



## MEMORANDUM

Agenda Item No. 15(A)(3)

TO: Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

DATE: May 18, 2021

FROM: Honorable Harvey Ruvin, Clerk  
Circuit and County Courts

SUBJECT: Resolution Authorizing  
Intergovernmental  
Cooperation Agreement  
with the City of Miami

Melissa Adames, Director  
Clerk of the Board Division

Resolution No. R-524-21

Section 2-70(6) of the Miami-Dade County Code provides that the Property Appraiser may submit resolutions, ordinances, or reports related to his duties to the Clerk of the Board for placement on the next available agenda of the Miami-Dade County Board of County of Commissioners.

Attached for your consideration is a proposed resolution submitted by the Property Appraiser authorizing Intergovernmental Cooperation Agreement with the City of Miami.

MA/dmc

Attachment

# Memorandum



**Date:** May 18, 2021

**To:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**From:** Pedro J. Garcia, MNAA  
Property Appraiser 

**Subject:** Resolution Authorizing Intergovernmental Cooperation Agreement with the City of Miami

---

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize execution of the attached Intergovernmental Cooperation Agreement (Agreement) by and among Miami-Dade County on behalf of the Tax Collector (Collector), Miami-Dade County Office of the Property Appraiser (Appraiser) and the City of Miami to utilize the uniform method for the levy, collection and enforcement of non-ad valorem assessments, as prescribed in Section 197.3632, Florida Statutes.

## **Scope**

The City is located within County Commission District 7, which is represented by Commissioner Raquel A. Regalado as well as District 3, represented by Commissioner Keon Hardemon. The City has requested that the Appraiser and Collector include its proposed or adopted non-ad valorem assessments for the cost of stabilizing and improving the Wynwood Business Improvement District (BID), on the notice of proposed taxes as specified in Section 200.069, Florida Statutes, and on the combined notice of ad valorem and non-ad valorem assessments provided for in Sections 197.3632 and 197.3635, Florida Statutes.

## **Delegation of Authority**

This item authorizes the County Mayor or County Mayor's designee to execute the agreement approved by this item on behalf of the Tax Collector, following approval by the County Attorney's Office as to legal sufficiency.

## **Fiscal Impact/Funding Source**

The City agrees that the County shall be entitled to retain two percent on the amount of special assessments collected and remitted to cover all the County's associated costs. There is no negative fiscal impact to the County because of this Agreement.

## **Track Record/Monitor**

The City agrees that all certified assessment rolls will be maintained and transmitted to the Appraiser and Collector on compatible electronic medium as defined in Section 197.3632(1), Florida Statutes. The Agreement is managed by the Office of the Property Appraiser.

## **Background**

In accordance with Sections 197.3632 and 197.3635, Florida Statutes, and the Agreement, the City will charge separate non-ad valorem assessments for the cost of stabilizing and improving the Wynwood Business Improvement District (BID). The Agreement affords the City the convenience and financial

savings of utilizing the TRIM notice and combined tax bill for collection of its non-ad valorem assessments.

Use of the ad valorem method for collection of these assessments could result in issuance of tax certificates, tax deeds and the loss of title to the property, if said assessments are not paid by the property owners. The term of this Agreement commences with special assessments collected in 2021 and continues until cancelled by either party.



## MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** May 18, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 15(A)(3)

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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor Agenda Item No. 15(A)(3)  
Veto \_\_\_\_\_ 5-18-21  
Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_ R-524-21

RESOLUTION APPROVING THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF MIAMI, MIAMI-DADE COUNTY, AND THE MIAMI-DADE COUNTY OFFICE OF THE PROPERTY APPRAISER IN ACCORDANCE WITH THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS CONTAINED IN SECTIONS 197.3632 AND 197.3635 OF THE FLORIDA STATUTES; AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE SAME AND EXERCISE PROVISIONS CONTAINED THEREIN, INCLUDING CANCELLATION

**WHEREAS**, the City of Miami (“the City”) has adopted a resolution, numbered 21-0041, attached hereto as Exhibit A, setting forth the City’s intent to use the uniform method for the levy and collection of certain non-ad valorem assessments; and

**WHEREAS**, prior to the public hearing at which Resolution 21-0041 was adopted, the City published notice of its intent to consider utilization of the uniform method of levy, collection and enforcement of non-ad valorem assessments, as demonstrated by Exhibit B; and

