Added Departments

- Reduce the total requested allocations from \$17,808,000 to \$12,826,000.


 County Manager/Deputy Mayor

ATTACHMENT A

GRANT FUNDS

DEPARTMENT	POSITIONS	NO.	SOURCE	CRITICALITY	COST (1 YEAR)
Animal Services Department	Clerk 4	1	ASPCA Grant	Delay in responding to adoption requests and managing foster care program results in animals being euthanized. Volunteers are needed to make up for substandard staffing levels. Large volume of surgeries - some permanent staff on leave is covered by contract staff.	\$23,952.00
	Special Proj Administrator 1	1	ASPCA Grant		\$45,000.00
	Veterinary Surgery Tech	1	ASPCA Grant		\$38,480.00
		3			\$107,432.00
Public Housing Agency	Clerk 2	9	Federal Housing Subsidy	MDPHA's contract employees are used across 6 different divisions and are critical to sustaining daily operations. The negative impact of losing the temporary employees ranges from the incapacity to: <ul style="list-style-type: none"> • Timely Process Section 8 rent payment checks and collection funds in the Finance Division • Process housing applications in the Applicant Leasing Section • Provide human resources and technical services support to our employees in the field resulting in process cycle delays in Administration • Perform auditing activities associated with the monitoring of the Section 8 Private Contractor in the Contract Administration Division 	\$259,545.60
	Mini Computer Program	1	Federal Housing Subsidy		\$33,158.40
	Special Projects Admin 1	2	Federal Housing Subsidy		\$65,203.20
	Contract Officer	2	Federal Housing Subsidy		\$76,800.00
	Special Projects Admin 2	5	Federal Housing Subsidy		\$172,704.00
	Project Inspector 4	1	Federal Housing Subsidy		\$42,240.00
	Architect 4	1	Federal Housing Subsidy		\$58,560.00
	Administrative Officer 3	1	Federal Housing Subsidy		\$31,488.00
	Office Support Specialist 3	18	Federal Housing Subsidy		\$546,048.00
	Maintenance Repairer	6	Federal Housing Subsidy		\$184,320.00
	Telephone Console Oper 1	2	Federal Housing Subsidy		\$57,907.20
	Maintenance Supervisor	1	Federal Housing Subsidy		\$36,864.00
	Food Service Worker 1	5	Federal Housing Subsidy		\$138,912.00
	Cook 1	3	Federal Housing Subsidy		\$83,347.20
	Custodial Worker 1	12	Federal Housing Subsidy		\$333,388.80
	Social Worker 1	1	Federal Housing Subsidy		\$30,739.20
	Eligibility Interviewer	1	Federal Housing Subsidy	\$29,760.00	
	Driver Attendant	1	Federal Housing Subsidy	\$27,782.40	
		72			\$2,208,768.00
Human Services	Account Clerk	1	Early Learning Coalition	Required to sustain operations and maintain continuity of services for critical educational programs. The contract employees are required to support the feeding of elderly clients. Operations would be severely impacted if contract staff is unavailable.	\$31,969.60
	Administrative Officer 1	1	Older Americans Federal		\$32,864.00
	Clerk 1	2	Early Learning Coalition		\$63,814.40
	Clerk 3	2	Early Learning Coalition		\$63,814.40
	Eligibility Interviewer	5	Early Learning Coalition		\$159,536.00
	Recreational Specialist	2	State of Florida/Children		\$82,992.00
	Telephone Console Oper	2	Early Learning Coalition		\$68,640.00

5

Project Coordinator	1	Knight Foundation Grant	<p>On July 19th 2011 the Board of County Commissioners approved the John S. and James L. Knight Foundation Grant to the Miami Dade Public Library System to create a 21st century digital media teen learning center housed at the North Dade Regional Library. The grant provides funds that will allow MDPLS to establish and operate the center (Youmedia), for a period of two years. In order to meet the objectives of this grant funded project various temporary technical positions were requested and added to contract# 6181-4/10-4 as well as a \$300,000 allocation that would cover the two years. The positions added were: Project Coordinator, Librarian II, Library Technical Assistant and Mentor. However, as you know this contract expires November 2011 and we must continue to run this project and thus secure an allocation in a contract that will allow us to utilize these temps throughout the expiration of the grant. Therefore, please include the positions mentioned above in the new proposed contract with an allocation of \$150,000 (\$12,500 x 12 months). These positions are extremely critical in order to complete the project and meet the grant requirements approved by the Board.</p>	\$33,529.60
Librarian II	1	Knight Foundation Grant		\$38,376.00
Librarian Technical Assistant (PT-19 hrs/ week)	1	Knight Foundation Grant		\$18,228.60
Mentors (PT- 19 hrs/ week)	4	Knight Foundation Grant	\$68,606.72	
<p>TOTAL POSITIONS - 24</p>			<p>7</p>	<p>\$158,740.92</p> <p>\$6,795,400.12</p>

LB

7

ATTACHMENT B

PROPRIETARY FUNDS

CONTRACT NO: 9432-4/15

DEPARTMENT	POSITIONS	NO.	SOURCE	CRITICALITY	COST (1 YEAR)
Building & Neighborhood Compliance	BNC Clerk 1	3	Fees and charges	Due to hiring freeze unable to fill position with permanent employee. Contract staff filling in for permanent staff on leave. Providing support to mail tracking system backlog and high volume of telephone calls.	\$88,920.00
		3			\$89,920.00
Cultural Affairs	CUA Theater Crew 1	30	SMIDCAC Operating Revenue	The South Miami-Dade Cultural Arts Center requires a variety of highly specialized and experienced theatrical support staff on an as needed basis during the Grand Opening events and throughout its first full season of activities; the complement of contract employees to be engaged at any given time is dependent upon the variety of simultaneous activities occurring within the Center's various performance and ancillary spaces.	\$210,600.00
		20			\$195,560.00
		20			\$92,820.00
		70			\$499,980.00
Enterprise Technology Services	ETS Clerk 4 Clerk 3 Mini-computer Operator Engineer Drafter II Telecom Technician Inventory Clerk	2	Internal Service Funds	Most positions are project related and would negatively impact several projects relied on by County departments, including Police and Fire Rescue.	\$65,686.40
		1	Internal Service Funds		\$32,240.00
		1	Internal Service Funds		\$32,323.20
		3	Internal Service Funds		\$99,840.00
		1	Internal Service Funds		\$39,936.00
		2	Internal Service Funds		\$60,195.20
		10			\$330,220.80
Finance	FIN Office Support Specialist 3 Account Clerk Accountant 2 Accountant 1 Admin Officer 3	5	Fees and charges	All these positions are revenue-generating and comprise the majority of FIN contract employees. The Admin Officer 3 position is critical to completion and compliance with FTA audit.	\$164,320.00
		3	Fees and charges		\$96,720.00
		10	Fees and charges		\$353,392.00
		1	Fees and charges		\$34,049.60
		1	Fees and charges		\$36,108.80
		20			\$684,590.40
		5	Fire District Funds		\$160,056.00
		2	Fire District Funds		\$64,022.40
		1	Fire District Funds		\$32,011.20
		1	Fire District Funds		\$32,011.20
1	Fire District Funds	\$32,011.20			
4	Fire District Funds	\$131,955.20			
1	Fire District Funds	\$33,820.80			

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		Inventory Clerk	9	Fire District Funds		\$293,529.60
		Engineer Drafter II	1	Fire District Funds		\$33,384.00
			25			\$912,801.60
Government Information Center	GIC	Graphic Designer	1	Internal Service Funds	Contract staff process and maintain vital data and information. They are engaged in the processing of Service Level Agreements, web design, support and publishing.	\$49,504.00
		Junior Web Designer	1	Internal Service Funds		\$42,754.80
		Web Designer	1	Internal Service Funds		\$44,928.00
		Junior Web Publisher	3	Internal Service Funds		\$134,097.50
			6			\$271,294.40
General Services Administration	GSA	Mechanic - Cultural Plaza	1	Internal Service Funds	Contract employees perform essential work for which there are no permanent employees and are used to control costs. Mechanics perform a combination of seasonal projects (e.g. cooling tower cleanings) and one-time facility refurbishment projects. Office Support Specialists are needed by the Office of Elevator Safety to meet contractual obligations to the State of Florida.	\$33,550.40
		General Mechanic	1	Internal Service Funds		\$36,712.00
		Plant Mechanic	8	Internal Service Funds		\$314,828.80
		Office Support Specialist	2	Internal Service Funds		\$61,360.00
		Alarm Technician	1	Internal Service Funds		\$39,553.60
		Heavy Truck Tire Repairer	2	Internal Service Funds		\$93,641.60
		MR Auto Service Helper	2	Internal Service Funds		\$61,110.40
		Special Project Admin 2	3	Internal Service Funds		\$112,257.60
		Maintenance Supervisor HVAC	4	Internal Service Funds		\$159,744.00
		Special Project Admin 1	1	Internal Service Funds		\$35,318.40
		Plant Electrician	1	Internal Service Funds		\$45,760.00
			26		Positions are part of an important scanning and auditing project for the County's personnel records.	\$993,636.80
Human Resources	HR	Office Support Specialist 1	3	Proprietary Funds		\$88,500.00
			3			\$88,500.00
Procurement Management	DPM	Procurement Cont Officer 2	1	UAP Revenue	The Procurement Contracting Officer 2 position involves advanced specialized procurement work in the purchase of goods, commodities and services. This position is critical as it generates User Access Program (UAP) revenue. UAP revenue completely supports the department and other County agencies. An urgent request was submitted for approval to fill a vacant permanent PCO2 position. This position handles procurement actions and impacts workloads that have already been redistributed due to vacancies and staff reductions this fiscal year. If the request to fill the permanent position is not approved, a consultant employee would be needed. Hiring the consultant employee in this position considered critical to core operations is necessary in order to prevent lapses in contracts, manage increasingly complex workloads, ensure quality and accuracy of work products, and to avoid a negative impact on UAP revenue.	\$92,076.00
			1			\$92,076.00

Seaport	SP	Custodial Worker 1	5	Proprietary Funds	Workers are needed for peak season work to maintain facilities (6 months).	\$75,244.00
						\$75,244.00
Solid Waste Management	SWM	Clerk 2	2	Solid Waste Fees	Contract staff provide economical administrative and operational support to the department's critical solid waste disposal services. The impacts to service would include not washing waste trucks; not completing reports, bi-weekly payroll forms, daily and weekly reports necessary for operations, and discipline statements; not procuring goods and services as quickly (which could have detrimental impact to all operations); and not meeting weekly coverage requirements for scale house operators (the employees that take payments at our disposal facilities).	\$62,483.20
		Office Support Specialist 2	3	Solid Waste Fees		\$98,592.00
			5			\$161,075.20
Vizcaya	VZ	Horticultural Assistant	2	Fees and charges	Elimination of this position will negatively impact the department's ability to keep the fountains and grounds clean for clients and visitors.	\$30,000.00
Water and Sewer	WASD	Lab Technicians	3	Fees and charges		\$88,608.00
		Chemists 1	3	Fees and charges	Lab employees are critical to maintain quality of water product and comply with quality standards.	\$107,328.00
		Environmental Chemist 1	1	Fees and charges		\$41,600.00
			7			\$277,536.00
		TOTAL POSITIONS	30			\$2,305,875.20
				STANDARD TOTAL		\$2,305,875.20

ATTACHMENT C

GENERAL FUND

CONTRACT NO: 9432-4/16

DEPARTMENT	POSITIONS	NO.	SOURCE	CRITICALITY	COST (1 YEAR)
Community Action Agency	Accountant 3	1	General Fund	These positions provide critical administrative and operational support to the department. Loss of these positions would negatively impact the department's ability to provide support services, including services supported by grant funds. These positions support the Head Start Program.	\$37,356.80
	Data Entry Specialist	1			\$32,552.00
2					\$69,908.80
Human Services	Custodial Worker 1	14	General Fund	Custodial workers are essential to the cleanliness of the neighborhood centers. Office Support Specialists conduct necessary billing services for substance abuse clients; the driver attendance transports low-income patients to JMH for necessary medical care.	\$446,700.80
	Driver Attendant	1	General Fund		\$30,888.00
	Office Support Specialist 2	3	General Fund		\$95,721.60
	Nutritionist	1	General Fund		\$49,316.80
19					\$622,627.20
Property Appraiser	Clerk 2	10	General Fund	The Office of the Property Appraiser requires temporary clerical personnel to assist with the exemption filing period.	\$192,256.00
		10			\$192,256.00
10					\$384,512.00
GRAND TOTAL					\$1,677,103.80

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ATTACHMENT D

BLENDED FUND SOURCES

CONTRACT NO: 9432-4/16

DEPARTMENT	POSITIONS	NO.	SOURCE	CRITICALITY	COST (1 YEAR)
Animal Services Department ASD	Clerk 4 (Enforcement Clerk)	1	General Fund and Proprietary Revenue	Loss of kennel staff would impact shelter hours of operation for potential adoptions, negatively impact the direct care of animals, and create sanitary & health concerns; Veterinary Surgery Tech provides direct medical care to animals; Wait times for the public would go beyond 3 hours; Potential closure of citation office would require constituents to appeal any citation, and would not have the opportunity to update records in person creating a large backlog in appeals and scheduling of hearings; this is a revenue generating function critical to the department. Staff would not be available to answer police emergencies 20 hours per week. Lack of positions will add to larger backlog of work and processing delays.	\$32,843.20
	Clerk 4 (Dispatch Clerk)	1	General Fund and Proprietary Revenue		\$32,843.20
	Clerk 4 (Accounts Specialist)	1	General Fund and Proprietary Revenue		\$32,843.20
	Clerk 4 (Licensing Clerk)	1	General Fund and Proprietary Revenue		\$32,843.20
	Kennel Assistant	4	General Fund and Proprietary Revenue		\$131,123.20
	Veterinary Surgery Tech.	1	General Fund and Proprietary Revenue		\$38,480.00
		9			\$300,976.00
Public Works PW	Clerk 3	12	General Fund, Proprietary Revenue, and Storm Water Utility	Employees work as toll collectors and several also provide administrative support for various divisions within the department. The collections or booths are operational 24 hours per day.	\$386,880.20
	Accountant 3	2	General Fund, Proprietary Revenue, and Storm Water Utility		\$74,713.60
		14			\$461,593.80
TOTAL POSITIONS		23			\$732,559.80
GRAND TOTAL					\$1,133,539.80

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ATTACHMENT E

PIP SURVIVAL/MDT OPERATING

CONTRACT NO: 9432-4/16

DEPARTMENT	POSITIONS	NO.	SOURCE	CRITICALITY	COST (1 YEAR)
Transit	Project Manager (Bus Shelter)	1	MDT Operating	The incumbent in this position will manage the maintenance and cleaning oversight of the more than 1,000 bus passenger shelters in unincorporated Miami-Dade County as well as trouble-shoot system repairs to the solar-power systems of the shelters when the shelters become non-illuminated at night.	\$67,600.00
MT		1			\$67,600.00
TOTAL POSITIONS					1
GRAND TOTAL					\$67,600.00



MEMORANDUM

MOTION TO AMEND
Agenda Item No. 11(A)(6) *FAILED*

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

DATE: September 20, 2011

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

SUBJECT: Resolution urging the Florida
Legislature and the Florida
Department of Education to pass
legislation and promulgate
regulations, respectively, requiring
that public schools be authorized
and directed to award high school
diplomas to students participating
in a Home Education Program
("home schooled students")

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan, and Co-Sponsors Commissioner Lynda Bell, Commissioner Jose "Pepe" Diaz and Vice Chairwoman Audrey M. Edmonson.

R. A. Cuevas, Jr.
County Attorney

RAC/up



MEMORANDUM

(Revised)

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

DATE: September 20, 2011

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

SUBJECT: Agenda Item No. 11(A)(6)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(6)
9-20-11

RESOLUTION NO. _____

RESOLUTION URGING THE FLORIDA LEGISLATURE AND THE FLORIDA DEPARTMENT OF EDUCATION TO PASS LEGISLATION AND PROMULGATE REGULATIONS, RESPECTIVELY, REQUIRING THAT PUBLIC SCHOOLS BE AUTHORIZED AND DIRECTED TO AWARD HIGH SCHOOL DIPLOMAS TO STUDENTS PARTICIPATING IN A HOME EDUCATION PROGRAM ("HOME SCHOOLED STUDENTS") MEETING CERTAIN CRITERIA SET FORTH BY THE FLORIDA LEGISLATURE; AND FURTHER URGING MIAMI-DADE COUNTY SCHOOLS TO PROVIDE FOR THE AWARD OF MIAMI-DADE COUNTY SCHOOL BOARD HIGH SCHOOL DIPLOMAS TO HOME SCHOOLED STUDENTS HAVING MET THE CRITERIA SET FORTH BY THE FLORIDA LEGISLATURE

WHEREAS, the Florida Legislature has passed legislation in Florida which allows parents to allow their children to participate in Home Education Programs; and

WHEREAS, the legislations sets forth standards that must be met for the parents and students participating in these programs; and

WHEREAS, the legislation also provides for coordination with and review by the superintendent of the school board of the students work and progress in the county where the parents and children reside; and

WHEREAS, although the legislation sets forth standards to be met the legislation does not provide students who have met or surpassed the standards to receive a high school diploma from the school district which has monitored their progress; and

WHEREAS, a home education student currently must take and pass the General Educational Development (GED) test at an education center to be awarded a Florida GED diploma; and

WHEREAS, the award of a high school diploma would be in the best interest of those students participating in a home education program and would be a proper, fair, and fitting reward and inducement to these students,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Urges the Florida Legislature and the Florida Department of Education to pass legislation and promulgate regulations respectively requiring that public schools be authorized and directed to award high school diplomas to students participating in a Home Education Program, as defined by Florida law, ("home schooled students"), who meet certain criteria set forth by the Florida Legislature; and further urging Miami-Dade County Schools to provide for the award of Miami-Dade County School Board high school diplomas to home schooled students having met the criteria set forth by the Florida Legislature.

Section 2. Directs the Clerk of the Board to transmit a certified copy of this resolution to the Governor, Senate President, House Speaker, the Chair and Members of the Miami-Dade County State Delegation, the Florida Commissioner of Education, the Chair and Members of the Miami-Dade County School Board and the Superintendent of Miami-Dade County Public Schools.

Section 3. Directs the County's state lobbyists to advocate for the passage of legislation and the promulgation of rules as set forth in Section 1 above, and authorizes and directs the Office of Intergovernmental Affairs to include this item in the 2012 State Legislative Package.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan, and the Co-Sponsors are Commissioner Lynda Bell, Commissioner Jose "Pepe" Diaz and Vice Chairwoman Audrey M. Edmonson. It was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

- | | |
|----------------------|-------------------------------------|
| | Joe A. Martinez, Chairman |
| | Audrey M. Edmonson, Vice Chairwoman |
| Bruno A. Barreiro | Lynda Bell |
| Esteban L. Bovo, Jr. | Jose "Pepe" Diaz |
| Sally A. Heyman | Barbara J. Jordan |
| Jean Monestime | Dennis C. Moss |
| Rebeca Sosa | Sen. Javier D. Souto |
| Xavier L. Suarez | |

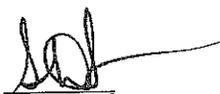
The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Shannon D. Summerset



WITHDRAWN

MEMORANDUM

Agenda Item No. 11(A)(7)

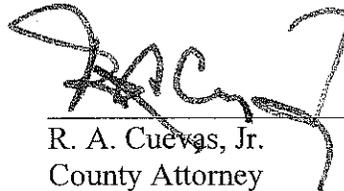
TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 20, 2011

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

SUBJECT: Resolution approving the allocation
of unspent FY 2008-09 District 11
Discretionary Funds and FY 2010-11
Office Budget Funds

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Joe A. Martinez.



R. A. Cuevas, Jr.
County Attorney

RAC/cp



MEMORANDUM

(Revised)

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

DATE: September 20, 2011

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

SUBJECT: Agenda Item No. 11(A)(7)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(7)
9-20-11

RESOLUTION NO. _____

RESOLUTION APPROVING THE ALLOCATION OF
UNSPENT FY 2008-09 DISTRICT 11
DISCRETIONARY FUNDS AND FY 2010-11 OFFICE
BUDGET FUNDS

WHEREAS, this Board desires to make the following allocations from unspent FY

2008-09 District 11 Discretionary Funds:

New Way Praise and Worship Center (Appreciation luncheon for teachers and staff of Coral Reef Magnet School)	\$900.00
Palmer House, Inc. (Palmer House Senior Activities)	\$259.00
Black Affairs Advisory Board	\$250.00; and

WHEREAS, this Board desires to make the following allocations from FY 2010-11

District 11 Office Budget Funds:

Citizen's Crime Watch of Miami-Dade County, Inc.	\$ 500.00
Miami-Dade National Association for the Advancement of Colored People	\$ 500.00
Children's Home Society "Claws for a Cause"	\$ 2,500.00
De Hostos Senior Center	\$ 1,000.00
Nigerian American Foundation	\$ 500.00
Creative Visions 2012 up to	\$ 3,000.00
Holiday Food Distribution up to	\$ 4,000.00
Easter Food Distribution up to	\$ 4,000.00
District 11 Movie Nights up to	\$ 7,000.00
El Memorial Cubano	\$10,000.00,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the following allocations of unspent FY 2008-09 District 11

Discretionary Funds:

New Way Praise and Worship Center (Appreciation luncheon for teachers and staff of Coral Reef Magnet School)	\$900.00
Palmer House, Inc. (Palmer House Senior Activities)	\$259.00
Black Affairs Advisory Board	\$250.00.

Section 2. Approves the following allocations from FY 2010-11 Office Budget

Funds:

Citizen's Crime Watch of Miami-Dade County, Inc.	\$500.00
Miami-Dade National Association for the Advancement of Colored People	\$500.00
Children's Home Society "Claws for a Cause"	\$ 2,500.00
De Hostos Senior Center	\$ 1,000.00
Nigerian American Foundation	\$ 500.00
Creative Visions 2012 up to	\$ 3,000.00
Holiday Food Distribution up to	\$ 4,000.00
Easter Food Distribution up to	\$ 4,000.00
District 11 Movie Nights up to	\$ 7,000.00
El Memorial Cubano	\$10,000.00.

The Prime Sponsor of the foregoing resolution is Chairman Joe A. Martinez. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|-------------------------------------|----------------------|
| Joe A. Martinez, Chairman | |
| Audrey M. Edmonson, Vice Chairwoman | |
| Bruno A. Barreiro | Lynda Bell |
| Esteban L. Bovo, Jr. | Jose "Pepe" Diaz |
| Sally A. Heyman | Barbara J. Jordan |
| Jean Monestime | Dennis C. Moss |
| Rebeca Sosa | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GKS

Gerald K. Sanchez

5

Memorandum



Date: September 20, 2011

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

From: Vivian Gonzalez-Cao, Business Analyst
Office of Strategic Business Management 

Subject: Discretionary Reserve Funds – Commission District 11

In response to your request, based on the September 16, 2004 memorandum, these allocations are consistent with the policy set forth by the Board of County Commissioners.

Should you need any other information, please do not hesitate to contact me.

c: Jennifer Glazer-Moon, Director, Office of Strategic Business Management

Memorandum



Date: September 16, 2004

To: George M. Burgess
County Manager

From: 
Jennifer Glazer-Moon, Director Designate
Office of Strategic Business Management

Subject: CBO Allocation Process

As part of the FY 2004-05 Resource Allocation process, the Office of Strategic Business Management (OSBM) has reviewed the overall Community-based Organization (CBO) allocation process for the District Discretionary Reserve, Commission Office Funds, and the In-kind Reserve. In an effort to simplify these processes while ensuring comprehensive information for adequate review of requests, OSBM staff has developed the following alternative processes.

District Discretionary Reserve and Commission Office Funds Allocation Process

The FY 2004-05 Proposed Budget includes funding in the amount of \$300,000 per district to continue the Commission District Discretionary Reserve. During this past year Commissioners, their staffs, and CBOs that have received allocations from one of the sources listed above have expressed frustration when attempting to comply with the administrative aspect of the allocation process. In order to simplify the process not only for the CBOs but also for departmental staff, we have developed simplified application processes that will aid in gathering the relevant information needed for an informed decision regarding allocations and expedited payments once allocations are made.

A one-page application agreement has been developed (attached). An organization requesting funding from either the District Discretionary Reserve or a Commissioner's Office funds will be required to submit a signed application agreement along with a completed W-9 form to Commission staff at the time of the allocation request. At the discretion of the Commissioner, these applications may be accepted on an annual, quarterly, or ongoing basis. Commission staff or a separate review committee will review the application agreement requests and present the respective Commissioner with a recommendation. Once the recommendation has been approved by the Commissioner and by the full Board via motion or resolution, the signed application agreement will be forwarded to the Office of Strategic Business Management to ensure the application agreement and completed W-9 form are processed and checks are issued in a timely manner.

By signing the application agreement, the applicant agrees that any funding allocated will be used for the services or activities indicated in the application. Also, the applicant agrees that use of the funding will be subject to random annual audits. This process also incorporates the ability, notwithstanding any provision of the County Code, resolution or administrative order to the contrary, for staff to waive affidavits of compliance with various polices or requirements applicable to not-for-profit entities receiving County funding or contracting or transacting business with the County.

This new process will not only reduce the burden on departmental staff, but will also ensure prompt payment to the recipient organization(s).



In-Kind Reserve Process

The FY 2004-05 Proposed Budget continues funding for an in-kind services reserve in the amount of \$500,000 to reimburse general fund departments for in-kind services provided on a two-thirds basis. The Board of County Commissioners (BCC) has expressed its desire to have staff provide a recommendation regarding approval of requests for in-kind services for events in Miami-Dade County in need of funding support. In an effort to provide the BCC with an adequate funding recommendation, I recommend the following changes to the Countywide and District-Specific In-kind Reserve process.

- **Application Review:** In addition to providing information regarding the services requested, each applicant will be required to submit a budget detailing all revenues and expenditures for the specific event for which in-kind support is requested. The Communications Department will be responsible for working with the appropriate County departments to ensure that adequate services are provided for the type of event planned. Once this process has been completed and accurate in-kind support projections are calculated, the review committee will carefully review each application and provide a recommendation, based on the information provided by the organization and taking into account other support that may have already been authorized by the County.
- **Recommendation:** OSBM staff will continue to provide historical funding information about the organization and/or event. Recommendations regarding the approval of the request will be communicated to the sponsoring Commissioner prior to the placement of a resolution on an agenda.
- **Reporting:** OSBM staff will continue to be responsible for providing a monthly report detailing all funding recommendations and in-kind services reserve fund balances.

These alternative processes have been designed to ensure that organizations participating in any of the above-mentioned allocation processes have the ability to engage County services at the most efficient and effective level possible.

**Application for Allocation of
Community-based Organization (CBO) Discretionary Reserve and Office Funds**
(Application must include completed W-9 Form attached)

Date _____ Commission District _____ Organization Federal Tax ID # _____

Legal Name of Recipient Organization or Name of County Department _____

Program to be funded/reason for funding support _____

Address (as listed on corporate papers) _____ City _____ Zip Code _____

Amount Requested \$ _____

Organization Information:

Contact Person(s): _____

Telephone Number(s): _____ Fax Number: _____

e-mail address (if available): _____

Event Date or Date work is scheduled for completion: _____

By the acceptance of these Discretionary Reserve/Office Funds, the recipient organization agrees to provide the services described on this allocation application form. The recipient organization states that it has read the conditions and terms on the back of this form and agrees to comply with these.

Attest: _____
Recipient Organization Secretary

By: _____
Signature of President or Vice President Type or Print Name Date

Attest: _____ (ORGANIZATION SEAL)
Recipient Organization

Amount Allocated \$ _____ at the _____ BCC Meeting

Commissioner's Signature and Approval _____ Date Approved _____

Attest: Harvey Ruvlin, Clerk Miami-Dade County, Florida

By: _____
Deputy Clerk

Circle One: Hold Check for pick-up Mail Check to Organization

Special Instructions: _____

For Finance Department Use

Date Received by Finance: _____ Check No. Issued: _____ Date Issued: _____

All checks are to be picked up by an OSBM Budget Analyst (305) 375-5143

Revised 03/11/08

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Terms and Conditions

Breach of Agreement: A breach by the Organization shall have occurred under this Agreement if: the Organization fails to fulfill in a timely or proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. If the Organization breaches this Agreement, the County may pursue any or all of its legal remedies. The County Manager is authorized to terminate this Agreement on behalf of the County.

Civil Rights: The Organization agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Rehabilitation Act; the Federal Transit Act, 49 U.S.C. § 1612; the Fair Housing Act, 42 U.S.C. § 3601 et. seq.; and the Domestic Violence Leave Ordinance, codified as § 11A -60 et. seq. of the Miami-Dade County Code.

Payment Procedures: The County agrees to pay the Organization for the services described in this agreement. The Organization shall keep on file all invoices and payment documentation associated with this agreement for a period of no less than three (3) years from the date of acceptance of this agreement.

Prohibited Use of Funds: The Organization shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any other of its agents, instrumentalities, employees, or officials. The Organization shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agent, instrumentalities, employees, or officials.

Records, Reports, and Audits:

- A. **Supporting Documentation.** The Organization shall submit proof of active corporate status by providing, as part of this agreement, a completed W-9 form.
- B. **Office of Miami-Dade Inspector General.** Miami-Dade County has established the Office of Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each agreement. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total agreement amount.
- C. **Independent Private Sector Inspector General Review.** Pursuant to Miami-Dade County Administrative Order 3-20, the Organization is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so and at the County's expense. The Organization shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and copying, including documents held by sub consultants or assignees. The County may conduct other audits or investigations, as it deems reasonable. The terms of this Section shall not impose any liability on the County by the Organization or any third party.

Pursuant to Miami-Dade County Budget Ordinance #04-166 through #04-171, notwithstanding any other provision of the County Code, resolution or administrative order to the contrary, non-profit entities allocated County monies shall not be required to complete affidavits of compliance with the various policies or requirements applicable to entities contracting or transacting business with the County.



MEMORANDUM

Agenda Item No. 11(A)(8)

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

DATE: September 20, 2011

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

SUBJECT: Resolution approving agreements related to grant in amount of \$2,000,000 for District 9 to Villa Capri Associates, LTD. for development of two-hundred and twenty affordable rental mid-rise apartment units from Building Better Communities General Obligation Bond Program Project Number 249

R#749-11

This item was amended at the Infrastructure and Land Use Committee to add a section directing the County Mayor and the Clerk to record the document of conveyance in the public records of the County.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.



R. A. Cuevas, Jr.
County Attorney

RAC/cp



MEMORANDUM

(Revised)

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

DATE: September 20, 2011

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

SUBJECT: Agenda Item No. 11(A)(8)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(8)
9-20-11

RESOLUTION NO. 749-11

RESOLUTION APPROVING AGREEMENTS RELATED TO GRANT IN AMOUNT OF \$2,000,000 FOR DISTRICT 9 TO VILLA CAPRI ASSOCIATES, LTD. FOR DEVELOPMENT OF TWO-HUNDRED AND TWENTY AFFORDABLE RENTAL MID-RISE APARTMENT UNITS FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NUMBER 249 – “PRESERVATION OF AFFORDABLE HOUSING UNITS AND EXPANSION OF HOME OWNERSHIP”; AND PROVIDING THAT SUCH GRANT SHALL BE FUNDED OVER FORTY-FIVE MONTHS FROM NEXT BUILDING BETTER COMMUNITIES BOND SALE AS CASH FLOWS REQUIRE

WHEREAS, pursuant to Resolution No. R-53-11 adopted on February 1, 2011 (the “Allocation Resolution), this Board approved a District 9 allocation of \$2,000,000.00 from Project No. 249–“Preservation of Affordable Housing Units and Expansion of Home Ownership” of the Building Better Communities General Obligation Bond Program (the “BBC Program”) to the Villa Capri project to fund a portion of the construction and development of two-hundred and twenty (220) affordable rental mid-rise apartment units, located in the vicinity of 14500 SW 280 Street, Homestead (the “Villa Capri Project”), subject to Board approval of the necessary documents; and

WHEREAS, Villa Capri Associates, Ltd. will develop and construct the Villa Capri Project; and

WHEREAS, there is need to provide affordable multi-family housing in District 9 as soon as it is practicable; and

WHEREAS, the Villa Capri Project will fill that need since it will be ready to commence construction once the underwriting report is received by mid-August 2011 and the Plans and Specifications are completed; and

WHEREAS, the construction period is estimated to take no longer than twenty-four months; and

WHEREAS, there are no operating costs to the County associated with the Villa Capri Project since it will be owned and operated by the Developer; and

WHEREAS, it is anticipated that the County shall have sufficient Building Better Communities General Obligation Bond proceeds (the "Bond Proceeds") available during the forty-five month period following the issuance of the next series of Building Better Communities General Obligation Bonds (the "Bonds") which were sold in May of 2011 to complete the Villa Capri Project in accordance with its cash flow need; and

WHEREAS, this Board wishes to approve the necessary documents for the Villa Capri Project,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this Resolution and are approved.

Section 2. The Board approves the Development and Grant Agreement between the County and Villa Capri Associates, Ltd. in substantially the form attached as Exhibit "A" to this Resolution (the "Grant Agreement") and the County Mayor or County Mayor's designee is authorized to execute the Grant Agreement on behalf of the County, subject to the County receiving a favorable underwriting report and any adjustments that need to be made in Grant

Agreement to reflect the findings of the report, after consultation with the Office of the County Attorney.

Section 3. The Board approves the Rental Regulatory Agreement to be delivered by the Developer and recorded in the public records in substantially the form attached as Exhibit "B" to this Resolution (the "Regulatory Agreement") and the County Mayor or County Mayor's designee is authorized to execute the Regulatory Agreement on behalf of the County with any revisions that may be necessary to assure the Project is affordable and to comply with the underwriting report after consultation with the Office of the County Attorney. Pursuant to the Regulatory Agreement, the Developer shall, among other provisions, develop two-hundred and twenty (220) affordable rental units to be leased to a mix of individuals and/or families with incomes equal to or less than (a) 33% of the area median income adjusted for family size established annually by the United States Department of Housing and Urban Development (the "Area Median Income"); (b) 50% of the Area Median Income; and (c) 60% of the Area Median Income. The initial rental rate, depending on number of units set aside for each income level, is anticipated to be between \$374 and \$675 per month for one bedroom units; between \$443 and \$775 per month for two bedroom units; and between \$503 and \$875 per month for three bedroom units.

