



# Board of County Commissioners Regular

March 6, 2007

Prepared by: Scott Rappleye

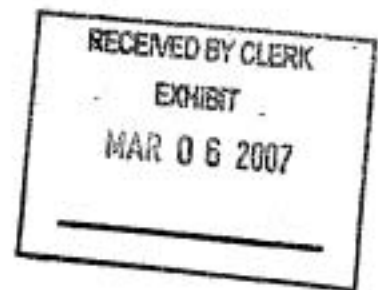
## EXHIBITS LIST

EXHIBIT #	DATE	ITEM #	DESCRIPTION
1	3/6/2007	--	Order of the Day
2	3/6/2007	--	Pull List
3	3/6/2007	--	County Manager's memorandum Changes to Agenda
4	3/6/2007	--	County Attorney's Notes
5	3/6/2007	--	Commissioner Souto letter explaining why he left early.
6	3/6/2007	1E1	1--Julia Tuttle Statue Project
7	3/6/2007	1E1	2--Letter from THE RELATED GROUP OF FLORIDA
8	3/6/2007	1E1	3--Email to Laura C. Morilla from Maria Morales
9	3/6/2007	1E1	4--Year of Julia Tuttle declaration from the City of Miami
10	3/6/2007	1E1	5--Citywatch > brickell/downtown
11	3/6/2007	1E1	6--Miami Today article, February 23, 2006
12	3/6/2007	1E1	7--City of Miami Commission Agenda Item
13	3/6/2007	1E1	8--Julia Tuttle Statue Competition packet
14	3/6/2007	1E1	9--Copy of Resolution No. R-1193-05
15	3/6/2007	1E1	10--Miami-Dade County Commission For Women Pamphlet
16	3/6/2007	1E1	11-Honoring Miami's Founder Pamphlet
17	3/6/2007	4A-D, 5A-C, 7A-G	Machine Vote Sheets, Note: 7C was amended.
18	3/6/2007	5I	1--Declaration of Restrictions
19	3/6/2007	5I	2--Silver Palm Street Maps
20	3/6/2007	5I	3--"Silver Palms Highlights" PowerPoint presentation
21	3/6/2007	6	1--HUD letter to Mayor Alvarez and Chairman Barreiro

22	3/6/2007	6	2--Memorandum from Commissioner Seijas Re: MDHA Issues
23	3/6/2007	6	3—Letter to Mr. Duffie
24	3/6/2007	6	4—Letter to Secretary Jackson
25	3/6/2007	11A44 Amended	Ariel photo of Marlins Stadium proposed site
26	3/6/2007	12B8 Sub.	I Have A Story to Tell, By Devon Vickers --
27	3/6/2007	15D1	Tally and Vote Sheets for Public Library Advisory Board

Exhibit Numbers:

- 1 = Order of the Day
- 2 = Pull List
- 3 = Changes to Agenda (Mayoral or County Manager's Memo)
- 4 = County Attorney's Notes
- 5 = Roll Call Vote Sheets [Check with Assigned Reporter to Verify Item(s)]
- 6 = Machine Vote Sheets
- 7 = Memoranda Re Allocations from Commission Office Funds/District Reserve Funds
- 8 = Memoranda Re Board Appointments
- 9 = Memoranda From Commissioners Re Absenteeism/late
- 10 = All Exhibits Distributed During Meetings: Memoranda, Reports, Maps, PowerPoint Presentations, Petitions (signed), Photographs, and all other Agenda Item-related documents



**MIAMI-DADE BOARD OF COUNTY  
COMMISSIONERS**

**ORDER OF THE DAY**

**Tuesday, March 06, 2007**

**9:30 A.M. CALL TO ORDER**

**ROLL CALL**

**MOMENT OF SILENT MEDITATION**

**PLEDGE OF ALLEGIANCE**

**DEDICATION IN MEMORY OF ROBERT A. CUEVAS,  
AGENDA ITEM 11A43**

**12:00 P.M. BREAK FOR LUNCH**

**1:00 P.M. RECONVENE**

**2:00 P.M. REPORT ON FLORIDA MARLINS,  
AGENDA ITEM 11 A44**



**Miami-Dade County Commissioners**  
**Pull List**  
**Tuesday, March 6, 2007**

Received by the Clerk  
for the record.

MAR 06 2007

Item \_\_\_\_\_  
 Exhibit \_\_\_\_\_  
 Appl. \_\_\_\_\_

Item #	Description	Commissioner
4D	Ordinance Pertaining To Zoning Regulation Of Signs; Authorizing Municipalities To Opt Out Of Regulations Restricting Sign Placement In Proximity To Expressways;	Rolle (co-sponsor)
8A1A	Resolution relating to Opa-Locka Executive Airport; approving assignment of Development Lease Agreement by Opa-Locka Aviation Group to AA Acquisitions LLC	Barreiro, Martinez, Rolle
8A1C	Resolution Relating To North Terminal Development Project At Miami International Airport; Approving The Second County Amendment To Design Services Agreement With Bermello Ajamil & Partners, Inc. For The B-C Infill Interior Finish-Out	Jordan, Souto
8A1D	Resolution Relating To North Terminal Development Project At Miami International Airport; Approving Second County Amendment To The Design Services Agreement With Wolfberg/Alvarez And Partners, Inc. For Concourse D Remodel	Jordan, Souto
8A1E	Resolution Approving Professional Services Agreement Between Environmental Science Associates Corporation And Miami-Dade County For The Aviation Acoustical And Land Use Compatibility Planning Services, Project No. E06-MDAD-02	Edmonson
8A1F	Resolution Approving Professional Services Agreement Between Landrum & Brown, Inc. And Miami-Dade County For The Aviation Acoustical And Land Use Compatibility Planning Services, Project No. E06-MDAD-02 For All County Airports	Edmonson
8A1G	Resolution Approving Professional Engagement Agreement Between Miami-Dade County and Ricondo & Associates, Inc., For Strategic Airport Master Planning Services For The County's System Of Public Use Airports,	Martinez, Seijas
8A1H	Resolution Authorizing Second Amendment To Nonexclusive Management Agreement For Operation Of The Public Parking Facilities At Miami International Airport	Jordan, Sosa
8A1I	Resolution Approving Third Amendment To The Professional Services Agreement With Perez And Perez Architects Planners, Inc., For Mia South Terminal Program Supplemental Architectural/Engineering Services	Jordan, Sosa, Souto
8A1J	Resolution Approving Third Amendment To The Professional Services Agreement With Burns And McDonnell Engineers, Inc., For Mia South Terminal Program Supplemental Architectural/Engineering Services, Project No. H010A At MIA	Souto



**Miami-Dade County Commissioners**  
**Pull List**  
**Tuesday, March 6, 2007**

<b>8E1A</b>	Resolution Designating Miami Daily Business Review As The Newspaper For Publication Of Delinquent Tax Lists In 2007 For 2006 Tax Year In Accordance With Florida Statutes §197.402,	Barreiro, Jordan, Seijas
<b>8I1A</b>	Resolution Authorizing Execution Of An Interlocal Agreement For School Crossing Guard Services Between Miami-Dade County And The City Of South Miami;	Seijas, Sosa
<b>8I1C</b>	Resolution Authorizing Execution Of Six (6) Interlocal Cooperation Agreements With The Cities Of Miami, Miami Beach, Coral Gables, Hialeah, Pinecrest And Aventura Regarding Emergency 911 System Service Fees	Barreiro
<b>8J1A*</b>	Resolution Authorizing Miami-Dade Transit (MDT) To Secure Independent, Certified (MAI, ASA) Real Property Appraisers To Perform Real Property Appraisals On An As-Needed Basis,	Barreiro
<b>8J1E</b>	Resolution Approving The Use Of Surtax Funds For Various Purchase Orders Issued By Miami-Dade Transit (MDT) For Capital Improvements, Maintenance And Operations In Support Of The People's Transportation Plan (PTP)	Sosa
<b>8J1G*</b>	Resolution Authorizing Additional Appropriation of \$19 Million Included Under The Professional Services Agreement Between Miami-Dade County And Parsons Brinckerhoff Quade and Douglas, Inc. To Provide Program Management Consulting Services For The Implementation Of The PTP	Barreiro, Gimenez, Martinez, Sosa, Souto
<b>8J1H*</b>	Resolution Authorizing Execution of The First Supplemental Agreement to The Professional Services Agreement Between Miami-Dade County And Parsons Transportation Group, Inc. in the amount of \$59,800,000.00 Exercising Options to provide Engineering Services for the North Corridor Metrorail Extension	Barreiro, Gimenez, Martinez, Sorenson, Souto
<b>8J1I</b>	Resolution Authorizing Execution Of An Interlocal Agreement With The South Florida Regional Transportation Authority (SFRTA) For Financing Of The Commuter Rail Project	Jordan, Sosa
<b>8J1J</b>	Resolution Authorizing Waiver Of Formal Bid Procedures And Provisions Of Administrative Order 3-38 And Retroactively Authorizing Execution Of A Training Agreement With The Miami-Dade County Public Schools;	Sosa
<b>8L1A</b>	Resolution Retroactively Approving An Agreement Between Miami-Dade County And The Village Of Palmetto Bay For The Provision Of Local Patrol Police Services	Martinez

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**Miami-Dade County Commissioners  
Pull List  
Tuesday, March 6, 2007**

<b>801A</b>	Resolution Ratifying The County Manager's Award Of Contracts Under Full And Open Competition For Goods And Services Valued In Excess Of \$100,000 And Up To \$1,000,000 Executed During The Period October 1, 2006 Through December 31, 2006	Edmonson, Seijas
<b>8P1B</b>	Resolution Approving The Exchange Of A Miami-Dade County Owned Property Appraised At \$100,000.00 Located At 426 NW 7 Street, In Homestead, Florida For \$10,000.00	Sosa
<b>8P1E</b>	Resolution Authorizing The Miami-Dade Public Works Department To Secure Independent, Certified Property Appraisers To Perform Property Appraisals On An As-Needed Basis,	Barreiro
<b>8Q1B</b>	Resolution Authorizing Staff To Secure Appraisal Services To Determine Fair Market Rental Value Of Various Seaport Department Properties And Authorizing The County Mayor Or His Designee To Execute Any Necessary Agreements And Exercise All Rights Conferred	Martinez
<b>9A9A</b>	Resolution Authorizing Execution Of An Inter-Local Agreement For Fiscal Year 2006-2007 With The Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center For The Provision Of Academic/Educational And Career/Technical Education For Inmates	Jordan
<b>9A17A</b>	Resolution Authorizing The Adoption Of The Miami-Dade County Comprehensive Emergency Management Plan	Martinez
<b>9A19B</b>	Resolution Authorizing Execution Of The Interlocal Agreement Between The Fontainebleau Lakes Community Development District And Miami-Dade County To Provide Services To The Fontainebleau Lakes Community	Souto
<b>10E1A</b>	Resolution Approving Issuance Of Miami-Dade County Industrial Development Authority Revenue Bonds In An Amount Not To Exceed \$3,238,000 To Finance A Capital Project For A Social Service Center Benefiting Miami Behavioral Health Center, Inc.	Seijas
<b>11A7</b>	Resolution Waiving The Residency Requirements Of Section 2-11.38 And 2-98.7 Of The Miami-Dade County Code For Public Nuisance Abatement Board Member Steve Sessler	Seijas
<b>11A8</b>	Resolution Waiving The Residency Requirements Of Section 2-11.38 And 2-98.7 Of The Code Of Miami-Dade County For Public Nuisance Abatement Board Member Appointee Jennifer Vazquez	Seijas



**Miami-Dade County Commissioners**  
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**Tuesday, March 6, 2007**

<b>11A9</b>	Resolution Adopting Governmental Structure Task Force Recommendations Regarding The Sunset Review Process Of Advisory Boards And Directing The County Manager, In Consultation With The County Attorney,	Edmonson (co-sponsor)
<b>11A10</b>	Resolution Adopting Governmental Structure Task Force Recommendations Regarding Miami-Dade County Community Periodical Advertising Program And Instructing The County Manager To Implement The Recommendations	Souto Edmonson (co-sponsor)
<b>11A13</b>	Resolution Directing The County Manager, Property Appraiser, And Tax Collector To Develop And Implement A Program To Educate The Public Concerning The Amendment To Section 197.252 Of The Florida Statutes,	Seijas
<b>11A14</b>	Resolution Directing The County Mayor Or His Designee To Provide Additional Specific Parcel Related Information On The Property Appraiser's Website	Barreiro, Moss
<b>11A14 alt.</b>	Resolution Directing The County Mayor Or His Designee To Provide Additional Specific Parcel Related Information On The Property Appraiser's Website	Barreiro, Sorenson
<b>11A15</b>	Resolution directing County Manager to develop and broadcast public service announcements on Miami Dade County's Government Access Channel, Miami Dade TV, regarding unsolved violent crimes and unsolved criminal drug cases	Moss (co-sponsor) Rolle (co-sponsor)
<b>11A16</b>	Resolution authorizing and directing the County Manager to apply for and obtain Miami Dade County membership in the Chicago Climate Exchange as a Phase II member for direct emissions and to budget sufficient funds to support membership in the Chicago Climate Exchange	Sorenson, Seijas Moss (co-sponsor)
<b>11A18</b>	Resolution Directing The County Manager To Report To The Board Of County Commissioners On The Status Of HIV/AIDS Testing, Treatment And Follow-Up Care For The Jail's Inmate Population	Moss
<b>11A20</b>	Resolution Directing The County Manager To Study The Creation Of A Voluntary "Miami-Dade Trans Fat Free Program" And A Program To Provide Education And Guidance To Restaurants, Bakeries And The Public Regarding The Negative Health Effects Of Trans Fats	Barreiro