**WHEREAS**, the City wishes to enter into an agreement with the Miami-Dade County Office of the Property Appraiser (the “Property Appraiser”) and Miami-Dade County (the “County”), in substantially the form attached hereto as Exhibit C, to collect these non-ad valorem assessments by placing them on the TRIM notice and tax bill; and

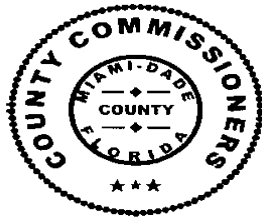
**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that, in accordance with sections 197.3632 and 197.3635 of the Florida Statutes, the uniform method for the levy, collection and enforcement of non-ad valorem assessments, this Board hereby approves the attached Intergovernmental Cooperation Agreement between the City, the County, and the Property Appraiser to provide services to the City (“Agreement”). This Board hereby further authorizes the Mayor or designee to execute the Agreement on behalf of the County, in substantially the form attached hereto, and to exercise the provisions contained therein, including cancellation.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

|                                       |            |
|---------------------------------------|------------|
| Jose “Pepe” Diaz, Chairman            | <b>aye</b> |
| Oliver G. Gilbert, III, Vice-Chairman | <b>aye</b> |
| Sen. René García                      | <b>aye</b> |
| Sally A. Heyman                       | <b>aye</b> |
| Eileen Higgins                        | <b>aye</b> |
| Kionne L. McGhee                      | <b>aye</b> |
| Raquel A. Regalado                    | <b>aye</b> |
| Sen. Javier D. Souto                  | <b>aye</b> |
| Keon Hardemon                         | <b>aye</b> |
| Danielle Cohen Higgins                | <b>aye</b> |
| Joe A. Martinez                       | <b>aye</b> |
| Jean Monestime                        | <b>aye</b> |
| Rebeca Sosa                           | <b>aye</b> |

The Chairperson thereupon declared the resolution duly passed and adopted this 18<sup>th</sup> day of May, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Melissa Adames**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

RC

Ryan Carlin

EXHIBIT A  
CITY OF MIAMI RESOLUTION





# City of Miami

## Legislation

### Resolution: R-21-0041

City Hall  
3500 Pan American Drive  
Miami, FL 33133  
www.miamigov.com

File Number: 8419

Final Action Date: 1/28/2021

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), FOLLOWING AN ADVERTISED PUBLIC HEARING PURSUANT TO SECTION 197.3632, FLORIDA STATUTES, EXPRESSING ITS INTENT TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR THE WYNWOOD BUSINESS IMPROVEMENT DISTRICT ("BID"); PROVIDING FOR THE NEED FOR THE LEVY OF SAID ASSESSMENTS; PROVIDING FOR A DESCRIPTION OF THE LEGAL BOUNDARIES OF THE BID AREA THAT IS SUBJECT TO THE ASSESSMENTS AS SET FORTH IN COMPOSITE EXHIBIT "A," ATTACHED AND INCORPORATED; PROVIDING FOR A COPY OF THIS RESOLUTION TO BE SENT TO THE PROPERTY APPRAISER FOR MIAMI-DADE COUNTY, THE TAX COLLECTOR FOR MIAMI-DADE COUNTY, AND THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE INTERGOVERNMENTAL COOPERATION AGREEMENT AND ANY AND ALL OTHER NECESSARY DOCUMENTS TO IMPLEMENT THE CITY COMMISSION'S INTENT, ALL IN FORMS ACCEPTABLE TO THE CITY ATTORNEY.

WHEREAS, pursuant to Resolution No. R-13-0136 adopted April 11, 2013, attached and incorporated as part of Composite Exhibit "A", the City Commission established the Wynwood Business Improvement District ("BID") within the City of Miami ("City"); and

WHEREAS, pursuant to Resolution No. R-13-0228 adopted June 13, 2013, the City Commission fixed the final assessment roll for the BID; and

WHEREAS, Section 197.3632, Florida Statutes, provides authority for local governments to use the uniform method ("Uniform Method") of collecting non-ad valorem assessments for any assessments levied pursuant to general or special law or local government ordinance or resolution; and

WHEREAS, the City Commission has determined that the collection and enforcement of BID assessments can be best accomplished through the Uniform Method for collecting non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes; and

WHEREAS, in accordance with Section 197.3632, Florida Statutes, and Miami-Dade County ("County") requirements, a copy of this Resolution is required to be sent to the County's Property Appraiser, the County's Tax Collector, and the Department of Revenue of the State of Florida ("FDOR"); and

WHEREAS, the County additionally requires the City and the BID to enter into an Intergovernmental Cooperation Agreement with the County ("Intergovernmental Agreement") in order to utilize the Uniform Method and to set forth the terms and conditions thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The City Commission authorizes the use of the Uniform Method for collecting non-ad valorem assessments for the BID pursuant to Section 197.3632, Florida Statutes.