Section 4. Any grant proceeds that are reimbursed to the County pursuant to the Grant Agreement or the Regulatory Agreement shall be used solely for affordable housing in District 9.

Section 5. The grant in the amount of \$2,000,000 to Villa Capri Associates, Ltd. shall be funded from Bond Proceeds to meet cash flow needs over the forty-five month period following the issuance of the Bonds which occurred in May of 2011.

>>Section 6. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or the County Mayor's designee to record or cause to be recorded any instrument of conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.<<¹

The Prime Sponsor of the foregoing resolution is Commissioner Dennis C. Moss. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions remain unchanged.

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Monica Rizo



**EXHIBIT A
GENERAL OBLIGATION BOND (GOB)
BUILDING BETTER COMMUNITIES (BBC)
AFFORDABLE HOUSING
DEVELOPMENT AND GRANT AGREEMENT**

**BETWEEN
MIAMI-DADE COUNTY
and
VILLA CAPRI ASSOCIATES, LTD.**

This Development/Grant Agreement (the "Agreement"), by and between Miami-Dade County, a political subdivision of the State of Florida (the "County" or "Miami-Dade County"), through its Board of County Commissioners (the "Board") and Villa Capri Associates, Ltd. (the "Developer/Grantee" or "Grantee"), a Florida limited partnership or limited liability limited partnership with offices at 2100 Hollywood Blvd., Hollywood, Florida 33020, is entered into this _____ day of _____, 2011.

WHEREAS, pursuant to Resolution No. R-53-11 adopted on February 1, 2011 (the "Allocation Resolution"), this Board approved a District 9 grant/allocation of \$2,000,000 from Project No. 249 - "Preservation of Affordable Housing Units and Expansion of Home Ownership" (the "Total Funding Cycle Allocation") of the Building Better Communities General Obligation Bond Program (the "BBC GOB Program") to the Grantee for the construction of two-hundred twenty (220) affordable rental, mid-rise, apartment units known as the Villa Capri Apartments (the "Villa Capri Project") on real property located at 14500 South West 280 Street, Homestead, Florida 33032 (the "Property") which will be leased to certain individuals and/or families describe in Section 3 below at certain rents based on a percentage of the annual area median income adjusted for family size established by HUD in accordance with Rental Regulatory Agreement ("Regulatory Agreement") attached to, and incorporated in, this Agreement as Exhibit 1; and

WHEREAS, Villa Capri Project is estimated to cost \$31,035,773 (the "Total Project Cost") and will be funded in accordance with the sources and uses and the budget (the "Budget"), which are set forth in Exhibit 2 to this Agreement; and

WHEREAS, it is anticipated that the Total Funding Cycle Allocation shall be available on or before February of 2015 solely from funds allocated from the BBC GOB program and the timing of such funding availability shall depend on the cash flow needs of the Villa Capri I Project; and

WHEREAS, it is anticipated that \$2,000,000 ("Funding Allocation") will be available from the Series of BBC GOB Bonds issued in May of 2011 ("Series 2011 Bonds") for Villa Capri Project for disbursement pursuant to the terms of this Agreement; and

WHEREAS, the County pursuant to Resolution R- 11 adopted by the Board on _____, 2011, and the Board of Directors of the Developer/Grantee through a corporate resolution, have authorized their respective representatives to enter into this Agreement,

NOW, therefore, in consideration of the mutual covenants recorded in this Agreement and in consideration of the mutual promises and covenants contained and the mutual benefits to be derived from this Agreement, the parties agree as follows:

Section 1. Parties; Effective Date; and Term. The parties to this Agreement are the Grantee and the County. The County has delegated the responsibility of administering this Agreement to the General Services Administration.

This Agreement shall take effect as of the date written above upon its execution by the authorized officers of the County and of the Grantee and shall terminate upon the termination of the Regulatory Agreement.

Section 2. Villa Capri Project Description; Timetable; and Revisions. Villa Capri will consist of 220 affordable rental, mid-rise, apartment residences. The one bedroom/one bath apartments (48 units), two bedroom/two bath apartments (124 units), and three bedroom/two bath apartments (48 units) will consist of 720 square feet, 925 square feet, and 1,177 square feet, respectively. The development will have a community/club room, fitness center and a pool. There will also be approximately 404 parking spaces.

Grantee will endeavor to construct Villa Capri employing green practices, to mitigate the effect on the environment and additionally to mitigate the utility expenses for future residents of Villa Capri. Green features will include, but not be limited to: programmable thermostats, Energy Star rated reversible ceiling fans in all bedrooms and living areas, showerheads that use less than 1.8 gallons of water per minute, faucets that use less than 2 gallons of water per minute in the kitchens and bathrooms, toilets that have dual flush options which include utilizing 1.6 gallons of water or less, Energy Star qualified lighting in all open and common areas, low VOC paint in all units and common areas, Energy Star rating for all refrigerators, dishwashers and washing machines, Energy Star rating for all windows, Carpet and Rug Institute Green Label certified carpet and pad for all carpeting provided, HVAC with a minimum SEER rating of 15, efficient tankless water heaters, and all windows single-pane with a shading co-efficient of .67 or better.

Villa Capri Project shall be completed within thirty-six (36) months from the date of the initial disbursement by the County pursuant to the terms of this Agreement (the "Commencement Date"). If construction is not completed within such period and the County Mayor or County Mayor's designee has not extended the time for completion pursuant to the terms of this Agreement, it shall be an Event of Default under Section 15 of this Agreement. The thirty-six month (36) period shall be extended for delays caused by casualty, war, terrorism, unavailability of labor or materials through no fault of the Grantee, civil uprising, governmental delays or other matters beyond Grantee's control.

The Grantee may only use the grant funds for the purpose of developing and constructing the Villa Capri Project in the manner described above. If the Grantee wishes to revise the Villa Capri Project for the purpose of its completion and such revisions substantially alter it, the Grantee shall submit a request in writing to the County Mayor or County Mayor's designee seeking his or her review and approval of such revisions. Grantee shall provide its request in writing at least sixty (60) days prior to implementation of any revisions. The County Mayor or County Mayor's designee shall make the final determination in writing on revisions within sixty (60) days of the date of receipt of the request in the County Mayor or County Mayor's designee's offices. Grantee shall not proceed with the revisions until the County Mayor or County Mayor's designee has made a determination in writing.

Section 3. Restrictive Covenant. The units shall be set aside for a mix of Eligible Tenants as that term is defined in the Regulatory Agreement with incomes equal to or less than: (a) 33% of the area median income adjusted for family size established annually by the United States Department of Housing and Urban Development (the "Area Median Income"); (b) 50% of the Area Median Income and (c) 60% of the Area Median Income. The corresponding monthly rents and rental terms are set forth in the Rental Regulatory Agreement. The Regulatory Agreement shall be recorded by the Grantee at its expense in the public records of Miami-Dade County. County shall have no obligation to disburse any funds pursuant to this Agreement until evidence of such recordation is delivered to the County.

Section 4. Availability and Payment of BBC GOB Funds Subject to availability of funds as set forth in this Section 4, the County agrees to make disbursements as soon as practicable after receipt of invoices from the Grantee for capital costs incurred in connection with development of the Villa Capri Project. The Grantee shall also provide a written statement that: (a) the Grantee is not in default pursuant to the provisions of this Agreement and the Regulatory Agreement; (b) the budget has not been materially altered without the County's approval; (c) all quarterly reports have been submitted; (d) the reimbursement is in compliance with the reimbursement rules set forth in Section 4 of this Agreement; and (e) the Villa Capri Project is progressing in accordance with its construction schedule. All grant funds allocated the Villa Capri Project shall be disbursed in accordance with the Administrative Rules which are attached as Attachment 1 ("Administrative Rules") and incorporated in this Agreement by this reference. By making this grant, the County assumes no obligation to provide financial support of any type whatever in excess of the Funding Allocation. Cost overruns are the sole responsibility of the Grantee. Grantee understands and agrees that reimbursements to the Grantee shall be made in accordance with federal laws. Subject to certain exceptions, the applicability of which is to be reviewed on a case-by-case basis, the reimbursement allocation shall be made no later than eighteen (18) months after the later of (a) the date the original expenditure is paid, or (b) the date the Villa Capri Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid by the Grantee.

The County shall only be obligated to reimburse the Grantee provided the Grantee is not in breach of this Agreement and the Grantee has demonstrated that it has adequate funds to complete the Villa Capri Project. The County shall administer, in accordance with the Administrative Rules, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County pursuant to this Agreement

are limited to, and contingent upon, the availability of funding solely from the BBC GOB Program funds allocated to fund the Villa Capri Project. **The Grantee may not require or legally compel the County to use any other source of legally available revenues other than bond proceeds from the sale of BBC GOB bonds to fund the Funding Allocation. This Agreement does not in any manner create a lien in favor of the Grantee on any revenues, including the BBC GOB Program funds allocated to fund the Villa Capri Project, of the County.** The Grantee shall be solely responsible for submitting all documentation, as required by this Agreement and by the Administrative Rules, to the County Mayor or County Mayor's designee.

Section 5. Villa Capri Project Budget. The Grantee agrees to demonstrate fiscal stability and the ability to administer the Funding Allocation responsibly and in accordance with standard accounting practices by developing and adhering to the Budget that is based upon reasonable revenue development and expenditures projected to complete the Villa Capri Project within the Total Project Cost. Further, Grantee agrees that all expenditures set forth in the Budget will be subject to the terms of this Agreement. If Grantee wishes to revise the Budget for the purpose of completing the Villa Capri Project, including line item changes, and such revisions substantially alter the original Villa Capri Project, the Grantee must request in writing that the County Mayor or County Mayor's designee review and approve such revisions. Grantee's request must be given at least sixty (60) days prior to implementation of the revisions. The County Mayor or County Mayor's designee will make the final determination on revisions within sixty (60) days of the date of receipt of the request in the County's Executive offices. Notwithstanding the foregoing, any revision to the budget that changes: (i) the number and size of the affordable rental mid-rise apartment residences described in Section 2; (ii) the percentages of eligible tenants described in Section 3, and/or (iii) materially, the affordability of the Villa Capri Project, shall be approved by the Board.

Section 6. Expenditure Deadline; Remaining Funds. The Grantee shall spend or commit all of the Funding Allocation on or before three (3) years from the Commencement Date (the "Expenditure Deadline"). Any Funding Allocation funds not spent or committed by the Expenditure Deadline or for which a Villa Capri Project extension has not been requested shall revert to the County and this Agreement shall be terminated in accordance with the provisions of this Agreement. A Villa Capri Project extension may be requested in writing from the County Mayor or County Mayor's designee at least sixty (60) days prior to the Expenditure Deadline. The County Mayor or County Mayor's designee, at his discretion, may grant an extension of up to one (1) year from the Expenditure Deadline so long as such extension will not significantly alter the Villa Capri Project including its quality, impact, or benefit to the organization, the County or its citizens. Additional extensions may be authorized by the County Mayor or County Mayor's designee if the Grantee can document in a written request sufficient Villa Capri Project progress and cause for such an extension to be warranted. The three year period shall be extended for delays caused by casualty, war, terrorism, unavailability of labor or materials, civil uprising, governmental delays or other matters beyond Developer's control.

Section 7. Reports; and Filing Deadlines. To demonstrate that each disbursement has been used in accordance with the Villa Capri Project Description and Villa Capri Project Budget and that Grantee has met and fulfilled all requirements as outlined in this Agreement, including

any and all exhibits, and/or other substantive materials as may be attached or included as a condition to each disbursement, the Grantee must submit to the County Mayor or County Mayor's designee, a written report documenting that the Grantee is meeting or has fulfilled all Villa Capri Project and financial requirements. This report is to be received by the County Mayor or County Mayor's designee quarterly. The Grantee shall also submit a written report to the County Mayor or County Mayor's designee on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that the Grantee is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, County, state and federal requirements. The County Mayor or County Mayor's designee may also request that a compilation statement or independent financial audit and accounting for the expenditure of Funding Allocation funds be prepared by an independent certified public accountant at the expense of the Grantee. Prior to amending this Agreement to provide for the Funding Allocation, all written reports required in this Section 7 shall have been filed timely. In the event any one or more of the written reports are delinquent, the County may withhold the Second Funding Allocation until the Grantee submits such reports to the County Mayor or County Mayor's designee as required in this Section 7.

In the event that the Grantee fails to submit the required reports as required above, the County Mayor or County Mayor's designee may terminate this Agreement in accordance with Section 15 or suspend any further disbursement of Total Funding Cycle Allocation funds until all reports are current. Further, the County Mayor or County Mayor's designee must approve these reports for the Grantee to be deemed to have met all conditions of the grant award.

Section 8. Project Monitoring and Evaluation. The County's General Services Administration Department (or any successor) shall act as project manager for the County during the construction of Villa Capri Project and shall monitor and conduct an evaluation of the Grantee's operations and the Villa Capri Project during the construction period. Such project management shall include site visits to observe and discuss the progress of the Villa Capri Project with the Grantee's personnel. The Grantee shall pay a fee to the County of no more than \$2,000 per month if there are no federal funds used in any phase of this project or no more than \$4,000 per month if there are federal funds used in any phase of this project for the services of its General Services Administration Department (or any successor) as project manager. Subject to the limitations set forth herein, the County shall set the final fee. Upon request, the Grantee shall provide the General Services Administration Department (or any successor) with notice of all meetings of its Board of Directors or governing board, general activities and Villa Capri Project-related events. In the event the General Services Administration Department (or any successor) concludes, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement or the Administrative Rules and/or the Rental Regulatory Agreement for other reasons which significantly impact the Grantee's ability to fulfill the conditions of the Funding Allocation as set forth in this Agreement, then the General Services Administration Department (or any successor) shall provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact the Grantee's ability to complete the Villa Capri Project as described in Section 2 or otherwise fulfill the terms of this Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the General Services Administration Department

(or any successor), then the General Services Administration Department (or any successor) , at its discretion, may take other actions which may include reduction or rescission of Total Funding Cycle Allocation, as the case may be, or withholding Total Funding Cycle Allocation funds until such time as the Grantee can demonstrate that such issues have been corrected. Further, in the event that the Grantee does not expend the Total Funding Cycle Allocation for the Villa Capri Project or uses any portion of the Total Funding Cycle Allocation for costs not associated with the Villa Capri Project and the Grantee refuses or is unable to address the areas of concern, then the General Services Administration Department (or any successor) may request the return of the full or partial Funding Allocation awards, as the case may be. The General Services Administration Department (or any successor) may also institute a moratorium on applications from the Grantee to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the General Services Administration Department (or any successor) , whichever occurs first.

Section 9. Accounting, Financial Review and Access to Records and Audits. The Grantee must keep accurate and complete books and records for all receipts and expenditures of each Funding Allocation award in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with each Funding Allocation, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in the County in a secure place and in an orderly fashion in a location within the County by the Grantee for at least three (3) years after the later of the Expenditure Deadline specified in Section 6; the extended Expenditure Deadline, as approved by the County Mayor or County Mayor's designee, if any; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving each or both of the Funding Allocation awards, the Grantee and/or Villa Capri Project or activities related to each or both of the Funding Allocation awards.

The County Mayor or County Mayor's designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the County Mayor or County Mayor's designee may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

The Grantee agrees to cooperate with the Miami-Dade Office of Inspector General (IG) which has the authority to investigate County affairs and review past, present and proposed County programs, accounts, records, contracts and transactions. The OIG contract fee shall not apply to this Agreement and the Grantee shall not be responsible for any expense reimbursements or other amounts payable to the IG or its contractors. The IG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The IG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Grantee and contractor and their respective officers, agents and employees,

lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Grantee (and any affected contractor and materialman) from IG, the Grantee (and any affected contractor and materialman) shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within Budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant to County Code Section 2-8.1.

The provisions in this section shall apply to the Grantee, its contractors and their respective officers, agents and employees. The Grantee shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Grantee, its contractors or third parties for monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Grantee.

Grantee agrees to cooperate with the Commission Auditor who has the right to access all financial and performance related records, property, and equipment purchased in whole or in part with governmental funds pursuant to Section 2-481 of the County Code.

Section 10. Publicity and Credits. The Grantee must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS VILLA CAPRI PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 11. Naming Rights and Advertisements. It is understood and agreed between the parties hereto that the Grantee is funded in part by Miami-Dade County. Further, by acceptance of these funds, the Grantee agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of

the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. Grantee shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The Grantee shall submit sample of mock up of such publicity or materials to the County for review and approval. The Grantee shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is its funding source.

Section 12. Liability and Indemnification. It is expressly understood and intended that the Grantee, as the recipient of BBC GOB Program funds, is not an officer, employee or agent of the County, its Board of County Commissioners, its Mayor, nor the County department administering the Funding Allocation awards. Further, for purposes of this Agreement, the parties agree that the Grantee, its officers, agents and employees are independent contractors and solely responsible for the Villa Capri Project.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venture partner, collaborator or partner of the department administering these grants, the County Mayor, the Miami-Dade County Board of County Commissioners, or its employees. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the Villa Capri Project. The Grantee may subcontract as necessary to complete the Villa Capri Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement and/or the development of the Villa Capri Project by the Grantee or its employees, agents, servants, partners, principals, subconsultants or subcontractors (collectively, "Adverse Proceedings"). Grantee shall pay all claims and losses in connection with such Adverse Proceedings and shall investigate and defend all Adverse Proceedings in the name of the County, where applicable,

including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may result from such Adverse Proceedings. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as provided in this Section 12.

Section 13. Assignment. The Grantee is not permitted to assign this Agreement or any portion of it. Any purported assignment will render this Agreement null and void and subject to immediate rescission of the full amount of each or both of the Funding Allocation awards and immediate reimbursement by the Grantee of the full amount of the Total Funding Cycle Allocation disbursed to the Grantee.

Section 14. Compliance with Laws. The Grantee is obligated and agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Villa Capri Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Chapter 11-A of the County Code (nondiscrimination in employment, housing and public accommodations); all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code; County Resolution No R-754-93 (Insurance Affidavit); County Ordinance No. 92-15 (Drug-Free Workplace); County Ordinance No. 91-142 (Family Leave Affidavit); execution and delivery of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit; all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance 90-133 (Fair Wage Ordinance); the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

The Grantee shall comply with the Miami-Dade County Resolution No. R-385-98 which creates a policy of prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

The Grantee covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (conflict of Interest), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

All records of the Grantee and its contractors pertaining to Villa Capri Project shall be maintained in Miami-Dade County and, upon reasonable notice, shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade

County shall have access thereto for any of the purposes provided in Sec. 2-1076 of the Code of Miami-Dade County.

The Grantee shall submit to the department administering this Agreement, all affidavits required in this Section 14 prior to, or at the time, this Agreement is delivered by the Grantee to the County fully executed by an authorized officer.

Section 15. Default; Remedies and Termination.

- (a) Each of the following shall constitute a default by the Grantee:
- (1) If the Grantee uses any portion of the Total Funding Cycle Allocation for costs not associated with the Villa Capri Project (i.e. ineligible costs), and the Grantee fails to cure its default within thirty (30) days after written notice of the default is given to the Grantee by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Grantee commences diligently and thereafter continues to cure.
 - (2) If the Grantee shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 16(a)(1) and the Grantee fails to cure its default within thirty (30) days after written notice of the default is given to the Grantee by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Grantee commences diligently and thereafter continues to cure.
 - (3) If the Grantee fails to complete the Villa Capri Project within three (3) years of the Commencement Date of this Agreement subject to extension as provided above.
- (b) The following shall constitute a default by the County:
- (1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Grantee; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.
- (c) Remedies:

- (1) Upon the occurrence of a default as provided in Section 15(a) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Grantee shall reimburse the County, in whole or in part as the County shall determine, all funds provided to the Grantee by the County pursuant to the terms of this Agreement and this Agreement shall be terminated.
 - (2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy), provided, however, any damages sought by the Grantee shall be limited solely to legally available BBC GOB funds allocated to the Villa Capri Project and no other revenues of the County.
 - (3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.
 - (4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.
- (d) Termination:
- (1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement, provided, however, such termination shall not be effective until all payments are made by Grantee to the County pursuant to (c) (1) of this Section 15 above.
 - (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
 - (3) Upon termination of this Agreement pursuant to Section 15(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

In the event this grant is canceled or the Grantee is requested to repay all or a portion of the Total Funding Cycle Allocation because of a breach of this Agreement, the Grantee will not be eligible to apply to the County for another grant or contract with the County for a period of one (1) year, commencing on the date the Grantee receives the notice in writing of the breach of this Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration or termination of this Agreement. The

Grantee will also be liable to reimburse the County for all lost or stolen Total Funding Cycle Allocation funds.

Any funds, which are to be repaid to the County pursuant to this Section or other sections in this Agreement, are to be repaid by delivering to the County Mayor or County Mayor's designee a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

Section 16. Waiver. There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. Written Notices. Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified or registered mail as provided herein), one business day after being sent by reputable overnight carrier or 3 business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:

County Executive Office
Miami-Dade County
111 N.W. 1st Street (29th Floor)
Miami, Fl. 33128

Grantee:

Attention: Lenny Wolfe
Villa Capri Associates, Ltd
2100 Hollywood Blvd.,
Hollywood, Florida, 33020

Section 18. Captions. Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions in this Agreement.

Section 19. Agreement Represents Total Agreement; Amendments. This Agreement, and its attachments, which are incorporated in this Agreement, incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters pertaining to the partial funding of the Villa Capri Project by the County through the Funding Allocation and the development of the Villa Capri Project by the Grantee.

Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect.

This Agreement may be modified, altered or amended only by a written amendment duly executed by the County and the Grantee or their authorized representatives.

Section 20. Litigation Costs/Venue. In the event that the Grantee or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Grantee agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 21. Representations of the Grantee. The Grantee represents that this Agreement has been duly authorized by the governing body of the Grantee and that the governing body has granted Lenny Wolfe, (the "Authorized Officer"), the required power and authority to execute this Agreement on behalf of Grantee. The Grantee represents that it is a validly existing limited liability company in good standing under the laws of the State of Florida.

Once this Agreement is properly and legally executed by its Authorized Officer, the governing body of the Grantee agrees to a). comply with the terms of this Agreement; b) comply with the terms of the Rental Regulatory Agreement, c) comply with all applicable laws, including, without limitation, the County's policy against discrimination; d) comply with the Administrative Rules; and e) submit all written documentation required by the Administrative Rules and this Agreement to the County Mayor or County Mayor's designee.

Section 22. Representation of the County. The County represents that this Agreement has been duly approved by the Board, as the governing body of the County, and the Board has granted the County Mayor or County Mayor's designee the required power and authority to execute this Agreement. The County agrees to provide the Funding Allocation to the Grantee for the purpose of developing and improving the Villa Capri Project in accordance with terms of this Agreement, including its incorporated Attachments and Exhibits. The County shall only disburse the Funding Allocation if the Grantee is not in breach of this Agreement. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of the Funding Allocation within the time periods set forth in this Agreement.

Section 23. Invalidity of Provisions. Severability. Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited or invalid under Applicable Law, such provision shall be ineffective to the extent of such prohibition or

invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 24. Insurance. The vendor must maintain and shall furnish, upon request, to the County Mayor or County Mayor's designee, certificate(s) of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Grantee as required Section 440 of the Florida Statutes.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's General Services Administration Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Modification or waiver of any of the insurance requirements identified in this Section 24 is subject to the approval of the County's General Services Administration Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

Section 25. Special Conditions. The Funding Allocation is awarded to the Grantee with the understanding that the Grantee is performing a public purpose by providing affordable multi-family rental units through the development of the Villa Capri Project. Use of the Funding Allocation for any purpose other than for the Villa Capri Project will be considered a material breach of the terms of this Agreement and will allow Miami-Dade County to seek remedies including, but not limited to, those outlined in Section 15 of this Agreement.

Section 26. Miami-Dade County's Rights As Sovereign. Notwithstanding any provision of this Development and Grant Agreement,

(a) Miami-Dade County retains all of its sovereign prerogatives and rights as a county under Florida laws (other than its contractual duties under this Agreement) and shall not be estopped by virtue of this Agreement from withholding or refusing to issue any zoning approvals and/or building permits; from exercising its planning or regulatory duties and authority; and from requiring the Villa Capri Project to comply with all development requirements under present or future laws and ordinances applicable to its design, construction and development; and

(b) Miami-Dade County shall not by virtue of this Agreement be obligated to grant the Grantee or the Villa Capri Project or any portion of it, any approvals of applications for building, zoning, planning or development under present or future laws and ordinances applicable to the design, construction and development of the Villa Capri Project.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Miami-Dade County Mayor

Approved by County Attorney as
to form and legal sufficiency.

By: _____

(SEAL)

VILLA CAPRI ASSOCIATES, LTD.

Attest:

By: _____

By _____
Lenny Wolfe, (Title)

EXHIBIT 1

See Rental Regulatory Agreement Attached as Exhibit B to the Resolution of the Miami-Dade County Board of County Commissioners approving this Grant Agreement.

EXHIBIT 2

Total Project Cost and Budget is Attached

Village of Grand
Development Budget

Use	TOTAL COSTS	TRACERENT COSTS	New Building	Market Rate	SHIP	HOME	FH.B	NSP2	Trac Credit Equity	Impact Fee Refund	HODAG	GOB	Deferred Equity
Acquisition	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess - Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Carry	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Broker Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee	\$ 297,316	\$ 31,096	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 297,316	\$ -	\$ -	\$ -	\$ -	\$ -
Planning Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Review & Sewer Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IV&S Fees	\$ 11,000	\$ -	\$ 11,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Architect	\$ 242,000	\$ 242,000	\$ 17,500	\$ 24,500	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
Engineer	\$ 86,000	\$ 86,000	\$ 9,885	\$ 13,445	\$ -	\$ -	\$ -	\$ 66,300	\$ -	\$ -	\$ -	\$ -	\$ -
Survey & Planning	\$ 50,000	\$ 50,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -
Development/Seis	\$ 40,000	\$ 40,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -
Permitting Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Buyer Legal Counsel	\$ 185,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 160,000	\$ -	\$ -	\$ -	\$ -
Finance Fees	\$ 805,000	\$ 20,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 784,875	\$ -	\$ -	\$ -	\$ -
Single Loan Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Cap	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Survey Bond Premium	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Escrow Deposit Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Fund	\$ 154,000	\$ 82,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,600	\$ -	\$ -	\$ -	\$ -
Builder's Risk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 150,000	\$ 15,000	\$ 62,855	\$ -	\$ -	\$ -	\$ -	\$ 128,316	\$ -	\$ -	\$ -	\$ -	\$ -
Title & Recording	\$ 140,000	\$ 28,000	\$ 10,000	\$ 14,000	\$ -	\$ -	\$ -	\$ 97,345	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ 24,000	\$ 24,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspector	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Appraisal	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Market Study	\$ 40,000	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Application Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Text Credit Fees	\$ 824,000	\$ 646,100	\$ 20,000	\$ 130,000	\$ -	\$ -	\$ -	\$ -	\$ 694,000	\$ -	\$ -	\$ -	\$ -
Other	\$ 190,000	\$ -	\$ 20,855	\$ 28,195	\$ -	\$ -	\$ -	\$ -	\$ 161,850	\$ -	\$ -	\$ -	\$ -
Construction Interest	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing & Start-Up	\$ 390,000	\$ 390,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Submittals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permits	\$ 1770,000	\$ 1770,000	\$ 4,395,795	\$ 7,959,388	\$ 2,888,500	\$ -	\$ 97,339	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Costs	\$ 897,500	\$ 897,500	\$ 481,280	\$ 418,280	\$ -	\$ -	\$ -	\$ -	\$ 463,280	\$ -	\$ -	\$ -	\$ -
HC Contingency	\$ 85,000	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Culhouse Furniture	\$ 390,000	\$ 390,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Replacement Reserve	\$ 390,000	\$ 390,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Reserve (6 months)	\$ 897,213	\$ 897,213	\$ 379,040	\$ 319,373	\$ -	\$ -	\$ -	\$ -	\$ 518,373	\$ -	\$ -	\$ -	\$ -
Developer OH	\$ 3,140,244	\$ 2,140,244	\$ 481,280	\$ 418,280	\$ -	\$ -	\$ -	\$ -	\$ 1,651,000	\$ -	\$ -	\$ -	\$ -
Developer Fee	\$ 3,140,244	\$ 2,140,244	\$ 481,280	\$ 418,280	\$ -	\$ -	\$ -	\$ -	\$ 1,651,000	\$ -	\$ -	\$ -	\$ -
Total Uses	\$ 31,025,773	\$ 22,981,125	\$ 6,700,000	\$ 10,000,000	\$ 2,888,500	\$ 2,500,000	\$ 1,000,000	\$ 3,750,000	\$ 9,158,000	\$ 288,230	\$ 2,650,000	\$ 2,000,000	\$ 213,043
Source:													
Trac Credit Equity	\$ 9,158,000	\$ 9,158,000	\$ 5,700,000	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -
New Issue Bonds	\$ 5,700,000	\$ 5,700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Market Rate Bonds	\$ 10,000,000	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SHIP	\$ 2,888,500	\$ 2,888,500	\$ -	\$ -	\$ 2,888,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Refund	\$ 288,230	\$ 288,230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 288,230	\$ -	\$ -	\$ -
Impact Fee Bond	\$ (8,900,000)	\$ (8,900,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOAG	\$ 2,890,000	\$ 2,890,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,890,000	\$ -	\$ -
GOB	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -
NSP2	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FH.B	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trac Credit Equity	\$ 3,500,000	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -
Total Sources	\$ 31,025,773	\$ 22,981,125	\$ 6,700,000	\$ 10,000,000	\$ 2,888,500	\$ 2,500,000	\$ 1,000,000	\$ 3,750,000	\$ 9,158,000	\$ 288,230	\$ 2,650,000	\$ 2,000,000	\$ 213,043

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ATTACHMENT 1

Consists of Building Better Communities General Obligation Bond Program Administrative Rules, as amended by Resolution No. R-668-10, and will be attached in its entirety to this Grant Agreement prior to execution by all parties.

Exhibit B
Rental Regulatory Agreement

This Instrument Was Prepared By:

Record and Return to:

Miami, Florida 33136

Attention: _____

MIAMI-DADE COUNTY
RENTAL REGULATORY AGREEMENT

GRANTEE'S NAME	Villa Capri Associates, Ltd.
PROPERTY ADDRESS:	14500 South West 280 Street, Homestead, Florida 33032 (the "Property")
LEGAL DESCRIPTION OF PROPERTY:	The legal description of the Property is attached as Exhibit A
NAME OF PROJECT	Villa Capri Project
DWELLING UNITS:	Two-hundred twenty (220) affordable, mid-rise apartment, rental units consisting of forty-eight (48) one bedroom units with 1 bath(s) consisting of 720 square feet each, one hundred and twenty-four (124) two bedroom units with 2 bath(s) consisting of 925 square feet each and forty-eight (48) three bedroom units with two baths consisting of 1,177 square feet each (collectively, the "Units")

This Rental Regulatory Agreement (the "Agreement") is made and entered into as of _____, 2011 between Miami-Dade County, Florida, a political subdivision of the State of Florida (the "Grantor") and Villa Capri Associates, Ltd. a Florida limited partnership or limited liability limited partnership (the "Grantee").

Preamble

WHEREAS, pursuant to Resolution No. 53-11 adopted on February 1, 2011 (the "Allocation Resolution"), the Board of Commissioners for the Grantor (the "Board") approved a District 9 grant/allocation of \$2,000,000 (the "County Grant") from Project No. 249 – "Preservation of Affordable

Housing Units and Expansion of Home Granteeship" (the "Total Funding Cycle Allocation") of the Building Better Communities General Obligation Bond Program (the "BBC GOB Program") to the Grantee for the construction of two-hundred twenty (220) affordable rental units (the "Units") known as the Villa Capri Apartments and related improvements and amenities (the "Project") on real property located at 14500 South West 280 Street, Homestead, Florida 33032 (the "Property") which will be leased to certain eligible individuals and/or families; and

WHEREAS, the Grantor and the Grantee entered into a Development and Grant Agreement dated the same date as this Agreement in which the terms and conditions of the Grant are set forth; and

WHEREAS, in connection with receipt of the Grant, the Grantee agrees to lease the Units to Eligible Tenants with certain income levels and to maintain rents at certain prescribed rates, as set forth in this Agreement; and

WHEREAS, the Development and Grant Agreement requires, as a condition of making the Grant, the execution, delivery and recording of this Agreement,

NOW, THEREFORE, for and in consideration of Ten dollars (\$10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged, the Grantor and the Grantee agree as follows

AGREEMENT

Section 1. Definitions and Interpretation. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for all purposes of this Agreement. In addition, the capitalized words and terms used herein which are not otherwise defined herein shall have the same meanings ascribed to them in the Development and Grant Agreement.

"Adjusted for family size" means adjusted in a manner that results in an income eligibility level that is lower for households having fewer than four people, or higher for households having more than four people, than the base income eligibility, based upon a formula established by the United States Department of Housing and Urban Development ("HUD").

"Affordable" means that monthly rents or monthly mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households.

"Available Units" means residential units in a residential rental project that are actually occupied and residential units in the project that are unoccupied and have been leased at least once after becoming available for occupancy.

"Certificate of Continuing Program Compliance" or "Compliance Certificate" means a Compliance Certificate, initially in the form attached hereto as Exhibit C, as such form may be revised by the County from time to time.

"County" means Miami-Dade County, Florida or "Grantor".

"Development and Grant Agreement" means the Development and Grant Agreement, dated the date of this Agreement, between the County and the Grantee with respect to the Grant, as amended and supplemented from time to time.

"Eligible Tenant" means a person(s) or family whose total adjusted gross income, as set forth in Section 2 of the Income Certification, does not exceed 60% of the then current median family income for Miami-Dade County, Florida established by income statistics reported from time to time by HUD or such other entity which may succeed to perform its duties. On the date of this Agreement, the current median family income is \$_____.

"Extremely-low-income persons or extremely low-income household" means one or more natural persons or a family whose total annual household income does not exceed 30 percent of the then current median family income for Miami-Dade County, Florida Adjusted for Family Size established by HUD.

"Grant" means the grant from the County to the Grantee in the amount of \$2,000,000 with respect to the Project, made in accordance with the County's program guidelines, this Agreement and the Development and Grant Agreement for the purpose of financing a portion of the cost of the acquisition and construction of the Project.

"Income Certification" means an Income Certification initially in the form of Exhibit B, as such form may be revised by the County.

"Moderate-income person or moderate-income household" means one or more natural persons or a family that has a total annual gross household income that does not exceed 60 percent of the then current median family income for Miami-Dade County, Florida Adjusted for Family Size established by HUD.