**Miami-Dade County Commissioners**  
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<b>11A20</b> <b>Alt.</b>	Resolution Directing The County Manager To Study The Creation Of A Voluntary "Miami-Dade Trans Fat Free Program" And A Program To Provide Education And Guidance To Restaurants, Bakeries And The Public Regarding The Negative Health Effects Of Trans Fats	Barreiro MOSS (co-sponsor)
<b>11A38</b>	Resolution Authorizing In-Kind Services From The Miami-Dade Police Department And The Miami-Dade Fire Rescue Department For The April 21-22, 2007 Maroon MS150 Bike Tour	Edmonson
<b>11A40</b>	Resolution Directing County Manager To Seek Grants And Other Funding Sources For Deployment Of Ethanol And Biodiesel Infrastructure And Fleet Vehicles, Inventory County Fleet For Opportunities To Encourage Demand For Alternative Fuels, And Develop A Five-Year Strategy	Seijas Barreiro (co-sponsor) Edmonson (co-sponsor)
<b>11A43**</b>	Resolution Dedicating Water For People Week 2007 To The Memory Of Robert A. Cuevas And Further Directing That All Miami-Dade County Contributions And Support In Connection Therewith Be Made In The Name And Memory Of Robert A. Cuevas	Seijas Edmonson (co-sponsor) Rolle (co-sponsor) Souto (co-sponsor)
<b>11A44**</b>	Resolution Accepting County Manager Report Outlining The Basic Parameters Of An Agreement By And Among County, City Of Miami, Florida Marlins, LP And Major League Baseball, Related To Development Of New Ballpark For The Florida Marlins	Edmonson, Gimenez, Heyman, Martinez, Sorenson, Souto
<b>11A45</b>	Resolution Urging The U.S. Department Of Housing And Urban Development ("HUD") To Leave Control Of Miami-Dade County's Federally Assisted Housing Programs With Miami-Dade County	Seijas
<b>12A2</b>	Resolution adopting the Miami-Dade County Street Tree Master Plan	County Manager
<b>12A5</b>	Resolution Establishing User Fees For The Miami-Dade County Health Department To Collect For The Purpose Of Meeting The Public Health Needs Of Residents And Visitors Of Miami-Dade County	Seijas
<b>12A6</b>	Resolution Authorizing Execution Of A Settlement Agreement, Waiver And Release Between Phillips Group LLC And Miami-Dade County Relating To The Payment Of Water And Sewer Connection Charges	Jordan, Seijas





**Miami-Dade County Commissioners**  
**Pull List**  
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<b>12A7</b>	Resolution Authorizing The County Mayor Or His Designee To Execute A Settlement Agreement Between Miami-Dade County And International Fidelity Insurance Company	Sosa
<b>12B7</b>	Progress Report No. 1: Advisory Committee Meets To Address Water Conservation Issues And Alternative Water Supplies For The Development Community	Moss
<b>12B8</b>	Report Regarding RFP For Self-Funded Healthcare Plans	Edmonson, Seijas
<b>12B8 sub.</b>	Report Regarding Issuance Of A Request For Proposals For A Self-Funded Medical Program	Edmonson, Moss, Seijas
<b>12B8 suppl.</b>	Supplemental Information On The Report Regarding Issuance Of A Request For Proposals For A Self-Funded Medical Program	Edmonson, Moss, Seijas
<b>14A1</b>	Resolution Urging The Florida Legislature To Authorize An Expansion Or Modification Of The Boundaries Of The State-Designated Miami-Dade County Enterprise Zone To Include The Biscayne Landing Project In The City Of North Miami	Heyman, Sorenson

\* MANAGER'S MUST PASS ITEM  
\*\*TIME CERTAIN

# Memorandum



**Date:** March 6, 2007  
**To:** Honorable Chairman Bruno A. Barreiro and  
Members, Board of County Commissioners  
**From:** George M. Burgess  
County Manager  
**Subject:** Changes for the March 6, 2007 BCC Meeting

Received by the Clerk  
for the record.

MAR 06 2007

Item \_\_\_\_\_  
Exhibit \_\_\_\_\_  
Appl. \_\_\_\_\_

## Additions

### 8E1A SUPPLEMENT

**070682** SUPPLEMENTAL INFORMATION RE: RESOLUTION DESIGNATING  
MIAMI DAILY BUSINESS REVIEW AS THE NEWSPAPER OF  
PUBLICATION OF DELINQUENT TAXES

### 11A19 SUPPLEMENT

**070654** SUPPLEMENTAL INFORMATION RE: RESOLUTION DIRECTING  
COUNTY MANAGER TO STUDY FEASIBILITY OF DEVELOPING A  
COUNTY-FUNDED EMPLOYER ASSISTED HOUSING PILOT PROGRAM

### 11A45

Audrey M. Edmonson

**070670** RESOLUTION URGING THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT ("HUD") TO LEAVE CONTROL OF MIAMI-  
DADE COUNTY'S FEDERALLY ASSISTED HOUSING PROGRAMS WITH  
MIAMI-DADE COUNTY; AND FURTHER URGING HUD NOT TO PLACE  
OR SEEK THE PLACEMENT OF MIAMI-DADE HOUSING AGENCY IN  
RECEIVERSHIP OR REQUIRE THE EXECUTION OF A COOPERATIVE  
ENDEAVOR AGREEMENT

**Additions**

11A45 SUPPLEMENT

- 070704** SUPPLEMENTAL INFORMATION RE: RESOLUTION URGING US HUD TO LEAVE CONTROL OF MDHA'S FEDERALLY ASSISTED HOUSING PROGRAMS WITH MIAMI-DADE COUNTY

12A5 SUPPLEMENT

- 070663** SUPPLEMENTAL INFORMATION FOR RESOLUTION ESTABLISHING USER FEES FOR THE MIAMI-DADE COUNTY HEALTH DEPARTMENT TO COLLECT FOR THE PURPOSE OF MEETING THE PUBLIC HEALTH NEEDS OF RESIDENTS AND VISITORS OF MIAMI-DADE COUNTY

14A1

Sally A. Heyman,  
Dorin D. Rolle

- 063400** RESOLUTION URGING THE FLORIDA LEGISLATURE TO AUTHORIZE AN EXPANSION OR MODIFICATION OF THE BOUNDARIES OF THE STATE-DESIGNATED MIAMI-DADE COUNTY ENTERPRISE ZONE TO INCLUDE THE BISCAYNE LANDING PROJECT IN THE CITY OF NORTH MIAMI

**Note:** *This item is not subject to the 4-Day Rule.*

**Deferrals**

8A1B

- 070433** RESOLUTION RELATING TO MIAMI-DADE COUNTY'S AIRPORT SYSTEM; APPROVING COUNTY MANAGER'S PROPOSED INCREASE OF \$963.4 MILLION TO MIAMI-DADE AVIATION DEPARTMENT'S CAPITAL IMPROVEMENT PROGRAM BUDGET FOR A TOTAL AMOUNT OF \$ 6.2 BILLION (Aviation Department)

*Note: The County Manager is requesting deferral of this item to the March 20, 2007 BCC meeting.*

11A17

Airport and Tourism Committee

- 070502** RESOLUTION RELATING TO OPA-LOCKA EXECUTIVE AIRPORT; DIRECTING THE MAYOR OR HIS DESIGNEE TO SEND A WRITTEN NOTICE TO THE OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION (CDC) IN WHICH CDC IS GIVEN NINETY (90) DAYS TO CURE ITS DEFAULTS UNDER THE REVIVED AND AMENDED AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CDC, AND IF CDC FAILS TO PROVIDE AN ADEQUATE CURE WITHIN SUCH NINETY-DAY PERIOD, DIRECTING THE MAYOR OR HIS DESIGNEE TO SEND A NOTICE OF TERMINATION OF THE AGREEMENT [SEE ORIGINAL ITEM UNDER FILE NO. 070284]

*Note: Requesting deferral of this item to the March 20, 2007 BCC meeting.*

**Scrivener's Errors**

8A11

- 070259** RESOLUTION APPROVING THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PEREZ AND PÉREZ ARCHITECTS PLANNERS, INC., FOR MIA SOUTH TERMINAL PROGRAM SUPPLEMENTAL ARCHITECTURAL/ENGINEERING SERVICES, PROJECT NO. H010A AT MIAMI INTERNATIONAL AIRPORT, AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME AND TO EXERCISE CANCELLATION AND TERMINATION PROVISIONS THEREOF; INCREASES THE MAXIMUM CONTRACT AMOUNT TO \$12,531,250 (Aviation Department)

*Note: On handwritten page 3, the 6th paragraph under Justification should read 10% contract measure.*

8J11

- 070473** RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA) FOR FINANCING OF THE COMMUTER RAIL PROJECT IN THE AMOUNT OF \$6,852,089 AND AUTHORIZING THE COUNTY TO EXPEND FUNDS AS SPECIFIED IN THE INTERLOCAL AGREEMENT [SEE ORIGINAL ITEM UNDER FILE NO. 070370] (Miami-Dade Transit Agency)

*Note: On handwritten page 5 in Section 1, the funding amount should read \$6,852,089.*

**Scrivener's Errors**

11A40

Katy Sorenson,  
Jose "Pepe" Diaz, Carlos A. Gimenez, Sally A. Heyman, Joe  
A. Martinez, Rebeca Sosa

**070328** RESOLUTION DIRECTING COUNTY MANAGER TO SEEK GRANTS  
AND OTHER FUNDING SOURCES FOR DEPLOYMENT OF ETHANOL  
AND BIODIESEL INFRASTRUCTURE AND FLEET VEHICLES,  
INVENTORY COUNTY FLEET FOR OPPORTUNITIES TO ENCOURAGE  
DEMAND FOR ALTERNATIVE FUELS, AND DEVELOP A FIVE-YEAR  
STRATEGY [SEE ORIGINAL ITEM UNDER FILE NO. 063609]

*Note: This item has been reprinted to remove the reference to the Alternative  
Fuels Advisory Committee in the Subject of the cover memorandum.*

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

CAO NOTES -3-6-07

RECEIVED BY CLERK

EXHIBIT

MAR 06 2007

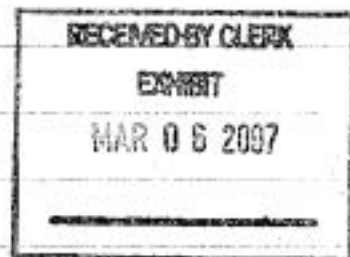
4D ADOPTED AS AMENDED; ADD ROLLE  
5H DEFERRED TO NO DATE CERTAIN  
7C ADOPTED AS AMENDED; ADD SEIJAS  
7E ADD MARTINEZ, SOSA  
7H CARRIED OVER TO THURSDAY  
7I CARRIED OVER TO THURSDAY  
8A1A CARRIED OVER TO THURSDAY  
8A1B DEFERRED TO 3-20-07  
8A1C CARRIED OVER TO THURSDAY  
8A1D CARRIED OVER TO THURSDAY  
8A1G CARRIED OVER TO THURSDAY  
8A1I CARRIED OVER TO THURSDAY  
8E1A CARRIED OVER TO THURSDAY  
8I1A CARRIED OVER TO THURSDAY  
8I1C CARRIED OVER TO THURSDAY  
8J1A CARRIED OVER TO THURSDAY  
8J1E CARRIED OVER TO THURSDAY  
8J1G DEFERRED TO 3-20-07  
8J1H CARRIED OVER TO THURSDAY  
8J1I CARRIED OVER TO THURSDAY  
8O1A ADOPTED AS AMENDED  
8P1B CARRIED OVER TO THURSDAY  
9A17A CARRIED OVER TO THURSDAY  
11A9 ADD EDMONSON  
11A10 ADD EDMONSON  
11A14 ADOPTED AS AMENDED  
11A14ALT WITHDRAWN  
11A15 ADD MOSS, ROLLE  
11A16 CARRIED OVER TO THURSDAY; ADD MOSS  
11A17 CARRIED OVER TO THURSDAY  
11A20 CARRIED OVER TO THURSDAY  
11A20ALT CARRIED OVER TO THURSDAY; ADD MOSS  
11A40 CARRIED OVER TO THURSDAY; ADD BARREIRO, EDMONSON  
11A43 ADD EDMONSON, GIMENEZ, MOSS, ROLLE, SOSA, SOUTO  
11A44 ADOPTED AS AMENDED  
11A45 ADD DIAZ, HEYMAN, JORDAN, MOSS, ROLLE, SORENSON, SOSA  
12A2 ADOPTED AS AMENDED  
12A5 CARRIED OVER TO THURSDAY  
12A5SUPP CARRIED OVER TO THURSDAY  
12A6 DEFERRED TO NO DATE CERTAIN  
13B1 DEFERRED TO 3-20-07  
14A1 CARRIED OVER TO THURSDAY  
801C FROM 2-20-07 RECONSIDERED AND ADOPTED AS AMENDED  
(070353)

BRUNO ?