Section 3. The City Commission hereby finds and determines that collection of assessments levied within the BID boundaries is needed for the benefit of the properties that are specially benefited by the BID and the use of the Uniform Method of collecting the non-ad valorem assessments is necessary to achieve a more efficient and orderly collection of such assessments and is in the public's best interest.

Section 4. The BID boundaries consist of the commercial properties adjoining and contiguous or bounding and abutting upon such improvements or specially benefited thereby and further designated by the final assessment map, attached incorporated as part of Composite Exhibit "A", contained in Resolution No. R-13-0136 adopted April 11, 2013, which includes the specific folios included and excluded as set forth below:

All lots and lands (on Exhibits "A-1" and "A-2" attached hereto and incorporated hereby as parts of Composite Exhibit "A") are adjoining and contiguous or bounding and abutting upon such improvements or specially benefited thereby and are further designated by the assessment map thereafter provided, which include all of the commercial properties consisting of a forty-seven (47) block area of the central commercial core of Wynwood within the City's limits on the properties abutting as set forth below:

BID Boundaries / East - West Streets

1. Northwest 29th Street (South side only) from the East side of Northwest 5th Avenue to the West side of Northwest 2nd Avenue.
  - a. The following folio on the South side of Northwest 29th Street will be excluded from the BID:
    - i. 01-3125-024-2890
2. Northwest 29th Street (North & South Sides) from the East side of Northwest 2nd Avenue to the West side of North Miami Avenue.
  - a. The following folios on the North side of Northwest 29th Street will be excluded from the BID:
    - i. 01-3125-028-0510
    - ii. 01-3125-028-0520
    - iii. 01-3125-028-0530
    - iv. 01-3125-028-0540
    - v. 01-3125-028-0560
    - vi. 01-3125-028-0570
  - b. The following folios on the South side of Northwest 29th Street will be excluded from the BID:

- i. 01-3125-028-1140
  - ii. 01-3125-028-0900
- 3. Northeast 29th Street (South side only) from the East side of North Miami Avenue to the West side of the railroad tracks.
  - a. The following folio on the South side of Northwest 29th Street will be excluded from the BID:
    - i. 01-3125-004-0130
- 4. Northwest 28th Street (North & South sides) from the East side of Northwest 5th Avenue to the East side of Northwest 2nd Avenue.
  - a. The following folio on the North side of Northwest 28th Street will be excluded from the BID:
    - i. 01-3125-024-2930
  - b. The following folio on the South side of Northwest 28th Street will be excluded from the BID:
    - i. 01-3125-032-0530
- 5. Northeast 28th Street (North & South sides) from the East side of North Miami Avenue to the West side of the railroad tracks.
  - a. The following folios on the North side of Northeast 28th Street will be excluded from the BID:
    - i. 01-3125-005-0510
    - ii. 01-3125-005-0470
    - iii. 01-3125-005-0480
    - iv. 01-3125-005-0450
  - b. The following folios on the South side of Northeast 28th Street will be excluded from the BID:
    - i. 01-3125-005-0430
    - ii. 01-3125-005-0440
- 6. Northwest 27th Street (North & South sides) from the East side of Northwest 5th Avenue to the East side of Northwest 2nd Avenue.
  - a. The following folio on the North side of Northwest 27th Street will be excluded from the BID:
    - i. 01-3125-032-0530
  - b. The following folio on the South side of Northwest 27th Street will be excluded from the BID:
    - i. 01-3125-032-0350
- 7. Northeast 27th Street (North & South sides) from the East side of North Miami Avenue to the West side of the railroad tracks.
- 8. Northwest 26th Street (North & South sides) from the East side of Northwest 5th Avenue to the West side of Northwest 2nd Avenue.