"Project" means the Villa Capri Apartments to be located at 14500 South West 280 Street, Homestead, Florida 33032 consisting of two-hundred and twenty affordable, multi-family, rental units consisting of forty-eight (48) one bedroom units with 1 bath(s), one-hundred and twenty-four (124) two bedroom units and 2 bath(s) and forty-eight (48) three bedroom units and two baths and related amenities including a pool, clubhouse and 404 parking spaces.

"Rent" or "Rents" means the monthly rent permitted to be collected by the Grantee based on household income limitations as set forth in Section 4 of this Agreement.

"Very-low-income person or very-low-income household" means one or more natural persons or a family that has a total annual gross household income that does not exceed 33 percent of the then

current median family income for Miami-Dade County, Florida Adjusted for Family Size established by HUD.

" Residential Rental Housing" means residential rental units to be used other than on a transient basis which are rented or available for rental on a continuous basis to members of the general public in accordance with the requirements of this Agreement.

"Rental Regulatory Agreement" or "Agreement" shall mean this Rental Regulatory Agreement, as amended or supplemented from time to time.

"State" shall mean the State of Florida.

"Term of this Agreement" means from the date of the recordation of this Rental Regulatory Agreement, and ending on the last day of the thirtieth (30th) year after the year in which the Project is completed and a certificate of occupancy is issued

Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all of its the terms and provisions shall be construed to effectuate its stated purposes and to sustain its validity.

The terms and phrases used in the recitals of this Agreement have been included for convenience of reference only and the meaning, construction and interpretation of all such terms and phrases for purposes of this Agreement shall be determined by references to this Section 1. The titles and headings of the sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent shall arise.

Section 2. Residential Rental Project. The County and the Grantee declare their understanding and intent that, during the Term of this Agreement, the Project is to be owned, managed and operated, as Residential Rental Property. To that end, the Grantee hereby represents, covenants and agrees as follows:

(a) that the Project will be acquired and constructed for the purpose of providing multifamily Residential Rental Housing, and the Grantee shall own, manage and operate the Project during the Term of this Agreement;

(b) that all of the dwelling units in the Project will be similarly constructed and each such dwelling unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation for a single person or a family;

(c) that during the Term of this Agreement (i) none of the dwelling units in the Project shall at any time be utilized on a transient basis; and (ii) none of the dwelling units in the Project shall ever be leased or rented for a period of less than six (6) months plus one (1) day;

(d) that during the Term of this Agreement the dwelling units in the Project shall be leased and rented or made available for rental on a continuous basis to members of the general public;

(e) that during the Term of this Agreement no part of the Project will at any time be owned or used by a cooperative housing corporation;

(f) the Grantee shall not discriminate on the basis of race, creed, religion, color, ancestry, age, sex, marital status, pregnancy, sexual orientation, source of income, family status, disability or national origin in the lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project, nor shall the Grantee discriminate against any tenant or potential tenant on the basis that such tenant offers a housing voucher as partial or full payment of any rent obligation and the Grantee shall not refuse to rent any unit to such tenant solely on the basis that such tenant is the recipient of a housing voucher; and

(g) that the Grantee will not refuse or deny rental occupancy in the Project to persons whose family includes minor dependents (those under eighteen years of age) who will occupy such unit, unless such refusal is based upon factors not related to the presence of such minors in the family.

Unless amended by mutual agreement of the Grantor and Grantee, the provisions of this Section shall remain in effect during the Term of this Agreement.

Section 3. Tenants. The Grantee hereby represents, covenants and agrees that, during the Term of this Agreement:

(a) Commencing with the date on which at least 10% of the units in the Project are occupied, the Grantee shall rent (i) at least 2% of the units to Extremely-low-income persons or extremely-low-income households (those whose income is no greater than 33% of the Area Median Income); (ii) at least 47% of the units to low-income persons or low-income households (those whose income is no greater than 50% of the Area Median Income) and (iii) the balance of the units to moderate-income persons or moderate-income households (those whose income is no greater than 60% of the Area Median Income). No units shall be rented to anyone other than an Eligible Tenant. The Available Units occupied or held for occupancy by Extremely-low-income persons or extremely low-income households shall be distributed throughout the Project. The determination of income will be made both on the date the Extremely-low-income persons or extremely low-income households, Very-low-income person or very-low-income households and Moderate-income person or moderate-income households first occupy a residential unit in the Project and on a continuing basis. Provisions pertaining to adjustments for tenant incomes during rental term to be developed.

(b) The Grantee shall obtain and maintain on file an Income Certification from any and all Eligible Tenants occupying the units dated immediately prior to the initial occupancy of such tenant in the Project (with notification to the Grantee of any material change of information in the Income Certification and initial occupancy of such tenant in the Project) in the form attached as Exhibit B. The Grantee shall remit copies of the Income Certification to the County upon request and on each anniversary date of the completion of the Project throughout the Term of this Agreement.

(c) The Grantee shall maintain complete and accurate records pertaining to the dwelling units and to permit any duly authorized representative of the County to inspect the books and records of the Grantee pertaining to the income and Income Certifications of all the tenants residing in the Project.

(d) The Grantee shall immediately notify the County if at any time the dwelling units in the Project are not occupied or available for occupancy as provided in subparagraph (a) above, and the Grantee shall prepare and submit to the County, not later than the tenth (10th) day of each month following the initial occupancy of any of the units in the Project, a Compliance Certificate, initially in the form attached as Exhibit C, executed by the Grantee, stating among other matters, the number of dwelling units of the Project which, as of the first day of such month, in each case, were occupied by Extremely-low-income persons or extremely low-income households, Very-low-income person or very-low-income households and Moderate-income person or moderate-income households and/or were deemed to be occupied by Extremely-low-income persons or extremely low-income households, Very-low-income person or very-low-income households and Moderate-income person or moderate-income households, as provided in subparagraph (a) above, and stating that all units in the Project are occupied by or held available for rental to only Extremely-low-income persons or extremely low-income households, Very-low-income person or very-low-income households and Moderate-income person or moderate-income households.

(e) Prior to execution of the Grantee/Grantee's Statement portion of the Income Certification, the Grantee shall verify the income of each Extremely-low-income persons or extremely low-income household, Very-low-income person or very-low-income household and Moderate-income person or moderate-income household.

(f) The Grantee shall provide the County with occupancy reports on an annual basis that include the following:

(1) List of all occupied apartments, indicating composition of each resident family, as of the end date of the reporting period. Composition includes, but is not limited to:

- (i) Number of residents per units.
- (ii) Area median Income by HUD (AMI) per unit.

(iii) Race, Ethnicity and age per unit (Head of Household).

(iv) Number of units serving special need clients.

(v) Gross Household Rent

(vi) Maximum rent per unit.

(2) A list of all vacant apartments, as of the end date of the reporting period.

(3) The total number of vacancies that occurred during the reporting period.

(4) The total number of units that were re-rented during the reporting period, stating family size and income.

(5) The Grantee shall upon written request of the County allow representatives of the County to review and copy any and all of its executed leases with tenant residing on the Property.

Section 4. Rents. The Grantee hereby represents, covenants and agrees, during the Term of this Agreement, that:

(a) The maximum initial approved rental rates for this Project are set forth in the attached Appendix 1.

(b) The parties agree that once recorded, this Agreement shall be a restrictive covenant on the Project that shall run with the Property since the subject matter of this Agreement and its covenants touch and concern the Property. This Agreement shall be binding on the Property, the Project, and all portions of each, and upon any purchaser, transferee, Grantee or lessee or any combination of each, and on their heirs, executors, administrators, devisees, successors and assigns and on any other person or entity having any right, title or interest in the Property, the Project, or any portion of each, for the length of time that this Agreement shall be in force. Grantee hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on the Grantee and its successors in interest, if any, for the Term of this Agreement, without regard to payment or satisfaction of any debt owed by Grantee to the County or the expiration of any agreement between the Grantee and the County regarding the Property, Project or both.

(c) The above rentals will include the following services to each unit: **[INSERT TERMS]**

(d) Grantee further agrees that it will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.

(f) Grantee agrees that the unit shall meet the energy efficiency standards promulgated by the Secretary of the HUD, the Florida Housing Finance Corporation (hereafter "FHFC"), and/or Miami-Dade County, as applicable.

(g) County and Grantee agree that rents may increase as median income increases as published by HUD with the prior approval of County, provided, that at no time shall the Grantee's management fee and expenses attributed to the Grantee for managing the Project exceed _____ percent (____%) of the cash flow. Any other adjustments to rents will be made only if County (and HUD if applicable), in its sole and absolute discretion, find any adjustments necessary to support the continued financial viability of the Project and only by an amount that the County (and HUD if applicable) determine is necessary to maintain continued financial viability of the Project.

Grantee will provide documentation to justify a rental increase request not attributable to increases in median income but attributable to an increase in operating expenses of the Project, excluding the management fee attributed to the Grantee for managing the Project. Within sixty (60) days of receipt of such documentation, the County will approve or deny, as the case may be, in its sole and absolute discretion, all or a portion of the rental increase in excess of the amount that is directly proportional to the most recent increase in median annual income. In no event, however, will any increase directly proportional to an increase in median annual income be denied.

(h) The County shall have the right to review the Grantee's reports and conduct any further reasonable inspection of Grantee's records to confirm the information as being correct and that the Grantee is acting according to all of the terms and conditions of this Agreement. Additionally, the Grantee shall be subject to a fee equal to 1.5% of the Grant, payable to the County, for the time required by the County to perform this (these) reviews and inspections. This fee can either be paid in full at closing of the Funding Agreement or annually over the 30 year term of this Rental Regulatory Agreement.

Section 5. Indemnification. The Grantee hereby covenants and agrees that the provisions of Section 12 of the Development and Grant Agreement relating to the Grantee's indemnity obligations apply to any violations by the Grantee of this Agreement and to any suites, claims etc. by third parties against the County arising out of this Agreement and/or the Project.

Section 6. Reliance. The County and the Grantee hereby recognize and agree that the representations and covenants set forth herein may be relied upon by all persons interested in the legality

and validity of the Grant and the completion of the Project as affordable residential rental housing. In performing their duties and obligations under this Agreement, the County may rely upon statements and certificates of the Grantee and tenants believed to be genuine and to have been executed by the proper purported person or persons, and upon audits of the books and records of the Grantee pertaining to occupancy of the Project. In addition, the County may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection with respect to any action taken or suffered by the County in good faith and in conformity with the opinion of such counsel.

Section 7. Project Within the County Limits. The Grantee hereby represents and warrants that the Project is located entirely within the limits of the County.

Section 8. Sale and Conveyance of Project. (a) The Grantee shall not sell, transfer or encumber the Project, in whole or in part, without the prior written consent of the County, which consent shall be given promptly provided that (i) the Grantee shall not be in Default hereunder, (ii) the continued operation of the Project as Residential Rental Housing, (iii) the subsequent purchaser or assignee shall execute any document requested by the County, to acknowledge that it holds title to the Project subject to the covenants and obligations contained in this Agreement, (iv) the purchaser and assignee shall have first executed a document in recordable form addressed to the County to the effect that such purchaser or assignee will comply with the terms and conditions of this Agreement, and (v) such other conditions as may be reasonable under the circumstances. In the event that the purchaser or assignee shall assume the obligations of the Grantee under this Rental Regulatory Agreement to the satisfaction of the County, Grantee may be released from its obligations under this Agreement.

Notwithstanding anything contained herein, the consent of the County shall not be required for (i) the removal of the general partner of the Grantee and the replacement thereof pursuant to Grantee's governing documents (as amended), (ii) the transfer by any limited partner of the Grantee of a partnership interest in Grantee, or (iii) easements necessary for the construction or operation of the Project and granted in the ordinary course of business.

Section 9. Enforcement. If the Grantee Defaults in the performance of its obligations under this Agreement or breaches any covenant, agreement or warranty of the Grantee set forth in this Agreement, and if such Default remains uncured for a Period of 30 days after notice shall have been given by the County to the Grantee (or for an extended period, if such Default stated in such notice can be corrected, but not within such 30-day period, and if the Grantee commences such correction within such 30-day period, and thereafter diligently pursues the same to completion within such extended period), then the County may take such action at law or in equity, as is necessary in order to obtain specific performance of any covenant or other obligation of the Grantee in this Agreement in addition to the remedies afforded the County in the Development and Grant Agreement including the recoupment of all or a portion of the Grant.

Section 10. Recording and Filing; Covenants to Run With the Land. Upon execution and delivery by the parties to this Agreement, the Grantee shall cause this Agreement and all amendments and supplements to be recorded and filed in the official public deed records of the County and in such manner and in such other places as the County may reasonably request, and shall pay all fees and charges incurred in connection with such recording. This Agreement and its covenants shall run with the land and shall

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bind, and the benefits shall inure to, respectively, the Grantee and the County and their respective successors and assigns during the Term of this Agreement.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, both substantive and relating to remedies.

Section 12. Assignments and Amendments. The Grantee shall not assign its interest under this Agreement, except by writing and in accordance with the provisions of Section 8 of this Agreement. The County and the Grantee may from time to time enter into one or more amendments or supplements to this Agreement.

Section 13. Notice. Any notice required to be given shall be given by personal delivery, by registered U.S. mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered U.S. mail.

County:

Grantee:

Section 14. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

Section 15. Multiple Counterparts. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the County and the Grantee have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first written hereinabove.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Miami-Dade County Mayor

Approved by County Attorney as
to form and legal sufficiency.

By: _____

(SEAL)

VILLA CAPRI ASSOCIATES, LTD.

Attest:

By: _____

By _____
Lenny Wolfe, (Title)

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EXHIBIT A

A PARCEL OF LAND, BEING A PORTION OF TRACT 'A', 'VILLA CAPRI', ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 168, PAGE 94 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT 'A'; THENCE ALONG THE NORTH LINE OF SAID TRACT 'A', NORTH 89°03'02" EAST, 991.62 FEET; THENCE SOUTH 00°56'58" EAST, 166.66 FEET; THENCE SOUTH 89°03'02" WEST, 52.00 FEET; THENCE SOUTH 1°01'41" EAST, 107.76 FEET; THENCE NORTH 89°03'02" EAST, 51.33 FEET; THENCE SOUTH 00°56'58" EAST, 147.78 FEET; THENCE SOUTH 89°03'02" WEST, 171.51 FEET; THENCE SOUTH 52°38'49" WEST, 47.32 FEET TO A POINT ON THE ARC OF A RADIALLY TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 52°38'49", AN ARC DISTANCE OF 56.97 FEET; THENCE TANGENT TO SAID CURVE, WEST, 23.40 FEET TO A POINT ON THE ARC OF A TANGENT CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 52.00 FEET, A CENTRAL ANGLE OF 60°12'41", AN ARC DISTANCE OF 54.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 57.00 FEET, A CENTRAL ANGLE OF 120°25'22", AN ARC DISTANCE OF 119.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 52.00 FEET, A CENTRAL ANGLE OF 60°12'41", AN ARC DISTANCE OF 54.65 FEET; THENCE TANGENT TO SAID CURVE, WEST, 23.40 FEET TO A POINT ON THE ARC OF A TANGENT CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 97.39 FEET; THENCE TANGENT TO SAID CURVE, SOUTH, 225.80 FEET; THENCE NORTH 89°57'20" WEST, 179.14 FEET; THENCE NORTH 00°02'40" EAST, 21.05 FEET; THENCE NORTH 89°57'20" WEST, 253.33 FEET; THENCE SOUTH 00°02'40" WEST, 8.76 FEET; THENCE NORTH 89°57'20" WEST, 7.48 FEET; THENCE SOUTH 45°05'28" WEST, 16.37 FEET; THENCE SOUTH 00°02'40" WEST, 8.21 FEET; THENCE NORTH 89°57'20" WEST, 15.13 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 'A'; THENCE ALONG SAID LINE, NORTH 00°02'40" EAST, 682.85 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT 'A' (SAID POINT BEING ON THE ARC OF A TANGENT CURVE); THENCE ALONG THE NORTHWESTERLY LINE OF SAID TRACT 'A' AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°00'22", AN ARC DISTANCE OF 38.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND SITUATE IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 12.8127 ACRES (558,123 SQUARE FEET) MORE OR LESS.

EXHIBIT B

FORM OF INCOME CERTIFICATION

EXHIBIT C

FORM OF COMPLIANCE CERTIFICATE

Appendix 1

Rents

The initial rental rates for a one bedroom unit is: between \$374 and \$675 per month*

The initial rental rates for a two bedroom unit is: between \$443 and \$775 per month*

The initial rental rates for a three bedroom unit is: between \$503 and \$875 per month*

*The aforementioned rents are a range of possible rent to be charged, as the specific rent will depend on whether the family or individual residing in the unit has an income equal to or less than 33% of AMI, 50% of AMI, or 60% of AMI.

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Memorandum



Date: September 20, 2011

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

From: Carlos A. Gimenez
Mayor

Subject: Supplement to Agenda Item 11A8 on the September 20, 2011 Meeting of the Board of County Commissioners Regarding Significant Modification to Building Better Communities General Obligation Bond Program Project No. 249-Preservation of Affordable Housing Units and Expansion of Home Ownership

ITEM 11A8 Supplement
ADDED-ON.
DISTRIBUTED AT
MEETING (REPORT)

The following report provides detailed information about the fiscal impact associated with revisions to the funding plan for projects in the Building Better Communities General Obligation Bond (BBC GOB) program.

On the September 20, 2011 meeting agenda of the Board of County Commissioners (BCC) is item 11A8 (Legistar 111562) which approves the agreements related to the \$2 million grant for Villa Capri Associates, Ltd. to build 220 affordable rental units from BBC GOB Project #249 – "Preservation of Affordable Housing Units and Expansion of Home Ownership". The resolution further states that the \$2 million is subject to the County receiving a favorable underwriting report and shall be funded from bond process to meet cash flow needs of the project. To date, the project has not been submitted for underwriting.

Based on all assumptions of property tax roll values and market conditions, the cost of the Villa Capri project could be \$2 million in FY 2011-12. This project is not currently included for funding in the FY 2010-11 Adopted Budget nor the FY 2011-12 Proposed Budget. Please refer to the memorandum sent today regarding the BBC GOB projects and the proposed funding schedule. The memorandum and the attachments sent earlier today provide a comprehensive list that should be considered along with this item. Unless an offsetting project is identified for delay from the proposed GOB list, the debt service millage would have to increase by 0.000456 in FY 2012-13 to pay the increased financing cost. The approval of this project, in addition to another previously approved item, will have a cumulative millage increase effect of 0.00057 for FY 2012-13.

If you have any questions or concerns, please feel free to contact Jennifer Moon, Director, Office of Management and Budget at 305-375-5143.

Attachment

- c: Robert A. Cuevas, Jr., County Attorney
Office of the Mayor Senior Staff
Jennifer Moon, Director, Office of Management and Budget
Charles Anderson, Commission Auditor



WITHDRAWN

MEMORANDUM

Agenda Item No. 13(A)(1)

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

DATE: September 20, 2011

(SEE SUB)

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

SUBJECT: Resolution approving Settlement
agreement between Miami-Dade
County, and Johnson Controls, Inc.
to resolve outstanding litigation for
mutual releases of all claims and a
payment to the County of \$4,000,000

The accompanying resolution was prepared and placed on the agenda at the request of County Attorney.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum



Date: September 20, 2011

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

From: Honorable Carlos A. Gimenez
Mayor

R. A. Cuevas, Jr.
County Attorney

Handwritten signatures of Carlos A. Gimenez and R. A. Cuevas, Jr. in black ink.

Subject: Resolution Approving Settlement Agreement Between Miami-Dade County and Johnson Controls, Inc.

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution approving the settlement agreement between Miami-Dade County (the "County") and Johnson Controls, Inc. ("JCI"). The attached proposed settlement resolves all claims between the parties. The proposed settlement releases all claims between and among the parties, with JCI agreeing to pay \$4.0 million to the County.

Scope

Settlement of the actions described above between and among the County and JCI for the mutual releases set forth in the proposed settlement agreement in substantially the form attached hereto.

Fiscal Impact

The County will receive \$4 million from JCI as part of this settlement.

Background

The E-Satellite APM System Contract

This lawsuit involves a maintenance contract between the County and JCI for maintenance to an elevated two-track, automated people mover train system ("APM" or "APM System") at the Miami International Airport. The APM serves Terminal E shuttling passengers between Lower E and E-Satellite.

The APM System comprises two trains on separate tracks: the North Train and South Train. Both travel from MIA Central Terminal to E-Satellite. The trains are remotely driven, and are not normally operated by an on-board conductor. There are multiple redundant safety programs built into the E-Satellite APM System to ensure: (i) the trains do not stop or start suddenly; (ii) the doors remain closed during transit; (iii) the trains do not reach unsafe speeds; and critically, (iv) the trains stop.

The County relies on third parties to operate and maintain the E-Satellite APM System. These third-party operation and maintenance services are procured via contract. In 2007, the County put out an invitation to bid to provide E-Satellite APM System operations and maintenance services through 2010 (the "Contract").

On January 22, 2008, the Board of County Commissioners (the "Board") approved Resolution No. R-80-08 awarding the Contract to JCI. The Contract provided a three-year term along with a fourth year option. The Contract required JCI to maintain the trains. In the event that JCI damaged the train, the Contract made JCI responsible for repairing, rebuilding, restoring, or making good on such damage, all at JCI's sole cost and expense.

The Crash

During the week prior to the crash, the south train's emergency brakes engaged randomly and for no apparent reason while transporting passengers. JCI employees attempted to troubleshoot the train while it was servicing passengers. JCI technicians placed a jumper cable on a circuit board of the train. The cable bypassed the train's automatic train protection (ATP) safety circuits that supervise and oversee all automatic train operations, such as train speed, door operation, train presence detection, and other related safety circuits. While the jumper cable was in place, and with the ATP safety circuits therefore bypassed, the Program Stop Module, which is responsible for controlling the train's deceleration profile into the end stations and stopping accuracy of the train in the station, failed. Since the jumper cable was in place, the ATP fail-safe features were bypassed and could not function. The train never decelerated and hit the wall without any braking action.

On November 30, 2009, the County demanded that JCI pay \$60 million in compensation. After JCI failed to do so, JCI was terminated on December 10, 2009.

On March 1, 2010, the County filed a one-count breach of contract complaint in state court. JCI removed the case to federal court. On March 6, 2010, the County gave JCI notice of its proposed debarment action. After a week of testimony, the panel unanimously voted not to debar JCI.

JCI asserts that its obligations under the Contract were discharged due to a breach of the Contract by the County. JCI contends the County failed to assure that JCI received the minimum maintenance hours set forth in the Contract, thus interfering with JCI's ability to meet its contractual maintenance obligations. The County conceded that it never provided JCI the total number of maintenance hours under the Contract due to scheduling requirements of American Airlines.

JCI also asserts that the County made material misrepresentations concerning the condition, fitness, safety, and expected life of the E-Satellite trains. The E-Satellite APM System was approximately 27 years old at the time of the crash. In addition, documents exist that suggest that the APM had already exceeded its design life, and that in 2007, the Aviation Department paid for improvements to extend its useful life another five years.

Damages

The Court rejected the County's theory on the amount of its damages, and determined that the damages recoverable by the County are limited to the difference between the position the County would have been in if Johnson Controls had completed performance of the Contract, and the position the County is in now. Thus, the County's damages would be the difference between the present value of the discounted cash flow of E-Satellite had the South Train not been destroyed, and the present value of the actual cash flow generated by E-Satellite without the South train. This Court's construct significantly limited the amount of damages the County can recover in the case.

To date, the County has expended approximately \$1 million for crash clean-up; structural repairs to E terminal; and costs and expenses associated with transporting passengers to and from E Satellite. JCI served a proposal for settlement in the amount of \$1 million in April 2011. If the case were tried, and the County recovered \$750,000 or less, the County would be liable for JCI's attorney's fees, which stand currently at \$1.5 million, as well as all costs associated with trial.

Conclusion

Under the terms of the settlement, JCI would pay a total of \$4.0 million to the County. This settlement avoids the risks and costs associated with trial, and provides a fair and reasonable recovery to the County under the facts and circumstances of this case.

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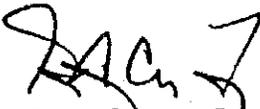


MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: September 20, 2010

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

SUBJECT: Agenda Item No. 13(A)(1)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 13(A)(1)
9-20-11

RESOLUTION NO. _____

RESOLUTION APPROVING SETTLEMENT AGREEMENT
BETWEEN MIAMI-DADE COUNTY, AND JOHNSON
CONTROLS, INC. TO RESOLVE OUTSTANDING LITIGATION
FOR MUTUAL RELEASES OF ALL CLAIMS AND A PAYMENT
TO THE COUNTY OF \$4,000,000

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the settlement of the lawsuits as forth in the Settlement Agreement and authorizes the execution by the County Mayor or Mayor's designee of the Settlement Agreement in substantially the form attached hereto.

The foregoing was offered by Commissioner

who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro
Esteban L. Bovo, Jr.
Sally A. Heyman
Jean Monestime
Rebeca Sosa
Xavier L. Suarez

Lynda Bell
Jose "Pepe" Diaz
Barbara J. Jordan
Dennis C. Moss
Sen. Javier D. Souto

7

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney-as
to form and legal sufficiency.



David Stephen Hope



MEMORANDUM

Agenda Item 15(B)1

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

DATE: September 20, 2011

FROM: Christopher Agrippa, Division Chief
Clerk of the Board Division

SUBJECT: Proposed Public Hearing Dates for
Meeting of

It is proposed that public hearings for Ordinances submitted for first reading be set as follows:

Regional Transportation Committee (RTC) meeting- Monday, October 24, 2011, at 9:30 AM

4A ORDINANCE CREATING SECTION 8A-1.2 OF THE CODE OF MIAMI-DADE COUNTY; REQUIRING RENTAL CAR COMPANIES TO PROVIDE PUBLIC NOTICE OF FEES ASSOCIATED WITH THE USE OF SUNPASS EQUIPMENT, PROVIDING DEFINITIONS; AMENDING SECTION 8CC-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Internal Management and Fiscal Responsibility Committee (IMFRC) meeting- Tuesday, October 25, 2011, at 2:00 PM

4B ORDINANCE REGARDING RULES OF PROCEDURE OF THE BOARD OF COUNTY COMMISSIONERS; AMENDING SECTIONS 2-1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, RELATING TO AUTHORITY TO SPONSOR OR PRESENT ITEMS ON COMMISSION AGENDA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Infrastructure and Land Use Committee (ILUC) meeting - Wednesday, October 26, 2011, at 2:00 PM

4C ORDINANCE RELATING TO THE COLLECTION OF DATA FOR A DISPARITY STUDY IN CONNECTION WITH RACE, GENDER AND ETHNIC BASED CONTRACTING PROGRAMS; REQUIRING COUNTY CONTRACTORS TO REPORT THE RACE, GENDER AND ETHNIC MAKEUP OF THE OWNERSHIP OF SUBCONTRACTORS PERFORMING THE WORK; REQUIRING COUNTY CONTRACTORS TO REPORT PAYMENTS MADE TO ALL SUBCONTRACTORS UNDER THE CONTRACT; AMENDING SECTIONS 2-8.1, 2-8.8 AND 10-34 OF THE CODE; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

4D ORDINANCE AMENDING SECTION 19-13(A)(2) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA TO REQUIRE THE SAME LEVEL OF MAINTENANCE OF RESIDENTIAL LOTS WHETHER IMPROVED OR UNIMPROVED; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

CA/fcd

* or such other time and place as may be set in accordance with the Rules and Procedures of the Board of County Commissioners



MEMORANDUM

Harvey Ruvin
Clerk of the Circuit and County Courts
Clerk of the Board of County Commissioners
Miami-Dade County, Florida
(305) 375-5126
(305) 375-2484 FAX
www.miami-dadeclerk.com

Agenda Item No. 15(B)2

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

DATE: September 20, 2011

FROM: Harvey Ruvin, Clerk
Circuit and County Courts

SUBJECT: Proposed Boundary Change to the
City of Florida City
Annexation Area H

Christopher Agrippa, Division Chief
Clerk of the Board

Pursuant to the provisions of Chapter 20-5 of the Code of Miami-Dade County, the Clerk of the Board has received a petition from the City of Florida City requesting a boundary change to the City of Florida City. (See legal description in the attached application).

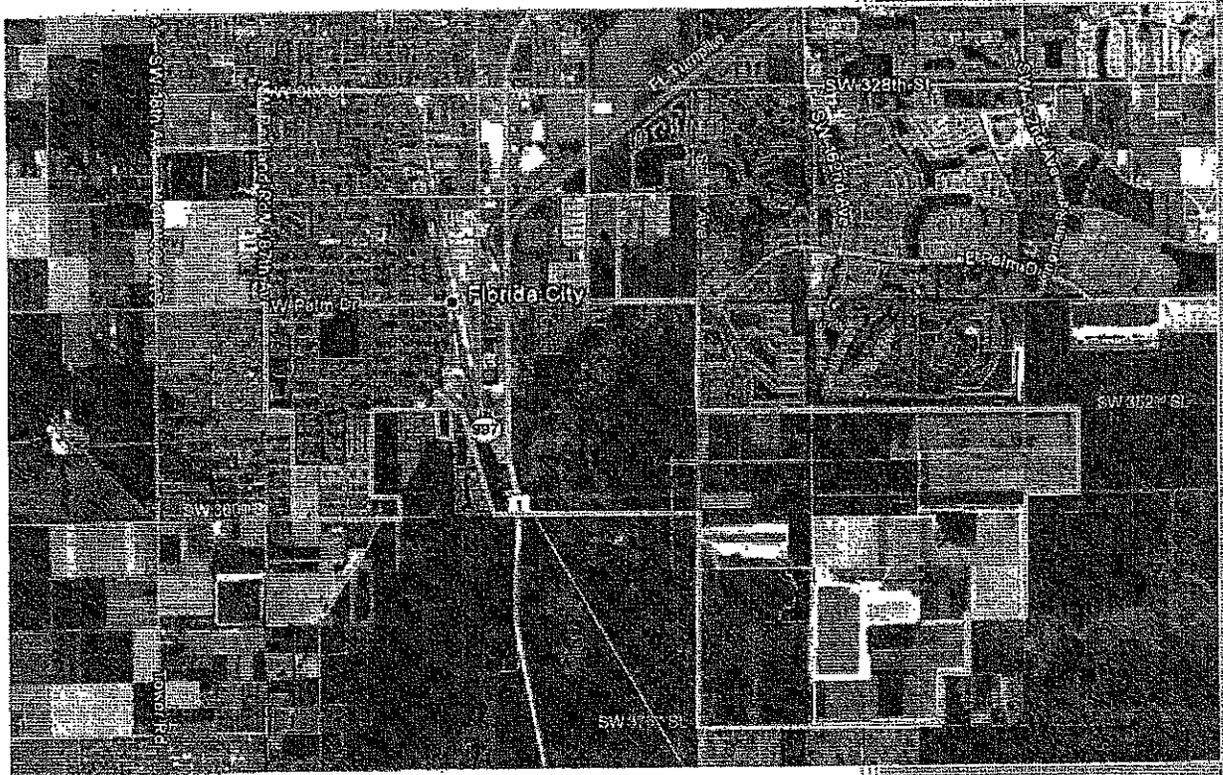
Following consideration by the County Commission, the Code provides that this request be forwarded to the Planning Advisory Board for review, study and recommendation.

CA/kk
Attachment



Annexation Application Submittal to Miami-Dade County

Annexation Area H



Prepared by:

The City of Florida City

&

ILER PLANNING

FINAL

June 29, 2011

City of Florida City

Annexation Area "H" Application

Submittal to: Miami-Dade County

Prepared By:

City of Florida City

&

ILER PLANNING

June 29, 2011

Table of Contents

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II. Land Use Plan and Zoning.....3
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IV. Service Provision.....15
V. Timetable for Supplying Services.....19
VI. Financing of Services.....20
VII. Tax Load.....22
VIII. Conclusion.....23

Exhibits

- A: Florida City Commission Resolution No. 11-19
- B: Legal Description of Area H
- C: Certificate of Publication of Public Hearing Notice
- D: Affidavit Certifying Mailing of Public Hearing Notices to Affected Property Owners
- E: Certificate of County Supervisor of Registration
- F: Applicable County Future Land Use Designations
- G: Applicable County Zoning Districts
- H: Assessed Value of Area H Properties
- I: Florida City's Water and Sewer Service Area
- J: City-owned Parcels Map
- K: Residential Development Certificate of MDC Planning and Zoning Director

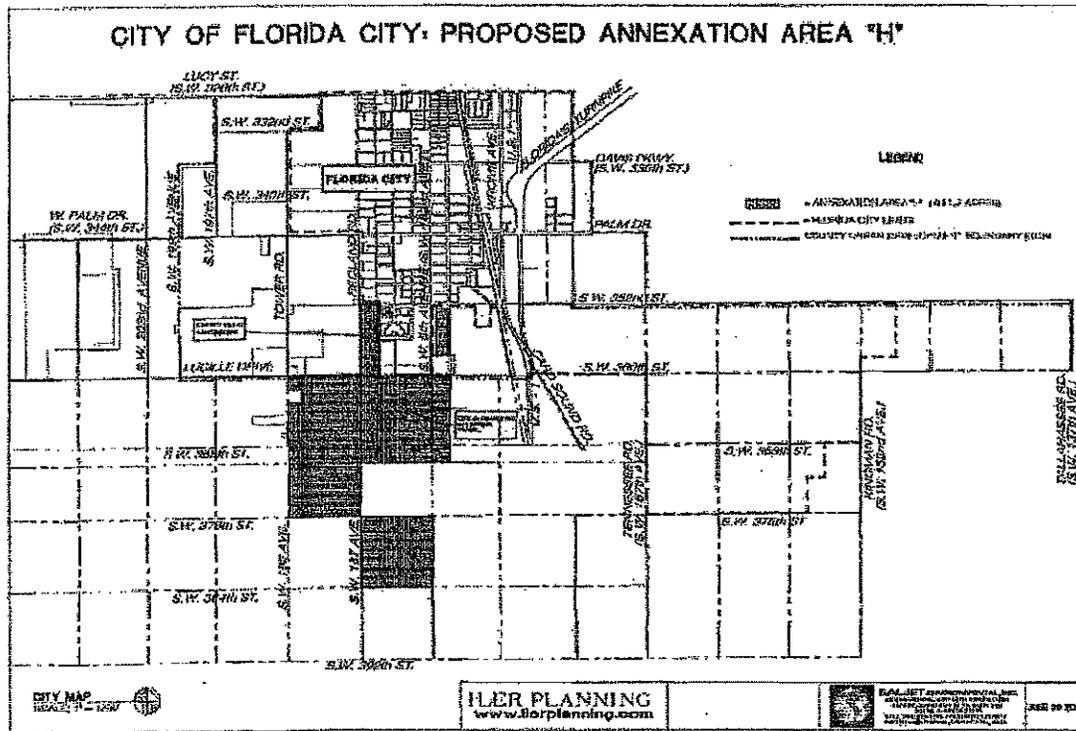
Introduction

On June 29th of this year, the Florida City Commission adopted Resolution No. 11-19 (Exhibit A) approving the submittal of an application to Miami-Dade County for the annexation of a 812 acre unincorporated area on the City's southwestern limits, designated as Area H (the "Area") and depicted in Figure 1 below. Exhibit B contains the legal description for Area H.