TUESDAY  
MARCH 6 / 07

I WILL HAVE TO LEAVE  
I'M GOING ON A COUNTY  
MISSION  
TRIP TONITE AND I NEED  
TO GET HOME AND GET MY  
THINGS READY. —

JA  
General Sours







Received by the  
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MAR 06 2007

Item 1E1  
Exhibit 1  
Appl. \_\_\_\_\_

### JULIA TUTTLE STATUE PROJECT

Office of Community Relations  
Commission for Women  
111 NW 1st Street • Suite 660  
Miami, Florida 33128-1919  
T 305-375-4967 F 305-375-5270  
morilla@miamidade.gov  
www.miamidade.gov/cfw

miamidade.gov

EXECUTIVE COMMITTEE  
Joan Sampieri  
Chairperson

Carmen Elias-Levenson, CPA  
1st Vice Chairperson

Paula Xanthopoulos  
2nd Vice Chairperson

Gloria Simmons  
Member at Large

Rosa Naccarato  
Immediate Past Chair

#### COMMISSION MEMBERS

- Magali R. Abad
- Barbara Buxton, Esq.
- Heui Young Choi, Esq.
- Elena de Jongh, Ph.D.
- Mikele Aboitiz Earle
- Novell A.S. Holyfield
- Sandra Hudson
- Anita McGruder
- Grace M. O'Donnell
- Barbara Ana Perez
- Maria E. Roberts
- Geri Rocker
- Marianne Salazar, Esq.
- Barbara Schwartz
- Sandra Martin Seals
- Diana Shinaberry
- Regina Suarez
- Leona Johnson Swilley
- Marisol Tamarazzo
- Bea Weaver, Ed.D.

#### PAST CHAIRPERSONS

- Rosa Naccarato
- Maria E. Roberts
- Magali R. Abad
- Maribel Balbin
- Ana Magda Guillen
- Kay M. Sullivan
- Evelyn Shea
- Lynn Leight, Ph. D.
- Cary de Leon
- Yvonne B. Burkholz
- Karen Kelly
- Jamies E. Sebert
- Dorie Lurie
- Rosario Kennedy
- Carolyn Furlong
- Monna Lighte
- Juanita Greene
- Dorothy Yates
- Marvelle Colby
- Anne Wilson
- Mollie Brilliant
- Hon. Elaine Bloom

Laura C. Morilla  
Program Officer/Director

The City of Miami Commission on the Status of Women (Miami COSW) and the Miami-Dade County Commission for Women (CFW) are partnering with The Related Group on a project to erect a statue of the founder of Miami, Julia Tuttle, to honor her efforts and contributions.

Julia Tuttle was the pioneer and visionary who was the first to recognize Miami's potential as a great city. She predicted that "Miami will eventually be one of the greatest and most important cities, financially, commercially and residentially, as well as the most important deep water port in all of the southland." It was Julia Tuttle who finally convinced railroad magnate Henry Flagler to extend his railroad to Miami, which then led to Miami's incorporation in 1896. **It is believed that no other major city in the United States can claim to have been founded by a woman.** Her achievements are all the more remarkable given the limitations placed on women at the time. Other than the Julia Tuttle Causeway, there is no public recognition of her importance to Miami.

A national "Call to Artists" competition was conducted during the summer and fall of 2006. The winning design was submitted by Daub Firmin Hendrickson Sculpture Group, a noted firm with extensive experience in monumental sculpture and the creation of art for public spaces. The statue will be located along the Riverwalk in downtown Miami, a historically significant area. The goal is to have the statue completed and in place in March 2008 during Women's History Month. An Oversight Committee of experts and community activists will supervise and direct the entire process.

The estimated cost of the statue is \$300,000. Already, \$42,000 has been collected towards this effort. The Related Group has donated \$10,000 and it's Chairman and CEO, Jorge Perez, has challenged other developers and businesses to match or exceed this donation. All donations are being deposited in a City of Miami Trust Fund established exclusively for the Julia Tuttle statue. Checks should be made payable to "**Miami COSW Special Project Fund.**"

For more information, interested persons can contact Allyson Warren, Chair of the Miami COSW, at (305) 757-9780 or at [allymichel@aol.com](mailto:allymichel@aol.com); Christian Brautigam, staff liaison for the Miami COSW, at (305) 416-1032 or at [cbrautigam@ci.miami.fl.us](mailto:cbrautigam@ci.miami.fl.us); or Laura Morilla, Executive Director of the Miami-Dade County Commission for Women, at (305) 375-5011 or at [Morilla@miamidade.gov](mailto:Morilla@miamidade.gov).



The Related Companies  
of Florida, Inc.  
2828 Coral Way, Penthouse Suite  
Miami, Florida 33145  
Tel (305) 460-9900, Fax (305) 460-9911

25 January 2006

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MAR 06 2007  
Item 1E1  
Exhibit 2  
Appl. \_\_\_\_\_

To Whom It May Concern,

I am pleased to announce The Related Group's participation with the Miami-Dade County Commission on the Status for Women's JULIA TUTTLE SCULPTURE initiative.

Our commitment will consist of the following:

- Assistance and recommendation in determining the final resting place for the Julia Tuttle statue. Possible locations we are considering are on the Riverwalk between our One Miami project, and the Hotel Intercontinental; however, the exact location will be reviewed accordingly closer to the time of installation. We want to ensure that the statue's location not only holds geographical relevance, but is in line with the other commissioned art pieces that are currently placed on the Riverwalk.
- Direction and management of the Julia Tuttle Sculpture "Call to Artists" artist competition, through our Art and Design department. This will also include the assembly of an Official Jury to select the final winning artist to create Julia's statue to keep the selection process diplomatic and fair.
- Declaration of a public challenge to other developers and businesses in the area, to match or exceed The Related Group of Florida's donation of \$10,000. Our PR and Communications Department is planning to tie this announcement in with the official public opening of the Riverwalk at One Miami, scheduled to take place this spring with Mayor Manny Diaz, other city and county officials, the media and myself.

For further information, please do not hesitate to contact my Art and Design Manager, Annhy Shim, who is spearheading Related Group's efforts and commitment with the Julia Tuttle Sculpture project.

Sincerely,  
THE RELATED GROUP OF FLORIDA

  
JORGE M. PEREZ  
Chairman and CEO

**Morilla, Laura C. (OCR)**

**From:** Morales, Maria [mamorales@miamigov.com]

**Sent:** Thursday, February 08, 2007 4:19 PM

**Subject:** Miami Commission on Status of Women, Miami-Dade County Commission for Women and The Related Group Recognized for Julia Tuttle Statue Project



*Mayor Manuel A. Díaz*

*Chairman Angel González  
Commissioner Marc Sarnoff  
Commissioner Michelle Spence-Jones*

*Vice-Chairman Joe Sánchez  
Commissioner Tomás Regalado  
City Manager Pete Hernández*

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Exhibit 3  
Appl.

## **MEDIA ADVISORY**

City of Miami  
Office of Communications  
Kelly Penton, Director  
Phone: 305-416-1440  
kpenton@miamigov.com

*For Immediate Release  
Thursday, February 8, 2007*

### **City of Miami Commission on Status of Women, Miami-Dade County Commission for Women and The Related Group Recognized for Julia Tuttle Statue Project** *-City of Miami Mayor Manny Diaz Declares the Year of Julia Tuttle-*

**(Miami, Florida)** – Miami Mayor Manny Diaz and City Miami Commission declared today **Julia Tuttle Year** and recognized the City of Miami Status of Women (Miami COSW), Miami-Dade County Commission for Women and The Related Group for their contributions to the Julia Tuttle statue project. The presentation took place during today's Miami Commission meeting, at City of Miami City Hall.

Miami Mayor Manny Diaz paid tribute to Julia Tuttle's efforts and contributions to the City and acknowledged the committee's continued strides in raising awareness about the important role Julia Tuttle played in our community.

Julia Tuttle was the Miami pioneer and visionary who was the first to recognize Miami's potential as a great city. She predicted that "Miami will eventually be one of the greatest and most important cities, financially, commercially and residentially, as well as the most important deep water port in all of the southland." It was Julia Tuttle who finally convinced railroad magnate Henry Flagler to extend his railroad to Miami, which then led to Miami's incorporation in 1896. As a landowner in the area of present day downtown Miami, she also had extensive influence over the early development of Miami. It is believed that no other major city in the United States can claim to have been founded by a woman. Her achievements are all the more remarkable given the limitations placed on women at the time and their less than equal status in society. Besides the Julia Tuttle Causeway, there is no statue, no historical marker, and no public recognition of her importance to Miami.

An official "Call to Artists" competition, coordinated by The Related Group of Florida Art and Design Department took place last year and awarded the project to **Daub Firmin Hendrickson Sculpture Group**. The project is anticipated to be completed by next year. The statue will be located in a downtown Miami site determined by the committee and an Oversight Committee of experts and community activists will supervise and direct the entire process.

The estimated cost of the statue is approximately \$300,000. Already, \$30,000 have been collected towards this effort. The Related Group of Florida's Chairman and CEO, Jorge Perez, has pledged \$10,000 and has challenged other developers and businesses in the area to match or exceed this donation. All donations are being deposited in a City of Miami Trust Fund established exclusively for the Julia Tuttle statue. Checks should be made payable to **"Miami COSW Special Project Fund"**.

For more information, please contact Allyson Warren, Chair of the Miami COSW at 305-757-9780, Laura Morilla, Executive Director of Miami Dade Commission for Women, at 305-375-5011 or Laurie Escobar, Curator for the Related Group at 305-460-9900, ext. 379.

###



*Where Community Comes  
First!*





*join*  
The City of Miami Commission on the Status of Women  
The Miami-Dade County Commission for Women  
and The Related Group  
to honor

the legacy and memory of  
South Florida's Founding Mother, the late Julia Tuttle  
and does herewith declare the year 2007  
as the

## YEAR OF JULIA TUTTLE In the City of Miami

*Honoring a woman who saw in the future of Miami "the most important deep water port  
in all the Southland" and one who embodied the vision and pioneer spirit that  
propelled industrialist Henry Flagler and other courageous individuals to build a railroad,  
churches, homes and roads and to plat the township of the City of Miami in 1896*

— — — — —  
*Honoring  
extraordinary foresight,  
dedication and overall excellence*

at

**HISTORIC MIAMI CITY HALL**  
The Old Pan American Seaplane Base Building  
c. 1930

*Manuel Diaz*  
Manuel A. Diaz, Mayor

February 8, 2007



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Exhibit 5  
Appl.

## From The Capital to Dinner Key

*Diaz hires new chief of staff*

■ A former special assistant to President Bill Clinton is the new chief of staff for Miami Mayor Manny Diaz. Most recently, Suzanna Valdez was program director at the John and James L. Knight Foundation. Her career in public service in Washington D.C. included jobs at the U.S. House of Representatives and the U.S. Senate before working for the Clinton White House.

Valdez is originally from El Paso, Texas and holds a Bachelor's Degree in Business and a Master's Degree in Public Administration from Columbia University.

## Year of the Tuttle



### Miami pioneer honored

■ Miami Mayor Manny Diaz and city commissioners have declared 2007 Julia Tuttle Year and recognized the City of Miami Commission on the Status of Women, Miami-Dade County Commission for Women and The Related Group for their contributions to the Julia Tuttle statue project.

Following an official competition last year, the statue project was awarded to Daub Firmin Hendrickson Sculpture Group. The statue will be completed by next year and placed in downtown Miami at an estimated cost of \$300,000.

Julia Tuttle was the Miami pioneer who convinced railroad magnate Henry Flagler to extend his railroad to Miami, leading to the city's incorporation in 1896. Other than the Julia Tuttle Causeway, there is no statue, historical marker or other public recognition of her importance to Miami.

### New BAA officers elected

■ There are some new faces leading the Brickell Area Association. William Holly, principle of Holly Real Estate, has replaced former president Hal Martell; Marcos Freire, general manager of The Shops at Mary Brickell Village, was elected vice president.

The BAA is a membership organization devoted to the enhancement of the quality of life and economic development of the Brickell area. The organization represents office, retail and residential developments.

Holly Rules

## Mary Brickell Village Nearing Completion



■ Stroll by The Shops at Mary Brickell Village – located a hop, skip, and jump from Brickell's Financial District – and the bangs, clangs and mechanical drills still echo against the high-rise office buildings. But there are signs of life in downtown's only dining, shopping and entertainment center.

"Business is booming, although slowly," said Marcos Freire, the retail center's general manager. "The center is in the final stages of construction."

Construction was delayed with a change in management and general contractors. Ivanhoe Cambridge, one of Canada's leading property owners, managers, developers and investors, now operates Mary Brickell Village.

Now open are PF Chang's restaurant, Regions Bank, Starbucks, and Oceanaire Seafood Restaurant. Soon to move in: EWM Realtors, Grimpa Steakhouse, Skyline Realty, Roma Gelato, Blue Martini and Rosa Mexicano.

Once fully occupied – sometime this summer, says Freire – the 195,000 square-foot retail will feature a Publix Supermarket, nine restaurants and cafes, three specialty food stores, two jewelry stores, nine service establishments, three specialty retailers and nine fashion boutiques.

Mary Brickell Village is located on South Miami Avenue between SE 9th and 10th Streets.

## Brickell/Coral Way POLICE STATS

	Dec. 2006	Jan. 2007	YTD 2007
Homicides	0	0	0
Stolen M.V.	36	35	35
Burglary	37	51	51
Larcenies	144	121	121
Robbery	15	13	13
Assault/Battery	40	44	44
Sex Offenses	1	5	5
Total	273	269	269
Incidents With Arrest*	204	202	202
Total Calls For Service	2,552	2,652	2,650

\*Number of incidents where an arrest was made, not total number of arrests.

# Women's groups, firm to seek artist to build statue of Tuttle

BY SUZY VALENTINE

Efforts to commission a \$200,000 statue of Miami's founder are to begin next month.

Miami-Dade County Commission for Women, the Miami Commission on the Status of Women and The Related Group of Florida are working together to find an artist to pay tribute to Julia Tuttle, who helped found the city in 1896.

The probable site for the statue is on the riverwalk next to One Miami — a project by The Related Group.

"The preferred site is behind that development," said Laura Morilla, executive director of the county's women's commission. "It is close where Henry Flagler's Royal Palm Hotel stood."

Talk of honoring Ms. Tuttle — the only woman credited with founding a major US city — began in 1996, on the centennial of Miami's founding.