- a. The following folio on the North side of Northwest 26th Street will be excluded from the BID:
    - i. 01-3125-032-0370
  - b. The following folio on the South side of Northwest 26th Street will be excluded from the BID:
    - i. 01-3125-032-0240
9. Northwest 26th Street (South side only) from the East side of Northwest 2nd Avenue to the West side of Northwest 1st Avenue.
- a. The following folios on the North and South sides of Northwest 26th Street and East of Northwest 2nd Avenue will be included in the BID:
    - i. 01-3125-029-1010
    - ii. 01-3125-029-1000
    - iii. 01-3125-029-0980
  - b. The following folios on the South side of Northwest 26th Street will be excluded from the BID:
    - i. 01-3125-029-0990
    - ii. 01-3125-029-0970
    - iii. 01-3125-029-0960
    - iv. 01-3125-029-0950
    - v. 01-3125-029-0940
    - vi. 01-3125-029-0930
    - vii. 01-3125-029-0920
    - viii. 01-3125-029-0910
10. Northeast 26th Street (North & South sides) from the East side of North Miami Avenue to the West side of the railroad tracks.
11. Northwest 25th Street (North & South sides) from the East side of Northwest 5th Avenue to the West side of Northwest 1st Avenue.
- a. The following folios on the North side of Northwest 25th Street will be excluded from the BID:
    - i. 01-3125-033-0170
    - ii. 01-3125-029-1070
    - iii. 01-3125-029-1080
    - iv. 01-3125-029-1090
    - v. 01-3125-029-1100
    - vi. 01-3125-029-1110
    - vii. 01-3125-029-1140
  - b. The following folio on the South side of Northwest 25th Street will be excluded from the BID:
    - i. 01-3125-033-0210
12. Northwest 25th Street (North & South sides) from the East side of Northwest 1st Avenue to the West side of North Miami Avenue.

- a. The following folios on the North side of Northwest 25th Street will be excluded from the BID:
    - i. 01-3125-029-1280
    - ii. 01-3125-029-1310
    - iii. 01-3125-029-1320
    - iv. 01-3125-029-1330
  - b. The following folio on the South side of Northwest 25th Street will be excluded from the BID:
    - i. 01-3125-036-0100
  - c. The following folios on the North side of Northwest 25th Street will be included in the BID:
    - i. 01-3125-029-1300
    - ii. 01-3125-029-1340
    - iii. 01-3125-029-1345
    - iv. 01-3125-029-1350
13. Northeast 25th Street (North & South sides) from the East side of North Miami Avenue to the West Side of the railroad tracks.
14. Northwest 24th Street (North & South sides) from the East side of Northwest 5th Avenue to the West side of North Miami Avenue.
- a. The following folio on the North side of Northwest 24th Street will be excluded from the BID:
    - i. 01-3125-033-0240
  - b. The following folios on the South side of Northwest 24th Street will be excluded from the BID:
    - i. 01-3125-034-0250
    - ii. 01-3125-034-0440
    - iii. 01-3125-034-0450
    - iv. 01-3125-034-0460
15. Northeast 24th Street (North & South sides) from the East side of North Miami Avenue to the West side of the railroad tracks.
16. Northwest 23rd Street (North & South sides) from the East side of Northwest 5th Avenue to the West side of North Miami Avenue.
- a. The following folios on the North side of Northwest 23rd Street will be excluded from the BID:
    - i. 01-3125-034-0250
    - ii. 01-3125-038-0050
  - b. The following folios on the South side of Northwest 23rd Street will be excluded from the BID:
    - i. 01-3125-038-0050
    - ii. 01-3125-067-0010
    - iii. 01-3125-048-0010

17. Northeast 23rd Street (North & South sides) from the East side of North Miami Avenue to the West side of the railroad tracks.
18. Northwest 22nd Street (North side only) from the East side of Northwest 5th Avenue to the West side of Northwest 2nd Avenue.
19. Northwest 22nd Street (South side only) from the East side of Northwest 2nd Avenue to the West side of Northwest 1st Avenue.
  - a. The following folio on the South side of Northwest 22nd Street will be excluded from the BID:
    - i. 01-3125-054-0330
20. Northwest 21st Street (North side) from the East side of Northwest 2nd Avenue to the West side of Northwest 1st Place.
  - a. The following folios on the South side of Northwest 21st Street will be included in the BID:
    - i. 01-3125-051-0090
    - ii. 01-3125-054-0600