The Resolution was adopted at an advertised public hearing in accordance with County Code. The hearing notice was published in a local newspaper (Exhibit C) and, all property owners within Area H and within 600 feet outside its boundary were notified via direct mailing. The affidavit certifying the mailing is in Exhibit D. In addition, a certificate from the County Supervisor of Registration documenting that the Area contains a total of 213 registered voters is provided in Exhibit E.

The subsequent sections of this application provide the additional information required by Section 20-3 of the County Code of Ordinances.

Figure 1: Proposed Annexation Area H



I. Area Description

Area H is comprised of 811.7 acres, and is generally bounded on the north by SW 352nd Street, on the west by SW 192nd Avenue, on the south by (theoretical) SW 384th Street, and on the east by (theoretical) SW 180th Avenue. The County's Urban Development Boundary (UDB) lies along Lucille Drive (SW 360th Street), thus most of Area H is located outside of the County's UDB.

Based on current County Property Appraisal Information, there are 105 housing units in Area H; all are single-family structures. Using the County's 2010 average household size of 2.88 persons/household and vacancy rate of 12.3% (U.S. Census), the estimated population is 268 persons. There are a total of 213 registered voters in the Area. The large majority of these residents live in the Centro Campesino single-family residential neighborhood located adjacent to the City's current boundary on Redland Road (SW 187th Avenue), north of SW 360th Street. The neighborhood is served with central water and sewer service by Miami-Dade County. All other developed lots and agricultural uses in the Area utilize on-site water wells and septic tanks. A large majority of land in Area H is either vacant or in active agriculture at this time. The South Florida Evaluation and Treatment Center, a mental health facility operated by the State of Florida, is situated just outside of Area H on the east side of (theoretical) SW 187th Avenue and south of (theoretical) SW 366th Street, and the Miami-Dade County Detention Facility is also located outside the southwest boundary.

The paved road network in Area H is very limited due to the small amount of urban development. The only two significant north-south roads are Tower and Redland Roads; both are 2-lanes in width. Tower Road is paved along the entire western boundary of the Area and is the main access route to Everglades National Park. Redland Road is a major County section line road that extends south into the northern part of the Area, but dead-ends at SW 360th Street. East-west roads serving Area H include SW 352nd Street, SW 360th Street and SW 376th Street.

Environmental Protection Subarea D (Canal-111 Wetlands), designated in the County's CDMP, is located south and east of the proposed annexation area. This environmental protection subarea is primarily owned by public environmental agencies.

A proposed federal detention facility is planned on a 40 acre tract of land located southeast of SW 376th Street and SW 187th Avenue (See Exhibit J) in the southeast corner of Area H. This site is owned by Florida City, and the City is under an agreement with The Geo Group to build and operate the detention complex. The Federal grant application to provide funding for the project is still under review, thus construction of the facility is uncertain at this time. Additionally, there is a 10 acre City-owned stormwater parcel located just beyond the City's southern boundary to accept flood water from the Friedland Manor residential subdivision in Florida City.

II. Land Use Plan and Zoning

Land use in the annexation area is currently under the jurisdiction of Miami-Dade County and its adopted Comprehensive Development Master Plan (CDMP). The current County future land use designations in Area H are:

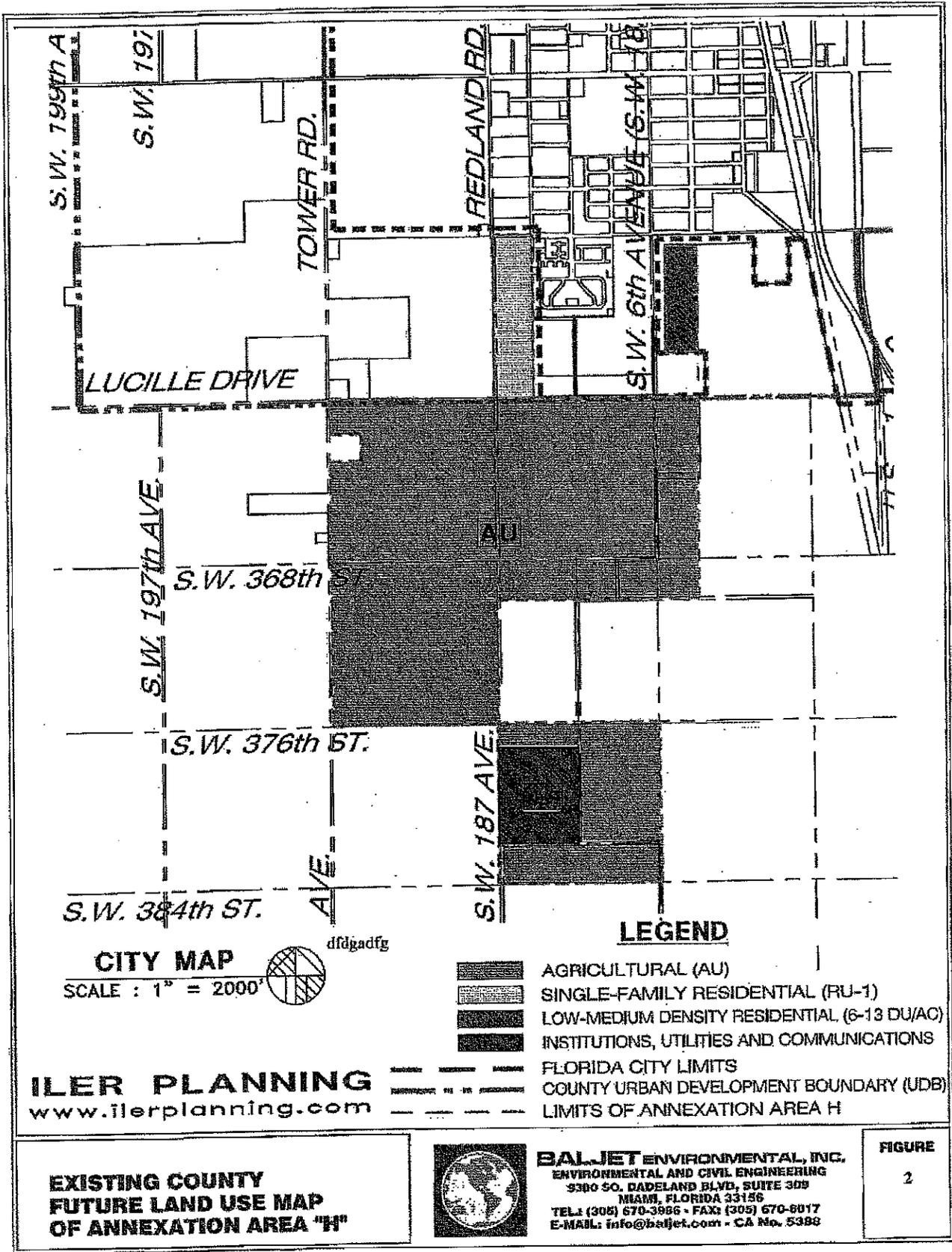
- Agricultural Use (AU);
- Low Density Residential;
- Low to Medium Density Residential; and
- Institutional, Utilities and Communications.

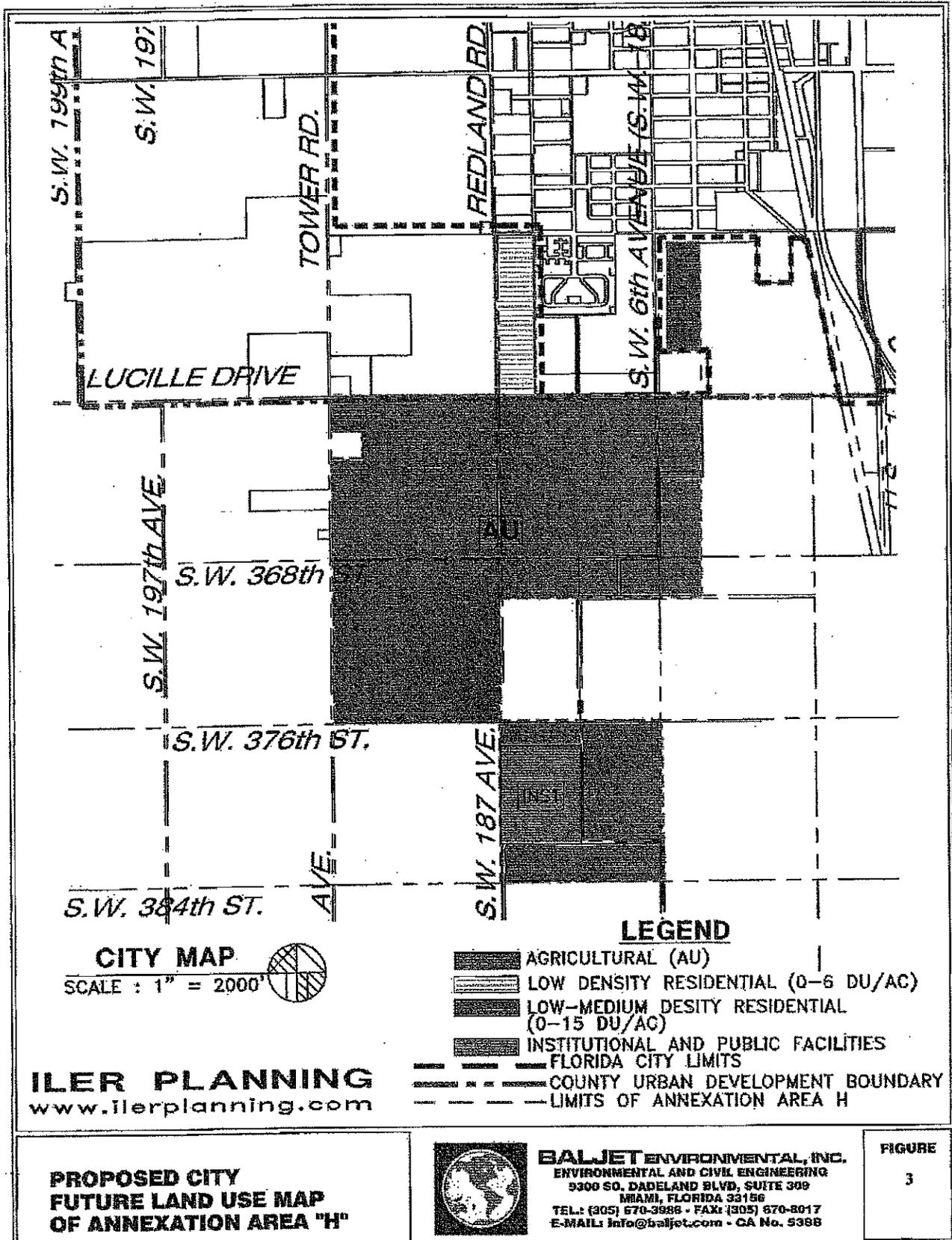
The descriptions of these designations are contained in Exhibit F. Figure 2 shows the location of the designations in Area H according to the County's adopted Land Use Plan. The future land use allocation within Area H is approximately: 85% Agricultural Use; 5% Low Density Residential; 4% Low-Medium Density Residential; and 6% Institutional, Utilities and Communications. Most of the land within Area H is vacant or in active agriculture at this time. According to the County's CDMP, land designated AU contains the best agricultural land remaining in Miami-Dade County and the protection of such viable land is a priority. The principal use in the AU land use category is agriculture, and ancillary to and directly supportive of agriculture and farm residences are also allowed. Single-family homes may be built on 5 acres or larger parcels. If the annexation is approved, the City will apply the same or similar future land use categories fully-consistent with the designations contained in the CDMP and shown on the adopted Land Use Plan. The City would also adopt the UDB requirements currently contained in the County's CDMP. Figure 3 shows the proposed City land use designations.

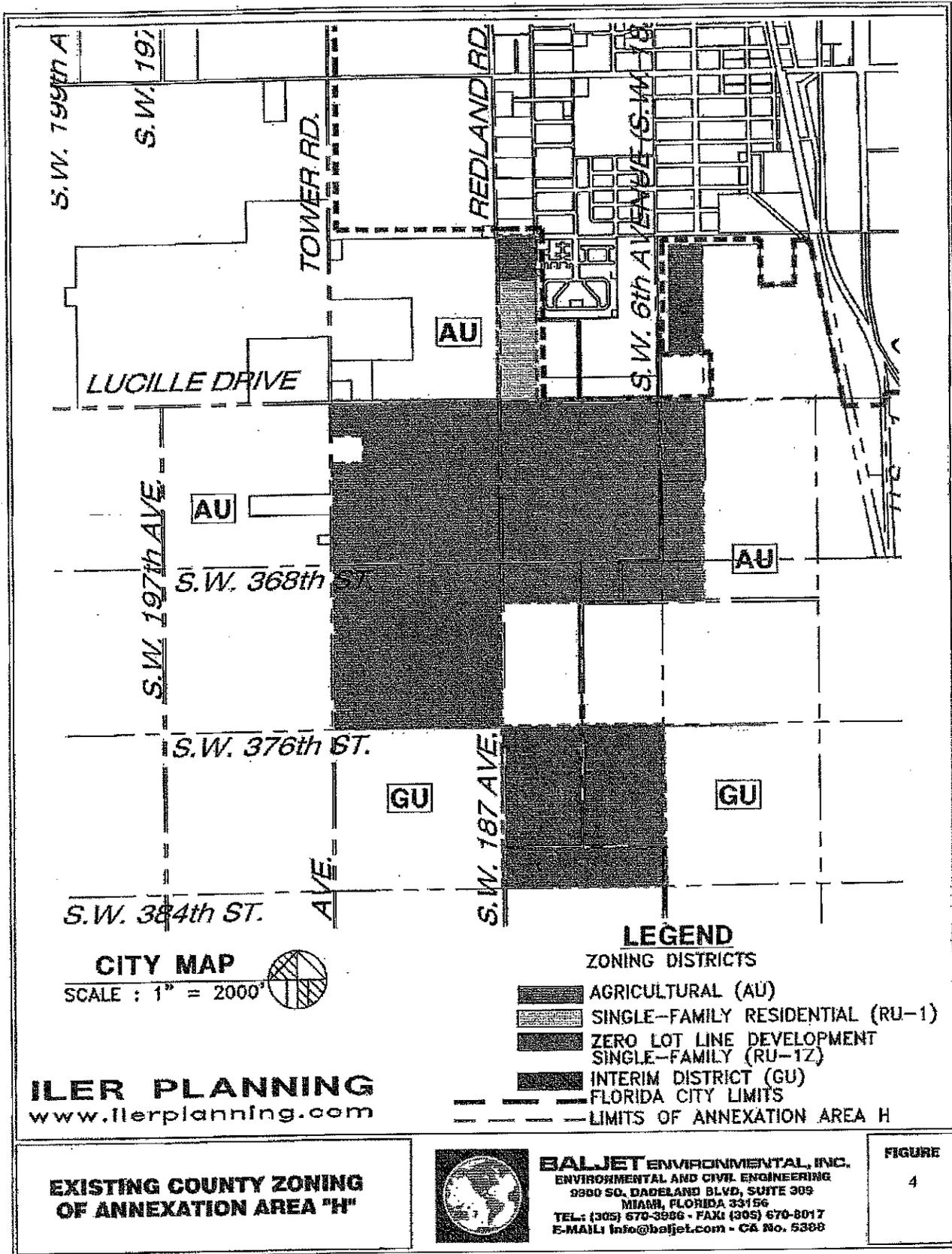
Figure 4 depicts the existing zoning categories applicable to Area H from the County's approved Zoning Map. The zoning in the Area is a mix of the zoning districts listed below; the permitted uses and land development regulations for these zoning districts are provided in Exhibit G.

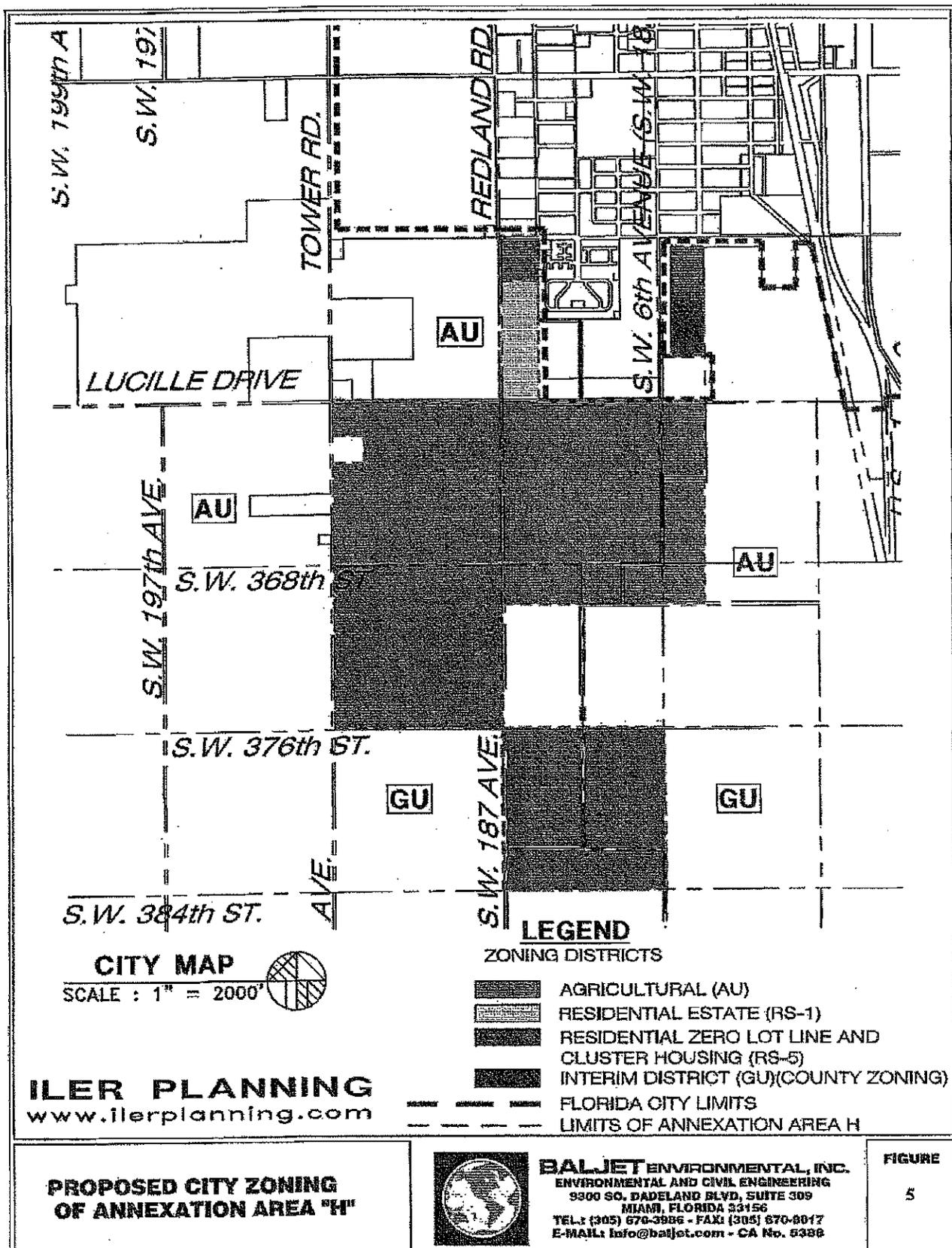
- Agricultural Use (AU) District;
- Single Family Residential (RU-1) District;
- Zero Lot Line Development Single Family (RU-1Z) District; and
- Interim (GU) District.

If the annexation is approved, the City will apply the same or similar zoning districts fully-consistent with the categories shown on the County's Zoning Map and in the Code of Ordinances. Figure 5 presents the proposed City zoning categories that would be applied to Area H.









III. Grounds for the Proposed Boundary Change

There are a number of very valid grounds supporting the annexation of Area H into the boundaries of the City of Florida City. In order to fully appreciate their importance to, and impact on, the future of the City, it is helpful to highlight a few facts about local history and geographic context.

Incorporated in 1914, Florida City is one of the oldest cities in Miami-Dade County and for most of its history has been located a significant distance from Miami and the center of County government. With the creation of the County's Comprehensive Development Master Plan (CDMP) and county-wide Urban Development Boundary (UDB) in the 1960s and 70s, the City found itself on the southern periphery of the new UDB line which encircled it on 3 sides (east, south and west) and imposed a severe and wholly-unanticipated development constraint on its future growth potential. Of course, the City of Homestead is located adjacent to the north and thus boundary expansion in that direction is not possible. Combine these circumstances with the many thousands of acres of environmentally-sensitive wetlands located directly east and south of Florida City, much of which has been purchased by the South Florida Water Management District and Miami-Dade County over the past 30 years, and you have a City that is forced to use every option available to grow and expand like many healthy cities in Miami-Dade County, especially those on the urban fringe. Expansion to the north, east and southeast are no longer feasible due to the reasons cited above. Florida City can now only look southwest and west for significant boundary opportunities, as it has done with this annexation application. Area H, located southwest of the current City boundary, represents one of the few options left to Florida City for future jurisdictional growth and development, and thus must be pursued on a community preservation basis, as any other forward-thinking community in Miami-Dade County would certainly do. In addition, it's clear this annexation proposal itself makes good public fiscal and efficiency sense for the City and Miami-Dade County, and saves businesses and residents significant time and money by bringing local government much closer to them. The specific grounds for this annexation are presented below.

More Cost-Effective and Accessible Governmental Services

Given the close proximity of Florida City's existing governmental facilities to the residents and property owners of Area H, the City can provide those services much more cost-efficiently than Miami-Dade County. The primary services involved would be police, general government, water/sewer facilities, stormwater management and local road maintenance.

Police. The City's Police Headquarters is located at 404 West Palm Drive, less than 1 mile from the northern boundary of Area H. This gives City Police an average response time of 3 minutes. The City force has a total of 33 full-time sworn officers and 31 vehicles, 18 of which are patrol cars. The

Department includes a fully-trained SWAT Team, detective bureau, vice squad, criminal investigations unit and undercover operations. City Police are also experienced in addressing agricultural crime and have ready-access to full laboratory analysis capabilities.

The closest Miami-Dade County Police substation is the Cutler Ridge District Station 4 located at 10800 SW 211th Street, approximately 14 miles from the Area with an estimated 16-19 minute response time. Thus with annexation, police response times would be greatly reduced, patrol coverage enhanced and improved public safety service made available to Area H residents, property owners and local growers.

General Government Services. Florida City's City Hall is also located at 404 West Palm Drive, very close to Area H. The City is a full-service municipal government with a Mayor/Commission form of government; the Mayor is also the City Manager. It has 95 full-time employees with City Hall administrative offices containing Finance, Community Development, Building and Zoning, Water and Sewer, Personnel, Public Works and Information Technology departments. The FY 2011 General Fund budget for the City is \$12.2 million. The City operates a 4.0 MGD water plant and tower, and associated water main system throughout its utility service area (see Exhibit I). It also maintains an extensive sewer line system as well. Total water and sewer revenues in FY 2011 are estimated to be \$2.6 million. The Community Development Department maintains the City's Comprehensive Plan, and handles all zoning and site plan approval requests. The Building and Zoning Department reviews building plans, issues permits and conducts all types of building inspections, except County Fire Department and DERM review.

The County's nearest administrative facility is the South Miami-Dade County Government Center located at 10800 SW 211th Street, 14 miles north of Area H. Of course, the County services available in the South Miami-Dade Center are limited, and many times residents and owners must go to the County's Main Government Center in Miami to conduct their business, especially on zoning and development matters. Thus, it's clear that Area residents and property owners will have much easier and quicker access to all forms of local government services with annexation. In a time of substantial economic hardship like we have today, much faster access and processing of citizen requests will save significant time and money for them and local government; a sizeable short and long term benefit of this annexation.

Water and Sewer Facilities. Florida City's 2010 population, as documented by the U.S. Census, was 11,245 and those residents are served by the City's extensive water and sewer utility system. Water is extracted from the Biscayne Aquifer at the Florida City Wellfield located in the City, which is comprised of four (4) wells. The City's water treatment plant (WTP) is located at the Wellfield and has a capacity of 4 million gallons per day. It serves all developed parcels within the City's utility service area shown in Exhibit I. The treatment provided by the Florida City WTP is chlorination and corrosion control via free chlorine and polyphosphate. The City also maintains the sewer system within the service area and purchases wastewater treatment capacity from Miami-Dade County via a master meter system. The City

also has a strong track record of obtaining State and Federal grants for water and sewer facilities; last year it secured over \$2.5 million in utility grant dollars.

While most of the annexation area is outside the UDB line and thus will not require central water and sewer services due to the 1 unit/5 acre density limit, there are some vacant parcels north of SW 360th Street (within the UDB) with higher density zoning which might be feasible for such services. If so, the City is ready, willing and capable of providing them at less cost and at a level-of-service equal to, or higher than, Miami-Dade County WASAD.

Stormwater Management. The City maintains the local drainage system within its boundaries and its Public Works Department has documented experience in handling the most difficult stormwater problems. Case in point is the \$6 million Friedland Manor Drainage Project recently completed by the City using primarily State grant dollars matched by a small amount of City funds. It provided a state-of-the-art positive drainage system to this historic Florida City neighborhood which had experienced flooding problems for many years. The project involved purchase of a 5 acre parcel located in Area H immediately south of current City boundaries which is utilized as a retention pond for Friedland Manor run-off. If annexation occurs, this proven expertise could greatly assist the Centro Campesino neighborhood located north of SW 360th Street along Redland Road in addressing persistent drainage issues.

Local Road Maintenance. Area H has few paved roads and all of those are 2-lane. In addition, a number are in below average-to-poor condition. One notable example is Redland Road (SW 187th Avenue) between SW 352nd and 360th Streets which has numerous potholes and floods easily during rainstorms in many parts. The City places a major focus on road maintenance and beautification, and annually devotes approximately \$2.8 million to repaving, roadway drainage, sidewalks and street trees. Last year, over 3 miles of local streets were repaved, improved and landscaped. If annexation occurs, the City plans to expand this program to Area H and immediately begin to upgrade the poorest area roadways which the County has not been able to address over many years.

2 City-owned Parcels

The annexation will bring 2 City-owned parcels into Florida City jurisdiction: the 5-acre stormwater management tract mentioned above and 40-acre Geo Group Detention Facility parcel. These properties are shown in Exhibit J. The City's considerable investment in these key parcels can be much better protected and enhanced with annexation. It makes economic and service efficiency sense. In addition, the eventual development of the Geo Group site into a large detention facility will bring much needed jobs, income and economic development to the Florida City area.

Expanded Residential/Agricultural Diversity

Annexation Area H also represents an opportunity to add large lot rural residential areas to the residential living options available in Florida City. Today, the largest residential lots in the City are zoned for ½ acre development. Over 90% of Annex H is located outside of the UDB and thus the minimum lot size is 1 dwelling unit per 5 acres. The City will to adhere to the UDB line and its requirements, and maintain current land use designations outside the UDB unless approved by the County. If annexed, this new inventory of much larger lot residential areas will give existing and future City residents more living options. It will also make the City a more attractive place to live and inject an important component of residential living which Florida City has never had before. It is indeed an oddity that while the City's 90+ year history is closely linked to agriculture, it does not have available large rural/agricultural areas today within its boundaries. Area H also contains a wide range of agricultural uses such as plant nurseries, greenhouses, tree groves and row crops. Thus the annexation would add valuable rural-living and agricultural sectors to the City's economy and land use pattern, which have not been present for a long time.

A Good Residential Neighbor

The Centro Campesino neighborhood is located adjacent to the City's southwest boundary north of SW 360th Street. The City has always had a unique relationship with this working class neighborhood, and provided emergency and other special services when ever requested or needed. The opportunity to bring this residential asset and long-time neighbor into Florida City was a major reason for undertaking this annexation initiative. If given the opportunity, the City will use it experience and resources to work with community leaders to upgrade the area as needed. One example is Redland Road which runs along the western boundary of Centro Campesino and is in very poor condition.

No Fiscal Impact on Miami-Dade County

This annexation will have a very, very negligible impact on the County's budget; costing it \$16,700 annually. In exchange for that relatively small amount of revenue loss, the County will be able to forego the cost of providing police, general government, local road maintenance and stormwater management services to a 1.3 square mile area very distant from its district service centers. The total taxable value of Area H is \$7.2 million which is "invisible" in the massive Miami-Dade County tax base but represents a substantial addition to the City's property tax role. In addition the financial impact on area residents would be modest, costing only an additional \$136/year or 12/month for the 'typical' Area H homeowner in return for greatly improved and more accessible local government services.

County Land Use Plan and UDB Policies Will Be Enforced

If the annexation is approved, Florida City will maintain the current future land use designations depicted on the CDMP Future Land Use Map and enforce UDB policies. The City has a proven track record in this area, having adopted and enforced County land use and UDB regulations in a prior annexation in 2007 approved by the County southeast of the City.

Meets Code Guidelines for PAB Review

The annexation of Area H is consistent, and complies, with all of the 9 guidelines for Planning Advisory Board review contained in Section 20-6(b) of the County Code as shown below.

1. It does not divide a historically-recognized community.
2. Area H is compatible with the existing planned land uses and zoning of the City.
3. The Area is not part of any federal/state enterprise zones, or targeted area by public agencies.
4. Public safety responses times will be significantly improved with annexation.
5. Annexation will not introduce any barriers to municipal traffic circulation.
6. Area H will be served by the same public service franchises as the City, to the degree possible.
7. City is prepared to address any extraordinary emergency evacuation needs of the Area.
8. There is no public transportation in Area H so this guideline does not apply.
9. Area H will be in the same school district as current City residents to the degree possible.

Complies with County Commission Review Guidelines

The City's annexation application is also consistent with the 9 guidelines for review by the Board of County Commissioners found in Section 20-7(A) of County Code. The analysis below provides the documentation for this finding.

(1) Cohesive and Inclusive Boundaries. (a) The annexation does not divide a US Census Designated Place; (b) no ethnic minority and/or lower income residents have petitioned the City to be included that are not already in Area H; (c) the Area is contiguous to Florida City in many locations and does not create any unincorporated enclave areas as defined in the Code; (d) natural and/or built barriers, such as existing roadways and section lines, were used to the extent feasible in planning the proposed boundary.

(2) Property Tax Cost. Based on a complete analysis of County Property Appraisal records in Exhibit H, the taxable value of the "average" single-family home is \$34,500 and that home is currently assessed \$80/year in property taxes as part of the County's Urban Municipal Service Area (UMSA) for municipal-level services. With annexation the same home would be billed \$268/year for Florida City services. Thus

with annexation, the incremental cost increase to the average homeowner in Area H for greatly improved and more accessible local government services would be \$188 annually or \$16/month.

However, it should be noted that these "average" figures do not accurately depict the cost to "typical" homeowners in Area H. County records indicate that 66% of the housing stock has a taxable value of exactly \$25,000 and for that reason those homes represent the "typical" homeowner situation in reality. Thus, the "typical" Area H homeowner now pays \$58 in UMSA taxes and would be assessed \$194 for City services; a much smaller tax differential of \$136/year or \$12/month in additional cost.

(3) Urban Development Boundary. Most of Area H is situated outside the County's established UDB and, for that reason, Florida City will maintain the current future land use designations depicted on the Miami-Dade County CDMP Future Land Use Plan and enforce UDB policies. The City has a proven track record in this area, having adopted and enforced County land use and UDB regulations in a prior annexation in 2007 approved by the Board of County Commissioners which included substantial land outside the UDB.

(4) Impact on UMSA. This annexation will have a very negligible impact on the UMSA revenue base; reducing it by \$16,700 annually. In exchange for that relatively small revenue reduction, the County will be able to terminate police, general government, local road maintenance and stormwater management services to a 1.3-square mile area very distant from its district service centers. The annexation will not adversely impact the County's ability to efficiently and effectively service to adjacent remaining unincorporated areas, and in fact should increase overall efficiency by allowing the County to refocus resources to service areas closer to its Administrative Center downtown and outlying district service centers.

(5) Per Capita Taxable Value. The preliminary 2011 taxable property value of all Area H properties is \$7,267,075 and its estimated population is 268. Using these figures, the per capita taxable value of the Area is \$27,116. This value is at the low end of the \$20,000-\$48,000 range in County Code needed to "assure fiscal viability is maintained in the unincorporated area," and thus Area H is fully consistent with the intent of this guideline.

(6) Other Factors. This guideline is not applicable.

(7) Special or Unique Circumstances. As mentioned previously, there are several such circumstances with respect to this application. The annexation gives the City the very special opportunity to include the Centro Campesino neighborhood into its jurisdiction. Florida City has always had a unique relationship with this working class neighborhood, and provided emergency and other special services when ever requested or needed. The opportunity to bring this valuable residential asset and long-time neighbor into Florida City was a major reason for undertaking this annexation initiative. In addition, the annexation will bring 2 City-owned parcels into Florida City jurisdiction: a 5-acre stormwater management tract and 40-

acre Geo Group Detention Facility parcel. These properties are shown in Exhibit J. The City's considerable investment in these key parcels can be much better protected and enhanced with annexation. It makes economic and service efficiency sense. In addition, the eventual development of the Geo Group Detention Facility will bring much needed jobs, income and economic development to the Florida City area.

(8) Designated Terminals. Area H contains no areas designated as terminals on the County's Adopted Land Use Plan Map.

(9) Regulatory Authority over Designated Terminals. Area H contains no areas designated as terminals on the County's Adopted Land Use Plan Map.

IV. Service Provision

Over 90% of Area H is located outside of the County's Urban Development Boundary (UDB) and thus will not require central water and sewer services. However, the entire Area will utilize a number of municipal-level services which Florida City will provide to Area H in most cases if annexation is approved. The service provision plan is outlined below.