The Related Group is adding \$10,000 to the \$30,000 that the commissions have raised for the project over the past 10 years. The statue is expected to weigh in about \$200,000, based on the cost of an identical project in a neighboring city.

The Coral Gables Garden Club commissioned Mississippi sculptor William Beckwith to create a reproduction of city founder George Merrick three

*'She had a vision of Miami as a great port, and she was the first to see the potential.'*

**Laura Morilla**

Betsy Adams, a former president of the garden club, said that the Merrick casting should be ready to be unveiled outside the Gables City Hall in April. She said that the cost of the statue, including the plinth and installation, would be about \$300,000.

The City Beautiful statue is made from the same material that is likely to be used for Tuttle work, said Annhy Shim, interior design and art manager for The Related Group.

"I think it will be bronze," she said, "traditional not abstracted."

The exact details of the bidding process are to be revealed March 1 and the deadline for submissions will be Sept. 1, said Ms. Morilla.

She is hopeful that the statue can be completed and installed next year.

"I think it could be unveiled by 2007," said Ms. Morilla. "In March or April of this year, there's to be a ceremony to open the riverwalk to the public. The details are just being finalized."

A seven-member committee is to oversee the project. It comprises Ms. Morilla; Ms. Shim; Irela Bague, chairwoman of the county's women's commission;

ond vice chairwoman; Linda Hertz, chairwoman of the Orange Blossom Initiative; historian Arva Parks and Allyson Warren, chairwoman of the city's women's commission.

Ms. Morilla said residents of Miami should embrace Ms. Tuttle's example.

"She was a landowner down here," she said. "She had a vision of Miami as a great port and she was the first to see the potential. She was the one who brought Mr. Flagler down here with his railroad and opened up Miami for busi-

ness."

Ms. Tuttle achieved that under difficult circumstances, said Ms. Morilla.

"For a woman to be a landowner at that time was quite something," she said, "and she did it as a widow. In those days she couldn't even vote on the incorporation that she had proposed for Miami."

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Item 1E-1  
Exhibit 6  
Appl.

MAYOR AND COMMISSIONER'S ITEMS

CITYWIDE

HONORABLE MAYOR MANUEL A. DIAZ

DISTRICT 1

VICE CHAIRMAN ANGEL GONZÁLEZ

DISTRICT 2

COMMISSIONER JOHNNY L. WINTON

D2.1 05-00110 DISCUSSION ITEM

DISCUSSION CONCERNING PROJECT PROPOSAL FOR JULIA TUTTLE STATUE.

05-00110-email.pdf

A motion was made by Commissioner Winton, seconded by Vice Chairman González, and was passed unanimously, to support the concept of placing a statue of Julia Tuttle in an appropriate location near her home in the near future; further stating that the majority of the funding for said statue should come from private fundraising efforts.

DISTRICT 3

CHAIRMAN JOE SANCHEZ

DISTRICT 4

COMMISSIONER TOMAS REGALADO

DISTRICT 5

COMMISSIONER JEFFERY L. ALLEN

D5.1 05-00166 DISCUSSION ITEM

DISCUSSION CONCERNING A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), RELATING TO THE HAITIAN BICENTENNIAL CELEBRATION; AUTHORIZING THE CITY MANAGER TO EXECUTE TWO COVENANTS FROM MIAMI-DADE COUNTY, IN SUBSTANTIALLY THE ATTACHED FORM (S), FOR THE BEAUTIFICATION OF THE LITTLE HAITI FREEDOM GARDEN, CONSISTING OF A COVENANT OF CONSTRUCTION WITHIN THE RIGHT OF WAY AND A COVENANT FOR THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY OWNED BY MIAMI-DADE COUNTY.

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MAR 06 2007

Item 1E1  
Exhibit 7  
Appl. \_\_\_\_\_



# Julia Tuttle Statue Competition

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MAR 06 2007

Item 4E4

Exhibit 8

Appl. \_\_\_\_\_

## OFFICIAL ENTRY FORM

October 31, 2006 (per Laurie Escobar)

All submissions must be received no later than ~~September 30, 2006~~

FIRST NAME: Daub Firmin Hendrickson Sculpture Group, LLC

LAST NAME: Contact person: Jonah Hendrickson

ADDRESS: 650 Vincente Avenue

CITY: Berkeley STATE: California ZIP: 94707

HOME TEL: 510 528 2264 MOBILE TEL: 510 684 0647

E-MAIL ADDRESS: dfhsculpturegroup@sbcglobal.net

NUMBER OF YEARS AS A PROFESSIONAL ARTIST: Eugene Daub: 30 years

GALLERY REPRESENTATION: Self (public monument artists, not gallery artists)

### ASSURANCES

I certify that all statements made in this application and additional entry materials are true to the best of my knowledge. I acknowledge that the City of Miami, Miami-Dade County and The Related Group are not liable to damage or loss of materials submitted.



Jonah Hendrickson

ARTIST SIGNATURE



Eva Schiorring

WITNESS SIGNATURE

Print Name

DATED: This 30<sup>th</sup> day of October, 2006

at Berkeley, CA  
(City, State)



City of Miami  
Commission on the Status of Women



Miami-Dade County  
Commission for Women



**RELATED**

The Related Group



© Daub Firmin Hendrickson Sculpture Group, LLC, 2006

**PROPOSAL**  
by  
**THE DAUB FIRMIN HENDRICKSON SCULPTURE GROUP**  
for  
**THE JULIA TUTTLE  
RIVERWALK SCULPTURE**  
submitted  
**OCTOBER 30, 2006**

## PROPOSAL

### For The Miami Julia Tuttle Riverwalk Monument

#### INTRODUCTION

Julia Tuttle is the only woman to be acknowledged as the founder of a major American city. This proposal details a design for a sculpture of Ms. Tuttle that presents both the story of her accomplishment and a realistic portrait.

#### GOALS

Our monument will be a successful addition to the City of Miami if it satisfies four goals.

- Appropriately honors Julia Tuttle for her contributions to the foundation of Miami
- Educates the public, of all ages, about Julia Tuttle's role in the origin of the city
- Portrays Julia Tuttle in an accurate, dignified manner
- Presents a recognizable, inspiring and aesthetic image—close up and from a distance—in the daylight and at night

#### HISTORICAL SUMMARY

Julia Tuttle developed business skills while living in Cleveland Ohio, partly through running her deceased husband's foundry for five years after his death. She moved to the Biscayne Bay area in 1891 after her father died, where she expanded his land holdings and cultivated oranges. She formed a vision for the establishment of a great city and spent several years attempting to persuade railroad tycoons to extend their lines to Biscayne Bay to provide the catalyst for marketable farming, tourism and a growing population.

Her pivotal argument was that her oranges thrived throughout the catastrophic freeze of 1895 that destroyed orange crops north of her groves. Henry Flagler finally agreed to extend his rail lines from Palm Beach, and invested substantial sums in the development of the future city's infrastructure. 1896 saw the inauguration of train service and the incorporation of Miami.

Julia Tuttle founded several businesses in the nascent city, initially to support people engaged in construction of Flagler's grand hotel and other new features in Miami, and later to serve the public at large.

She died at the age of fifty in 1898, to become one of our nation's most unrecognized great citizens. We would like to help set the record straight.

## THEME

Julia Tuttle was a highly intelligent, energetic and determined woman with a rare combination of business acumen and long-range, grand vision. She acquired much of her business skill while observing her husband's management of an iron works in Cleveland, and especially while running the firm after his death.

She came into her own when she moved to south Florida to live in the area that had intrigued her ever since she first traveled there with her father years before. It did not take long for her love of the land and her business skills to merge into a vision and a plan for the creation of a city—the future Miami.

The theme for the monument is of Julia Tuttle as an intelligent, skilled woman with a clear vision for founding a major city on an almost totally undeveloped and difficult site, who succeeded in realizing her vision in a remarkably short period of time. The story of her accomplishment is folded into her portrait.

The next two sections of this proposal discuss our plan for the Tuttle monument in detail, and also serve to elaborate on the history of her founding of Miami.

## COMPOSITION

Composition is the arrangement and staging of a sculpture. Our Julia Tuttle composition depicts her standing in a day dress of the period, offering an orange in her outstretched right hand, a basket of oranges (and their blossoms) tucked under her left arm, with her face uplifted in a gesture of envisioning the future.

Relief is ideally suited for telling stories, and we have elected to use it for a historical narrative of her founding—wrapped around her voluminous skirt. Another important advantage of relief is that it appeals to children.

The sculpture's dress, outstretched arm and tilt of head will make its basic shape recognizable both in the day and at night. The face and hair are based on photographs of Julia Tuttle, and will become recognizable as people become familiar with her.

We have given her a graceful manner that sets an appropriate mood for the mildly allegorical nature of the sculpture.

Commemorative text is incorporated into the historical relief.

The color of the maquette is the color of its clay. The final figure will have a patina that maximizes the interplay of light and shadow under the Florida sun, and under artificial illumination at night. We would like the sculpture to be highly visible and attractive when viewed from the water as well as from the land, and will design the patina after an on-site visit.

## MAQUETTE PHOTOS AND DISCUSSION

Digital images of our 24-inch Julia Tuttle maquette are included in our proposal package, along with digital copies of this proposal. The four images included here move sequentially around the figure in a counterclockwise direction (the direction of reading from left to right) to reveal the figure from different angles, and to follow the narrative relief of the founding of Miami.

Figure 1 shows the sculpture from the front. Ms. Tuttle is extending an orange forward with her right hand as a symbol of her use of the economic potential of winter oranges as an incentive to develop the city.

Her face is a portrait based on photographs, and her dress is taken from photos and from style books dating from a few years before her meeting with Henry Flagler.

The relief on the front of her dress documents the early part of the story of the founding of Miami.

- It begins on the left with an alligator and a Whooping Crane representing the undeveloped and exotic nature of the Biscayne Bay area prior to its development. The alligator is emphasized visually to highlight the bold, pioneering nature of Julia Tuttle's accomplishment, and the contrast with her success in establishing a major city.
- It proceeds to the creation of Ms. Tuttle's orange groves and business.
- The wagon filled with oranges symbolizes the abundance of her harvests, and the lack of modern transportation to markets.

There will be no problem in clearly seeing the reliefs on the finished bronze sculpture, whether it is 8 feet or taller. That size presents abundant surface area. Because we must use page-fitting photos in this proposal, each has explanatory labels pointing out features on the maquette.

Figure 1: Front



Moving left to right, Figures 2 and 3 show Julia Tuttle meeting with Henry Flagler in 1895 at her grove; shaking hands on the deal in which she secured his participation in the development of the city.

**Figure 2: Front-Left**



Figure 3: Left Side

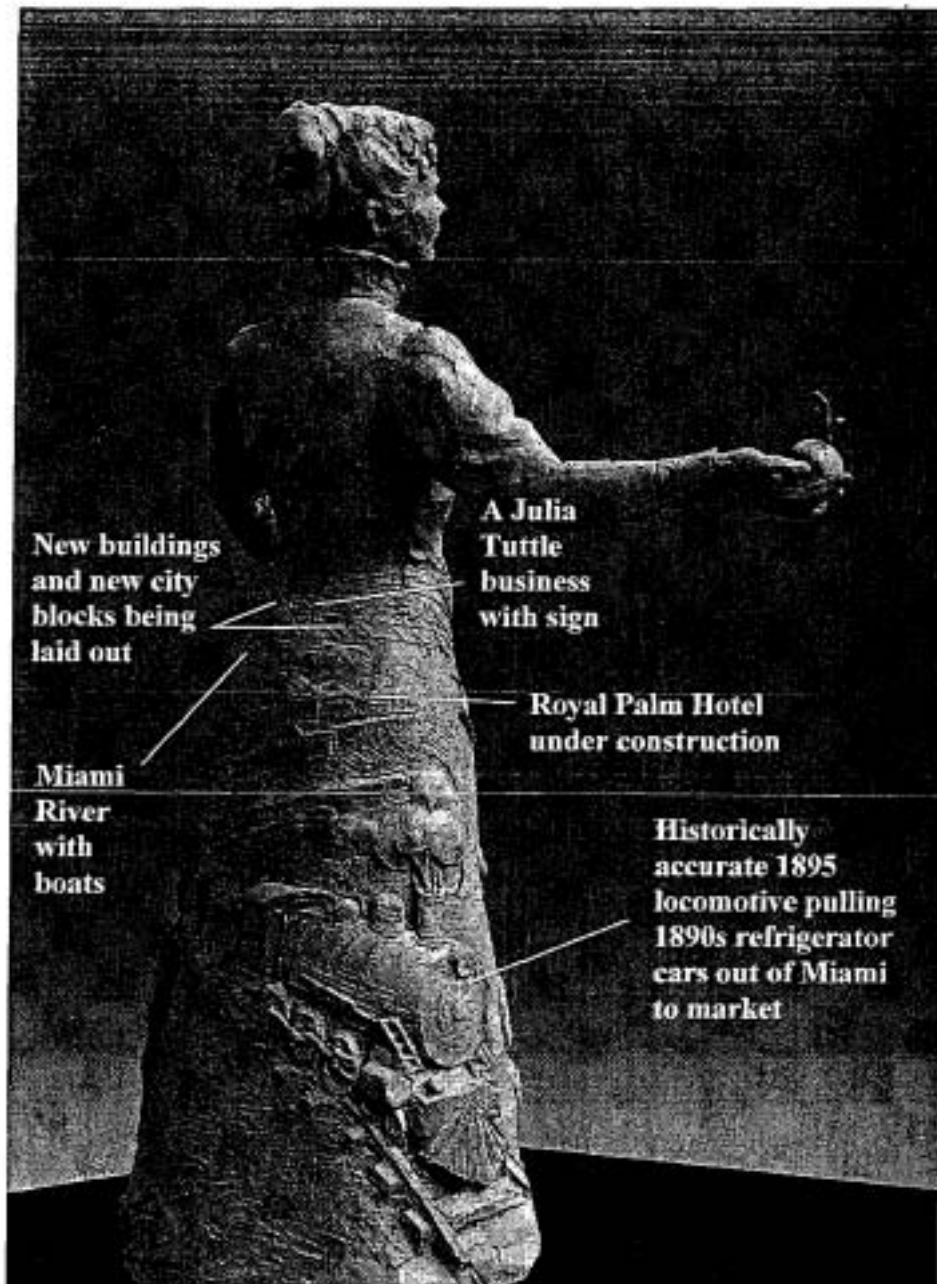


Figure 4 views the sculpture from the right back where the relief history has reached its culmination scene. The City of Miami is partially built, the Royal Palm Hotel is under construction, boats are plying the Miami River, and, most dramatically, the locomotive is pulling a train load of oranges out of town in 1893 refrigerator cars.