BID Boundaries / North - South Streets

21. Northwest 3rd Avenue (East & West sides) from Northwest 29th Street to Northwest 25th Street.
22. Northwest 2nd Avenue (East & West sides) from Northwest 29th Street to Northwest 21st Street.
23. Northwest 1st Place (East & West sides) from Northwest 23rd Street to Northwest 21st Street.
24. Northwest 1st Court (East & West sides) from Northwest 23rd Street to Northwest 21st Street.
  - a. The following folios on the West side of Northwest 1st Court will be excluded from the BID:
    - i. 01-3125-050-0050
    - ii. 01-3125-050-0060
    - iii. 01-3125-050-0070
  - b. The following folios on the East side of Northwest 1st Court will be excluded from the BID:
    - i. 01-3125-049-0060
    - ii. 01-3125-049-0050
    - iii. 01-3125-054-0330
25. Northwest 1st Avenue (West side only) from Northwest 22nd Street to Northwest 22nd Street.
26. North Miami Avenue (East & West sides) from Northwest 29th Street to Northwest 20th Street.

- a. The following folio on the West side of North Miami Avenue will be excluded from the BID:
  - i. 01-3125-048-0010
- b. The following folios on the East side of North Miami Avenue will be excluded from the BID:
  - i. 01-3125-004-0130
  - ii. 01-3125-004-0140
  - iii. 01-3125-005-0510

**ADDITIONAL FOLIOS INCLUDED IN THE BID AREA**

|                                |                                                           |
|--------------------------------|-----------------------------------------------------------|
| 27. 2700 North Miami Avenue    | 01-3125-083-1010 (ground floor retail wrap frontage only) |
| 28. 94 Northeast 29th Street   | 01-3125-004-0240                                          |
| 29. 115 Northwest 23rd Street  | 01-3125-038-0100                                          |
| 30. 208 Northwest 28th Street  | 01-3125-031-0020                                          |
| 31. 285 Northwest 27th Terrace | 01-3125-031-0110                                          |
| 32. 2137 Northwest 2nd Avenue  | 01-3125-051-0040                                          |
| 33. 260 Northwest 28th Street  | 01-3125-031-0070                                          |

Section 5. Upon the adoption of this Resolution, the City Clerk is directed to send a copy of this Resolution by United States mail, certified return receipt requested, to the County's Property Appraiser, the County's Tax Collector, and FDOR.

Section 6. The City Manager is authorized<sup>1</sup> to negotiate and execute the Intergovernmental Cooperation Agreement and any and all other necessary documents to implement the City Commission's intent, all in forms acceptable to the City Attorney.

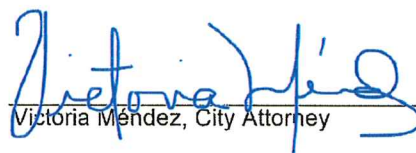
Section 7. The intent expressed herein and the authority granted herein shall continue from year to year until such time as the City Commission intends to discontinue using the Uniform Method of collecting such assessments. At such time as the City Commission intends to discontinue use of the Uniform Method, it shall inform the County's Property Appraiser, the County's Tax Collector, and FDOR on or before January 10<sup>th</sup> of such year.

Section 8. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

  
Victoria Méndez, City Attorney

1/19/2021

  
Victoria Méndez, City Attorney

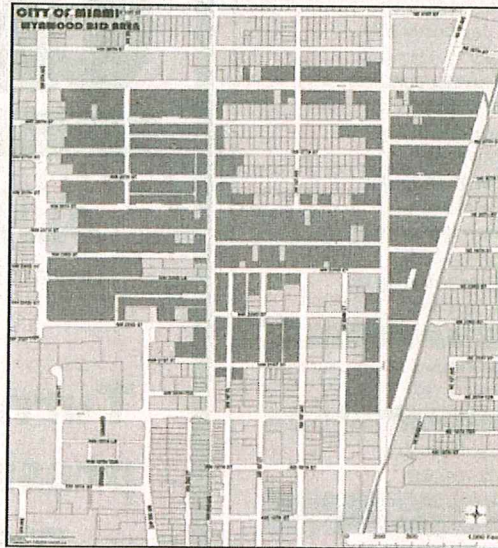
2/8/2021

<sup>1</sup> The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.