Police Protection

Police protection will be provided to Area H by the Florida City Police Department. The City's Police Department currently has 33 sworn officers, 31 vehicles, fully-trained SWAT team, detective bureau, and vice squad. Police Headquarters is located at 404 West Palm Drive, less than 1 mile from the annexation area. The response time to Area H from the City's Police Department is approximately 3 minutes. The daily manpower and facilities of the Department would provide more frequent patrols and faster police response to the Area than by the Miami-Dade Police Department. Currently, the Miami-Dade County Police Station serving Florida City is the Cutler Ridge District Station 4, which is located at 108000 SW 211th Street, and about 14 miles away from Area H. The estimated response time for County Police to Area H is 16-19 minutes.

Fire Protection

Florida City is part of the Miami-Dade County Fire Rescue District. If the annexation is approved, Area H will continue to receive fire and rescue services from the same stations and resources of Miami-Dade County Fire Rescue.

Water Supply and Distribution

The Centro Campensino neighborhood receives central water services from Miami-Dade County WASAD and there would be no change in that service with annexation. Over 90% of Area H is outside the UDB line, so central water will not be required for the large majority of the Area. When the planned Federal Detention Facility is built at the southern end of Area H, it will be served by Miami-Dade County from existing nearby lines. There are some vacant parcels north of SW 360th Street (within the UDB) with higher density zoning which might be feasible for central water. If so, the City is ready, willing and capable of providing it at a level-of-service equal to, or higher than, Miami-Dade County.

Facilities for the Collection and Treatment of Sewage

The Centro Campensino neighborhood receives central wastewater collection and treatment services from Miami-Dade County WASAD and there would be no change in that service with annexation. Over 90% of Area H is outside the UDB line, so central wastewater services will not be required for the large majority of the Area. When the planned Federal Detention Facility is built at the southern end of Area H, it will be served by Miami-Dade County from existing nearby lines. There are some vacant parcels north of

SW 360th Street (within the UDB) with higher density zoning which might be feasible for central wastewater collection. If so, the City is fully capable of providing the service.

Garbage and Refuse Collection and Disposal

Garbage and refuse collection for residents and businesses in the City is provided by Florida City through a long-term franchise agreement with Waste Management, Inc. Residential collection service is provided twice a week, and collection service to commercial and institutional uses is supplied once a week. The garbage and refuse collected in the City is hauled to the South Miami-Dade County Landfill, which is owned and operated by the County. Developed portions of Area H are currently served by Miami-Dade County for garbage collection and with annexation that service would remain unchanged.

Electric Service and Street Lighting

Electric service and the street lighting system in Florida City are provided by Florida Power and Light (FPL). It is expected that FPL will provide these services to the proposed annexation area as development occurs. The standards for street lighting in the proposed areas would be fully consistent with the Florida Building Code and State Energy Code.

Street Construction and Maintenance

Florida City maintains all local streets within its jurisdiction. Section-line roads, arterial roadways and expressways in and around the City are maintained either by FDOT or Miami-Dade County. Area H has few paved roads and all of those are 2-lane roads. In addition, a number are in below average-to-poor condition. One notable example is Redland Road (SW 187th Avenue) between SW 352nd and 360th Streets which has numerous potholes and floods easily during rainstorms in many parts. The City puts a major focus on road maintenance and beautification, and annually devotes approximately \$2.8 million to repaving, roadway drainage, sidewalks and street trees. Last year, over 3 miles of local streets were repaved, improved and landscaped. If annexation occurs, the City plans to expand this program to Area H and immediately begin to upgrade the poorest area roadways which the County has not been able to address over many years. Within the UDB, any future minor arterials and collector streets will be constructed by the private sector as development occurs with maintenance responsibility transferring to the City once improvements are completed.

Park and Recreation Facilities and Services

Florida City currently has 31.2 acres of parks with onsite facilities and recreational programs for youths and adults. These facilities would be open to residents and visitors of the proposed annexation area. Recreational services for existing and future residents of Area H will be provided as future development occurs.

Building Inspection

The City maintains a full-service Building Division which processes building permits, conducts building inspections, and issues citations for Building Code violations. These City services would be much closer to the property owners and residents of Area H than similar services now provided by Miami-Dade County at the South Miami-Dade Government Center or downtown Administrative Center. All applicable federal, state, regional and county stormwater management and environmental permits are required to be obtained prior to the issuance of any City building permit.

Zoning Administration

Florida City maintains a Zoning Code that is consistent with its adopted Comprehensive Development Master Plan (CDMP). All site plans for proposed development are reviewed for consistency with the CDMP and Zoning Code by a Site Plan Review Committee. The Committee is comprised of the City Manager, Community Development Director, City Planner, City Engineer, and City Building Official. Requests for rezoning, variances, and special use permits and exceptions are also reviewed by the Committee for recommendation to the Planning and Zoning Board, and City Commission. Site plans that meet all planning and zoning requirements are approved administratively by the Site Plan Review Committee.

If the annexation is approved, the Area would be required to comply with the requirements of Florida City's Zoning Code. All County zoning would be "grandfathered" into the City and the pre-existing development rights of all Area H property owners would be preserved. In addition, the City will enforce all County land use and zoning outside the UDB line in Area H, unless any future amendments or changes are approved by the County. Area H owners and residents would come to City Hall, 3-5 minutes away, to utilize City zoning services. This is considerably closer and more accessible than similar County services which for zoning matters can mean a long trip to downtown Miami, easily costing residents and property owners 2 hours in travel time alone today.

Local Planning Services

Comprehensive planning services in the City are provided by Florida City's Community Development Department. The department is responsible for growth management in Florida City, and ensures that all development applications are consistent with the goals, objectives and policies of the City's CDMP. Additionally, the department oversees annexation applications, CDMP amendments, and the planning of capital projects needed to maintain level-of-service standards. The objective of the department is to prevent inefficient and costly urban sprawl, and conserve environmental resources.

As the dominant municipal government currently influencing the future development of Area H, Florida City is in the best position to provide effective and coordinated growth management for the Area. This is due to the fact that Area H will become an integral component of a planned future land use pattern emanating outward from the nearby Florida City town center rather than remaining as a forgotten

"outparcel" on the distant periphery of Miami-Dade County's future development boundary. Similar to zoning services discussed above, Area H owners and residents would come to City Hall, 3-5 minutes away, to utilize City planning services. This is considerably closer and more accessible than similar County services which for planning matters can mean a long trip to downtown Miami, easily costing residents and property owners 2 hours in travel time alone today.

Special Services Not Listed Above

The following special services are provided in Florida City. If the annexation is approved, these services would also be made available for the residents and landowners of Area H.

a.) **Housing and Economic Development Programs**

Florida City offers a wide array of affordable housing and economic development programs including: HOME funding, disaster relief monies, and commercial façade grants. These programs are available at City Hall, much closer to Area H than the County's downtown Administrative Center.

b.) **Stormwater Management**

The City maintains the local drainage system within its boundaries and its Public Works Department has documented experience in handling the most difficult stormwater problems. Case in point is the \$6 million Friedland Manor Drainage Project recently completed by the City using primarily State grant dollars matched by a small amount of City funds. It provided a state-of-the-art positive drainage system to this historic Florida City neighborhood which had experienced flooding problems for many years. The project involved purchase of a 5 acre parcel located in Area H immediately south of current City boundaries which is utilized as a retention pond for Friedland Manor run-off. If annexation occurs, this proven expertise could greatly assist the Centro Campensino neighborhood located north of SW 360th Street along Redland Road in addressing persistent drainage issues. Regional stormwater management standards in Florida City are implemented by the South Florida Water Management District and Miami-Dade County Department of Environmental Resource Management. All proposed development projects must obtain the required regional and County stormwater management permits prior to the issuance of a City building permit. The same requirement will apply to Area H if the annexation is approved.

General Government

Florida City is a municipal corporation established under Florida Statutes and the Miami-Dade County Charter, and governed by an elected Mayor and four (4) City Commissioners. The Mayor is also the City Manager and is responsible for the direction and supervision of all departments within the City structure. Annexation approval will provide Area H property owners much closer access to their local government and political leaders compared to the current situation where residents must either travel to Cutler Ridge or Downtown Miami to participate in many Miami-Dade governmental activities and meet with their elected representatives.

V. Timetable for Supplying Services

Pursuant to Section 20-3(F) (3) of the Miami-Dade County Code, a timetable for City services to be available to Annexation Area H is required and is provided in Table 1 below,

Table 1: Timetable for Supplying Services in Annexation Area H

Service	Timetable
Police Protection	Immediate
Fire Protection	(County)
Water Supply and Distribution	As required by future development
Facilities for the Collection and Treatment of Sewage	As required by future development
Garbage and Refuse Collection and Disposal	(County)
Street Lighting	(FPL)
Street Construction and Maintenance	Immediate
Park and Recreation Facilities and Services	Immediate
Building Inspection	Immediate
Zoning Administration	Immediate
Local Planning Services	Immediate
Housing and Economic Development Program	Immediate
General Government	Immediate

City services to be provided immediately to Area H include: police protection and general government services. Fire protection will continue to be provided by Miami-Dade County through an interlocal agreement with the City. All other services will be provided as needed as future development occurs.

VI. Financing of Services

Financing of the services noted in Section V are detailed below.

Police Protection

The Florida City Police Department is funded through the City's General Fund. If Area H is annexed into the City, increased property tax collections from the Area will pay for police services needed in the near term. As development occurs in the Area, it is anticipated that increased property values will generate greater revenues which will offset additional police service costs over the longer term.

Fire Protection

Fire protection and emergency medical services will continue to be provided by Miami-Dade County using existing tax revenue sources.

Water Supply and Distribution

Future costs associated with water treatment, main extensions and building connections will be paid for by private developers as development occurs within the UDB in Area H.

Facilities for the Collection and Treatment of Sewage

Future costs associated with sanitary sewer line extensions and connections in Area H will be paid for by private developers as development occurs. Treatment plant capital costs, if needed, will be funded by Miami-Dade County from impact fees and other existing sources. Monthly sewer usage charges provide revenues for the operation and maintenance of the wastewater treatment plant, pump stations, and lines.

Garbage and Refuse Collection and Disposal

Solid waste disposal costs generated in Area H will be borne by residents and property owners who will continue to pay monthly service fees to Miami-Dade County and/or licensed franchise haulers.

Street Lighting

Electric service and street lighting will be funded by Florida Power and Light (FPL) through user fees as future development occurs.

Street Construction and Maintenance

New roadway construction and expansion of existing streets may be necessary to accommodate future development within the UDB. New roadway construction will be funded by the private development sector through direct construction and payment of impact fees. The State, County and Florida City will use gas taxes, grants and impact fees to improve and maintain the portion of the limited Area road system they are responsible for.

Parks and Recreation Facilities and Services

Parks and recreation facilities and services are funded by the City's General Fund and impact fees. It's anticipated that Area H will not impose any significant burdens on the City's existing facilities. Expansion of parks and recreational facilities will be made as needed to adequately address long-term recreational needs as limited development occurs in the Area.

Building Inspection

Building permitting and inspections are paid for by fees collected from private developers, owners, and residents as project applications are submitted. This method of financing would be used to pay for building permitting and inspections as future development occurs in Area H.

Zoning Administration

Zoning administration services will be funded by fees collected from private developers, owners and residents as they submit project applications within Area H.

Local Planning Services

Local planning services in Area H will be funded by fees from private developers, owners and residents as they submit project applications.

Special Services Not Listed Above**a.) Housing and Economic Development**

These programs are funded from federal, state and county sources. These programs would be made available to Area H property owners if the annexation is approved.

b.) Stormwater Management

Local drainage improvements in Area H will be funded by private developers as future development occurs. Regional stormwater management improvements, if necessary to serve future development in Area H, will be funded by the South Florida Water Management District through property tax revenues and other sources.

General Government

General government services in Florida City are funded by the General Fund. For Area H, these services will be funded from increased property tax revenues.

VII. Tax Load

The total preliminary 2011 property value of Area H is \$28,359,687 according to the Miami-Dade County Property Appraiser's Office (See Exhibit H). The Area's total taxable value is \$7,267,075. The primary reason for the large decrease in Area property value for tax purposes is the prevalence of agricultural, governmental, and homestead tax exemptions; many more parcels within the Area have agricultural exemptions.

The current adopted millage rate for the City of Florida City is 7.75 mills. The current Urban Municipal Service Area (UMSA) tax rate for Area H property owners is 2.298 mills. If Area H is annexed into Florida City, the property owners of the Area would pay the City's millage rate of 7.75 mills and the UMSA rate would be removed, leaving a difference of 5.452 mills. Using the information provided above, the potential property tax revenue from Area H for Florida City would be approximately \$56,300 annually; the annual property tax loss for Miami-Dade County is estimated to be \$16,700.

Based on a complete analysis of County Property Appraisal records in Exhibit H, the taxable value of the "average" single-family home is \$34,500 and that home is currently assessed \$80/year in property taxes as part of the County's Urban Municipal Service Area (UMSA) for municipal-level services. With annexation the same home would be billed \$268/year for Florida City services. Thus with annexation, the incremental cost increase to the average homeowner in Area H for greatly improved and more accessible local government services would be \$188 annually or \$16/month.

However, it should be noted that these "average" figures do not accurately depict the cost to "typical" homeowners in Area H. County records indicate that 66% of the housing stock has a taxable value of exactly \$25,000 and for that reason those homes represent the "typical" homeowner situation in reality. Thus, the typical Area H homeowner now pays \$58 in UMSA taxes and would be assessed \$194 for City services; a much smaller tax differential of \$136/year or \$12/month in additional cost.

VIII. Conclusion

Florida City is in the best position and has the proven ability to immediately provide a high level of cost-effective and very accessible municipal services to Area H as shown in the prior sections. The City is a full-service local government with a 90+ year agricultural tradition which matches well with the rural lifestyle of Area H residents and property owners. The points below summarize the reasons why this annexation proposal is not only good for Florida City but also a solid deal for Miami-Dade County.

- * Florida City has few remaining boundary growth options and Area H is the most feasible.
- * Annexation will provide significantly more cost efficient and effective municipal-level services for Area H property owners and residents.
- * Police response times will be cut by 80%.
- * City Hall is within 1 mile of Area H; much closer and accessible to residents than the County Center at Cutler Ridge (14 miles) and downtown Government Center (35 miles).
- * The City will be able to help residents improve local roads now in poor/marginal condition, and address persistent drainage problems; 2 areas Florida City has proven expertise and available resources.
- * Annexation will bring 45 acres of City-owned parcels into local jurisdiction including the proposed Geo Group Detention Center site, generating significant jobs and income for South Miami-Dade.
- * The fiscal impact on the County's budget will be negligible; \$16,700 in revenue loss annually.
- * Miami-Dade County will save much more than it loses due to reduced service costs.
- * Florida City will adopt all County land use designations and UDB line for Area H, and provide the BOCC approval authority over any proposed land use amendments.
- * The Area H annexation proposal is fully consistent, and in compliance, with all applicable PAB and BOCC annexation review guidelines contained in County Code Sections 20-6 and 20-7.

For the reasons listed above and other supporting information presented in this Application, the City of Florida City formally requests that the Miami-Dade County Board of County Commissioners approve the annexation of Area H into the jurisdiction of the City of Florida City.

Exhibit A

FLORIDA CITY COMMISSION RESOLUTION NO. 11-19

RESOLUTION NO. 11-19

A RESOLUTION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING THE FILING OF AN APPLICATION WITH MIAMI-DADE COUNTY FOR THE ANNEXATION OF AREA "H" CONSISTING OF 812 ACRES AND GENERALLY LOCATED SOUTH OF THE CURRENT CITY BOUNDARY INTO THE CORPORATE LIMITS OF THE CITY OF FLORIDA CITY PURSUANT TO CHAPTER 20 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES

WHEREAS, the subject Annexation Area H is 812 acres in size and generally bounded on the north by SW 352nd Street, on the west by SW 192nd Avenue, on the south by SW 384th Street, and on the east by SW 180th Avenue; and

WHEREAS, Area H is legally described in Exhibit A and delineated in Exhibit B; and

WHEREAS, the City Commission has determined that the annexation of Area H into the City limits is in the long-term best interest of Florida City; and

WHEREAS, Section 20-3 of the Miami-Dade County Code of Ordinances requires a local government resolution, considered at an advertised public hearing, approving submittal of any application for the annexation of unincorporated property into the jurisdictional limits of a City; and

WHEREAS, notice of the public hearing was sent to all Area H property owners, and owners within 600 feet of the Area, and published in a newspaper of general circulation prior to the hearing, consistent with Chapter 20 of the County Code; and

WHEREAS, City staff has prepared an Annexation Report for Area H, dated 6-29-2011, addressing the requirements of Section 20-3 of the Miami-Dade County Code of Ordinances which is incorporated herein by reference; and

WHEREAS, the City Commission finds that the proposed annexation is consistent with the goals and objectives of the adopted City's Comprehensive Development Master Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, THAT:

Section 1. All of the foregoing recitals are true and correct, and adopted as an integral part of this resolution.

Section 2. Based on a property owner request, the Commission finds that two (2) parcels totaling approximately 5.4 acres in size should be removed from within the boundary of proposed Annexation Area "H." The subject parcels are located on the east side of SW 192nd Avenue (Tower Road) approximately 500 feet south of SW 360th Street and were identified by County parcel folio number during the hearing. Prior to final execution, staff is directed to amend this Resolution to describe and depict the revised Area "H" boundary with the subject parcels deleted.

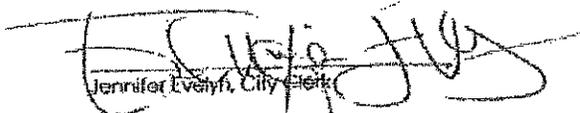
Section 3. The Mayor is given full authority to execute and submit the annexation application for Area H, legally described in Exhibit "A," on behalf of Florida City to the Board of County Commissioners of Miami-Dade County, Florida, pursuant to Section 20-3 of the Miami-Dade County Code, and request formal County approval of the annexation of Area H into the corporate limits of the City.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Mayor and City Commission of the City of Florida City, Florida this 29th day of June, 2011.


Otis I. Wallace, Mayor

ATTEST:


Jennifer Evelyn, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Regina Montesina, City Attorney

Offered by: Mayor

Motion to adopt by Comm. Dorsett seconded by Comm. Butler

FINAL VOICE AT ADOPTION

Mayor Otis I. Wallace	<u>Yes</u>
Vice Mayor Eugene D. Berry	<u>Absent</u>
Commissioner Sharon Butler	<u>Yes</u>
Commissioner R.S. Shiver	<u>Yes</u>
Commissioner Daurell Dorsett	<u>Yes</u>

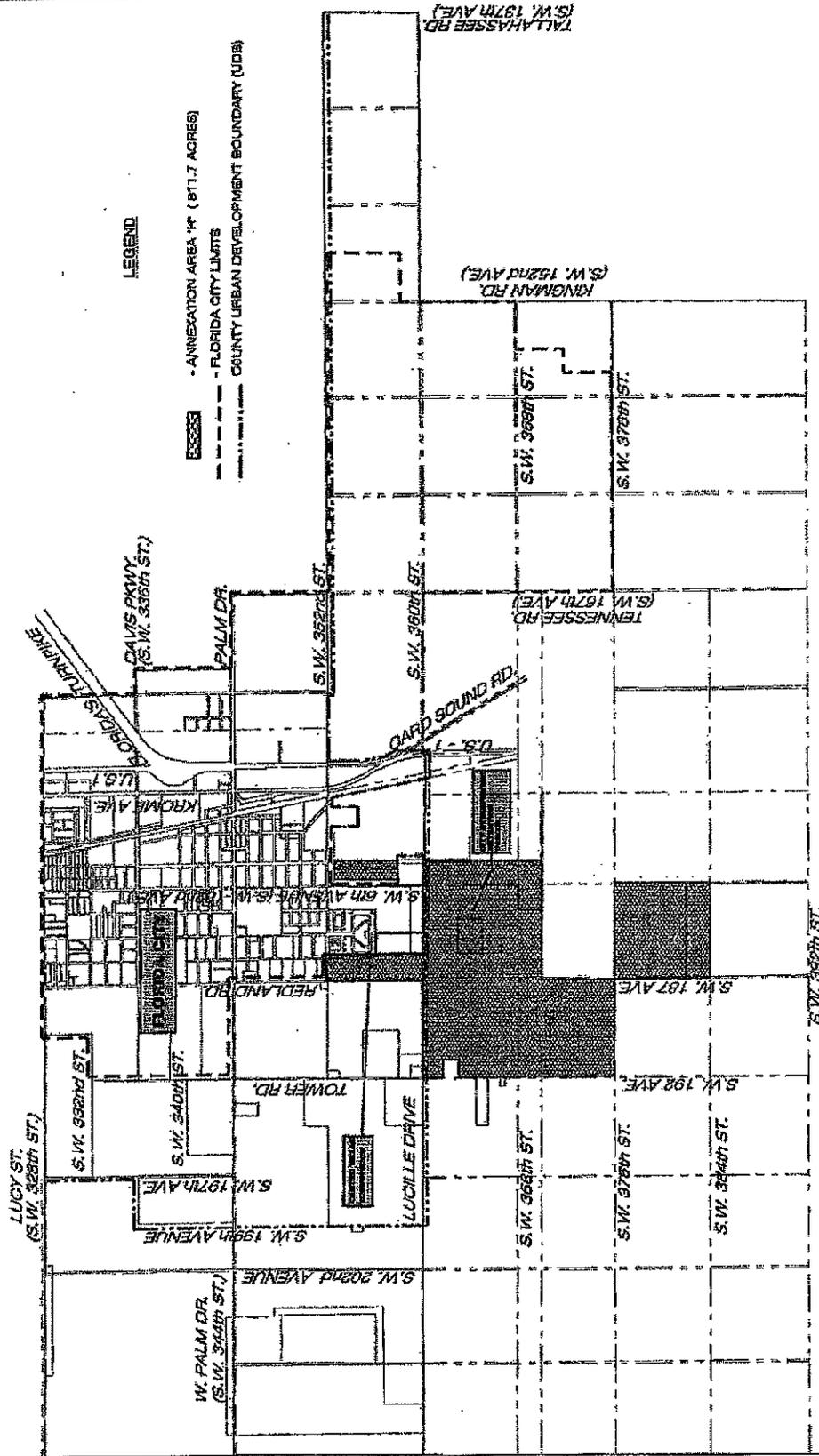
**City of Florida City
Annexation Area "H"**

Legal Description

(6-29-11)

The West ½ of the West ½ of the SE ¼ of Section 25, Township 57 South, Range 38 East, less Lots 1 through 50 of Block 8 and Lots 1 through 50 of Block 9, of the Florida City Realty Company's Subdivision, according to the plat thereof as recorded in Plat Book 14 Page 50 of the public records of Miami-Dade County, Florida; and the West ½ of the West ½ of the Southwest ¼ of Section 25, Township 57 South, Range 38 East; and the West ½ of the West ½ of the East ½ of Section 36, Township 57 South, Range 38 East, less the South 1,980 feet thereof; and the West ½ of Section 36 Township 57 South, Range 38 East, less the South 1,980 feet thereof; and the East ½ of Section 35 Township 57 South, Range 38 East less the West 528 feet of the South 124 feet of the West ½ of the NW ¼ of the NW ¼ of the NE ¼ thereof and less the West 528 feet of the North ½ of the SW ¼ of the NW ¼ of the NE ¼ thereof; and the NW ¼ of Section 1, Township 58 South, Range 38 East of the Public Records of Miami-Dade County, Florida.

CITY OF FLORIDA CITY: PROPOSED ANNEXATION AREA "H"



- LEGEND**
- ANNEXATION AREA "H" (811.7 ACRES)
 - FLORIDA CITY LIMITS
 - COUNTY URBAN DEVELOPMENT BOUNDARY (CUB)

CITY MAP
SCALE: 1" = 1200'

ILER PLANNING
www.ilerplanning.com

EXHIBIT B

JUNE 28 2011

ILER PLANNING, INC. 1000 S.W. 10th Ave., Suite 210, Ft. Lauderdale, FL 33304
Tel: 954.577.1111 Fax: 954.577.1112
www.ilerplanning.com

Exhibit B

LEGAL DESCRIPTION OF AREA H

Annexation Area "H"

Legal Description

(6-29-11)

The West ½ of the West ½ of the SE ¼ of Section 25, Township 57 South, Range 38 East, less Lots 1 through 50 of Block 8 and Lots 1 through 50 of Block 9, of the Florida City Realty Company's Subdivision, according to the plat thereof as recorded in Plat Book 14 Page 50 of the public records of Miami-Dade County, Florida; and the West ½ of the West ½ of the Southwest ¼ of Section 25, Township 57 South, Range 38 East; and the West ½ of the West ½ of the East ½ of Section 36, Township 57 South, Range 38 East, less the South 1,980 feet thereof; and the West ½ of Section 36 Township 57 South, Range 38 East, less the South 1,980 feet thereof; and the East ½ of Section 35 Township 57 South, Range 38 East less the West 528 feet of the South 124 feet of the West ½ of the NW ¼ of the NW ¼ of the NE ¼ thereof and less the West 528 feet of the North ½ of the SW ¼ of the NW ¼ of the NE ¼ thereof; and the NW ¼ of Section 1, Township 58 South, Range 38 East of the Public Records of Miami-Dade County, Florida.

Exhibit C

CERTIFICATE OF PUBLICATION OF PUBLIC HEARING NOTICE

NOTICE OF PUBLIC MEETING CITY OF FLORIDA CITY

All residents, property owners and other interested parties are hereby notified of a City Commission meeting on **Wednesday, June 29, 2011 at 7:30 PM** to consider the Resolution described below. The meeting will be held in the City Commission Chambers at City Hall, 404 West Palm Drive, Florida City, Florida.

RESOLUTION NO: 11-19

A RESOLUTION OF THE CITY OF FLORIDA CITY, FLORIDA,
APPROVING THE FILING OF AN APPLICATION WITH MIAMI-
DADE COUNTY FOR THE ANNEXATION OF AREA "H"
CONSISTING OF 817 ACRES AND GENERALLY LOCATED
SOUTH OF THE CURRENT CITY BOUNDARY INTO THE
CORPORATE LIMITS OF THE CITY OF FLORIDA CITY
PURSUANT TO CHAPTER 20 OF THE MIAMI-DADE COUNTY
CODE OF ORDINANCES.

Annexation Area "H" is generally bounded on the north by SW 352nd Street, on the west by SW 192nd Avenue, on the south by SW 384th Street, and on the east by SW 180th Avenue. If approved, Resolution No. 11-19 will rescind a prior City resolution which approved a larger annexation area designated as "H1." The proposed Area "H" is within the same boundaries as that previous area but is smaller in size. The subject Area "H" includes no new properties for annexation.

Anyone desiring to appeal any decision of the City Commission must arrange for a verbatim record of the proceedings, including testimony and evidence upon which any appeal may be issued (F.S. 286.0105). The Resolution may be inspected by the public at the Community Development Department, City Hall, 404 West Palm Drive, during regular business hours. The Department may also be contacted for information regarding these proceedings at 305-242-8178. In accordance with the Americans with Disabilities Act of 1990, all disabled persons desiring to participate in these proceedings and needing special accommodations to do so because of that disability should contact the City Clerk at 305-242-8221.

Jennifer A. Evelyn
City Clerk
Date: June 24th, 2011

STATE OF FLORIDA,
COUNTY OF MIAMI DADE,

Personally appeared before me the undersigned, authority, Date Machetic, to me well known who being duly sworn deposes and says that he is the Publisher of The South Dade News Leader, a newspaper of general circulation, published at Homestead, Miami Dade County, Florida. Affiant further says that the above named newspaper continuously published in Miami Dade County, Florida, for more than one year immediately preceding the first publication of said Legal Notice or Advertisement and was during all such time and now is entered as second class mail matter in the United States Post Office in Homestead, Miami Dade County, Florida, and that the Legal Notice or Advertisements, a true copy of which is hereto attached, was published in the

SOUTH DADE NEWS LEADER

On the following days:

JUNE 24, 2011

Signed



Sworn to and subscribed before me this 15th

Day of July 2011 A.D.

Notary Public State of Florida at Large



My commission expires

NOTARY PUBLIC-STATE OF FLORIDA
M. C. Marzouca
Commission # DD983698
Expires: APR. 20, 2014
PERIOD YEAR ATLANTIC SONDRE CO., INC.

Exhibit D

**AFFIDAVIT CERTIFYING MAILING OF PUBLIC HEARING NOTICES TO AFFECTED
PROPERTY OWNERS**

AFFIDAVIT CERTIFYING THE
MAILING OF NOTICES OF ANNEXATION

STATE OF FLORIDA)
 ss

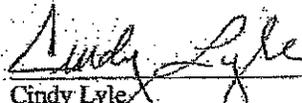
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, appeared Cindy Lyle, personally known to me, being over the age of 18 years, and under oath, deposes and says:

- 1) That she is the Planning and Zoning Assistant of the City of Florida City.
- 2) That under the direction of your Affiant the attached written notice (Exhibit "A" hereto) regarding the proposed Annexation known as "Annexation Area H" into the City of Florida City, was sent to all owners of property within the annexation area "Annexation Area H" and within 600 feet of the annexation area.
- 3) That the written notices were mailed individually by Cindy Lyle, Planning and Zoning Assistant of the City of Florida City, to such property owners on the date of such notice letters.
- 4) That the names and addresses of each and everyone of the property owners to which the notices were mailed are set forth on the attached list (Exhibit "B" hereto)

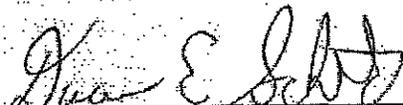
FURTHER AFFIANT SAYETH NAUGHT.

Dated at Florida City, Miami-Dade County, Florida this 21st day of June, 2011.



Cindy Lyle
Planning and Zoning Assistant

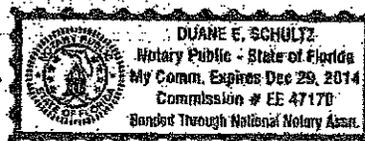
SWORN TO AND SUBSCRIBED
BEFORE ME THIS 21st DAY OF
JUNE 2011.



NOTARY PUBLIC AT LARGE

My commission expires:

12/29/14



NOTICE OF PUBLIC MEETING CITY OF FLORIDA CITY

All residents, property owners and other interested parties are hereby notified of a City Commission meeting on **Wednesday, June 29, 2011 at 7:30 PM** to consider the Resolution described below. The meeting will be held in the City Commission Chambers at City Hall, 404 West Palm Drive, Florida City, Florida.

RESOLUTION NO: 11-19

A RESOLUTION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING THE FILING OF AN APPLICATION WITH MIAMI-DADE COUNTY FOR THE ANNEXATION OF AREA "H" CONSISTING OF 817 ACRES AND GENERALLY LOCATED SOUTH OF THE CURRENT CITY-BOUNDARY INTO THE CORPORATE LIMITS OF THE CITY OF FLORIDA CITY PURSUANT TO CHAPTER 20 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES.

Annexation Area "H" is generally bounded on the north by SW 352nd Street, on the west by SW 192nd Avenue, on the south by SW 384th Street, and on the east by SW 180th Avenue. If approved, Resolution No. 11-19 will rescind a prior City resolution which approved a larger annexation area designated as "H1." The proposed Area "H" is within the same boundaries as that previous area but is smaller in size. The subject Area "H" includes no new properties for annexation.

Anyone desiring to appeal any decision of the City Commission must arrange for a verbatim record of the proceedings, including testimony and evidence upon which any appeal may be issued (F.S. 286.0105). The Resolution may be inspected by the public at the Community Development Department, City Hall, 404 West Palm Drive, during regular business hours. The Department may also be contacted for information regarding these proceedings at 305-242-8178. In accordance with the Americans with Disabilities Act of 1990, all disabled persons desiring to participate in these proceedings and needing special accommodations to do so because of that disability should contact the City Clerk at 305-242-8221.

Jennifer A. Evelyn
City Clerk
Date: June 24th, 2011

Exhibit E

CERTIFICATE OF COUNTY SUPERVISOR OF REGISTRATION



Elections
 2700 NW 87th Avenue
 Miami, Florida 33172
 T 305-499-VOTE F 305-499-8547
 TTY: 305-499-8480

miamidade.gov

CERTIFICATION

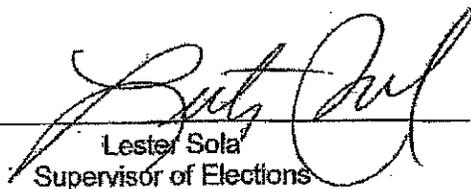
STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Lester Sola, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that Florida City Annexation Area "H" has 213 voters. See description below:

Area H: The West ½ of the West ½ of the SE ¼ of Section 25, Township 57 South, Range 38 East, less Lots 1 through 50 of Block 8 and Lots 1 through 50 of Block 9, of the Florida City Realty Company's Subdivision, according to the plat thereof as recorded in Plat Book 14 Page 50 of the public records of Miami-Dade County, Florida; and the West ½ of the West ½ of the Southwest ¼ of Section 25, Township 57 South, Range 38 East; and the West ½ of the West ½ of the East ½ of Section 36, Township 57 South, Range 38 East, less the South 1,980 feet thereof; and the West ½ of Section 36 Township 57 South, Range 38 East, less the South 1,980 feet thereof; and the East ½ of Section 35 Township 57 South, Range 38 East less the West 528 feet of the South 124 feet of the West ½ of the NW ¼ of the NW ¼ of the NE ¼ thereof and less the West 528 feet of the North ½ of the SW ¼ of the NW ¼ of the NE ¼ thereof; and the NW ¼ of Section 1, Township 58 South, Range 38 East of the Public Records of Miami-Dade County, Florida.

WITNESS MY HAND
 AND OFFICIAL SEAL,
 AT MIAMI, MIAMI-DADE
 COUNTY, FLORIDA,
 ON THIS 1st DAY OF
 SEPTEMBER, 2011


 Lester Sola
 Supervisor of Elections
 Miami-Dade County

Delivering Excellence Every Day

Please submit a check for \$270.00 to our office payable to the "Board of County Commissioners" for the cost of research and labor.

Exhibit F

APPLICABLE COUNTY FUTURE LAND USE DESIGNATIONS

(Applicable excerpts from the Miami-Dade County Comprehensive Development Master Plan)

Interpretation of the Land Use Plan Map: Policy of the Land Use Element

This text, which is adopted as County policy, describes each land use category shown on the Land Use Plan (LUP) map, and explains how each category and the Map are to be interpreted and used. Adherence to the LUP map and this text is a principal, but not the sole, vehicle through which many of the goals, objectives and policies of all elements of the CDMP are implemented. The LUP map illustrates where development of various types and densities, including agriculture, is encouraged and areas where natural resource-based development and environmental protection are encouraged.