- Physical and economic infrastructure is represented by the Royal Palm Hotel, still under construction, boats on the Miami River and streets laid out in the background.
- Transportation infrastructure is represented by the freight train steaming toward the viewer (the locomotive is authentic—a 4-6-0 from 1895).
- Ms. Tuttle's own business ventures in Miami will be visible on the full-size bronzes where there will be sufficient space to depict them.

Figure 4. Back



## Dimensions

The sculpture will be between 8 and 14 feet tall, at the Julia Tuttle Committee's discretion. It is designed with its historical information and text integrated into the bronze. We think it will produce the most dramatic effect if it stands directly on the Riverwalk surface.

The sculpture's basic form in its lower half is determined by the full skirt of Julia Tuttle's dress. Sample dimensions are shown in Table 1.

**Table 1. Dimensions of Full-Size Bronze Sculpture**

Height in Feet	Diameter at Bottom of Skirt in Inches	
	Side to Side	Front to Back
8	39.0	28.9
10	48.8	36.1
12	58.5	43.3
14	68.3	50.5

Figure 5 illustrates the dimensions, using the 10 foot scale as its example.

**Figure 5. Dimensions of 10-Foot Sculpture**



## THE DAUB FIRMIN HENDRICKSON SCULPTURE GROUP

Our partnership brings together three sculptors with a set of experiences and talents that are unusual in the fine arts: Eugene Daub, acclaimed master sculptor of public monuments with 30 years experience; Rob Firmin, historical researcher and software entrepreneur-turned sculptor; and Jonah Hendrickson, apprentice to Mr. Daub with 10 years experience. We have an extensive, proven record in monumental sculpture and the creation of art for public spaces. We have deep capability to conduct research to create monuments of historical validity and artistic interest. One of the team's unusual talents is the fact that it is equally skilled at the full spectrum of sculpture—from in-the-round figures to high and low relief, and all projections in between.

Finally, we have thorough experience in guiding complex projects with advanced project management, which reduces financial, delivery and quality risk.

Because of the substantial research effort dedicated to our proposals, we only respond to RFPs that intrigue us with their potential for lasting artistic, historical and social significance. This is one such project because of the significance and rarity of Julia Tuttle's achievement.

### Similar Projects

We have worked on many similar projects, as our portfolio examples (under separate cover) can only partially demonstrate. Our recent public art projects include:

- Large historical monuments: Eight monuments dedicated to American history
- Community themes: A Japanese-American community monument in three cities
- Reliefs: (excellent medium for telling a story), e.g., a 17' x 8' Lewis and Clark; a biographical set of reliefs around the base of Phineas Banning's figure; a stone multi-panel history of Guam in WW II; portraits; and many medallions
- Large military monuments: three, including one with seven full-size military figures dedicated last week.
- Allegories: Four, including large-scale figures in a state capitol's rotunda
- Public Portraits: Subjects from a wide range of backgrounds, including presidents of the United States, business leaders, academics, a general, community leaders and activists, and many others.
- Medallions: Many—as stand-alone projects and as supporting projects for public monuments.

### Approach to Projects

First, we are an artist group that practices both artistry and discipline.

Our prime operating rule is to communicate effectively with our sponsors. We clarify requirements, and are open to suggestions. We maintain regular contact so that neither party drifts off track.

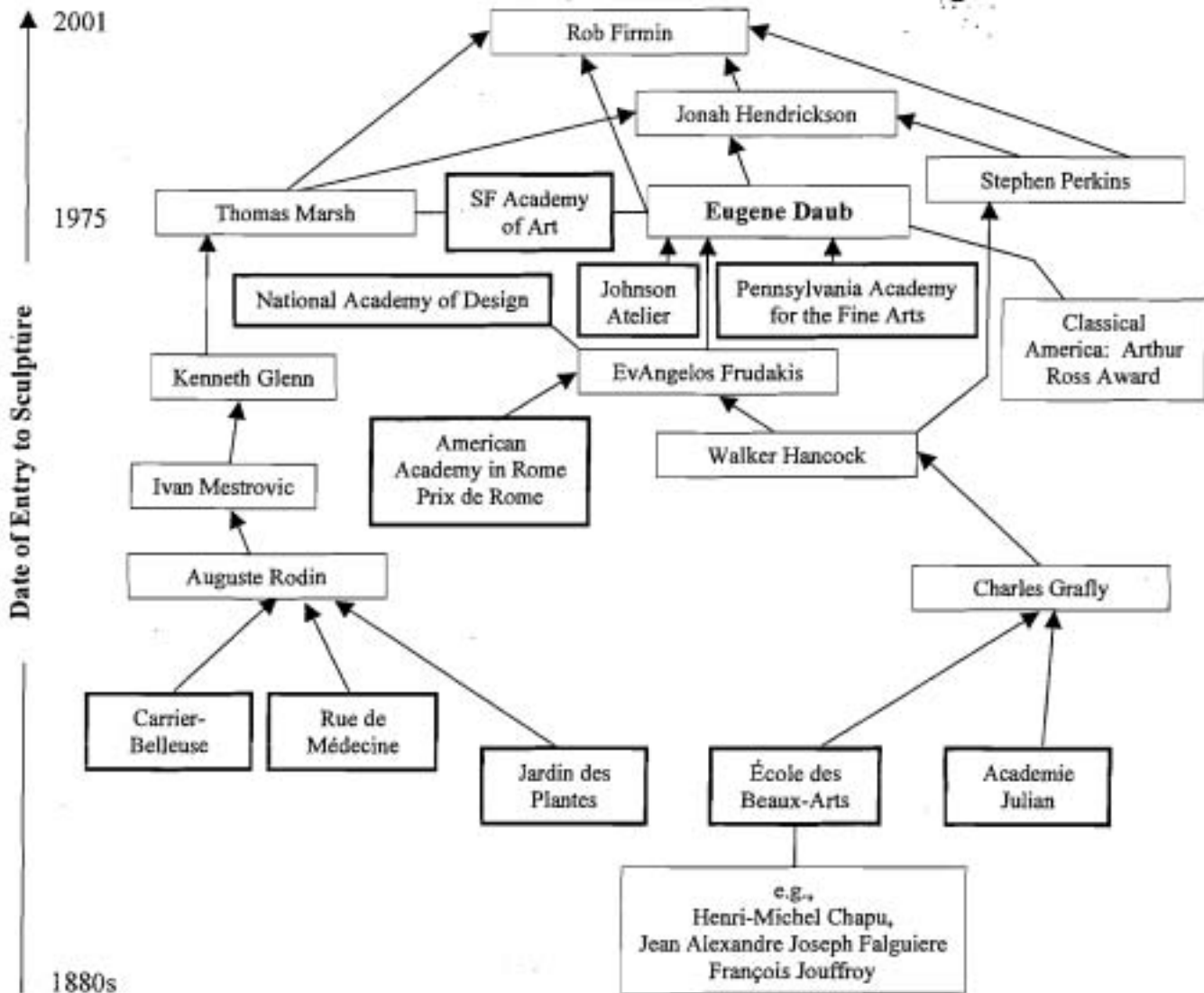
We devote considerable time to research the substance of any potential project. The history of Miami's founding is fascinating and a critical component of America's heritage—we are eager to have begun to apply our research expertise to this subject. We merge strict adherence to our defined goals with artistic discipline, imagination, and artistic and emotional expression. We create and review prototypes and test uncertain elements. Our resulting compositions are then sculpted, critiqued and refined. We do all of our own artistic work. We work as a team, with shared responsibilities as well as specialized focus, and we work extremely well together.

We apply our project-management expertise—refined through Rob Firmin's 25 years in the high-tech computer software industry in his first career—to the entire process, from research to installation of completed sculptures. This substantially reduces risk to our sponsors. Rob's resume is filled with experience in management, project management, financial planning, and historical research. He uses many computer-based tools for these purposes, some of which he created.

We also have experience in design and construction of landscape models for public art projects. We have built these models ourselves, and in collaboration with landscape architects. We would enjoy working with the landscape architecture team selected by the Committee if the need arises.

Sculpture Genealogy

The sculpture group's partners trace their artistic lineages through the American institutes where they have studied and taught, and the artists who taught them; who in turn trace their lineages back to the great figurative sculptors of 19<sup>th</sup> century France. Using the timeline on the left, you can see that, of the three partners, Eugene Daub has by far the greatest amount of experience as a sculptor.



Eugene Daub's Arthur Ross Award from Classical America is evidence of the figurative art community's recognition of his exceptional ability to integrate his work with architecture. Each Ross award is bestowed either on an architect or a sculptor, but not both.

Finally, we have always worked with a broad spectrum of people, especially during the enlargement and bronze-production phases of our projects, and enjoy this representation from many backgrounds and both genders.

**Budget**

Our budget for the Julia Tuttle monument includes:

- Site visit
- Design
- Materials
- Sculpting
- All production costs
- Delivery
- Installation.

The sculpture will be in bronze. Table 2 shows our budgets for different heights of the sculpture.

**Table 2. Budget**

Height in Feet	Cost
8	\$140,000
10	\$180,000
12	\$228,000
14	\$285,000

The cost of bronze has increased substantially over the past two years in response to demand for copper in Asia. While the cost of bronze material does not constitute a large percentage of the budget, the totals will have to be revised in 90 days if bronze-price escalation persists. Our price will be fixed, however, once a contract is executed.

**Timelines**

The project's timeline depends upon the size of sculpture selected by the Committee. Larger sculptures require more work to achieve the same degree of quality.

Table 3 provides a separate timeline for each height.

Table 3. Timeline Summary

Height in Feet	Calendar Months from Contract to Installation
8	9
10	9
12	10
14	10

Our sculpture group has met all of its deadlines to date. Regardless of height within the range of 8 to 14 feet, this project should make its deadline of December 2007. A detailed project plan is available if desired.

**Foundry**

Our foundry of choice is Artworks Foundry in Berkeley, California. Artworks has an excellent reputation within the United States and in Europe and Asia as one of the best fine arts foundries. We have an excellent working relationship with Artworks, and have had excellent results from them.

Dale Smith, President  
Artworks Foundry  
729 Heinz Avenue  
Berkeley, CA 94710

Phone: 510 644 2735  
Fax: 510 644 0696  
Website: www.artworksfoundry.com

*Handwritten:* Railroad people

*Handwritten:* 14000 - B.C. meeting in March

*Handwritten:* Site of mny. October 30, 2006  
Frank Bohnsack  
Miami river work

*Handwritten:* Am for March 2008

*Handwritten:* Ileana MSF letter campaign recent

*Handwritten:* \$50,000

*Handwritten:* line item budget in the County budget - Oct 1st  
Art in Public Places  
Tourism/Motors

*Handwritten:* fully committed

*Handwritten:* \$10,000 from the account - discretionary funds from commissioners.

## Portfolio Samples

Please refer to the annotated image identification list to see fourteen examples of our work in:

DFH Portfolio Image Identification for Julia Tuttle.pdf

The list corresponds by number to the numbers on the full-size jpg image file names.



**EUGENE L. DAUB**  
**Daub Firmin Hendrickson Sculpture Group, LLC**  
**650 Vincente Avenue**  
**Berkeley, CA 94707**

dfhsculpturegroup@sbcglobal.net  
510 524 2235

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Eugene Daub has work in the permanent collections of the Smithsonian Institute, The British Museum, Ellis Island Museum, as well as many other public sculpture installations across the United States. He is an accomplished portraitist. Two of his recent monumental works commemorate Lewis and Clark: the 18 foot high five-figure monument in Kansas City, and the 17 by 8 foot bronze relief, about to be dedicated as the centerpiece of the Montana State Senate chamber. Another recent monumental work is the USS San Diego Memorial, dedicated April 2004. Last year Eugene and his team were awarded three major commissions, including a Thomas Jefferson and the four monumental niche sculptures for the Rotunda of the Utah State Capitol—all three are in production.

Eugene is the recipient of numerous awards in full-figure, monumental and bas-relief sculpture, including the J. Sanford Saltus Award and the American Numismatic Association Gold Medal for Lifetime Achievement in Bas Relief Sculpture. In 2002 he was awarded the Arthur Ross Award for sculpture from the Institute for Classical Architecture and Classical America.