**CITY OF MIAMI, FLORIDA  
NOTICE OF PUBLIC HEARING – NOTICE OF INTENT  
TO USE METHOD OF COLLECTING  
NON AD-VALOREM ASSESSMENTS**

The City Commission of Miami, Florida (the "Commission") hereby provides notice, pursuant to Section 197.3632, Florida Statutes, of its intent to use the uniform method of collecting non-ad-valorem special assessments through the Miami-Dade County Tax Collector to be levied within the boundaries of the Wynwood Business Improvement District, as depicted in this notice and as described in Resolution No. 13-0136, adopted April 11, 2013, and on file with the City of Miami Clerk's Office, for the cost of stabilizing and improving the Wynwood Business Improvement District through promotion, management, marketing, and other similar services, commencing for the Fiscal Year beginning October 1, 2013. The Commission will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by Section 197.3632, Florida Statutes, at a public hearing to be held at 10:00 am, or



such time thereafter as can be accommodated, on January 28, 2021, in the Commission Chambers, City Hall, 3500 Pan American Drive, Miami, Florida 33133. Such resolution will state the need for the levy and will contain a description of the boundaries of real property subject to the levy. Copies of the proposed form of resolution, which contains the description of real property subject to the levy, are on file at the Office of the City Clerk of Miami, Florida, 3500 Pan American Drive, Miami, Florida 33133. All interested persons are invited to attend.

All affected property owners have a right to appear in person or by designated representative at the public hearing and may file written comments with the City Commission by filing such comments with the City Clerk's Office at the address listed above. Should any person desire to appeal any decision of the City Commission with respect to any matter considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made, including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 250-5361 (Voice) no later than five (5) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than five (5) business days prior to the proceeding.



Ad No. 36349

Todd B. Hannon  
City Clerk

1/4

21-740000505822M

RECEIVED  
2021 JAN 13 AM 9:22  
OFFICE OF THE CITY CLERK  
CITY OF MIAMI



EXHIBIT B

CITY OF MIAMI PUBLIC NOTICE

## MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

36349

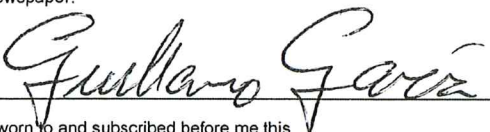
CITY OF MIAMI - NOTICE OF PUBLIC HEARING - NOTICE OF  
INTENT TO USE METHOD OF COLLECTING NON AD-VALORE  
MASSESSMENTS - JAN. 28, 2021

in the XXXX Court,  
was published in said newspaper in the issues of

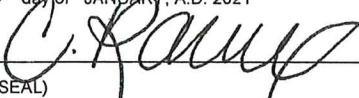
01/04/2021

SEE ATTACHED

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this  
4 day of JANUARY, A.D. 2021



(SEAL)

GUILLERMO GARCIA personally known to me



RECEIVED  
2021 JAN 13 AM 9:22  
OFFICE OF THE CITY CLERK  
CITY OF MIAMI

**MIAMI DAILY BUSINESS REVIEW**

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

RECEIVED

2021 JAN 15 AM 10:26

OFFICE OF THE CITY CLERK  
CITY OF MIAMI

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

36353

CITY OF MIAMI - NOTICE OF PUBLIC HEARING - NOTICE OF  
INTENT TO USE METHOD OF COLLECTING NON AD-VALORE  
M ASSESSMENTS - JAN. 28, 2021

in the XXXX Court,  
was published in said newspaper in the issues of

SEE ATTACHED

01/11/2021

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*Guillermo Garcia*

Sworn to and subscribed before me this  
11 day of JANUARY, A.D. 2021

*C. R. Romy*

(SEAL)

GUILLERMO GARCIA personally known to me



# MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared  
GUILLERMO GARCIA, who on oath says that he or she is the  
DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily  
Business Review f/k/a Miami Review, a daily (except  
Saturday, Sunday and Legal Holidays) newspaper,  
published at Miami in Miami-Dade County, Florida; that the  
attached copy of advertisement, being a Legal Advertisement  
of Notice in the matter of

36357  
CITY OF MIAMI - PUBLIC HEARING - NOTICE OF INTENT TO  
USE METHOD OF COLLECTING NON AD-VALOREM  
ASSESSMENTS - JAN. 28, 2021

in the XXXX Court,  
was published in said newspaper in the issues of

01/25/2021

**SEE ATTACHED**

Affiant further says that the said Miami Daily Business  
Review is a newspaper published at Miami, in said Miami-Dade  
County, Florida and that the said newspaper has heretofore  
been continuously published in said Miami-Dade County, Florida  
each day (except Saturday, Sunday and Legal Holidays) and  
has been entered as second class mail matter at the post  
office in Miami in said Miami-Dade County, Florida, for a period  
of one year next preceding the first publication of the attached  
copy of advertisement; and affiant further says that he or she  
has neither paid nor promised any person, firm or corporation  
any discount, rebate, commission or refund for the purpose of  
securing this advertisement for publication in the said  
newspaper.