The LUP map provides six Residential Communities categories organized by gross density ranges. The non-residential land use categories, notably industrial, office, business, institutional, public facilities and transportation terminals, are organized by the types of predominant uses allowed or encouraged on land so designated, and relative intensities of development authorized in these categories are expressed as allowable land uses, as contrasted with land uses allowed in other LUP map categories. The specific intensity of development which may be approved on a particular parcel designated in a non-residential category on the LUP map will be dependent on the particular land use, design, urban service, environmental, and social conditions on and around the subject parcel at the time of approval including consideration of applicable CDMP goals, objectives and policies, including provisions of this text chapter, and provisions of applicable land development regulations which serve to implement the comprehensive plan. At a maximum, unless otherwise provided in this Plan, as provided for example for Urban Centers, the following shall be the maximum intensities at which land designated on the LUP map in one or more non-residential categories may be developed. Actual intensities approvable on a given site may be significantly lower than the maximum where necessary to conform with an overriding Plan policy, or to ensure compatibility of the development with its surroundings. Moreover, notwithstanding adoption of these intensity ceilings in the CDMP, estimations of prospective urban service demands or impacts of proposed developments will be based on the actual approved uses and/or intensity of a particular development when applicable, and for purposes of long-range areawide service facility planning purposes, such estimations may be based on averages or trends of development types and intensities in localized areas when consistent with sound service/facility planning practice. The following allowable maximum intensities are expressed as the floor area ratio (FAR) of building square footage (not counting parking structures) divided by the net lot area of the development parcel.

Maximum Allowable Non-Residential Development Intensity

Inside the UIA 2.0 FAR
Urbanizing Area, UIA to UDB 1.25 FAR
Outside UDB 0.5 FAR
[See Also Urban Centers]

Consistent with the foregoing, certain land uses are subject to further intensity restrictions, as expressed by FAR. For the area bounded by NW 154 Street on the south, NW 97 Avenue on the east, and the Homestead Extension of the Florida Turnpike (HEFT) on the northwest, the maximum allowable intensity under the CDMP shall be a FAR of 0.45.

Low Density. The residential densities allowed in this category shall range from a minimum of 2.5 to a maximum of 6.0 dwelling units per gross acre. Residential densities of blocks abutting activity nodes as defined in the Guidelines for Urban Form, or of blocks abutting section line roads between nodes, shall be allowed a maximum residential density of 10.0 dwelling units per gross acre. To promote infill development, residential development exceeding the maximum density of 6.0 dwelling units per acre is permitted for substandard lots that were conveyed or platted prior to August 2nd, 1938. This density category is generally characterized by single family housing, e.g., single family detached, cluster, and townhouses. It could include low-rise apartments with extensive surrounding open space or a mixture of housing types provided that the maximum gross density is not exceeded.

Low-Medium Density. This category allows a range in density from a minimum of 6.0 to a maximum of 13 dwelling units per gross acre. The types of housing typically found in areas designated low-medium density include single-family homes, townhouses and low-rise apartments. Zero-lot-line single-family developments in this category shall not exceed a density of 7.0 dwelling units per gross acre.

Institutions, Utilities and Communications

The Plan map illustrates, for information purposes, only the location of major institutional uses, communication facilities and utilities of metropolitan significance. Depicted are such uses as major hospitals, medical complexes, colleges, universities, regional water-supply, antenna fields, radio and television broadcast towers, wastewater and solid waste utility facilities such as the resources recovery plant, major government office centers and military installations. The full range of institutions, communications and utilities may be allowed under this land use category. Offices are also allowed in this map category. Internally integrated business areas smaller than 5 acres in size or up to 10 percent of the total floor area of an institutional, public facility or office use may also be approved in this map category. If the owner of land designated as Institutions, Utilities and Communications chooses to develop the land for a different use and no public agency intends to use the site for a public facility, the land may be developed for a use or a density comparable to and compatible with surrounding development providing that such development is consistent with the goals, objectives and policies of the CDMP especially Policies LU-4A and LU-4B.

The Homestead Air Reserve Base is also included in this category on the Land Use Plan map. The range of uses that may occur on the Base as it is redeveloped shall emphasize military aviation and related uses, national security, recreation uses, educational and other institutional uses. All future uses on the former Base will be consistent with the Record of Decision issued by the Secretary of the Air Force as it pertains to County use of the Base property.

Neighborhood or community-serving institutional uses, cell towers and utilities including schools, libraries, sanitary sewer pump stations and fire and rescue facilities in particular, and cemeteries may be approved where compatible in all urban land use categories, in keeping with

any conditions specified in the applicable category, and where provided in certain Open Land subareas. Compatibility shall be determined in accordance to Policy LU-4A. Co-location of communication and utility facilities are encouraged. Major utility and communication facilities should generally be guided away from residential areas; however, when considering such approvals, the County shall consider such factors as the type of function involved, the public need, existing land use patterns in the area and alternative locations for the facility. All approvals must be consistent with the goals, objectives and policies of the Comprehensive Development Master Plan.

Electric power transmission line corridors are permitted in every land use category when located in established right-of-ways or certified under the Florida Electrical Power Plant Siting Act (Sections 403.501-403.518, F.S.) as an ancillary use to a new power plant, or the Transmission Line Siting Act (Sections 403.52-403.5365 F.S.) for individual electrical transmission lines. If an electric power transmission line corridor does not meet either of the above conditions, it shall be situated in an area designated as Institutions, Utilities and Communications; Industrial and Office; Business and Office; or Parks and Recreation on the adopted Land Use Plan map. When compatible with adjacent uses and permitted by County and State regulations, non-utility ancillary uses that may be located in transmission line corridors include agriculture, parking lots, open space, golf courses, bikeways and paths for walking and exercising.

Agriculture

The area designated as "Agriculture" contains the best agricultural land remaining in Miami-Dade County. As stated in the Miami-Dade County Strategic Plan, approved in 2003 by the Board of County Commissioners, protection of viable agriculture is a priority. The principal uses in this area should be agriculture, uses ancillary to and directly supportive of agriculture and farm residences. Uses ancillary to and directly supportive of agriculture are defined as those uses related to preserving, processing, packaging or selling of agricultural products from Florida, and farm supplies, as well as sale and service of farm machinery and implements, subject to the requirements of Chapter 24 of the County Code. Uses ancillary to, and necessary to support the rural residential community of the agricultural area may also be approved, including houses of worship. However, schools shall not be approved in Agriculture areas but should be located inside the UDB in accordance with Policy EDU-2.A.

In order to protect the agricultural industry, uses incompatible with agriculture, and uses and facilities that support or encourage urban development are not allowed in this area. Residential development that occurs in this area is allowed at a density of no more than one unit per five acres. Creation of new parcels smaller than five acres for residential use may be approved in the Agriculture area only if the immediate area surrounding the subject parcel on three or more contiguous sides is predominantly and lawfully parcelized in a similar manner, and if a division of the subject parcel would not precipitate additional land division in the area. No business or industrial use should be approved in the area designated Agriculture unless the use is directly supportive of local agricultural production, and is located on an existing arterial roadway, and has adequate water supply and sewage disposal in accordance with Chapter 24 of the County Code, and the development order specifies the approved use(s); however, agricultural processing facilities for produce grown in Florida are not restricted to locating on an existing arterial roadway. Other uses, including utility uses compatible with agriculture and with the rural

residential character may be approved in the agriculture area only if deemed to be a public necessity, or if deemed to be in the public interest and the applicant demonstrates that no suitable site for the use exists outside the Agriculture area.

Existing quarrying and ancillary uses in the Agriculture area may continue operation and be considered for approval of expansion.

A Bed and Breakfast establishment that is owner-occupied, owner-operated, and located on a parcel with a current agricultural classification, as determined by the Property Appraiser's Office, may be allowed. A designated historic structure that is owner-occupied and owner-operated may be converted to a Bed and Breakfast use. An agricultural classification is not needed for a Bed and Breakfast use designated as a historic structure.

In an effort to enable compatible diversification of the economy of Agriculture areas and provide additional land use options for owners of properties that surround structures having historical significance, after such time as the County adopts procedures for the establishment of Thematic Resource Districts (TRDs) pursuant to Policy LU-6L, and a TRD including architectural and landscape design guidelines is established in an area designated Agriculture, additional uses may be authorized in such TRDs established in Agriculture areas. Such additional uses must be designed and developed in accordance with TRD standards, must promote ecotourism activities in the Agriculture area, and must not be incompatible with nearby agricultural activities.

Also included in the Agriculture area are enclaves of estate density residential use approved and grandfathered by zoning, ownership patterns and platting activities which predate this Plan. The grandfather provisions of the Miami-Dade County Zoning Code shall continue to apply in this area except that lots smaller than 15,000 square feet in area are not grandfathered hereby. Moreover, all existing lawful uses and zoning are deemed to be consistent with this Plan unless such a use or zoning: (a) is found through a subsequent planning study, as provided in Policy LU-4E, to be inconsistent with the foregoing grandfather provisions or with the CDMP as provided in the section of this chapter titled "Concepts and Limitations of the Land Use Plan Map". This paragraph does not, however, authorize the approval or expansion of any use inconsistent with this plan. To the contrary, it is the intent of this Plan to contain and prevent the expansion of inconsistent development in the Agriculture area.

Exhibit G

APPLICABLE COUNTY ZONING DISTRICTS

Miami - Dade County, Florida, Code of Ordinances >> PART III - CODE OF ORDINANCES >> Chapter 33 - ZONING >> ARTICLE XIII. - GU, INTERIM DISTRICT >>

ARTICLE XIII. - GU, INTERIM DISTRICT

13061

Sec. 33-194. - Boundary.

Sec. 33-195. - Reserved.

Sec. 33-196. - Standards for determining zoning regulations to be applied to GU property.

Sec. 33-196.1. - Group homes.

Sec. 33-196.2. - Reserved.

Sec. 33-197. - New district classifications.

Sec. 33-198. - Public hearing on refusal to issue permit.

Sec. 33-194. - Boundary.

The boundary of GU Interim District shall be the entire unincorporated area of the County, excepting the area specifically covered by another district.

(Ord. No. 57-19, § 6(A), 10-22-57)

Sec. 33-195. - Reserved.

Editor's note--

Section 33-195, derived from Ord. No. 57-19, § 43, adopted 10-22-57 and Ord. No. 58-17, § 1, 5-20-59, zoning the Town of Pennsoco GU, was repealed by Ord. No. 66-19, § 1, enacted April 26, 1966, effective 10 days thereafter. The section number has been reserved to maintain continuity.

Sec. 33-196. - Standards for determining zoning regulations to be applied to GU property.

- (A) All properties in the GU District, which are inside the Urban Development Boundary, as shown on the Land Use Plan Map of the Comprehensive Development Master Plan, and which have not been previously trended or otherwise approved through the public hearing process for a specific use, shall be subject to the following trend determination process:

If a neighborhood in the GU District is predominantly one (1) classification of usage, the Director shall be governed by the regulations for that class of usage in determining the standard zoning regulations to be applied, including setbacks, yard areas, type of structures, height, limitations, use, etc. For the purposes of this section, "trend of development" shall mean the use or uses which predominate in adjoining properties within the GU District which because of their geographic proximity to the subject parcel make for a compatible use. The Director shall be guided in determining what constitutes a neighborhood by limiting the evaluation to separate geographic areas, which may be designated by natural boundaries (rivers, canals, etc.) and/or man-made boundaries (roads, full and half-section lines, etc.). The Director's decision shall be subject to appeal pursuant to the provisions of Section 33-311 of the Code. If no trend of development has been established in the GU neighborhood, minimum standards of the EU-2 District shall be applied. All lots subject to compliance with the standards of the EU-2 District shall contain a minimum land area of five (5) acres gross, unless a larger minimum lot size is required by the Comprehensive Development Master Plan.

Notwithstanding the foregoing, certain platting activity occurring prior to April 12, 1974, which created lots meeting the minimum requirements of the EU-1 District on April 12, 1974, shall qualify such lots for those uses permitted in the EU-1 District. Those lots shall include only those lots indicated on:

- (1) Plats recorded prior to April 12, 1974; and
- (2) Tentative plats approved as of April 12, 1974, and finally approved and recorded within ninety (90) days after such approval; and
- (3) A tentative plat for single-family residential lots approved prior to April 12, 1974, if each lot in the approved tentative plat met the minimum standards of the EU-1 District, provided that no final

plat or other tentative plat for the subject property was approved after April 12, 1974, and that as of December 31, 2003, a majority of the lots indicated on the tentative plat had been improved with residences pursuant to building permit in accordance with the tentative plat's provisions; and

- (4) Waivers of plat approved prior to April 12, 1974; and

Parcels, other than the aforementioned platted lots or tentatively approved plat lots, that prior to April 12, 1974 were purchased under a contract for deed or deeded and met the minimum requirements of the EU-1 District shall be qualified for those uses permitted in the EU-1 District. However, if such deeded parcels were contiguous to and under the same ownership on April 12, 1974, and such deeded contiguous parcels are less than the five-acre minimum site size of the EU-2 District, but exceed the minimum standards of the EU-1 District, such property shall be considered as one parcel of land and cannot be divided or used except as one lot.

- (B) All properties in the GU District, which are outside of the Urban Development Boundary as shown on the Land Use Plan Map of the Comprehensive Development Master Plan and which have not been previously zoned by the Department or otherwise approved through the public hearing process for a specific use, shall be governed by the following regulations:

- (1) All properties designated Agriculture on the Land Use Plan Map of the Comprehensive Development Master Plan shall comply with the regulations of the AU (Agricultural) District. Exceptions to this requirement are those properties designated Agriculture on the Land Use Plan Map of the Comprehensive Development Master Plan lying within the Areas of Critical Environmental Concern pursuant to Chapter 33B of this Code. Such properties shall comply with the regulations applicable under Chapter 33B.
- (2) All properties designated Open Land or Environmental Protection on the Land Use Plan Map of the Comprehensive Development Master Plan shall be subject to the trend determination process outlined in Section 33-196(A). Exceptions to this requirement are those areas lying within the East Everglades Area Boundaries pursuant to Section 33B-13, which shall comply with the regulations applicable under the East Everglades Zoning Ordinance pursuant to Chapter 33B, and those areas within the Rockmining Overlay Zoning Area, which shall comply with the regulations contained in Article XXI of this code.

(Ord. No. 57-19, § 6(B), 10-22-57; Ord. No. 74-17, § 1, 4-2-74; Ord. No. 77-65, § 1, 9-20-77; Ord. No. 04-63, § 1, 3-16-04; Ord. No. 08-57, § 1, 5-6-08)

Sec. 33-196.1. - Group homes.

A group home shall be permitted in a dwelling unit provided:

- (a) That the total number of resident clients on the premises not exceed six (6) in number.
- (b) That the operation of the facility be licensed by the State of Florida Department of Health and Rehabilitative Services and that said Department or sponsoring agency promptly notify the Director of said licensure no later than the time of home occupancy.
- (c) That the structure used for a group home shall be located at least one thousand (1,000) feet from another existing, unabandoned legally established group home. The 1,000-foot distance requirement shall be measured by following a straight line from the nearest portion of the structure of the proposed use to the nearest portion of the structure of the existing use.

(Ord. No. 01-26, § 10, 3-17-81; Ord. No. 01-51, § 2, 3-7-81; Ord. No. 05-215, § 1, 12-5-95)

Sec. 33-196.2. - Reserved.

Editor's note—

Ord. No. 91-51, § 3, adopted May 7, 1991, repealed former § 33-196.2, relative to elderly adult congregate living facilities in a GU District, which derived from Ord. No. 81-25, § 1, adopted March 17, 1981; and Ord. No. 81-60, § 1, adopted June 2, 1981.

Sec. 33-197. - New district classifications.

Subdivisions in GU Districts shall be governed by the provisions of Chapter 28 of the Miami-Dade County Code. Where applications for building permits indicate the need for reclassification of an area in GU District, the Director may initiate an application for a change of zoning.

(Ord. No. 57-19, § 6(C), 10-22-57; Ord. No. 77-16, § 1, 7-5-77)

Sec. 33-198. - Public hearing on refusal to issue permit.

Whenever a permit to construct, alter, move or use a building or premises in a GU District is refused because the proposed use would conflict with regulations contained herein, the person desiring a permit may apply for a public hearing.

(Ord. No. 57-19, § 6(D), 10-22-57)

FOOTNOTE(S):

¹ *Cross reference-- Circuses and carnivals in GU Districts without public hearing, § 33-13(f); public hearing required for establishing cemeteries, mausoleums or crematories, § 33-23, height and type of fences in GU Districts, § 33-14(h); variances granted in GU Districts, § 33-36(b). (Back)*

Miami - Dade County, Florida, Code of Ordinances >> PART III - CODE OF ORDINANCES >> Chapter
33 - ZONING >> ARTICLE XIV. - RU-1, SINGLE-FAMILY RESIDENTIAL DISTRICT >>

ARTICLE XIV. - RU-1, SINGLE-FAMILY RESIDENTIAL DISTRICT [307]

~~Sec. 33-199. - Uses--Permitted.~~

~~Sec. 33-200. - Same--Prohibited.~~

Sec. 33-199. - Uses--Permitted.

No land, body of water and/or structure shall be used or permitted to be used and no structure shall be hereafter erected, constructed, moved, reconstructed, structurally altered or maintained for any purpose in a RU-1 District which is designed, arranged or intended to be used or occupied for any purpose other than the following, unless otherwise specifically provided herein:

- (1) Every use as a one-family residence, including every customary use not inconsistent therewith, including a private garage.
- (1.1) Workforce housing units in compliance with the provisions of Article XIIA of this code.
- (2) Municipal recreation building, playgrounds, parks or reservations owned and operated by a municipality, County, State or the United States Government.
- (2.1) Private recreation area, private recreation building or playground owned and maintained by a homeowner's or tenant association, provided same is approved in conjunction with approval of the subdivision at time of site plan approval or plat.
- (3) Golf courses.
- (4) Business telephone will be permitted in a residence provided no truck, heavy equipment, or similar vehicle is kept on the property and no storage or any other business activity is carried on.
- (5) Noncommercial boat piers or slips for docking of private watercraft incidental to an existing residential use, except houseboats without power.
- (6) Reserved.
- (7) Servants' quarters, only upon approval after public hearing.
- (8) Noncommercial pigeon lofts, provided the pigeons shall be housed in a structure meeting the requirements of the building code and the requirements of these regulations for accessory buildings; the activity shall be conducted in a manner meeting the requirements of the Health Department, provided birds shall not be exercised later than two (2) hours after sunrise and more than two (2) hours before sunset.
- (9) Notwithstanding anything to the contrary in this Code, family day care and after-school care for children is permitted upon compliance with the following conditions:
 - (a) That the total number of children on the premises does not exceed five (5) in number, including in the count only preschool children of the resident family. Preschool children shall consist of children five (5) years of age or younger.
 - (b) That the age of the children, excluding those of the resident family, shall not exceed eleven (11) years of age.
 - (c) That the applicant secure a license from the Florida Department of Health and Rehabilitative Service to operate a family day care home at the subject property.
 - (d) Where applicable, compliance with the requirements of this Code pertaining to educational and child care facilities.
 - (e) Upon compliance with all conditions enumerated, a certificate of use and occupancy is secured from the Department.
 - (f) That the facility shall comply with the safety barrier requirements and restrictions enumerated in Section 33-151.19(j).
- (10) A group home shall be permitted in a dwelling unit provided:
 - (a) That the total number of resident clients on the premises not exceed six (6) in number.
 - (b) That the operation of the facility be licensed by the State of Florida Department of Health and Rehabilitative Services and that said Department or sponsoring agency promptly notify the Director of the Building and Zoning Department of said licensure no later than the time of home occupancy.

- (c) That the structure used for a group home shall be located at least one thousand (1,000) feet from another existing, unabandoned legally established group home. The 1,000-foot distance requirement shall be measured by following a straight line from the nearest portion of the structure of the proposed use to the nearest portion of the structure of the existing use.

(11) Reserved.

(Ord. No. 57-19, § 8(A), 10-22-57; Ord. No. 58-41, § 2, 10-21-58; Ord. No. 63-16, § 3, 5-7-63; Ord. No. 68-1, § 3, 1-9-68; Ord. No. 79-78, § 1, 10-2-79; Ord. No. 80-28, § 1, 4-15-80; Ord. No. 81-23, § 1, 3-17-81; Ord. No. 81-26, § 3, 3-17-81; Ord. No. 81-60, § 1, 6-2-81; Ord. No. 90-115, § 2, 10-16-90; Ord. No. 90-117, § 1, 10-16-90; Ord. No. 91-51, §§ 2, 3, 5-7-91; Ord. No. 95-215, § 1, 12-5-95; Ord. No. 99-122, § 2, 9-21-99; Ord. No. 07-05, § 2, 1-25-07; Ord. No. 09-51, § 1, 5-6-09).

Sec. 33-200. - Same—Prohibited.

The following uses shall be prohibited in any RU-1 District, Single-family Residential District:

- (1) Bee hives or the breeding or raising of any insects, reptiles or animals other than customary pets.
- (2) The keeping, breeding, or maintaining of horses, cattle or goats.
- (3) The raising of poultry or fowl.

(Ord. No. 57-19, § 8(B), 10-22-57)

FOOTNOTE(S):

¹⁵¹⁹ Cross reference— Height of fences, walls and hedges in RU District, § 33-11; location of swimming pools in RU-1 Districts, § 33-20(c); maximum setback of principal residential building in RU-1 Districts, § 33-15 (Back)

Miami - Dade County, Florida, Code of Ordinances >> PART III - CODE OF ORDINANCES >> Chapter
 33 - ZONING >> ARTICLE XIVA. - RU-1Z, ZERO LOT LINE DEVELOPMENT SINGLE-FAMILY
 RESIDENTIAL DISTRICT >>

**ARTICLE XIVA. - RU-1Z, ZERO LOT LINE DEVELOPMENT SINGLE-FAMILY
 RESIDENTIAL DISTRICT** ⁽²⁰⁰⁸⁾

Sec. 33-200.1. - Uses permitted.

Sec. 33-200.2. - Reserved.

Sec. 33-200.1. - Uses permitted.

No land, body of water and/or structure shall be used or permitted to be used and no structure shall be hereafter erected, constructed, moved, reconstructed or structurally altered for any purpose in an RU-1Z District which is designed, arranged, or intended to be used or occupied for any purpose other than otherwise specifically provided herein.

- (1) Every use permitted in the RU-1, RU-1M(a) and RU-1M(b) Districts.
- (2) Detached one-family zero lot line dwellings on individually platted lots, as provided herein. Zero lot line developments shall comply with the following requirements:
 - (a) That the maximum number of units shall not exceed the number of units as permitted in the Comprehensive Development Master Plan.
 - (b) Lot sizes shall be in accordance with Article XXXIII F, Zero Lot Line Development (ZLL).
 - (c) All development parameters and site plan review criteria in Article XXXIII F, Zero Lot Line Developments (ZLL) shall be complied with.

(Ord. No. 88-8, § 1, 2-16-88; Ord. No. 94-164, § 1, 9-13-94; Ord. No. 95-135, § 6, 7-25-95)

Sec. 33-200.2. - Reserved.

FOOTNOTE(S):

⁽²⁰⁰⁸⁾ Cross reference-- Zero lot line developments, § 33-284 et seq., (Back)

Miami - Dade County, Florida, Code of Ordinances >> PART III - CODE OF ORDINANCES >> Chapter 33 - ZONING >> ARTICLE XXXIII. - AU, AGRICULTURAL DISTRICT >>

ARTICLE XXXIII. - AU, AGRICULTURAL DISTRICT 1399

- Sec. 33-279. - Uses permitted.
Sec. 33-280. - Lot area and width.
Sec. 33-280.1. - Vested rights; property rezoned to AU.
Sec. 33-281. - Lot coverage.
Sec. 33-282. - Setbacks and spacing.
Sec. 33-283. - Cubic content of buildings; height; construction.
Sec. 33-283.1. - Site plan review for commercial vehicle storage.
Sec. 33-284. - Fees and permits.
Sec. 33-284.1. - Agricultural disclosure.
Secs. 33-284.2—33-284.5. - Reserved.

Sec. 33-279. - Uses permitted.

No land, body of water and/or structure shall be maintained, used or permitted to be used, and no structure shall be hereafter maintained, erected, constructed, moved, reconstructed or structurally altered or be permitted to be erected, constructed, moved, reconstructed or structurally altered for any purpose in an AU District which is designed, arranged, or intended to be used or occupied for any purpose other than the following:

- (1) All uses, except golf courses, permitted in the AU-1, EU-M or EU-1 Districts and subject to the restrictions thereof not inconsistent with this article.
- (1.1) A bed and breakfast establishment shall be permitted subject to the following limitations:
 - (a) The facility shall be owner-occupied and located in property that is subject to a lawful agricultural property tax classification and designated in the Comprehensive Development Master Plan for Agriculture, except as provided in (k) below.
 - (b) No more than six (6) bedrooms shall be allocated for rental and no more than six (6) bedrooms shall be rented out per 24-hour period.
 - (c) The bed and breakfast establishment use may be conducted from both a principal residence and a legally established accessory guest house detached from the principal residence.
 - (d) The maximum length of total stay for any bed and breakfast guest shall be 30 days per consecutive 12-month period.
 - (e) No cooking facilities shall be permitted in any of the bedrooms available for rent.
 - (f) Meals will be served only for overnight guests.
 - (g) The property owner shall obtain a certificate of use from the Department and promptly renew the same annually.
 - (h) Regarding compliance with the applicable provisions of Chapter 24 of this Code only, bed and breakfast establishments shall be considered residential establishments.
 - (i) The property owner shall obtain and maintain the appropriate licenses for operating a bed and breakfast establishment from the State of Florida, including the Department of Business and Professional Regulation, Division of Hotels and Restaurants, or successor agency, if applicable.
 - (j) The property owner will maintain the single-family residential appearance of the bed and breakfast establishment.
 - (k) If designated historic by the Miami-Dade County Historic Preservation Board, structures located on a property designated Agriculture and situated outside the Urban Development Boundary of the Comprehensive Development Master Plan Land Use Plan Map shall be exempt from the requirement of (a) above, except that the establishment shall be owner-occupied.
- (2) (a) Barns and sheds used for cattle or stock and ancillary feed storage; provided such barns and sheds shall not be used for hogs and shall not be permitted unless approved after

- public hearing if located within two hundred fifty (250) feet of a residence under different ownership or if located within two hundred fifty (250) feet of an RU, or EU District.
- (b) Barns, sheds or other buildings used for the storage of equipment, feed, fertilizer, produce or other items ancillary with the use permitted in this section. Such use shall be accessory to the agricultural use conducted on the property upon which the barns, sheds, or other buildings are located unless approved after public hearing and shall be fifty (50) feet from any residence under different ownership and any RU or EU zoned property unless approved after public hearing.
- (c) 1. Small packing facilities used for the packing of fruit and vegetables upon compliance with the following conditions:
- Such use shall be accessory to an agricultural use conducted on the property upon which the packing facility is located and said agricultural use must encompass fifty-one (51) percent or more of the property.
 - The packing facility shall be located at least one hundred (100) feet from any property line.
 - The small packing facility shall not exceed three thousand five hundred (3,500) square feet.
2. Large packing facilities used for the packing of fruit and vegetables upon compliance with all of the following conditions:
- Such use shall be accessory to an agricultural use conducted on the entire property upon which the packing facility is located, and said agricultural use must encompass fifty-one (51) percent or more of the property.
 - The lot upon which the packing facility is located shall not be less than ten (10) acres.
 - Packing operations shall be discontinued if the farm or grove use is abandoned.
 - Incidental cleaning, storage and shipping of the fruit and vegetables is permitted.
 - Outside storage of refrigerated containers is prohibited unless the refrigeration system is powered by electricity. The parking of trucks with refrigeration powered by means other than electricity is permitted on a temporary basis only until the truck is loaded for delivery.
 - The packing facility shall be one hundred (100) feet from any property line.
 - Site plan approval is secured from the Department.
 - Upon compliance with all conditions enumerated, a certificate of use and occupancy is secured from the Building and Zoning Department.
3. The term packing facility shall include any building, lean-to, pole barn or open area utilized by the farmer or grove owner in the course of packing fruit or vegetables as well as any areas whether or not within a building used for the cleaning of produce, storing of trucks, equipment, coolers, refrigerated containers, packing crates or other items used in the packing operation and parking of any vehicles including employee cars and trucks used by the farmer or grove owner to transport the produce to or from the site as well as any trucks on the property being loaded for the purpose of transporting the produce onto or off the property.
- (d) Outdoor storage of vehicles and equipment associated with agricultural, aquacultural or horticultural production occurring on property(ies) other than the property on which the storage is located, provided the storage is not a principal use but is ancillary to a use permitted in this section other than residential, subject to all of the following conditions:
- The storage of refrigerated containers is prohibited, unless such refrigeration is electrically powered. Storage within the containers or within other types of equipment is permitted only on a recurrent basis with each occurrence limited to a maximum of thirty (30) days.
 - Such equipment, vehicles and the area of storage shall be maintained in compliance with Section 33-4 of this chapter. The vehicles and equipment shall be maintained in operable condition at all times, except as otherwise provided herein.
 - Major repairs or overhaul shall be permitted on equipment or vehicles associated with agricultural, aquacultural or horticultural production.
 - The equipment and vehicles shall be located on the property with the following setbacks:
 - From front property line, fifty (50) feet;
 - From rear property line, twenty-five (25) feet;
 - From interior side property line, fifteen (15) feet; and
 - From side street property line, twenty-five (25) feet.

- (e) Outdoor storage of vehicles and equipment associated with agricultural, aquacultural or horticultural production occurring on property(ies) other than the property on which the storage is located, provided the storage is not a principal use but is ancillary to a residential use permitted in this section subject to all of the following conditions:
1. Such storage shall be limited to equipment and/or vehicles owned or leased by the occupant-owner or occupant-lessee of the site where the storage is located.
 2. The location for such parked equipment and vehicles shall be in the rear yard or in the side yard to the rear of a line established by the front building line farthest from the street and set back to at least the rear building line. Such equipment and vehicles shall be set back from side property lines a distance at least equivalent to the required side setback for the principal building and shall be set back from the rear property line at least ten (10) feet.
 3. Such equipment, vehicles and the area of storage shall be maintained in compliance with Section 33-4 of this chapter. The vehicles and equipment shall be maintained in operable condition at all times, except as otherwise provided herein.
 4. Major repairs or overhaul shall be permitted on equipment or vehicles associated with agricultural, aquacultural or horticultural production.
 5. The number of vehicles and amount of equipment stored on a residential site is limited by Section 33-4 of this chapter. The storage of refrigerated containers is prohibited, unless such refrigeration is electrically powered. Storage within commercial vehicles or within other types of equipment is permitted only on a recurrent basis with each occurrence limited to a maximum of thirty (30) days.
- (3) Cattle or stock grazing (not including hog raising).
- (3.1) Commercial Vehicle Storage as defined in Section 33-1 of this code, subject to the following conditions:
- (a) Commercial vehicle storage is limited to that portion of Open Land Subarea 1, as defined under the County's CDMP, that is located within the area of an arc no more than 7,000 lineal feet from the intersection of Okeechobee Road and Homestead Extension of the Florida Turnpike. Storage of agricultural equipment in connection with a bona fide agricultural use shall be permitted as provided in this Section.
 - (b) Minimum site size shall be 20 gross acres.
 - (c) The site shall be under one ownership.
 - (d) An annual operating permit from the Department of Environmental Resources Management and quarterly groundwater quality monitoring shall be required. A ground water monitoring plan and well locations shall be approved by DERM prior to installation of the wells.
 - (e) Mechanical repair or maintenance of any kind, including truck washing, shall be prohibited.
 - (f) Notwithstanding any provisions of section 33-282, the following minimum setbacks shall apply to the paved area utilized for the storage and the parking area of commercial vehicles:
 1. 50 feet from front and side street property line.
 2. 25 feet from interior side and rear property line.
 The setback area shall be landscaped in accordance with section 33-283.1(C)(6).
 - (g) A guard house and office may be permitted as an ancillary use to the commercial vehicle storage and parking facility provided that said guard house and office is set back at least 50 feet from the front property line and does not exceed 350 square feet of floor space.
 - (h) An annual certificate of use shall be obtained from the Department of Planning and Zoning.
 - (i) Landscaping shall comply with Section 33-283.1(C)(6).
 - (j) Administrative site plan review shall be required in accordance with section 33-283.1
 - (k) Building permits shall be obtained for the construction of any structures and other improvements as required under the Florida Building Code.
 - (l) Discharge and handling of waste and hazardous material: The storage, handling, use, discharge and disposal of liquid or hazardous wastes or hazardous materials shall be prohibited.
- (4) Hog farms and hog raising shall be permitted only upon approval after public hearing.
- (5) Dairy barns shall be subject to approval by public hearing, if to be located within fifty (50) feet of a residence under separate and different ownership or if to be located within five hundred (500) feet of an RU, EU-M, or EU District boundary.
- (6) Farms.
- (6.1)

Fruit and vegetable stands may be permitted in the area designated agriculture on the Adopted Land Use Plan Map of the Comprehensive Development Master Plan upon compliance with the following conditions:

- (a) The property upon which the fruit and vegetable stand is located shall be not less than five (5) acres gross.
 - (b) Such fruit and vegetable stand shall be accessory to a bonafide, actively farmed and harvested agricultural crop, and said agricultural crop must encompass 51 percent or more of the property. The fruit and vegetable stand shall be operated only by the party engaged in the production of the crop on that property. The stand shall be operated only during the period of time that the crop is being produced on the site, and the fruit and vegetable stand use shall be discontinued when farming on the property is abandoned. Farming on the property shall not be deemed abandoned if the property is fallow between seasonal growing periods. Fruit and vegetables sold shall not be limited to products grown on the property.
 - (c) Refrigerated storage area(s) are prohibited unless the refrigeration system is powered by electricity.
 - (d) A minimum of six (6) parking spaces shall be provided; said spaces shall be located a minimum of thirty-five (35) feet from right-of-way pavement.
 - (e) The stand shall be located on the property with the following setbacks:
 - 1. From right-of-way pavement sixty (60) feet;
 - 2. From rear property line, twenty-five (25) feet;
 - 3. From side street property line, twenty-five (25) feet; and
 - 4. From interior side property line, one hundred (100) feet.
 - (f) The stand shall be on open-sided, non-self propelled vehicle or conveyance permanently equipped to travel upon the public highways; however, a mobile home shall not be utilized as a fruit and vegetable stand.
 - (g) The maximum size of the stand shall not exceed one thousand (1,000) square feet. Refrigerated storage area(s) shall be included in computing the size of the stand.
 - (h) Food products offered for retail sale shall be derived from the agricultural crop on the property where the fruit and vegetable stand is located and such food products shall be manufactured by the fruit stand operator.
 - (i) The hours of operation of the fruit and vegetable stand shall be limited to between 6:30 a.m. and 9:00 p.m.
- (7) Groves.
 - (8) Greenhouses, nurseries—commercial.
 - (9) Dude ranches and riding academies shall be permitted only upon approval after public hearing.
 - (10) Horticultural farming—commercial.
 - (11) Hydroponics or other chemical farming.
 - (12) Nurseries—horticultural.
 - (13) The raising of one hundred (100) poultry, or more, shall be considered as commercial poultry raising. Buildings housing poultry must be at least five hundred (500) feet from any EU or RU District boundary, and at least fifty (50) feet from any residence under separate ownership on any adjacent property.
 - (13.1) Recreational vehicles as temporary watchman's quarters in accordance with Section 33-20(g) of this chapter.
 - (14) Truck gardens.
 - (15) One single-family permanent or temporary structure to house farm labor personnel will be permitted on a farm site for the first ten (10) acres (or less, if smaller, but not less than five (5) acres) and an additional one-family structure for each five (5) acres of additional land in said farm site will be permitted under the following conditions:
 - (a) Providing the structures are located a minimum of one hundred (100) feet from any property under separate and different ownership.
 - (16) Except as permitted under item (15), temporary or permanent barracks or structures to house farm labor may be erected only upon approval after public hearing.
 - (17) Fish pools shall conform to setbacks for accessory buildings, as provided in Section 33-282(b).
 - (18) Schools, including institutions of higher learning and primary and secondary schools only shall be permitted; provided, the school structures, buildings or improvements, as well as all incidental school uses, are at least two hundred fifty (250) feet from the boundary, property or lot line and further provided that such uses comply with the regulations of sections 33-151.11 through 33-151.22 of this code.
 - (19) A group home shall be permitted in a dwelling unit provided:
 - (a) That the total number of resident clients on the premises not exceed six (6) in number.