### **Collections**

American Numismatic Society, New York City	National Park Service, U.S.
Bank of America, San Francisco	New York University, New York City
British Museum, London	NORCAL Sculpture Garden, San Francisco
Brook Green Sculpture Gardens, South Carolina	Tiffany's, New York City
City of Fountains Foundation, Kansas City, Missouri	Oakland Federal Plaza, California
City of Oakland, California	Queen of Apostles, San Jose
Discovery Channel, San Francisco	Rhode Island School of Design, Rhode Island
Dutch Consulate, Philadelphia	U.S. Capitol, Washington D.C.
Ellis Island Museum, New York City	San Francisco International Airport
Episcopal Academy, Philadelphia	Smithsonian Institute, Washington D.C.
Explorers Museum, Kansas City, Missouri	St. John Neumann, Miami, Florida
Monuments Conservancy, New York City	St. Timothy's, Escondido, California
Helsinki Art Museum, New York City	U.S. Park Service, Guam
Holy Cross Cemetery, San Diego	UNICEF Headquarters, New York City
Klein Foundation, Philadelphia	United States Treasury, Washington D.C.
Koret Foundation, San Francisco	University of Michigan, Ann Arbor
Lucent Technology, Bell, New Jersey	University of Pennsylvania, Philadelphia.
Michigan Institute of Technology	University of San Diego
Missouri Historical Society, St. Louis	University of San Francisco

## **Awards Competitions**

Classical America, Ross Award for Sculpture, New York, 2002  
Brook Green Sculpture Gardens, Medal, Helsinki, 1991  
J. Sanford Saltus Award, New York, 1991  
American Medallic Sculpture Assn., New York, 1991  
US Delegation to FIDEM, Medal Helsinki, 1990  
American Numismatic Society, New York, 1986  
Artists' Guild, Gold Award, Philadelphia, 1985  
Artists' Guild, Silver Award, Philadelphia, 1985

## **Education**

Girard College, Philadelphia  
Pennsylvania Academy for the Fine Arts, Philadelphia  
University of Pittsburgh  
Alfred University, New York

## **Teaching**

Pennsylvania Academy for the Fine Arts, Philadelphia, PA  
Philadelphia Museum of Art, Philadelphia, PA  
University of Arts, Philadelphia, PA  
Scottsdale Artist's School, Scottsdale, AZ  
The Johnson Atelier Technical Institute of Sculpture, Rutgers University NJ  
University of Connecticut, Fairfield CT. Sculpture Workshop - Fall 1992  
Academy of Art College (now University), San Francisco, Sculpture Dept. 1993-2002  
Scottsdale Artist's School, Scottsdale, AZ., Sculpture Instructor 1991-current  
Loveland Academy of Fine Arts, Loveland, Colorado, Sculpture Instructor 1993-current  
Armory Art Center, West Palm Beach, Florida, Sculpture Instructor 1994-current

## **ASSOCIATIONS AND MEMBERSHIPS**

Vice President, American Medallic Sculpture Association  
Fellow, National Sculpture Society and former Vice President  
Fellow, The American Numismatic Society.  
Fellow, American Medallic Sculpture Association  
Fellow, American Numismatic Association  
Medallic Art Society of Canada

**ROBERT L. FIRMIN**  
**Daub Firmin Hendrickson Sculpture Group, LLC (DFH)**  
**650 Vincente Avenue**  
**Berkeley, CA 94707**

**dfhsculpturegroup@sbcglobal.net**  
**510 524 2235**

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My focus in the Julia Tuttle project is historical research, creation of composition concepts and project management. My extensive management and planning background enhances the team's ability to minimize project risk, i.e., to deliver high quality on time and within budget. I will also contribute to the sculpting.

My career and education have ranged across the study of history and art history to the invention of statistical methods, modeling techniques and project-management risk reduction, to software concepts and design. I have founded a few companies around my ideas, the best known being Javelin Software Corporation, and have managed numerous complex projects—in high tech and sculpture.

One of my greatest joys is building effective teams and helping them stay on track. Eugene Daub and Jonah Hendrickson are two of the finest people anyone could work with—I look forward to the opportunity to engage our team on this project.

## **SCULPTURE**

I have studied sculpture from an art history perspective beginning in college, but began to sculpt and take sculpture courses in January 2001. My excellent sculptor-mentors include: Eugene Daub (figure, monumental figure, portrait, relief, and production techniques), Thomas Marsh (portrait and sculpture aesthetics), Carol Tarzier (figure & portrait), Stephen Perkins (anatomy and figure), Tebby George (figure & portrait), and Bill Farnan (relief).

My individual sculpture artwork includes many portraits and figures.

## **PROJECT MANAGEMENT & GENERAL MANAGEMENT EXPERIENCE**

Management experience is critical when assuming responsibility for the large sums invested in public art projects. Project management and senior business experience eliminate many of the uncertainties commonly associated with complex projects.

The tools I use for DFH projects include MS Project, MS Excel and Javelin. I can use the full range of MS Project's capabilities—DFH projects focus on Gantt charts, resource availability and usage, resource dependencies, dead-time elimination, and tracking. Excel is used for simple computations, and Javelin is used for more complex modeling.

The landscape portions of DFH projects always involve construction contractors, and the contractors we select have extensive internal project management capability.

My project management experience originated in the high-tech sector. In addition, I have served as one of the key players in many projects involving the construction of factories, hiring of thousands of employees, forecasting of demand for and timing of all of the critical elements required to drive a Fortune 500 company forward. My most complex experiences, and the most rewarding, were those where I had total responsibility for coordinating the creation and expansion of my own company, where many estimates and decisions were of a magnitude that could make or break the enterprise. All of this experience is brought to bear on our sculpture projects.

I have continued to refine my appreciation for and skill in controlling risk, which is the central dynamic element of all projects. Risk = uncertainty with unpleasant potential consequences. One of my roles is risk management—to maintain high quality at all stages, eliminate the risk of late delivery and make certain the client's money is spent wisely.

Finally, the most important single task in project risk management is to maintain clear communication with all parties, using organized information.

I have managed approximately 35-40 significant projects in sculpture and in high-tech.

**2004 - 2005**                      **Daub Firmin Hendrickson Sculpture Group**    **Project Manager**  
**Berkeley, CA & San Pedro, CA**                      **& Sculptor**

I serve as the group's project manager in addition to my roles in historical research, composition and sculpting. Over the past year, I have created all of the group's plans for four major monuments, involving 3 outdoor landscapes and 1 large indoor installation. These plans require extensive vetting of experts and suppliers, and the coordination of their personnel, materials ordering and schedules into coherent, directed effort.

**1999 - 2003**                      **Foliage Software Systems, Inc.**                      **Vice President**  
**San Jose, CA**                      **Managing Director**

Responsible for creation of the Silicon Valley Development Center for this industrial software development company. Hired and managed all staff, including engineering, sales and administration. Designed new estimation processes and tools, and the company's sales force/sales tracking system. Supervised multiple software-development projects.

**1994 - 1999**                      **Polaris GuideLine Corporation**                      **CEO/**  
**Bedford, MA**                      **Founder**

Market-driven GPS/telecommunications services company with proprietary software and hardware. Conceived and designed products, and managed development.

**1993 - 1999**                      **DataWeave**                      **Founder**  
**Bedford, MA**

Invented and jointly designed ultra-fast and flexible multidimensional database software.

**1989 - 1993**                      **Information Resources, Inc. (IRI)**                      **Senior Vice President**  
**Software Products Division, Waltham, MA**

Lead the Javelin business and its engineering. Last year at IRI was SVP for Windowing products.

**1983 - 1989**                      **Javelin Software Corporation**                      **CEO/Chairman**  
**Cambridge, MA**                      **Founder**



**JONAH HENDRICKSON**  
**Daub Firmin Hendrickson Sculpture Group, LLC**  
650 Vincente Avenue  
Berkeley, CA 94707  
dfhsculpturegroup@sbcglobal.net  
510 524 2235

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## APPRENTICE TO EUGENE DAUB

### QUALIFICATIONS SUMMARY

- Accomplishment as a commissioned artist in my own right
- 10 years of training and experience in sculpture
- Work with nationally recognized artists
- Mature skills in portrait and full-figure sculpting, molding and casting
- BA in Studio Arts, UC Davis
- 2 courses in figurative sculpture at the Academy of Art University, San Francisco
- 9 significant formal courses, workshops and tutorials, beyond BA, in figurative sculpture
- Development of studio with full professional-grade equipment and 5,000 sq. ft. of space for sculpting and teaching.

### ARTIST'S SKILLS

- Creative ability and experience
- Hundreds of pieces produced
- 2 recent commissioned sculptures of luminaries: Richard Atkinson and Kent Nagano
- Multiple private commissions
- 6 exhibitions
- Representation in San Francisco gallery
- Focus on dignity of final sculpture
- Realist portraiture
- Full figure, male and female: accurate anatomical proportion and movement
- Knowledge of historical perspectives on figurative sculpture
- Knowledge of mold making and slip casting
- Experienced in photographing and exhibiting works
- Many tools skills, including armature welding

## EDUCATION

### **Academy of Art University, San Francisco, CA**

- Advanced Portrait Sculpture with Thomas Marsh, 2004
- Figure Modeling with Thomas Marsh, 2002

### **Formal Courses and Workshops Outside Universities, (listed by artist-instructor)**

- Eugene Daub: Portrait Sculpture in the Round and in Relief, Berkeley, CA, 2004
- Stephen Perkins: Anatomy in Écorché (6 month course), Berkeley, CA, 2003-2004
- Vince Perez: Human Anatomy, California College of Art (audit), Oakland, CA, 2002
- Richard Macdonald: Professional Sculpting Workshop, and The Business of Art Workshop, Monterey, CA, 2002
- Andy Ameral (Instructor of Drawing and Painting, at The Florence Academy, Florence, Italy): Sight-Size Workshop at The David Hardy School of Realism, Oakland, CA, 2002
- Georgiana Krieger: Figure Modeling (private instruction), San Francisco, CA, 2001-2002
- Harriet Moore: Figure Modeling and Portrait, San Francisco, CA, 2001-2002
- Carol Tarzier: Figure Modeling, San Francisco City College, San Francisco, CA, 2000
- Diane Vanderzanden: Figure modeling, Berkeley, CA, 1999

### **Apprenticeship with Professional Sculptor**

- Bruce Wolf, 2001-2002: Participated in creating the monumental sculpture of Barbara Jordan installed in Austin's International Airport, Texas

### **Bachelor of Arts in Art Studio, Minor in Rhetoric and Communications**

- University of California, Davis, December 1997
- Studied ceramics, figure modeling, 4 semesters independent study in sculpture
- Also studied art history, photography, painting, drawing, computer graphics, silk-screening, video
- Studied with Wayne Thiebaud, Squeak Carnwath and David Hollowell, 1993-1997

### **Pre-University**

- Berkeley High School: Ceramics, drawing, silk-screening, photography, video production, 1989-1993
- California College of Art, Oakland, CA: sculpture, bronze casting, design, ceramics 1989
- University Village, UC Berkeley: Ceramics, 1984-1985

## **TEACHING**

Extensive experience teaching sculpture to a wide range of ages as instructor in many courses.

## **MEMBERSHIPS**

- California College of Arts Drawing Group
- Pro Arts
- Berkeley Art Center
- National Sculpture Society
- National Council on Education for the Ceramic Arts (NCECA)



## Eugene Daub References

<p>Ms. Catherine Sass, Public Art Director          Unified Port of San Diego          3165 Pacific Highway          San Diego, CA 92101          619 686 6465</p>	<p>USS San Diego Monument          National Salute to Bob Hope and the          Military</p>
<p>Arnold Olsen, Director          Montana Historical Society          225 North Roberts          Helena, MT 59620          406 444 2694</p>	<p>Lewis &amp; Clark commemoration</p>
<p>Debra Lehane, Program Director          San Francisco Art Commission          25 Van Ness, Suite 240          San Francisco, CA 94107          415 252 2590</p>	<p>2 portrait projects at San Francisco          International Airport</p>
<p>Leslie Elwood, consultant to Port of Los Angeles          8675 Falmouth Avenue, #220          Playa del Ray, CA 90293          310 836 6512</p>	<p>Phinneas Banning Monument</p>
<p>Allan Tait, Assistant Director          Port of San Diego Art Commission          San Diego, CA 92112          619 686-7246</p>	<p>USS San Diego Monument</p>
<p>Jim Licarets, President          American Medallie Sculpture Association          Edmonds, WA          310 832 6993</p>	
<p>Donald M. Reynolds          Art critic/ historian; author <i>American          Masterpieces of Sculpture</i>          PO Box 608 Cooper Station          New York, NY 10001          212 643 8730</p>	
<p>Cory Gilliland, Curator          Smithsonian Institute          227 Mountain View Road          Willsboro, NY 12996</p>	<p>Long-time associate</p>

**References**  
**Rob Firmin &**  
**Jonah Hendrickson**

**ROB FIRMIN**

<p>Timothy M. Bowe, Co-CEO          Foliage Software Systems          168 Middlesex Turnpike          Burlington, MA 01803          781 993 5500          timb@foliage.com</p>	<p>Knows my management, project management and planning abilities</p>
<p>Ronald J. Rubbico, Co-CEO          Foliage Software Systems          168 Middlesex Turnpike          Burlington, MA 01803          781 993 5500          ron@foliage.com</p>	<p>Knows my management, project management and planning abilities</p>
<p>Robert Bushnell          Vice President, Marketing          Lifeline Systems, Inc.          111 Lawrence Street          Framingham, MA 01702          800 451 0525          bbushnell@lifelinesys.com</p>	<p>Observed my elaborate planning on a complex project</p>

**JONAH HENDRICKSON**

<p>Renee M. Baldocci          Coordinator, Public Programs          Fine Arts Museums of San Francisco          Legion of Honor, 100 34<sup>th</sup> Avenue          San Francisco, CA 94121          415 750 7634          rbaldocci@famsf.org</p>	<p>Selected me to sculpt in public at the museum, and to exhibit in the Rodin Gallery</p>
<p>Dale Smith, President          Artworks Foundry          710 Heinz Avenue          Berkeley, CA 94710          510 644 2735</p>	<p>Casts much of my work</p>
<p>Richard C. Atkinson          President Emeritus, University of California          9500 Gilman Drive          5212 McGill Hall          La Jolla, CA 92093          858 822 3979</p>	<p>I recently did his portrait bust in bronze (included in package).</p>

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(33)  
10-18-05 OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
DADE COUNTY, FLORIDA

Received by the Clerk  
for the record.