*Guillermo Garcia*

Sworn to and subscribed before me this  
25 day of JANUARY, A.D. 2021

*C. R. R. R. R.*

(SEAL)

GUILLERMO GARCIA personally known to me



EXHIBIT C

CITY OF MIAMI INTERGOVERNMENTAL COOPERATION AGREEMENT

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BY AND AMONG  
MIAMI-DADE COUNTY PROPERTY APPRAISER  
AND  
MIAMI –DADE COUNTY TAX COLLECTOR  
AND  
CITY OF MIAMI**

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and among Miami-Dade County Office of the Property Appraiser (hereinafter referred to as (“Property Appraiser”), Florida, Miami-Dade County on behalf of the Tax Collector (hereinafter referred to as “Tax Collector”), Florida, and the City of Miami, Florida, a municipal corporation of the State of Florida (hereinafter referred to as “City”).

**WITNESSETH:**

**WHEREAS**, the City intends to adopt non-ad valorem assessments or special assessments for the cost of stabilizing and improving the Wynwood Business Improvement District (BID) through promotion, management, marketing, and other similar services; and

**WHEREAS**, the City intends to utilize the uniform method of collection, as outlined in Sections 197.3632 and 197.3635, Florida Statutes, for collecting non-ad valorem special assessments for the aforementioned services; and

**WHEREAS**, the City has requested that the Property Appraiser include its adopted non-ad valorem assessments for the cost of stabilizing and improving the BID through promotion, management, marketing, and other similar services on the Notice of Proposed Property Taxes as specified in Section 200.069, Florida Statutes (“TRIM Notice”); and

**WHEREAS**, the City has requested that the Tax Collector include its adopted non-ad valorem assessments for the cost of stabilizing and improving the BID through



promotion, management, marketing, and other similar services on the Combined Notice of Ad Valorem and Non-Ad Valorem Assessments provided for in Section 197.3635, Florida Statutes; and

**WHEREAS**, pursuant to Section 197.3632, Florida Statutes, the City, the Property Appraiser, and the Tax Collector must enter into a written agreement evidencing the Property Appraiser's and the Tax Collector's agreement to place the City's herein specified non-ad valorem assessments on the TRIM Notice and tax bill; and

**WHEREAS**, the City represents that it has duly complied with the Notice provisions and adopted Resolution No. 21-0041 in compliance with the required resolutions set forth in Section 197.3632 Florida Statutes, so as to entitle the City to utilize the non-ad valorem method of collection, and the Tax Collector and Property Appraiser have relied on these representations, and

**NOW, THEREFORE**, for good and valuable consideration and intending to be legally bound hereby, the City, the Property Appraiser, the Tax Collector agree as follows:

1. The City, Property Appraiser, and Tax Collector shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, including the provisions of sections 197.3632, 197.3635, Florida Statutes, as amended, and any applicable rules duly promulgated by the Department of Revenue.
2. The Property Appraiser agrees to place the City's non-ad valorem assessments for the cost of stabilizing and improving the BID through promotion, management, marketing, and other similar services within the City of Miami on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments prepared in accordance with Section 200.069, Florida Statutes.

3. The Tax Collector agrees to the City's request to place its adopted non-ad valorem assessments for the cost of stabilizing and improving the BID through promotion, management, marketing, and other similar services within the City of Miami on the Combined Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments in accordance with Section 197.3635, Florida Statutes.
4. The City agrees that all certified assessment rolls will be maintained and transmitted to the Property Appraiser and the Tax Collector on compatible electronic medium as defined in Section 197.3632(1), Florida Statutes.
5. The City agrees that, in consideration for services herein agreed to be performed by the Tax Collector, the Tax Collector shall be entitled to retain, in the Tax Collector's sole discretion, the actual costs of collection not to exceed two percent (2%) on the amount of special assessments collected and remitted.
6. **Duration of this Agreement.** This Agreement shall take effect upon signing and shall extend to the collection of special assessments for each fiscal year thereafter until canceled by any Party pursuant to Section 10 herein.
7. **Severability of the Provisions in this Agreement.** The provisions in this Agreement, except for Section 4, are intended to be severable. If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions of this Agreement.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
9. **Amendments or Modifications of this Agreement.** It is anticipated by the parties that the terms and conditions of this Agreement will be periodically amended or modified. Such amendments or modifications must be in writing and must be duly executed by the authorized representatives of all parties to this Agreement.
10. **Terms and Cancellation.** The Term of this Agreement shall commence upon the date first above written and shall run through the end of the calendar year and shall automatically be renewed thereafter, for successive terms, not to exceed one year each. Any party may cancel this Agreement at the end of the term upon written notice from the applicable authorized representative of such party to the authorized representatives of all other parties prior to the end of the term.
11. **Intent to be Legally Bound.** By signing this Agreement, the Parties hereto confirm and state that they have carefully read this Agreement, that they know the contents hereof, that they fully expect to carry out each and every provision, and that they intend to be legally bound by the rights and obligations set forth herein.
12. **Indemnification and Hold Harmless.** The City shall indemnify and hold harmless, to the extent permitted by Florida law pursuant to Section 768.28, Florida Statutes, and without waiving its right of sovereign immunity, the Property Appraiser, Tax Collector and their respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property