- (b) That the operation of the facility be licensed by the State of Florida Department of Health and Rehabilitative Services and that said Department or sponsoring agency promptly notify the Director of said licensure no later than the time of home occupancy.
 - (c) That the structure used for a group home shall be located at least one thousand (1,000) feet from another existing, unabandoned legally established group home. The 1,000-foot distance requirement shall be measured by following a straight line from the nearest portion of the structure of the proposed use to the nearest portion of the structure of the existing use.
- (20) Seed drying facility on a parcel of land not less than ten (10) acres gross shall be permitted as a special exception upon approval after public hearing.
- (21) Wineries, breweries and distilleries (farm related) as defined in Section 33-1, subject to the following conditions:
- (a) The principal use of the property shall be a working farm producing products utilized in the winery, brewery, or distillation process.
 - (b) The farm winery, brewery, or distillery shall be ancillary to the principal use of said farm.
 - (c) The property upon which the farm and ancillary farm winery, brewery, or distillery is located shall not be less than ten (10) acres gross.
 - (d) No more than 250,000 gallons of wine, and 250,000 gallons of mated beverage/beer, and 125,000 gallons of distilled spirits shall be produced in any one calendar year.
 - (e) Such a farm winery, brewery, or distillery may be open to the public for events and activities related to the preserving, processing, packaging or selling of agricultural products from Florida including tours, product tasting, festivals, parties and other similar events.
 - (f) Off-street parking requirements for the tasting and sales areas shall be calculated at one parking space for every 250 square feet of gross floor area or fractional part thereof. Office and other use areas shall have off-street parking spaces provided for such areas as otherwise provided in this code. In addition to the aforementioned parking requirements, at the time of application for ZIP, parking for indoor or outdoor farm-related festivals shall be determined by the Director and such requirements shall be based on the number of people that can reasonably be assumed to be on such premises at one (1) time. Said determination shall be calculated on a basis of one (1) parking space for each four (4) persons.
 - (g) Food service, preparation and consumption shall be accessory to the production of wine, beer or distilled spirits.
 - (h) The hours of retail sales operation for the farm-related winery, brewery, or distillery shall not extend beyond 11:00 p.m.
 - (i) Outdoor farm-related festivals shall be allowable on properties having a current Certificate of Use for a farm-related winery, brewery, or distillery provided:
 - a. No such outdoor farm-related festival shall be more than three (3) days long.
 - b. A Zoning Improvement Permit (ZIP) for outdoor farm-related festivals shall be obtained for each festival. No more than a total of six (6) outdoor farm-related festivals shall be held per calendar year per farm. Such outdoor farm-related festivals shall be restricted to daylight hours only.
 - (j) The use of mechanically amplified outdoor entertainment shall be prohibited from 11:00 p.m. to 9:00 a.m.
 - (k) The winery, brewery, or distillery shall not be located in the East Everglades Area of Environmental Concern as that area is described in Chapter 33B, Code of Miami-Dade County.
- (22) Uses ancillary to and directly supportive of agriculture.
- (a) The following uses shall be permitted on property meeting the requirements of this section when ancillary to an ongoing agricultural use:
 - (1) The packing, processing and sale of agricultural goods or products from the State of Florida.
 - (2) Farm tours, farm meals, cooking classes, agricultural workshops, agricultural education and agri-tourism.
 - (3) Farmers' markets, restricted to the sale of fruits, vegetables, live farm animals, and plants, as well as products derived directly therefrom.
 - (4) Uses determined by the Director to be similar to those enumerated above. In determining similarity between a proposed use and the uses enumerated above, the Director shall be guided by whether the proposed use is ancillary to and directly supportive of agriculture.
 - (b)

The following uses that are directly supportive of agriculture shall be permitted on property meeting the requirements of this section and subject to the provisions of Chapter 24 of this code:

- (1) The sale of farm supplies.
- (2) The sale and service of farm machinery and implements.
- (c) All uses permitted in (a) and (b) above shall be subject to the following requirements:
 - (1) The property shall be designated Agriculture in the Comprehensive Development Master Plan Land Use Plan Map and shall be utilized for a bona fide agricultural use as evidenced by an agricultural property classification approved by the Miami-Dade County Property Appraiser's Office.
 - (2) The property or business owner shall obtain a certificate of use for the ancillary agricultural use from the Department and promptly renew the same annually.

(Ord. No. 57-19, § 26(A), 10-22-57; Ord. No. 59-9, § 1, 4-29-59; Ord. No. 61-33, § 2, 7-19-61; Ord. No. 69-21, § 1, 4-1-69; Ord. No. 69-52, § 1, 9-3-69; Ord. No. 74-18, § 1, 4-2-74; Ord. No. 81-26, § 2, 3-17-81; Ord. No. 81-25, § 1, 3-17-81; Ord. No. 81-60, § 1, 6-2-81; Ord. No. 87-68, § 1, 10-6-87; Ord. No. 91-51, §§ 2, 3, 5-7-91; Ord. No. 91-94, § 1, 8-16-91; Ord. No. 92-49, § 2, 6-2-92; Ord. No. 94-159, § 1, 9-13-94; Ord. No. 94-160, § 1, 9-13-94; Ord. No. 95-215, § 1, 12-5-95; Ord. No. 95-219, § 1, 12-5-95; Ord. No. 96-2, § 2, 1-9-96; Ord. No. 02-46, § 7, 4-9-02; Ord. No. 04-215, § 2, 12-2-04; Ord. No. 10-19, § 2, 3-2-10; Ord. No. 10-20, § 3, 3-2-10; Ord. No. 10-21, § 1, 3-2-10; Ord. No. 10-73, § 2, 11-4-10)

Sec. 33-280. - Lot area and width.

Lots for any use in AU District shall contain a minimum of five (5) acres, and have a minimum street frontage of two hundred (200) feet. Credit shall be given towards lot area requirements for right-of-way dedication from the site.

Exceptions to be foregoing requirements shall be as follows:

- (1) Lots platted prior to April 12, 1974, or lots for which tentative plats have been approved as of April 12, 1974, and finally approved and recorded within ninety (90) days from April 12, 1974, or lots purchased under a contract for deed or deeded prior to April 12, 1974, and which lots contain a minimum of one (1) acre in lot area and have a minimum street frontage of one hundred fifty (150) feet for any use provided for in this section except poultry raising; or lots for the raising of one hundred (100) poultry or more containing a minimum lot area of two and one-half (2½) acres. Credit shall be given for right-of-way dedication from the site for both frontage and area computations. If contiguous property of more than the minimum area and frontage indicated herein, but less than the five (5) acres required by this section is already under one (1) ownership on April 12, 1974, such property shall be considered as one (1) parcel of land and cannot be divided or used except as one (1) lot.
- (2) Lots platted or purchased under a contract for a deed or deeded prior to February 13, 1951, containing a minimum lot area of ten thousand (10,000) square feet and having a minimum street frontage of one hundred (100) feet may be used as a building site for residential use.
- (3) A lot rezoned to AU pursuant to application of the Director, which does not meet the five-acre area or the minimum frontage requirements of this section may be used for any use permitted in the AU District where:
 - (a) The zoning immediately prior to such rezoning would have allowed the issuance of a building permit on said lot; and either
 - (b) Said lot was platted or a waiver of plat was approved prior to the effective date of the rezoning; or
 - (c) Said lot was the subject of an approval of tentative plat prior to the date of the rezoning and the plat was finally approved within one hundred twenty (120) days of the tentative plat approval as provided in Section 28-7(e); or
 - (d) Said lot was purchased under a contract for deed or deeded prior to the effective date of the rezoning, provided that if contiguous property is already under one (1) ownership at the effective date of the rezoning, such property shall be considered as one (1) parcel of land and cannot be divided or used pursuant to this subsection except as one (1) lot.

Subsections 33-280(1) and (2) shall not apply to any lot which was rezoned to AU from another zoning district pursuant to application of the Director, subsequent to December 28, 1984.

(Ord. No. 57-19, § 26(B), 10-22-57; Ord. No. 59-9, § 1, 4-29-59; Ord. No. 74-10, § 2, 4-2-74; Ord. No. 84-66, § 1, 12-16-84; Ord. No. 95-215, § 1, 12-5-95)

Sec. 33-280.1. - Vested rights; property rezoned to AU.

- (a) Any landowner whose property was rezoned to AU subsequent to December 28, 1984, as the result of an application by the Director and who claims a vested right to develop or use his property contrary to

Section 33-280, may submit an application for a determination of vested rights to the Department within ninety (90) days after the later of: (1) the date that the official resolution of the zoning action by the Board of County Commissioners was transmitted to the owner; or, (2) the date of final judicial action.

- (b) Any person filing an application for a determination of vested rights with the Department shall attach an affidavit setting forth the facts upon which the applicant bases his claim for vested rights. The applicant shall include copies of any contracts, letters and other documents upon which a claim of vested rights is based. The mere existence of zoning prior to the effective date of said resolution transmittal or final judicial action shall not vest rights.
- (c) The Department shall review the application and determine whether the applicant has demonstrated:
- (1) An act of development approval by an agency of Miami-Dade County,
 - (2) Upon which the developer has in good faith relied to his detriment,
 - (3) Such that it would be highly inequitable to deny the landowner the right to complete the previously approved development.
- (d) A determination that a landowner is entitled to a vested right to develop or use property contrary to Section 33-280 shall entitle development or use in accord with said determination. However, the development or use shall not be excepted from compliance with other standards set forth in this Code.
- (Ord. No. 84-96, § 2, 12-18-84; Ord. No. 95-215, § 1, 12-6-95)*

Sec. 33-281. - Lot coverage.

The maximum lot coverage for one-acre lots or larger shall be fifteen (15) percent of the total lot area, and for the smaller lots (excepted under Section 33-280) shall be twenty-five (25) percent of the total lot area. There shall be no minimum or maximum lot coverage requirements on buildings housing poultry; nor on nursery buildings housing plants where the same are of glass, slats, saran, or of a similar type construction.

(Ord. No. 57-19, § 26(C), 10-22-57; Ord. No. 59-9, § 1, 4-28-59)

Sec. 33-282. - Setbacks and spacing.

- (a) (1) Minimum setback requirements for the one-acre lots or larger shall be as follows:
- From front property line, fifty (50) feet.
 - From rear property line, twenty-five (25) feet.
 - From interior side property line, fifteen (15) feet.
 - From side street property line, twenty-five (25) feet.
- (2) Minimum setback requirements for the smaller lots (ten thousand (10,000) square foot lots to one (1) acre) shall be as follows:
- From front property line, twenty-five (25) feet.
 - From rear property line, twenty-five (25) feet.
 - From interior side property line, fifteen (15) feet.
 - From side street property line, twenty-five (25) feet.
- (b) Minimum setbacks for accessory buildings are:
- From front property line, seventy-five (75) feet.
 - From rear property line, seven and one-half (7½) feet.
 - Between buildings on same lot, parcel or tract of land, twenty (20) feet.
 - From interior side property line, twenty (20) feet.
 - From side street property line, thirty (30) feet.
- (c) Minimum setbacks for horticultural nursery buildings, without a solid roof, consisting of but not limited to vertical poles or slats and cables draped with plastic screening or other similar materials, that are used for the production of plant material:
- From front property line, thirty (30) feet.
 - From rear property line, seven and one-half (7½) feet.
 - From interior side property line, seven and one-half (7½) feet.
 - From side street property line, fifteen (15) feet.

- There shall be no minimum spacing requirement.
- (d) Horticultural nursery buildings with a solid roof shall comply with accessory building setbacks; except that no minimum spacing need be provided between such structures on the same property and such structures may be constructed to within thirty (30) feet of the front property line.
 - (e) Buildings housing poultry shall comply with accessory building setbacks (except as otherwise provided in Section 33-279, item (13) above), except that no minimum spacing need be provided between such buildings on the same property. Fence enclosures for poultry shall be the same as other fence requirements in this district.
 - (f) Hogs, cattle and other stock shall not be placed closer than two hundred fifty (250) feet to a residential district and no enclosure for hogs shall be closer than five hundred (500) feet to a residence under separate and different ownership. No hogs, cattle or other stock shall be permitted closer than ten (10) feet to any highway right-of-way.

(Ord. No. 57-19, § 26, 10-22-57; Ord. No. 59-9, § 1, 4-28-59; Ord. No. 74-16, §§ 3, 4, 4-27-74; Ord. No. 81-69, § 1, 9-4-81; Ord. No. 05-113, § 1, 6-7-05)

Sec. 33-283. - Cubic content of buildings; height; construction.

- (a) The minimum cubic content of any principal residential structure shall be seven thousand five hundred (7,500) cubic feet, except where a higher minimum cubic content may be established in a particular district, area or neighborhood. There shall be no minimum cubic content requirement for agricultural support structures including, but not limited to, barns, horse stalls, shade houses, or sheds.
- (b) The maximum height of any building in this district shall be thirty-five (35) feet, two (2) stories.
- (c) All structures in the AU (Agricultural) District shall comply with all technical code requirements for the unincorporated area of the County, as the same may be provided for in this or other ordinances.

(Ord. No. 57-19, § 26, 10-22-57; Ord. No. 59-9, § 1, 4-28-59; Ord. No. 92-18, § 1, 3-17-92)

Sec. 33-283.1. - Site plan review for commercial vehicle storage.

- (a) **Procedures.** The Department shall review plans for compliance with zoning regulations and for compliance with the site plan review criteria. The purpose of the site plan criteria is to insure compatibility and adequate buffering of the uses with the surrounding area. All plans submitted to the Department shall be reviewed and approved or denied by the Department within fifteen (15) days from the date of submission. The applicant shall have the right to extend the fifteen-day period by an additional fifteen (15) days upon timely request made in writing to the Department. The Department shall have the right to extend the fifteen-day period by written notice to the applicant that additional information is needed to process the site plan. Denials should be in writing and shall specifically set forth the grounds for denial.

The written decisions of the Department in relation to the site plan review criteria may be appealed by the party(ies) which filed the application for the project to the appropriate Community Zoning Appeals Board within thirty (30) days of the date the project was denied approval in writing. Appeals will be heard as expeditiously as possible. All final plans submitted for building permits shall be substantially in compliance with plans approved under the plan review procedure herein established.

- (b) **Required Exhibits.** Exhibits prepared by design professionals such as architects and landscape architects shall be submitted to the Department of Planning and Zoning and shall include, but not be limited to, the following:
 - (1) Schematic site plan at a scale of not less than one (1) inch equals one hundred (100) feet containing the following information:
 - a. Proposed commercial vehicle and equipment storage area.
 - b. Location of proposed paved area and driveway connections.
 - c. Parking and driveway layouts.
 - d. Proposed grades.
 - e. Existing and proposed fences, signs, architectural accents, guard house (if provided) and location of advertising or graphic features.
 - f. Landscaping and trees.
 - g. Plans showing the location, height, lights, shades, deflectors and beam directions.
 - h. Stormwater management improvements.
 - i. Other information and plans as deemed necessary by the Director to evaluate compliance with the CDMP and Chapters 33 and 24 of the Code of Miami-Dade County.
- (c) **Criteria.** The following criteria shall be considered in the review process:
 - (1) **Parking and storage:** All vehicles and equipment shall be stored or parked only on paved impervious surfaces. The drainage system shall be approved by the Department of Environmental Resources Management.

- (2) *Emergency access:* Unobstructed access for on-site access for emergency equipment shall be considered.
- (3) *Site enclosure:* The subject site shall be enclosed by an eight (8) foot high masonry wall, vinyl coated chain link fence, or a chain link fence with visual screening. Said wall/fence shall be located on all property lines.
- (4) *Lighting:* All outdoor lighting, or outdoor signs or identification features shall be designed as an integral part of the surrounding landscape. Light fixtures shall be designed with a maximum height of 35 feet. Shielding shall be provided to prevent light from projecting upward. Any overspill of lighting onto adjacent properties shall not exceed one-half (½) foot-candle (vertical) and shall not exceed one-half (½) foot-candle (horizontal) illumination on adjacent properties or structures. Lighting shall comply with the standards in Section 8C-3 of this Code.
- (5) *Visual screening:* Buffer and visual screening shall be provided to make the use compatible with rural and agricultural land uses and to prevent negative visual impact to surrounding areas. The following minimum landscaping shall be provided along all property lines within the required setback area:
- a. A continuous extensively landscaped buffer which shall be maintained in a good healthy condition by the property owner. The required buffer shall be located on the interior side of the required fence or wall along rights-of-way within required setback areas. The landscape buffer shall contain the following plant materials:
 1. *Ground Cover.* Ground cover shall consist of grass or plants. Plants used in lieu of grass, in whole or in part, shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year after planting.
 2. *Continuous Hedge.* Hedges shall be a minimum of three (3) feet in height when measured immediately after planting, shall be planted at a maximum average spacing of 48 inches on center and shall be planted and maintained to form a continuous, unbroken, solid, visual screen within one (1) year after time of planting. Of the provided hedge at least:
 - (i) Thirty (30) percent shall be native species; and
 - (ii) Fifty (50) percent shall be low maintenance and drought tolerant; and
 - (iii) Eighty (80) percent shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low-Maintenance Landscape Plants for South Florida list.
 3. *Trees.* Trees shall be of a species typically grown in Miami-Dade County which normally mature to a height of at least twenty (20) feet. Trees shall have a clear trunk of four (4) feet, an overall height of twelve (12) feet and a minimum caliper of two (2) inches at time of planting, and shall be provided within the buffer area along all property lines at a maximum average spacing of thirty-five (35) feet on center. Of the required trees at least:
 - (i) Thirty (30) percent shall be native species; and
 - (ii) Fifty (50) percent shall be low maintenance and drought tolerant; and
 - (iii) No more than thirty (30) percent shall be palms.
 - (iv) Eighty (80) percent of the trees shall be listed in the Miami-Dade Landscape Manual, the Miami-Dade Street Tree Master Plan and/or the University of Florida's Low-Maintenance Landscape Plants for South Florida list.
 - b. A stormwater management plan shall be approved by the Department of Environmental Resources Management.
 - c. Stormwater retention/detention facilities may be located within the required setback provided all landscaping requirements are met.

(Ord. No. 10-73, § 3, 11-4-10)

Sec. 33-284. - Fees and permits.

Permits shall be required and must be obtained for all structures erected, constructed, moved, reconstructed or structurally altered in this district.

Fees shall be paid for all permits on all residential structures. For all nonresidential structures, fees shall be paid on all structures in excess of two hundred (200) square feet in area. All fees shall be paid in accordance with the fee schedule as otherwise provided for.

(Ord. No. 57-19, § 26, 10-22-57; Ord. No. 59-8, § 1, 4-28-59)

Sec. 33-284.1. - Agricultural disclosure.

- (a) *Definitions.*
- (1) *Affected land* for the purpose of this section means:
 - a. Any parcel of land that is located outside of the Urban Development Boundary (UDB) delineated on the Comprehensive Development Master Plan Land Use Plan Map and either designated Agriculture, zoned AU or zoned interim (GI) and determined by the director to be subject to an agricultural (AU) trend of development pursuant to Section 33-196, Code of Miami-Dade County, Florida; or
 - b. Any parcel of land that is located inside the UDB and designated Agriculture, or zoned AU, or abutting any AU zoned parcel.
 - (2) *Interest in real property* means a nonleasehold, legal or equitable estate in land or any severable part thereof created by deed, contract, mortgage, easement, covenant or other instrument.
 - (3) *Purchaser* means a buyer, transferee, grantee, donee or other party acquiring an interest in real property.
 - (4) *Real property transaction* means the sale, grant, conveyance, mortgage or transfer of an interest in real property.
 - (5) *Seller* means a transferor, grantor, donor [or] other party conveying an interest in real property.
- (b) *Disclosure statement for real property transactions involving Affected land.* The seller shall provide the purchaser with the following statement, which shall be set forth on a separate sheet of paper and shall be signed by the prospective purchaser prior to the execution of any other instrument committing the purchaser to acquire title to such real property or any other interest in any Affected land, as follows:
- (1) For all Affected land, the statement shall include the following language:
 LAND INVOLVED IN THIS TRANSACTION IS ZONED AGRICULTURAL (AU) OR LIES ADJACENT TO LAND THAT IS ZONED AU, OR IS DESIGNATED FOR AGRICULTURAL USE BY THE MIAMI-DADE COUNTY COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP), OR IS SUBJECT TO AU REGULATIONS.
 AGRICULTURAL ACTIVITIES WHICH MAY BE LAWFULLY CONDUCTED WITHIN THIS AREA INCLUDE BUT MAY NOT BE LIMITED TO CULTIVATION AND HARVESTING OF CROPS; PROCESSING AND PACKING OF FRUIT AND VEGETABLES; BREEDING OF LIVESTOCK AND POULTRY; OPERATION OF IRRIGATION PUMPS AND OTHER MACHINERY; GROUND OR AERIAL SEEDING OR SPRAYING; APPLICATION OF CHEMICAL FERTILIZERS, CONDITIONERS, PESTICIDES AND HERBICIDES; GENERATION OF TRACTOR AND TRUCK TRAFFIC AND OF NOISE, ODORS, DUST AND FUMES ASSOCIATED WITH THE CONDUCT OF THE FOREGOING ACTIVITIES; AND THE EMPLOYMENT AND USE OF AGRICULTURAL LABOR. SUCH AGRICULTURAL ACTIVITIES MAY BE PROTECTED FROM NUISANCE SUITS BY THE "FLORIDA RIGHT TO FARM ACT," SECTION 829.14, FLORIDA STATUTES.
 - (2) In addition to the language set forth in Section 33-284.1(b)(1) the statement for all AU land not in the East Everglades Area of Critical Environmental Concern shall include the following language:
 MIAMI-DADE COUNTY ZONING REGULATIONS REQUIRE A MINIMUM OF TWO HUNDRED (200) FEET OF STREET FRONTAGE AND A MINIMUM OF FIVE (5) ACRES OF LAND AREA (INCLUDING RIGHT-OF-WAY DEDICATIONS) AS PREREQUISITES TO ANY USE OF AU LAND, INCLUDING DEVELOPMENT OF ANY SINGLE-FAMILY RESIDENCE THEREON.
 - (3) In addition to the language set forth in Section 33-284.1(b)(1) the statement for all AU land in the East Everglades Area of Critical Environmental Concern shall include the following language:
 AU LAND IN THE EAST EVERGLADES AREA OF CRITICAL ENVIRONMENTAL CONCERN IS SUBJECT TO RESTRICTIONS LIMITING DENSITY TO NO GREATER THAN ONE (1) DWELLING UNIT PER FORTY (40) ACRES, OR UNDER CERTAIN CONDITIONS TO ONE (1) DWELLING UNIT PER TWENTY (20) ACRES, AS PROVIDED BY SECTION 33B-25, CODE OF MIAMI-DADE COUNTY, FLORIDA.
 - (4) In addition to the language set forth in Section 33-284.1(b)(1) the statement for all nonresidential AU land served or to be served by a septic tank shall include the following language:
 ALL NONRESIDENTIAL AU LAND SERVED OR TO BE SERVED BY A SEPTIC TANK SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS:
 THE ONLY LIQUID WASTE (EXCLUDING LIQUID WASTES ASSOCIATED WITH THE PROCESSING OF AGRICULTURAL PRODUCE IN AGRICULTURAL PACKING HOUSES AND LIQUID WASTES ASSOCIATED WITH AGRICULTURAL VEHICLE OR AGRICULTURAL EQUIPMENT MAINTENANCE FACILITIES WHICH REPAIR OR MAINTAIN VEHICLES OR EQUIPMENT ANCILLARY TO AND DIRECTLY SUPPORTIVE OF A BONA FIDE AGRICULTURAL PURPOSE AND WHICH VEHICLE OR EQUIPMENT ARE OWNED OR OPERATED BY THE OWNER OR LESSEE OF THE AGRICULTURAL VEHICLE OR AGRICULTURAL EQUIPMENT MAINTENANCE FACILITY) WHICH SHALL BE GENERATED, DISPOSED OF, DISCHARGED, OR STORED ON THE PROPERTY SHALL BE DOMESTIC SEWAGE DISCHARGED INTO A SEPTIC TANK.

NON DOMESTIC WASTE, INCLUDING WASTE RESULTING FROM AN AGRICULTURAL VEHICLE OR AGRICULTURAL EQUIPMENT MAINTENANCE FACILITY SHALL NOT BE DISCHARGED TO A SEPTIC TANK AND MUST BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE REGULATIONS.

- (5) For all AU land, the statement shall conclude with the following language:
 THE ZONING CODE OF Miami-Dade COUNTY ENUMERATES CERTAIN EXCEPTIONS WHERE SMALLER COUNTY LOT SIZES ARE PERMITTED. IF THE LAND WHICH IS THE SUBJECT OF THIS TRANSACTION DOES NOT QUALIFY FOR AN EXCEPTION, AND DOES NOT MEET BOTH THE LOT FRONTAGE AND AREA REQUIREMENTS NOTED ABOVE, NO SINGLE-FAMILY RESIDENTIAL USE OR ANY OTHER USE OF THE PROPERTY MAY BE PERMITTED UNLESS FIRST APPROVED AFTER PUBLIC HEARING.
 I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE FOREGOING STATEMENT.

Signature of Purchaser Date

- (c) *Acknowledgment of agricultural disclosure statement on instrument of conveyance.* It shall be the seller's responsibility that the following statement shall appear in a prominent location on the face of any instrument conveying title to or any other interest in Affected land. The seller shall record the notarized statement with the Clerk of the Court:

I HEREBY CERTIFY THAT I HAVE READ, UNDERSTAND AND HAVE SIGNED THE AGRICULTURAL DISCLOSURE STATEMENT FOR THE SALE OF OR OTHER TRANSACTION INVOLVING THIS PARCEL OF AFFECTED LAND AS REQUIRED BY SECTION 33-284.1, CODE OF Miami-Dade COUNTY, FLORIDA.

Signature of Purchaser Date

- (d) *Penalties.* Any seller who violates any provision of this section, or fails to comply therewith, or with any lawful rule, regulation or written order promulgated under this section, shall be subject to the penalties, civil liability, attorney's fees and enforcement proceedings set forth in Sections 33-39 through 33-39.3, Code of Miami-Dade County, Florida, and to such other penalties, sanctions and proceedings as may be provided by law. Miami-Dade County shall not be held liable for any damages or claims resulting from the seller's failure to comply with provisions of this section.
- (e) *Exceptions.* Notwithstanding any other provision of the Code of Miami-Dade County, real property that is zoned AU (agriculture) or that is zoned GU (Interim) and determined by the Director to be subject to an agricultural trend of development, and which property or property interest is being transferred to the South Florida Water Management District, shall be exempt from all disclosure requirements pertaining to AU land.

(Ord. No. 94-162, § 2, 9-13-94; Ord. No. 97-88, § 1, 7-17-97; Ord. No. 98-29, § 3, 2-19-98; Ord. No. 00-162, § 1, 12-7-00)

Secs. 33-284.2—33-284.5. - Reserved.

FOOTNOTE(S):

^{(1)(b)} Cross reference—Height and type of fences in AU Districts, § 33-11(f); circuses and carnivals in AU Districts without public hearing, § 33-13(f); public hearing required for establishing cemeteries, mausoleums or crematoria, § 33-23; permit to use metal buildings in AU Districts, § 33-32 (Back)

Exhibit H

ASSESSED VALUE OF AREA H PROPERTIES

Henry Iler

From: Rubert, Veronica (PA) [VRUBERT@miamidade.gov]
Sent: Wednesday, July 20, 2011 4:19 PM
To: Henry Iler
Cc: Solis, Lazaro (PA)
Subject: FW: FL City's Proposed Annexation Area "H" - Property Value Information
Attachments: Florida City Annexatin Values (Area H).xlsx

This e-mail is sent on behalf of Lazaro Solis, Deputy Property Appraiser.

Attached are folio lists with 2010 and 2011 Preliminary values for the given area. However, there is an issue: four of the properties will need separations as the annexation boundary cuts through those parcels. Fortunately, three of the four are government owned properties and are fully exempt. The folios are noted in the file. The non-exempt folio has a taxable value of 126,990 in both years.

2010 Preliminary Values of Florida City Annexation Area H:

Just Value: 36,906,567 (Including 391,414 on 4 folios that will need separations)
Taxable Val: 8,471,582 (Including 126,990 on 1 folio that requires a separation)

2011 Preliminary Values (Folios requiring separations have the value in 2011 as 2010):

Just Value: 28,359,687
Taxable Val: 7,267,075

If you have any questions, please contact me.
Thank you,

Veronica Rubert
vrubert@miamidade.gov
Office of the Property Appraiser
111 N.W. First Street, Ste. 710
Miami, Florida 33128
Phone: (305) 375-4004

From: Henry Iler [<mailto:Henry@ilerplanning.com>]
Sent: Wednesday, July 06, 2011 3:27 PM
To: Solis, Lazaro (PA)
Cc: Rubert, Veronica (PA)
Subject: FL City's Proposed Annexation Area "H" - Property Value Information

Mr. Solis: In April, Ms. Rubert in your office sent us value information for a proposed 929 acre annexation area (designated as H1) which we had requested. Many thanks for that data and very prompt response.

However, last week the City Commission adopted Resolution No. 11-19 which reduced the boundary of that prior Area. Attached are a map and legal description of Annexation Area "H." This reduced Area is 811.7 acres in size. Per County Code, we are required to include in our application to the County the total and taxable property value of all Area H lands. The information needs to be on a parcel-by-parcel basis with area-wide totals.

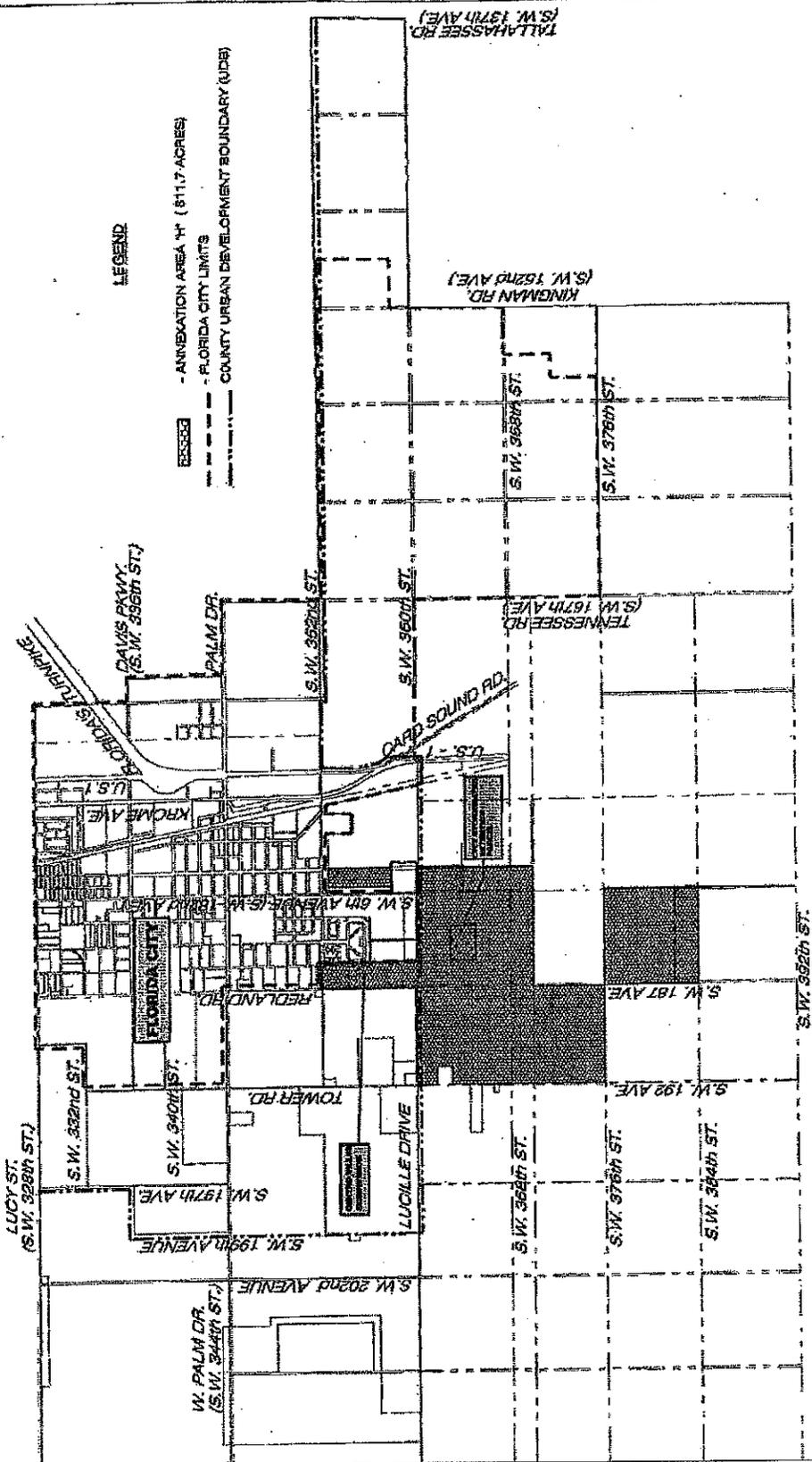
If you have any questions or comments, don't hesitate to contact me. Your help is appreciated very much.