RESOLUTION NO. R-1193-05

MAR 06 2007

Item 1E1

Exhibit 9

Appl. \_\_\_\_\_

RESOLUTION REQUESTING THE COUNTY MANAGER TO EXAMINE POSSIBLE LOCATIONS AND FUNDING SOURCES TO ERECT A STATUE OF JULIA TUTTLE, FOUNDER OF MIAMI, IN A PUBLIC SPACE IN THE HEART OF DOWNTOWN MIAMI

WHEREAS, Julia Tuttle was a Miami pioneer and visionary who was the first to recognize Miami's potential as a great city; and

WHEREAS, Julia Tuttle convinced railroad magnate Henry Flagler to extend his railroad to Miami, which led to Miami's incorporation as a city in 1896; and

WHEREAS, Julia Tuttle is considered the founder of Miami and it is very likely that no other major American city can claim that it was founded by a woman; and

WHEREAS, presently there is no statue, historical marker or public recognition of Julia Tuttle's importance to Miami; and

WHEREAS, the Miami-Dade Commission for Women and the City of Miami Commission on the Status of Women are proposing that a statue of Julie Tuttle be erected in the heart of downtown Miami to honor and remember her efforts and contributions; and

WHEREAS, the City of Miami passed a motion supporting the concept of placing a statue of Julia Tuttle in an appropriate location near her home; and

WHEREAS, downtown Miami and the Miami River are experiencing a grand redevelopment and rebirth that will attract thousands of residents and visitors; and it is an appropriate time to incorporate a statue of Julia Tuttle into these plans,

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

Section 1. This Board agrees that a statue of Julia Tuttle, shall be erected in an appropriate public location in the heart of downtown Miami.

Section 2. This Board directs the County Manager to examine possible locations and funding sources and to report back to the Commission within three months from this date.

The foregoing resolution was sponsored by Dr. Barbara Carey-Shuler and Commissioner Sally A. Heyman and offered by Commissioner **Dennis C. Moss** , who moved its adoption. The motion was seconded by Commissioner **Dorrian D. Rolle** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	<b>aye</b>	
Dennis C. Moss, Vice-Chairman	<b>aye</b>	
Bruno A. Barreiro	<b>aye</b>	Dr. Barbara Carey-Shuler <b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Carlos A. Gimenez <b>aye</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan <b>aye</b>
Dorrian D. Rolle	<b>aye</b>	Natacha Seijas <b>absent</b>
Katy Sorenson	<b>aye</b>	Rebeca Sosa <b>aye</b>
Sen. Javier D. Souto		

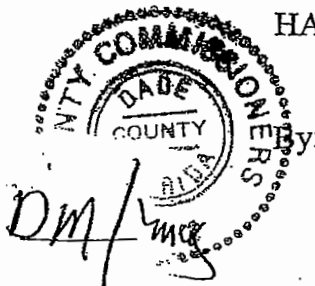
The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of October, 2005. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

**KAY SULLIVAN**

Deputy Clerk



Approved by County Attorney as to form and legal sufficiency.

Deborah Mastin

Carlos Alvarez  
Mayor



# Board of County Commissioners

Joe A. Martinez  
*Chairperson*

Dennis C. Moss  
*Vice Chairperson*

- |  |  |
|--|--|
| Barbara J. Jordan<br><i>District 1</i>               | Katy Sorenson<br><i>District 8</i>         |
| Dorrian D. Rolle<br><i>District 2</i>                | Dennis C. Moss<br><i>District 9</i>        |
| Dr. Barbara Cargy-Shuler, Ed.D.<br><i>District 3</i> | Sen. Javier D. Souto<br><i>District 10</i> |
| Sally A. Heyman<br><i>District 4</i>                 | Joe A. Martinez<br><i>District 11</i>      |
| Bruno A. Barreiro<br><i>District 5</i>               | Jose "Pepe" Diaz<br><i>District 12</i>     |
| Rebeca Sosa<br><i>District 6</i>                     | Natacha Seijas<br><i>District 13</i>       |
| Carlos A. Gimenez<br><i>District 7</i>               |  |
| Robert A. Ginsburg<br><i>County Attorney</i>         | George M. Burgess<br><i>County Manager</i> |
|  | Harvey Ruvlin<br><i>Clerk of Courts</i>    |

Received by the Clerk  
for the record.

MAR 06 2007

Item 4E1  
Exhibit 10  
Appl. \_\_\_\_\_



## Miami-Dade County Commission For Women

*Three Decades of  
Dedication to the  
Community*



The Commission for Women Needs  
Your Support and Involvement

Write, call or visit the office:  
Miami-Dade County  
Commission for Women  
Stephen P. Clark Center  
111 N.W. 1st Street, Suite 660  
Miami, FL 33128-1989  
(305) 375-4967  
Fax (305) 375-5715  
Email: morilla@miamidade.gov  
Website: www.miamidade.gov/cfw

Miami-Dade County  
Commission for Women  
Stephen P. Clark Center  
111 NW 1st Street Suite 660  
Miami FL 33128-1989  
800.01.204 12/04

*A* statue to honor Miami's visionary founder is long overdue. Join us in this effort. All donations are being deposited in a City of Miami Trust Fund established exclusively for the Julia Tuttle statue, estimated to cost \$250,000. Donations may be deductible for federal income tax purposes to the extent allowed by law. The statue will be located in downtown Miami, supervised by an Oversight Committee of experts and community activists.



Checks should be made payable to "Miami COSW Special Project Fund" and mailed to:

Miami-Dade County Commission for Women  
111 N.W. 1st Street, Suite 660  
Miami, FL 33128

For more information, contact the Commission for Women at: 305.375.5011 or at [morilla@miamidade.gov](mailto:morilla@miamidade.gov)

105\_01/74 T/06



*Julia Tuttle*  
1849 - 1898

HONORING MIAMI'S FOUNDER



MIAMI-DADE  
COUNTY

BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/10710:46 AM

VOTE TALLY

TIME:

ORDINANCES FOR FIRST READING

4A, 4B

EXCEPT: 4C 4D

YES - 11

GIMENEZ  
HEYMAN  
MOSS  
DIAZ

SORENSEN  
JORDAN  
BARREIRO  
ROLLE

SOSA  
MARTINEZ  
EDMONSON

NO - 0

ABSENT - 2

SOUTO

SEIJAS

Received by the Clerk  
for the record.

MAR 06 2007

Item \_\_\_\_\_  
Exhibit \_\_\_\_\_  
Appl. \_\_\_\_\_

47 423

BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/10710:47 AM

VOTE TALLY

TIME:

4C

YES - 7

GIMENEZ  
HEYMAN  
MOSS

DIAZ  
JORDAN

BARREIRO  
EDMONSON

NO - 15

SORENSEN  
ROLLE

SOSA  
SOUTO

MARTINEZ

ABSENT - 1

~~SOUTO~~

SEIJAS

Received by the Clerk  
for the record.

MAR 06 2007

Item \_\_\_\_\_  
Exhibit \_\_\_\_\_  
Appl. \_\_\_\_\_

ABSENT - 2



BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/10710:47 AM

VOTE TALLY

TIME:

4D

YES - 10

GIMENEZ  
HEYMAN  
MOSS  
DIAZ

SOUTO  
JORDAN  
BARREIRO

ROLLE  
SOSA  
MARTINEZ

NO - 2

SORENSEN

EDMONSON

3/06/10710:47 AM  
ABSENT - 1

SEIJAS

Received by the Clerk  
for the record.

MAR 06 2007

Item \_\_\_\_\_  
Exhibit \_\_\_\_\_  
Appl. \_\_\_\_\_

3/06/10710:47 AM  
ABSENT - 1

BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/10710:49 AM

VOTE TALLY

TIME:

5A  
ORDINANCE CREATING A SPECIAL TAXING  
DISTRICT KNOWN AS TUSCANY VILLAS  
WEST

YES - 12

GIMENEZ  
HEYMAN  
MOSS  
DIAZ

SOUTO  
SORENSEN  
JORDAN  
BARREIRO

ROLLE  
SOSA  
MARTINEZ  
EDMONSON

NO - 0

ABSENT - 1

SEIJAS

Received by the Clerk  
for the record.

MAR 06 2007

Item \_\_\_\_\_

Exhibit \_\_\_\_\_

Appl. \_\_\_\_\_

BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/10710:50 AM

VOTE TALLY

TIME:

5B  
ORDINANCE CREATING A SPECIAL TAXING  
DISTRICT KNOWN AS MC ESTATES

YES - 12

GIMENEZ  
HEYMAN  
MOSS  
DIAZ

SOUTO  
SORENSEN  
JORDAN  
BARREIRO

ROLLE  
SOSA  
MARTINEZ  
EDMONSON

NO - 0

ABSENT - 1

SEIJAS

Received by the Clerk  
for the record.

MAR 06 2007

Item \_\_\_\_\_  
Exhibit \_\_\_\_\_  
Appl. \_\_\_\_\_

BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/10711:16 AM

VOTE TALLY

TIME:

5C  
ORDINANCE CREATING A SPECIAL TAXING  
DISTRICT KNOWN AS GROVE AT WATERSTONE

YES - 12

GIMENEZ  
HEYMAN  
MOSS  
DIAZ

SOUTO  
SORENSEN  
JORDAN  
BARREIRO

ROLLE  
SOSA  
MARTINEZ  
EDMONSON

NO - 0

ABSENT - 1

SEIJAS

Received by the Clerk  
for the record.

MAR 06 2007

Item \_\_\_\_\_  
Exhibit \_\_\_\_\_  
Appl. \_\_\_\_\_

BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/1072:43 PM

VOTE TALLY

TIME:

7A

ORDINANCE PROVIDING FOR ELECTRONIC  
COMMERCE, ELECTRONIC SIGNATURES AND  
AND ON-LINE PROCUREMENT OF GOODS AND  
SERVICES

YES - 12

GIMENEZ  
HEYMAN  
MOSS  
DIAZ

SOUTO  
SORENSEN  
JORDAN  
BARREIRO

ROLLE  
SOSA  
MARTINEZ  
EDMONSON

NO - 0

ABSENT - 1

SEIJAS

**Received by the Clerk  
for the record**

**MAR 06 2007**

Item \_\_\_\_\_  
Exhibit \_\_\_\_\_  
Appl. \_\_\_\_\_

BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/1072:44 PM

VOTE TALLY

TIME:

7B

ORDINANCE RELATING TO DIAL-A-LIFE  
BOARD; AMENDING SECTION 2-1312 OF THE  
CODE TO REDUCE THE NUMBER OF REQUIRED  
MEETINGS

YES - 12

GIMENEZ  
HEYMAN  
MOSS  
DIAZ

SOUTO  
SORENSEN  
JORDAN  
BARREIRO

ROLLE  
SOSA  
MARTINEZ  
EDMONSON

NO - 0

Received by the Clerk  
for the record.

MAR 06 2007

ABSENT - 1

SEIJAS

Item \_\_\_\_\_  
By \_\_\_\_\_  
Appl. \_\_\_\_\_

ABSENT - 1

BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/1073:04 PM

VOTE TALLY

TIME:

7C AMENDED  
ORDINANCE AMENDING SECTION 12-23 OF  
THE CODE RELATING TO INITIATIVE,  
REFERENDUM AND RECALL PETITIONS;

YES - 11

GIMENEZ  
MOSS  
DIAZ  
SOUTO

JORDAN  
BARREIRO  
ROLLE  
SOSA

MARTINEZ  
EDMONSON  
SEIJAS

NO - 2

HEYMAN

SORENSEN

ABSENT - 0

Received by the Clerk  
for the record.

MAR 06 2007

Item \_\_\_\_\_  
Exhibit \_\_\_\_\_  
Appl. \_\_\_\_\_

BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/1073:05 PM

VOTE TALLY

TIME:

7D

ORDINANCE AMENDING SECTION 10-20 OF  
THE CODE MODIFYING COMPOSITION OF  
CONSTRUCTION TRADES QUALIFYING BOARD

YES - 13

GIMENEZ  
HEYMAN  
MOSS  
DIAZ  
SOUTO

SORENSEN  
JORDAN  
BARREIRO  
ROLLE

SOSA  
MARTINEZ  
EDMONSON  
SEIJAS

NO - 0

ABSENT - 0

Received by the Clerk  
for the record

MAR 06 2007

Item \_\_\_\_\_  
Exhibit \_\_\_\_\_  
Appl. \_\_\_\_\_



BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/1073:13 PM

VOTE TALLY

TIME:

7E

ORDINANCE STANDARDIZING RESOURCES  
ALLOCATIONS AND RESERVE PROCEDURES  
TO BE FOLLOWED IN THE PREPARATION AND  
ADOPTION OF THE COUNTY'S ANNUAL BUDGET

YES - 13

GIMENEZ  
HEYMAN  
MOSS  
DIAZ  
SOUTO

SORENSEN  
JORDAN  
BARREIRO  
ROLLE

SOSA  
MARTINEZ  
EDMONSON  
SEIJAS

NO - 0

ABSENT - 0

Received by the Clerk  
for the record.