Appraiser, Tax Collector or their respective 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 negligent or intentional acts or omissions of the City or its employees, agents, servants, partners principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser or Tax Collector where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

13. **Headings.** The headings for each paragraph in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of any provision.
14. **Complete Agreement.** This document shall represent the complete agreement of the Parties.
15. **Public Records.** The Parties recognize that this Agreement is a binding agreement and a public contract, subject to all applicable State of Florida public records laws, to include but not limited to Chapter 119, Florida Statute.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ANY DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT AS A PUBLIC CONTRACT, PLEASE CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 305-416-1800, EMAIL:

PUBLICRECORDS@MIAMIGOV.COM, AND MAILING ADDRESS: PUBLIC RECORDS C/O OFFICE OF THE CITY ATTORNEY, 9TH FLOOR, MIAMI RIVERSIDE CENTER, 444 S.W. 2ND AVENUE, MIAMI, FLORIDA 33130 OR THE CITY'S CONTACT REPRESENTATIVE AS CUSTODIAN OF RECORDS FOR THIS AGREEMENT C/O EXECUTIVE DIRECTOR, WYNWOOD BUSINESS IMPROVEMENT DISTRICT AT TELEPHONE NUMBER 786.615.8828, EMAIL

manny@wynwoodbid.com AND MAILING ADDRESS 50 NW 24 St. Unit #104,  
MIAMI, FLORIDA 33127.

16. **Counterparts; Electronic Signatures.** This Agreement and any amendments hereto may be executed in several counterparts, and all or any of such counterparts taken together shall be deemed to constitute one and the same instrument. An executed facsimile or electronic scanned copy of this Agreement shall have the same force and effect as an original. The Parties shall be entitled to sign and transmit an electronic signature on this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon written request.

**IN WITNESS WHEREOF**, the Parties hereto execute this Agreement, and they affirm that they have the power to do so on behalf of the City, the Tax Collector, and the Property Appraiser.

(S E A L)

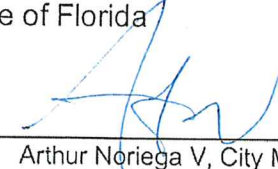
CITY OF MIAMI, FLORIDA

A municipal corporation of the  
State of Florida

ATTEST:

By: 

Todd B. Hannon, City Clerk

By: 

Arthur Noriega V, City Manager

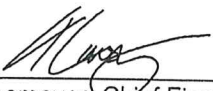
APPROVED AS TO FORM AND  
CORRECTNESS:

By: Barnaby L. Min o/b/o  
Victoria Mendez, City Attorney

APPROVED AS TO INSURANCE  
INSURANCE REQUIREMENTS:

By:   
Ann-Marie Sharpe, Risk Management Director

APPROVED BY ADMINISTRATION:

By:   
Fernando Casamayor, Chief Financial Officer

APPROVED BY WYNWOOD BUSINESS  
IMPROVEMENT DISTRICT:

By:   
Manny Gonzalez, Executive Director

MIAMI-DADE COUNTY, FLORIDA  
OFFICE OF THE PROPERTY APPRAISER

By: \_\_\_\_\_  
Pedro J. Garcia  
Property Appraiser

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

ATTEST:

By: \_\_\_\_\_  
Harvey Ruvin  
County Clerk

By: \_\_\_\_\_  
Daniella Levine Cava  
Mayor

Approved as to legal sufficiency for Miami-Dade County and the Office of the Property  
Appraiser:

By: \_\_\_\_\_  
Assistant County Attorney