Thank you.

**HENRY ILER, AICP | Principal
ILER PLANNING**

2074 West Indiantown Road, Suite 202
Jupiter, Florida 33458
561 626 7067 x101 | 561 972 6075 fax
ilerplanning.com

CITY OF FLORIDA CITY: PROPOSED ANNEXATION AREA "H"



- LEGEND**
- ANNEXATION AREA "H" (811.7 ACRES)
 - FLORIDA CITY LIMITS
 - COUNTY URBAN DEVELOPMENT BOUNDARY (CUB)

ILER PLANNING
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BLAILEY ENVIRONMENTAL, INC.
1000 S.W. 10th Ave., Suite 100
Miami, FL 33136
Tel: (305) 575-1100
Fax: (305) 575-1101
www.ilerplanning.com

JUNE 28 2011

CITY MAP
SCALE: 1" = 1200'



City of Florida City

Annexation Area "H"

Legal Description

(6-29-11)

The West ½ of the West ½ of the SE ¼ of Section 25, Township 57 South, Range 38 East, less Lots 1 through 50 of Block 8 and Lots 1 through 50 of Block 9, of the Florida City Realty Company's Subdivision, according to the plat thereof as recorded in Plat Book 14 Page 50 of the public records of Miami-Dade County, Florida; and the West ½ of the West ½ of the Southwest ¼ of Section 25, Township 57 South, Range 38 East; and the West ½ of the West ½ of the East ½ of Section 36, Township 57 South, Range 38 East, less the South 1,980 feet thereof; and the West ½ of Section 36 Township 57 South, Range 38 East, less the South 1,980 feet thereof; and the East ½ of Section 35 Township 57 South, Range 38 East less the West 528 feet of the South 124 feet of the West ½ of the NW ¼ of the NW ¼ of the NE ¼ thereof and less the West 528 feet of the North ½ of the SW ¼ of the NW ¼ of the NE ¼ thereof; and the NW ¼ of Section 1, Township 58 South, Range 38 East of the Public Records of Miami-Dade County, Florida.

FIG ID	DOR CD	PROPERTY USE	PROP ADDR	JUST	TAXABLE
30-7825-000-0030	9981	VACANT LAND		600,000	10,000
30-7825-000-0040	9981	VACANT LAND		57,000	57,000
30-7825-001-0010	5381	AGRICULTURE		621,000	10,350
30-7825-002-0010	9981	VACANT LAND		3,600	3,600
30-7825-002-0020	9981	VACANT LAND		3,600	3,600
30-7825-002-0030	9981	VACANT LAND		3,600	3,600
30-7825-002-0031	8780	GOVERNMENTAL		238,875	0
30-7825-002-0090	9981	VACANT LAND		27,300	27,300
30-7825-002-0130	9981	VACANT LAND		8,400	8,400
30-7825-002-0230	0101	SINGLE FAMILY	18030 SW 352 ST	107,306	27,287
30-7825-002-0280	8780	GOVERNMENTAL		259,350	0
30-7825-002-0320	9981	VACANT LAND		3,600	3,600
30-7825-002-0340	8680	GOVERNMENTAL		7,200	0
30-7825-002-0450	9981	VACANT LAND		4,200	4,200
30-7825-002-0460	9981	VACANT LAND		8,400	8,400
30-7825-002-0540	9981	VACANT LAND		4,200	4,200
30-7825-002-0580	9981	VACANT LAND		4,200	4,200
30-7825-002-0630	8680	GOVERNMENTAL		12,600	0
30-7825-002-0640	8780	GOVERNMENTAL		302,250	0
30-7825-002-0660	9981	VACANT LAND		3,600	3,600
30-7825-002-0680	8780	GOVERNMENTAL		3,600	0
30-7825-002-0690	9981	VACANT LAND		3,600	3,600
30-7825-002-0700	9981	VACANT LAND		3,600	3,600
30-7825-002-0740	8680	GOVERNMENTAL		4,200	0
30-7825-002-0920	0101	SINGLE FAMILY	18050 SW 355 ST	212,202	25,000
30-7825-002-0991	8780	GOVERNMENTAL		170,625	0
30-7825-002-1000	9981	VACANT LAND		4,200	4,200
30-7825-002-1150	8780	GOVERNMENTAL		317,850	0
30-7825-002-1240	8780	GOVERNMENTAL		13,650	0
30-7825-002-1520	8780	GOVERNMENTAL		317,850	0
30-7825-002-1780	8680	GOVERNMENTAL		8,400	0
30-7825-002-1890	8780	GOVERNMENTAL		242,775	0
30-7825-002-1920	8680	GOVERNMENTAL		7,200	0
30-7825-002-1930	8780	GOVERNMENTAL		5,850	0
30-7825-002-1940	8780	GOVERNMENTAL		5,850	0
30-7825-002-1950	8780	GOVERNMENTAL		5,850	0
30-7825-002-1960	8780	GOVERNMENTAL		5,850	0
30-7825-002-1970	8780	GOVERNMENTAL		5,850	0
30-7825-002-1980	9981	VACANT LAND		4,200	4,200
30-7825-002-2030	8680	GOVERNMENTAL		8,400	0
30-7825-002-2070	9981	VACANT LAND		4,200	4,200
30-7825-002-2080	9981	VACANT LAND		4,200	4,200
30-7825-002-2210	9981	VACANT LAND		4,200	4,200
30-7825-002-2220	9981	VACANT LAND		4,200	4,200
30-7825-015-0010	0101	SINGLE FAMILY	18515 SW 360 ST	92,301	25,000
30-7825-015-0020	0101	SINGLE FAMILY	18525 SW 360 ST	79,051	25,000

30-7825-015-0030	0101	SINGLE FAMILY	18535 SW 360 ST	83,754	25,000
30-7825-015-0040	0101	SINGLE FAMILY	18545 SW 360 ST	86,442	26,930
30-7825-015-0050	0101	SINGLE FAMILY	18585 SW 360 ST	80,445	80,445
30-7825-015-0060	0101	SINGLE FAMILY	18605 SW 360 ST	80,594	80,594
30-7825-015-0070	0101	SINGLE FAMILY	18665 SW 360 ST	81,362	25,000
30-7825-015-0080	0101	SINGLE FAMILY	35991 SW 187 AVE	76,147	25,000
30-7825-015-0090	0101	SINGLE FAMILY	35951 SW 187 AVE	83,098	25,000
30-7825-015-0100	0101	SINGLE FAMILY	35901 SW 187 AVE	78,726	28,726
30-7825-015-0110	0101	SINGLE FAMILY	35891 SW 187 AVE	78,318	28,318
30-7825-015-0120	0101	SINGLE FAMILY	35871 SW 187 AVE	85,673	25,000
30-7825-015-0130	0101	SINGLE FAMILY	35841 SW 187 AVE	89,161	25,000
30-7825-015-0140	0101	SINGLE FAMILY	35831 SW 187 AVE	78,794	25,000
30-7825-015-0150	0101	SINGLE FAMILY	35801 SW 187 AVE	91,567	25,000
30-7825-015-0160	0101	SINGLE FAMILY	35800 SW 186 AVE	81,669	25,000
30-7825-015-0170	0101	SINGLE FAMILY	35830 SW 186 AVE	83,257	33,257
30-7825-015-0180	0101	SINGLE FAMILY	35840 SW 186 AVE	79,160	25,000
30-7825-015-0190	0101	SINGLE FAMILY	35870 SW 186 AVE	81,624	31,624
30-7825-015-0200	0101	SINGLE FAMILY	35890 SW 186 AVE	83,946	25,000
30-7825-015-0210	0101	SINGLE FAMILY	18604 SW 359 ST	79,139	29,139
30-7825-015-0220	0101	SINGLE FAMILY	18584 SW 359 ST	79,250	25,000
30-7825-015-0230	0101	SINGLE FAMILY	18534 SW 359 ST	90,498	25,000
30-7825-015-0240	0101	SINGLE FAMILY	18524 SW 359 ST	79,893	25,000
30-7825-015-0250	0101	SINGLE FAMILY	35895 SW 185 CT	87,311	25,000
30-7825-015-0260	0101	SINGLE FAMILY	35875 SW 185 CT	78,277	25,000
30-7825-015-0270	0101	SINGLE FAMILY	35845 SW 185 CT	82,562	25,000
30-7825-015-0280	0101	SINGLE FAMILY	35835 SW 185 CT	80,950	25,000
30-7825-015-0290	0101	SINGLE FAMILY	35825 SW 185 CT	80,978	30,978
30-7825-015-0300	0101	SINGLE FAMILY	35815 SW 185 CT	81,260	25,000
30-7825-015-0310	0101	SINGLE FAMILY	35801 SW 185 CT	73,285	25,000
30-7825-015-0320	0101	SINGLE FAMILY	35795 SW 185 CT	72,729	25,000
30-7825-015-0330	0101	SINGLE FAMILY	35765 SW 185 CT	78,547	25,000
30-7825-015-0340	0101	SINGLE FAMILY	35735 SW 185 CT	91,881	25,000
30-7825-015-0350	0101	SINGLE FAMILY	35715 SW 185 CT	82,855	25,000
30-7825-015-0360	0101	SINGLE FAMILY	18521 SW 357 ST	86,968	86,968
30-7825-015-0370	0101	SINGLE FAMILY	18531 SW 357 ST	88,061	25,000
30-7825-015-0380	0101	SINGLE FAMILY	18541 SW 357 ST	73,803	73,803
30-7825-015-0390	0101	SINGLE FAMILY	18581 SW 357 ST	74,626	25,000
30-7825-015-0400	0101	SINGLE FAMILY	18601 SW 357 ST	85,190	25,000
30-7825-015-0410	0101	SINGLE FAMILY	35700 SW 186 AVE	76,925	26,925
30-7825-015-0420	0101	SINGLE FAMILY	35730 SW 186 AVE	86,566	25,000
30-7825-015-0430	0101	SINGLE FAMILY	35760 SW 186 AVE	71,549	0
30-7825-015-0440	0101	SINGLE FAMILY	35790 SW 186 AVE	83,098	25,000
30-7825-015-0450	0101	SINGLE FAMILY	35791 SW 187 AVE	66,193	25,000
30-7825-015-0460	0101	SINGLE FAMILY	35761 SW 187 AVE	66,240	25,000
30-7825-015-0470	0101	SINGLE FAMILY	35731 SW 187 AVE	76,081	76,081
30-7825-015-0480	0101	SINGLE FAMILY	35701 SW 187 AVE	74,249	74,249
30-7825-015-0490	0101	SINGLE FAMILY	35651 SW 187 AVE	71,269	25,000

30-7825-015-0500	0101	SINGLE FAMILY	35601 SW 187 AVE	77,329	27,329
30-7825-015-0510	0101	SINGLE FAMILY	18640 SW 356 ST	74,619	25,000
30-7825-015-0520	0101	SINGLE FAMILY	18600 SW 356 ST	71,640	25,000
30-7825-015-0530	0101	SINGLE FAMILY	18580 SW 356 ST	91,131	25,000
30-7825-015-0540	0101	SINGLE FAMILY	18540 SW 356 ST	86,033	25,000
30-7825-015-0550	0101	SINGLE FAMILY	18530 SW 356 ST	116,186	66,186
30-7825-015-0560	0101	SINGLE FAMILY	18520 SW 356 ST	76,042	26,042
30-7825-015-0570	0101	SINGLE FAMILY	35794 SW 185 CT	73,632	25,000
30-7825-015-0580	0101	SINGLE FAMILY	35764 SW 185 CT	71,138	71,138
30-7825-015-0590	0101	SINGLE FAMILY	35734 SW 185 CT	78,497	78,497
30-7825-015-0600	0101	SINGLE FAMILY	18542 SW 357 ST	76,712	25,000
30-7825-015-0610	0101	SINGLE FAMILY	35733 SW 186 AVE	84,273	34,273
30-7825-015-0620	0101	SINGLE FAMILY	35763 SW 186 AVE	80,649	25,000
30-7825-015-0630	0101	SINGLE FAMILY	35791 SW 186 AVE	83,189	0
30-7825-015-0640	1713	COMMERCIAL	35801 SW 186 AVE	1,180,015	0
30-7825-015-0650	0081	VACANT LAND		18,760	0
30-7825-015-0660	0101	SINGLE FAMILY	35833 SW 186 AVE	83,986	25,000
30-7825-015-0670	0101	SINGLE FAMILY	35843 SW 186 AVE	81,754	25,000
30-7825-015-0680	0101	SINGLE FAMILY	18583 SW 359 ST	81,131	81,131
30-7825-015-0690	0101	SINGLE FAMILY	18533 SW 359 ST	87,024	25,383
30-7825-015-0700	0101	SINGLE FAMILY	35844 SW 185 CT	84,150	25,000
30-7825-015-0710	0101	SINGLE FAMILY	35834 SW 185 CT	73,060	25,000
30-7825-015-0720	0081	VACANT LAND		19,058	0
30-7825-015-0730	8680	GOVERNMENTAL	18500 SW 356 ST	1,500	0
30-7825-017-0010	0101	SINGLE FAMILY	18515 SW 356 ST	83,582	33,582
30-7825-017-0020	0101	SINGLE FAMILY	18535 SW 356 ST	84,724	0
30-7825-017-0030	0101	SINGLE FAMILY	18555 SW 356 ST	83,029	25,000
30-7825-017-0040	0101	SINGLE FAMILY	18575 SW 356 ST	81,717	25,000
30-7825-017-0050	0101	SINGLE FAMILY	18605 SW 356 ST	82,426	82,426
30-7825-017-0060	0101	SINGLE FAMILY	18635 SW 356 ST	82,777	25,000
30-7825-017-0070	0101	SINGLE FAMILY	18665 SW 356 ST	82,076	25,000
30-7825-017-0080	0101	SINGLE FAMILY	18695 SW 356 ST	84,154	25,000
30-7825-017-0090	0101	SINGLE FAMILY	18694 SW 355 TER	83,232	25,136
30-7825-017-0100	0101	SINGLE FAMILY	18664 SW 355 TER	79,100	25,000
30-7825-017-0110	0101	SINGLE FAMILY	18634 SW 355 TER	82,426	0
30-7825-017-0120	0101	SINGLE FAMILY	18604 SW 355 TER	82,426	25,000
30-7825-017-0130	0101	SINGLE FAMILY	18564 SW 355 TER	82,426	25,000
30-7825-017-0140	0101	SINGLE FAMILY	18534 SW 355 TER	85,372	35,372
30-7825-017-0150	0101	SINGLE FAMILY	18504 SW 355 TER	86,402	25,000
30-7825-017-0160	0101	SINGLE FAMILY	18503 SW 355 TER	99,617	31,815
30-7825-017-0170	0101	SINGLE FAMILY	18533 SW 355 TER	81,474	25,000
30-7825-017-0180	0101	SINGLE FAMILY	18563 SW 355 TER	101,277	38,437
30-7825-017-0190	0101	SINGLE FAMILY	18593 SW 355 TER	91,989	28,834
30-7825-017-0200	0101	SINGLE FAMILY	18613 SW 355 TER	84,976	25,000
30-7825-017-0210	7241	INSTITUTIONAL	35501 SW 187 AVE	883,699	0
30-7825-017-0260	0101	SINGLE FAMILY	18612 SW 354 TER	84,256	25,000
30-7825-017-0270	0101	SINGLE FAMILY	18592 SW 354 TER	83,603	25,000

30-7825-017-0280	0101	SINGLE FAMILY	18562 SW 354 TER	84,581	25,000
30-7825-017-0290	0101	SINGLE FAMILY	18532 SW 354 TER	84,487	25,000
30-7825-017-0300	0101	SINGLE FAMILY	18502 SW 354 TER	87,871	87,871
30-7825-017-0310	0101	SINGLE FAMILY	18501 SW 354 TER	83,629	25,000
30-7825-017-0320	0101	SINGLE FAMILY	18531 SW 354 TER	88,050	25,000
30-7825-017-0330	0101	SINGLE FAMILY	18561 SW 354 TER	83,065	25,000
30-7825-017-0340	0101	SINGLE FAMILY	18591 SW 354 TER	83,462	83,462
30-7825-017-0350	0101	SINGLE FAMILY	18601 SW 354 TER	83,464	25,000
30-7825-017-0360	0101	SINGLE FAMILY	18631 SW 354 TER	106,430	56,430
30-7825-017-0370	0101	SINGLE FAMILY	18661 SW 354 TER	83,073	25,000
30-7825-017-0380	0101	SINGLE FAMILY	18691 SW 354 TER	83,664	33,664
30-7835-000-0010	5381	AGRICULTURE		501,050	22,775
30-7835-000-0020	9981	VACANT LAND		229,840	229,840
30-7835-000-0030	5001	AGRICULTURE	18850 SW 360 ST	899,613	569,020
30-7835-000-0032	6681	AGRICULTURE		549,230	26,962
30-7835-000-0035	9981	VACANT LAND		1,035,980	47,090
30-7835-000-0040	5381	AGRICULTURE		826,100	47,804
30-7835-000-0070	5381	AGRICULTURE		240,000	10,000
30-7835-000-0091	0101	SINGLE FAMILY	36105 SW 192 AVE	201,320	0
30-7835-000-0110	5381	AGRICULTURE		390,800	24,425
30-7835-000-0140	5381	AGRICULTURE		400,000	25,000
30-7835-000-0150	5381	AGRICULTURE		400,000	25,000
30-7835-000-0160	6681	AGRICULTURE		400,000	29,000
30-7835-000-0290	5381	AGRICULTURE		350,000	25,000
30-7835-000-0310	9981	VACANT LAND		200,000	200,000
30-7835-000-0320	5381	AGRICULTURE		292,200	24,350
30-7835-000-0330	5381	AGRICULTURE		350,000	25,000
30-7835-000-0331	5381	AGRICULTURE		200,000	12,500
30-7835-000-0340	5381	AGRICULTURE		262,500	18,750
30-7835-000-0350	5381	AGRICULTURE		262,500	18,750
30-7835-000-0360	5381	AGRICULTURE		299,100	36,475
30-7835-000-0370	5381	AGRICULTURE		299,100	24,925
30-7835-000-0380	9981	VACANT LAND		200,000	200,000
30-7835-000-0390	5381	AGRICULTURE		547,500	75,279
30-7835-000-0391	9981	VACANT LAND		1,168,200	45,960
30-7835-000-0400	6681	AGRICULTURE		559,250	29,100
30-7835-000-0401	5381	AGRICULTURE		190,800	11,925
30-7835-000-0410	2865	PARKING		601,557	39,057
30-7835-000-0411	5381	AGRICULTURE		308,800	109,030
30-7835-000-0420	5381	AGRICULTURE		400,000	25,000
30-7835-001-0010	7241	INSTITUTIONAL		3,630	3,630
30-7835-001-0020	9981	VACANT LAND		3,850	3,850
30-7835-002-0010	9966	VACANT LAND	36701 SW 192 AVE	193,657	193,657
30-7836-000-0012	6981	AGRICULTURE	17900 SW 360 ST	1,090,000	226,956
30-7836-000-0013	6981	AGRICULTURE		420,800	130,692
30-7836-000-0014	9981	VACANT LAND		126,990	126,990
30-7836-000-0080	8980	GOVERNMENTAL	S 1/2	250,000	0

30-7836-000-0081	9981	VACANT LAND	N 1/2	227,250	227,250
30-7836-000-0090	5381	AGRICULTURE		262,350	11,925
30-7836-000-0091	9981	VACANT LAND		162,500	162,500
30-7836-000-0093	8980	GOVERNMENTAL		250,000	0
30-7836-000-0095	5381	AGRICULTURE		262,350	11,925
30-7836-000-0100	5381	AGRICULTURE		1,123,400	116,150
30-7836-000-0110	6981	AGRICULTURE		382,000	34,380
30-7836-000-0120	5001	AGRICULTURE	18690 SW 360 ST	545,270	321,981
30-7836-000-0140	6681	AGRICULTURE		150,000	6,750
30-7836-000-0150	5381	AGRICULTURE		275,000	25,000
30-7836-000-0151	5066	AGRICULTURE		414,847	17,347
30-7836-000-0160	6981	AGRICULTURE		954,000	411,120
30-7836-000-0290	5381	AGRICULTURE		625,000	37,500
30-7836-000-0590	5381	AGRICULTURE		225,000	12,500
30-8801-000-0020	6981	AGRICULTURE		240,000	36,000
30-8801-000-0040	8780	GOVERNMENTAL		700,000	0
30-8801-000-0050	9981	VACANT LAND		152,800	152,800
30-8801-000-0060	9981	VACANT LAND		152,800	152,800
30-8801-000-0070	9981	VACANT LAND		19,080	19,080
30-8801-000-0075	9981	VACANT LAND		19,080	19,080
30-8801-000-0080	9981	VACANT LAND		298,560	298,560
30-8801-000-0090	9981	VACANT LAND		36,360	36,360
30-8801-000-0100	9981	VACANT LAND		100,000	100,000
30-8801-000-0110	9981	VACANT LAND		20,000	20,000
30-8801-000-0111	9981	VACANT LAND		20,000	20,000
30-8801-000-0150	8780	GOVERNMENTAL		74,544	0
30-8801-000-0170	8780	GOVERNMENTAL		39,080	0
30-8801-000-0190	8780	GOVERNMENTAL		150,800	0
30-8801-000-0250	8780	GOVERNMENTAL		160,000	0
30-8801-000-0310	9981	VACANT LAND		20,000	20,000
30-8801-000-0320	9981	VACANT LAND		20,000	20,000
30-8801-000-1460	8680	GOVERNMENTAL		6,080	0
				36,906,567	8,471,582

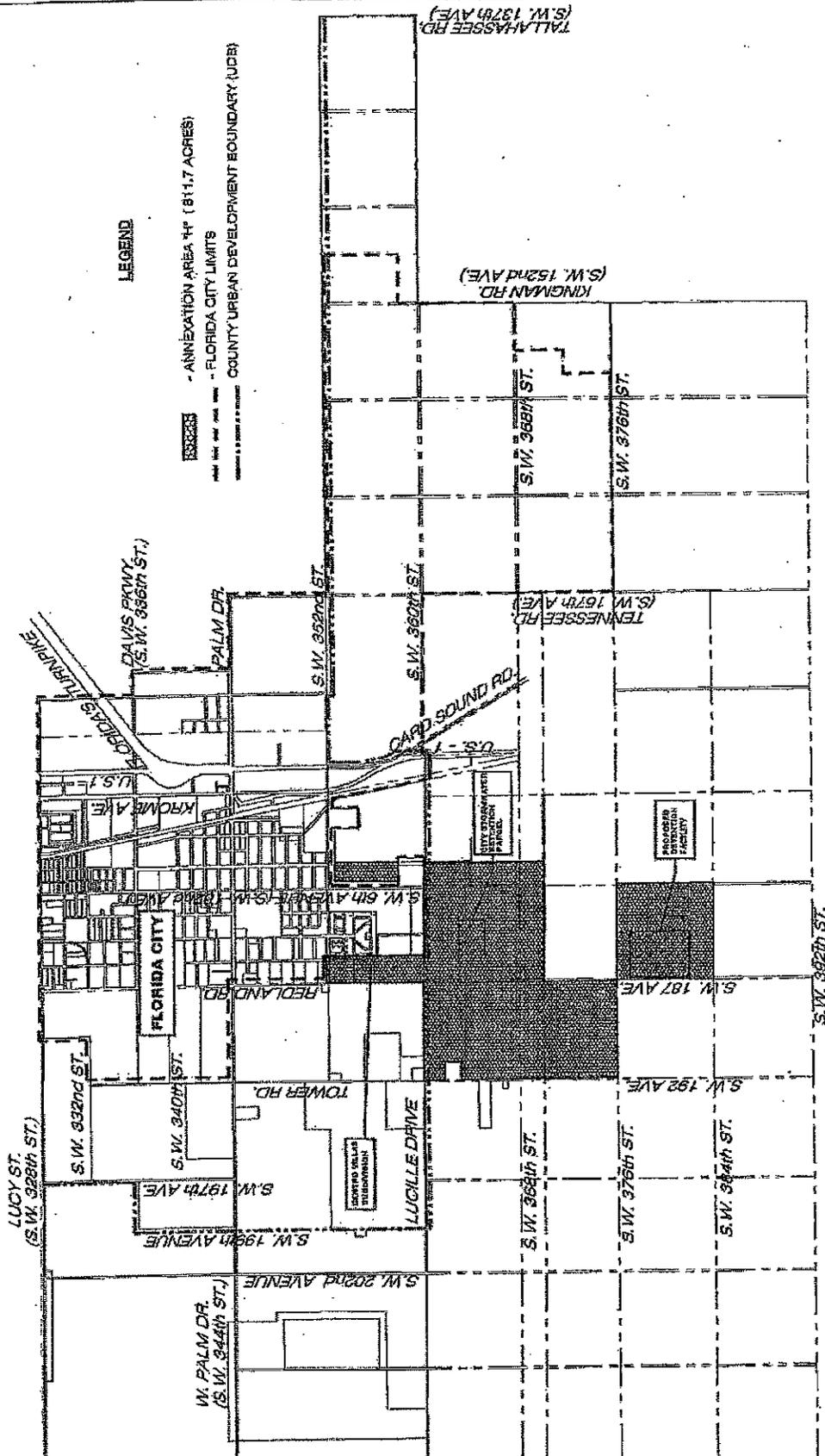
Exhibit I

FLORIDA CITY'S WATER AND SEWER SERVICE AREA

Exhibit J

CITY-OWNED PARCELS MAP

CITY OF FLORIDA CITY: PROPOSED ANNEXATION AREA "H"



LEGEND

- ANNEXATION AREA "H" (811.7 ACRES)
- FLORIDA CITY LIMITS
- COUNTY URBAN DEVELOPMENT BOUNDARY (UCDB)

CITY MAP
SCALE: 1" = 1200'

ILER PLANNING
www.ilerplanning.com

EALUSETT ENGINEERING & ARCHITECTURE, INC.
1000 S.W. 15th Ave., Suite 200
Tallahassee, FL 32304
TEL: 904.224.1111 FAX: 904.224.1112
WWW.EALUSETTENGINEERING.COM

JUNE 29 2011

Exhibit K

RESIDENTIAL DEVELOPMENT CERTIFICATE OF

MDC PLANNING AND ZONING DIRECTOR

(Applied for: 9-2-2011)



Community Development Department

September 2, 2011

Marc LaFerrier, AICP, Director
Miami-Dade County Department of Planning and Zoning
111 NW 1st Street, 11th Floor
Miami, Florida 33128

Re: Florida City Annexation Application – Residential Certificate

Dear Mr. LaFerrier:

Attached is Resolution No. 11-19 recently adopted by the Florida City Commission approving the submittal of an application to the County for the annexation of an 812-acre area southwest of Florida City designated as "Area H." The resolution also contains the legal description and a map of the Area. In addition, the voter certification from the Elections Department is included herein indicating that 213 registered voters reside there.

County Code Section 20-3 (G) requires that we obtain a certification from your office certifying the percentage of residential development in Area H. We would be most appreciative if you could provide this document as soon as workload permits.

Please contact the City's Planner, Henry Iler at (866) 626-7067 x. 101 or henry@ilerplanning.com should you have any questions or comments regarding this request.

Sincerely,

William Kiriloff
Community Development Director

C.c. Mayor Otis Wallace
Henry Iler, AICP, ILER PLANNING

RESOLUTION NO. 11-19

A RESOLUTION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING THE FILING OF AN APPLICATION WITH MIAMI-DADE COUNTY FOR THE ANNEXATION OF AREA "H" CONSISTING OF 812 ACRES AND GENERALLY LOCATED SOUTH OF THE CURRENT CITY BOUNDARY INTO THE CORPORATE LIMITS OF THE CITY OF FLORIDA CITY PURSUANT TO CHAPTER 20 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES

WHEREAS, the subject Annexation Area H is 812 acres in size and generally bounded on the north by SW 362nd Street, on the west by SW 192nd Avenue, on the south by SW 384th Street, and on the east by SW 120th Avenue; and

WHEREAS, Area H is legally described in Exhibit A and delineated in Exhibit B; and

WHEREAS, the City Commission has determined that the annexation of Area H into the City limits is in the long-term best interest of Florida City; and

WHEREAS, Section 20-3 of the Miami-Dade County Code of Ordinances requires a local government resolution, considered at an advertised public hearing, approving submission of any application for the annexation of unincorporated property into the jurisdictional limits of a City; and

WHEREAS, notice of the public hearing was sent to all Area H property owners, and owners within 500 feet of the Area, and published in a newspaper of general circulation prior to the hearing, consistent with Chapter 20 of the County Code; and

WHEREAS, City staff has prepared an Annexation Report for Area H, dated 6-29-2011, addressing the requirements of Section 20-3 of the Miami-Dade County Code of Ordinances which is incorporated herein by reference; and

WHEREAS, the City Commission finds that the proposed annexation is consistent with the goals and objectives of the adopted City's Comprehensive Development Master Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, THAT:

Section 1. All of the foregoing recitals are true and correct, and adopted as an integral part of the resolution.

Section 2. Based on a property owner request, the Commission finds that two (2) parcels totaling approximately 5.4 acres in size should be removed from within the boundary of proposed Annexation Area "H." The subject parcels are located on the east side of SW 192nd Avenue (Fowler Road) approximately 500 feet south of SW 360th Street and were identified by County parcel photo number during the hearing. Prior to final execution, staff is directed to amend this Resolution to describe and depict the revised Area "H" boundary with the subject parcels deleted.

Section 3. The Mayor is given full authority to execute and submit the annexation application for Area H, legally described in Exhibit "A," on behalf of Florida City to the Board of County Commissioners of Miami-Dade County, Florida, pursuant to Section 20-3 of the Miami-Dade County Code, and request formal County approval of the annexation of Area H into the corporate limits of the City.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Mayor and City Commission of the City of Florida City, Florida this 29th day of June, 2011.


Otis T. Wallace, Mayor

ATTEST:


Jennifer Evelyn, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Regine Mordessine, City Attorney

Offered by: Mayor

Motion to adopt by Comm. Dorsett recorded by Comm. Butler

FINAL VOIE AT ADOPTION	
Mayor Otis T. Wallace	<u>Yes</u>
Vice Mayor Eugene D. Beny	<u>Absent</u>
Commissioner Sharon Butler	<u>Yes</u>
Commissioner R.S. Shiver	<u>Yes</u>
Commissioner Daurell Dorsett	<u>Yes</u>

**City of Florida City
Annexation Area "H"**

Legal Description

(6-29-11)

The West ½ of the West ½ of the SE ¼ of Section 25, Township 57 South, Range 38 East, less Lots 1 through 50 of Block 8 and Lots 1 through 50 of Block 9, of the Florida City Realty Company's Subdivision, according to the plat thereof as recorded in Plat Book 14 Page 50 of the public records of Miami-Dade County, Florida; and the West ½ of the West ½ of the Southwest ¼ of Section 25, Township 57 South, Range 38 East; and the West ½ of the West ½ of the East ½ of Section 36, Township 57 South, Range 38 East, less the South 1,980 feet thereof; and the West ½ of Section 36 Township 57 South, Range 38 East, less the South 1,980 feet thereof; and the East ½ of Section 35 Township 57 South, Range 38 East less the West 528 feet of the South 124 feet of the West ½ of the NW ¼ of the NW ¼ of the NE ¼ thereof and less the West 528 feet of the North ½ of the SW ¼ of the NW ¼ of the NE ¼ thereof; and the NW ¼ of Section 1, Township 58 South, Range 38 East of the Public Records of Miami-Dade County, Florida.



Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-VOTE F 305-499-8547
TTY: 305-499-8480

miamidadc.gov

CERTIFICATION

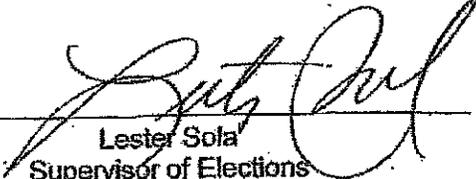
STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Lester Sola, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that Florida City Annexation Area "H" has 213 voters. See description below:

Area H: The West 1/2 of the West 1/2 of the SE 1/4 of Section 25, Township 57 South, Range 38 East, less Lots 1 through 50 of Block 8 and Lots 1 through 50 of Block 9, of the Florida City Realty Company's Subdivision, according to the plat thereof as recorded in Plat Book 14 Page 50 of the public records of Miami-Dade County, Florida; and the West 1/2 of the West 1/2 of the Southwest 1/4 of Section 25, Township 57 South, Range 38 East; and the West 1/2 of the West 1/2 of the East 1/2 of Section 36, Township 57 South, Range 38 East, less the South 1,980 feet thereof; and the West 1/2 of Section 36 Township 57 South, Range 38 East, less the South 1,980 feet thereof; and the East 1/2 of Section 35 Township 57 South, Range 38 East less the West 528 feet of the South 124 feet of the West 1/2 of the NW 1/4 of the NW 1/4 of the NE 1/4 thereof and less the West 528 feet of the North 1/2 of the SW 1/4 of the NW 1/4 of the NE 1/4 thereof; and the NW 1/4 of Section 1, Township 58 South, Range 38 East of the Public Records of Miami-Dade County, Florida.

WITNESS MY HAND
AND OFFICIAL SEAL,
AT MIAMI, MIAMI-DADE
COUNTY, FLORIDA,
ON THIS 1st DAY OF
SEPTEMBER, 2011


Lester Sola
Supervisor of Elections
Miami-Dade County

Delivering Excellence Every Day

Please submit a check for \$270.00 to our office payable to the "Board of County Commissioners" for the cost of research and labor.