MAR 06 2007

Item \_\_\_\_\_  
Date \_\_\_\_\_  
Appl. \_\_\_\_\_

BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/1073:14 PM

VOTE TALLY

TIME:

7F  
ORDINANCE AMENDING ORDINANCE  
NO. 05-169 CREATING THE BOARD OF  
COUNTY COMMISSIONERS' HEALTHCARE TASK  
FORCE

YES - 13

GIMENEZ  
HEYMAN  
MOSS  
DIAZ  
SOUTO

SORENSEN  
JORDAN  
BARREIRO  
ROLLE

SOSA  
MARTINEZ  
EDMONSON  
SEIJAS

NO - 0

ABSENT - 0

Received by the Clerk  
for the record.

MAR 06 2007

Item \_\_\_\_\_  
Exhibit \_\_\_\_\_  
App. \_\_\_\_\_

BCC MEETING  
SEPTEMBER 26, 2006

DATE: 3/06/1073:22 PM

VOTE TALLY

TIME:

7G

ORDINANCE AMENDING SECTION 21-30 OF  
THE CODE, WHICH PROHIBITS DAMAGE OR  
DESTRUCTION TO PROPERTY SO AS TO  
DEFINE OWNERSHIP OF SUCH PROPERTY

YES - 12

GIMENEZ  
HEYMAN  
MOSS  
DIAZ

SOUTO  
SORENSEN  
JORDAN  
BARREIRO

ROLLE  
SOSA  
MARTINEZ  
EDMONSON

NO - 1

SEIJAS

ABSENT - 0

Received by the Clerk  
for the record.

MAR 06 2007

Item \_\_\_\_\_  
Date \_\_\_\_\_  
App. \_\_\_\_\_

This instrument was prepared by:

Name: Miguel Diaz de la Portilla, Esq.  
Address: Duane Morris LLP  
200 South Biscayne Blvd.  
Suite 3400  
Miami, Florida 33131

Received by the Clerk  
for the record.

MAR 06 2007

Item 51  
Exhibit 1  
Appl. - -

(Space Reserved for Clerk of the Court)

### DECLARATION OF RESTRICTIONS

*WHEREAS*, the undersigned, MANUEL C. DIAZ, EMILIA F. DIAZ AND DIAZ LANDSCAPING & NURSERY, INC. (the "Owners"), hold the fee simple title to that certain parcel of land, which is legally described in the attached Exhibit "A," and hereinafter referred to as the "Property."

*NOW, THEREFORE*, in order to assure Miami-Dade County (or any successor municipal corporation) (the "County") that the representations made by the Owners during consideration of Public Hearing No. Z02-377 (the "Application") will be abided by, the Owners freely, voluntarily and without duress, make the following Declaration of Restrictions covering and running with the Property:

1. **Controlling Site Plan**. The Property shall be developed substantially in accordance with that certain plan entitled "Silver Palm," as prepared by Oliva-Meoz, Architects & Planners, Inc., dated May 20, 2003, dated stamped received May 23, 2003, as amended by sheets dated 11/18/03, date-stamped received 11/19/03, and as further amended by landscaping plan dated November 21, 2003, date stamped received November 25, 2003, as may be modified at the public hearing on the application (the "Plan").

CERTIFIED TRUE COPY OF THE ORIGINAL  
DOCUMENT ON FILE WITH THE MIAMI-  
DADE COUNTY DEPARTMENT OF  
PLANNING AND ZONING.

*Earl Jones*  
RECORDS CUSTODIAN

2. **Residential Density Restriction.** The maximum number of dwelling units on the Property shall be a total of 1632 residential units at a maximum density of 5.59 units per gross acre.

3. **Phase in of Development and Build Out Date.**

The Silver Palm Community is to be a cohesive, master planned community which will be built out in seven self sustained neighborhoods. The projected build out date for the total 291.82 acre community is December 2008. To this end, the Owners will limit certificates of occupancy obtained to 350 lots per calendar year from the date of approval of the zoning application; provided, however, if the Owners obtain fewer than 350 certificates of occupancy in any calendar year, the balance available may be added to the certificates of occupancy obtained for the following calendar year or any subsequent year. Owner shall submit yearly reports to the Department of Planning & Zoning, on each anniversary date of the approval of this application indicating the number of certificates of occupancy issued per year and on a cumulative basis.

4. **ASPR Approval of Lakes.** Prior to the application for or the issuance of a building permit for any dwelling units, the Owners shall submit a separate application to the Department of Planning and Zoning for ASPR approval for any lake excavations proposed on the Property. Such lake excavations shall comply with Sec. 33-16 of the Code. The Owners shall obtain such approval of the lake excavations prior to obtaining building permits for any dwelling units within the Property.

5. **Restricted Use of Recreational Facilities.** Except for those Public Park parcels, identified herein under Section 7, which will be open to the public, the Owners agree that the recreational facilities constructed on the Property shall be only for the private use of the residents within the Property and their authorized guests and for the marketing purposes of the Owners.

The Owners shall not offer memberships or other permission to use such recreational facilities to any persons who are not residents of the development.

**6. Charter School.**

(a) The Plan identifies 7.82 acres (hereinafter collectively the "School Site") designated for the construction and operation of one or more K-12 charter schools, which will provide 1100 student stations, operated under one or more charter(s) from the School Board of the County (hereinafter the "School Board"). Prior to construction of the School Site, the charter school(s) shall be subject to review by the Miami-Dade County Developmental Impact Committee ("DIC") Executive Council under separate application in accordance with procedures for the review of charter schools. The application(s) for such review shall include a Phase I Environmental Assessment and subsurface investigations and, if required, Phase II Environmental Assessment and subsurface investigations prepared by a licensed geotechnical firm. The cost of the Phase I Environmental Assessment and Phase II Environmental Assessment if required, shall be paid for by the Owners.

(b) Prior to seeking the final plat review for any portion of the Property, the Owners shall provide documented proof to the County that a charter application(s) has/have been submitted to the School Board, that such application(s) has/have been granted subject to County review as provided in Section 6(a) hereof, and that a duly qualified charter school operator has been retained, and has committed, to operate such charter school(s) on the School Site. In addition, the Owners, prior to seeking final plat approval on any portion of the Property, shall enter into a separate agreement with the School Board upon approval of the charter school(s)

outlining appropriate operation terms. In the event the charter school(s) is not approved, the Owners shall comply with Section 6(h) hereof.

(c) Prior to obtaining final plat of any portion of the Property, the Owners shall show documented proof to the County that the charter school(s) have been approved by the DIC Executive Council. Should the charter school(s) be comprised of one or more campuses, this provision shall be considered satisfied only if the DIC Executive Council has reviewed and approved the entirety of all of the campuses.

(d) Prior to seeking the issuance of a certificate of occupancy for the 400<sup>th</sup> residential unit, the Owners shall have obtained certificates of use and occupancy for a charter school(s) providing a minimum of 400 student stations for at least a **minimum** K-5 program. Proof of compliance with this provision shall be in the form of monthly reports submitted by the Owners to the Director, Department of Planning and Zoning, and the School Board specifying the number of certificates of occupancy obtained monthly and the number of certificates of occupancy anticipated to be issued in the following month for residential dwelling units. Monthly reports shall be based upon personal knowledge and shall be sworn and notarized.

(e) Prior to seeking the issuance of a certificate of occupancy for the 800<sup>th</sup> residential unit, the Owners shall have obtained certificates of use and occupancy for a charter school(s) providing a **minimum** of an additional 400 student stations for grades K – 12. Prior to seeking the issuance of a certificate of occupancy for the 1000<sup>th</sup> residential unit, the Owners shall have obtained certificates of use and occupancy for a charter school(s) providing an aggregate total of 1100 student stations. Proof of compliance with this provision shall be as set forth in Section 6(d) above. The Owner shall apply for the creation of a special taxing district, create a homeowners association, and/or similar entity approved by Miami Dade County to maintain and

operate the charter school(s) in the event that such maintenance or operation would become necessary. Owners shall be deemed to have complied with paragraph 6 (a)-(e) herein upon completing and opening an 1100 student station charter school.

(f) The charter school(s) shall be operated continuously so long as this Declaration remains in effect subject to (i) any closures due to casualties and/or natural disasters and (ii) changes approved by the County and/or the School Board.

(g) Until all of the aforesaid approvals for the charter school(s) has been obtained, and construction of the charter school(s) has commenced, the School Site shall be maintained as open/green space. At no time shall the School Site be used for the location of temporary structures or uses such as but not limited to, construction trailers, sales offices, construction staging areas, or construction storage areas.

(h) In the event that the charter school application(s) is/are not approved by the School Board prior to final plat on any portion of the Property, or in the event the charter school(s) is/are not approved by the DIC Executive Council prior to approval of final plat in any portion of the Property, as referenced above, the Owners shall offer the 7.82 acre School Site for sale to the School Board in accordance to the provisions of a separate covenant between the Owners and the School Board (the "School Board Covenant"), acceptable to the School Board, to be recorded prior to application for final plat approval of any portion of the Property. In the event that the School Board fails to enter into an agreement with the Owners to purchase the School Site pursuant to the School Board Covenant in favor of the School Board, the School Site shall remain as open/green space, and the Owners may proceed with the development of the remainder of the Property as provided herein. If not developed as a charter school(s) or purchased by the School Board, the School Site, which shall then remain open/green space, shall



be landscaped and maintained by the Owners at no cost to the County, in accordance with a landscape plan, to be submitted to and approved by, the Director, Department of Planning and Zoning, prior to final plat approval of any portion of the Property abutting or immediately across the street from the 7.82 acre School Site. Further, in such case the Owners shall apply for the creation of a special taxing district, create a homeowner's association and/or similar entity approved by Miami-Dade County to maintain the School Site in perpetuity open as green space. Notwithstanding any provision herein to the contrary, the then fee simple owners of the school site may offer the School Site for sale to the School Board at any time.

**7. Contribution to Parks and Recreation Department.**

(a) In addition to the property containing a clubhouse, private parks and 67 acres of private open space, the Owners, their heirs, successors and assigns, in order to meet the future public park needs generated by this development, shall reserve by plat for future public park use to be administered by the Miami-Dade County Park and Recreation Department (the "Department"), the parcels within the Property identified on the plan as:

Parcel 1-A: 1(0.82 acres),  
              2(1.04 acres),  
              5 (1.11 acres),  
Parcel 1-C: 13 (1.09 acres),  
Parcel 2-E 19 (0.81 acres),  
              20 (2.00 acres),  
Parcel 2G 21 (6.2 acres),

(the "Public Park Parcels"), and totaling 13.07 acres.

(b) The Public Park Parcels shall be conveyed to the County, at no cost to the County, by warranty deed warranting title by, through and under Owners, in fee simple, free from all

liens and encumbrances, after the recordation of the final plat of any portion of the Property and immediately after request by the Department. Prior to conveyance, the Owners, at their expense, shall provide to the County an Assessment Report(s) prepared by a licensed geotechnical firm, and shall further provide a Phase I Environmental Assessment and a Phase II Environmental Assessment if indicated by such Phase I Environmental Assessment Report. The Public Park Parcels shall be administered by the Department and shall be maintained in perpetuity at no cost to the County through a maintenance program fully funded by an acceptable community development district or special taxing district subject to approval by the County. Maintenance may be performed directly by the Department or by such community development district on special taxing district upon approval of the Department, and at no cost to the Department. If the Public Park Parcels are accepted by the County, the Owners shall provide to the County, in recordable form, a hold harmless and indemnification agreement, in form acceptable to the County, to hold the County harmless from liability for occurrences on the Public Park Parcels. The maintenance program shall include, but shall not be limited to, a guarantee that all recreational improvements are kept in good working order and fully usable by the public. Notwithstanding any other provision contained in this Declaration of Restrictions, the County shall be under no obligation to accept any dedication or conveyance and the right to reject any such dedication or conveyance is expressly reserved to the County.

(c) The Owners shall construct on the Public Park Parcels recreational improvements pursuant to a site plan and specification approved by the Miami-Dade County Parks and Recreation Department. The cost of the improvements shall be at least equal to the Owners' obligation to pay the improvement portion of the Park Impact Fee under Section 33H-7 of the Code of Miami-Dade County, as amended from time to time. The improvements specified in

this section, which lie east of 117 Avenue, shall be completed no later than the issuance of a certificate of occupancy for the 600th residential unit. The remaining public park parcels improvements shall be completed by the time of issuance of a certificate of occupancy for the 1500<sup>th</sup> residential unit.

(d) The County retains the sole right to accept or reject any parcel of land described in this section in accordance with Section 33H-10 of the Code governing suitability of public park donations.

**8. Contribution In Lieu of Road Impact Fees.**

The Owners have determined that the Silver Palm Community meets traffic concurrency. Nonetheless, in order to increase road capacity at the intersections of SW 112 Ave and 220, 224, and 232 Streets, the Owners shall apply for and enter into an agreement with the County, pursuant to Section 33E-10 of the Miami Dade County Code and in accordance with the Impact Fee Manual, to have or cause to have all the off-site roadway improvements contained within Exhibit "B" attached hereto open to traffic prior to the issuance of the certificate of occupancy for the 250<sup>th</sup> residential unit. The improvements listed on Exhibit "B" shall be subject to credit for contribution in lieu of impact fees or roadway improvements at actual construction costs, if authorized and approved pursuant to County code. Those improvements to be constructed or caused to be constructed by the Owners will be subject to review by the County and the Florida Department of Transportation ("FDOT"). The cost of the improvements listed on Exhibit "B" will not exceed 50% of the Owners' proportionate share, as calculated based on the impact fee formula in Section 33E-7 of the Miami Dade County Code, of roadway improvement impact fees. In addition, the Owners will provide a contribution in lieu of road improvement impact fees in an amount not to exceed the remaining 50% balance owed for road improvement impact fees.

This additional 50% balance shall be used for capacity improvements at the intersection of SW 112 Avenue and 248 Street or along the SW 112 Avenue corridor between the Homestead Extension of Florida's Turnpike (HEFT) and US 1. This additional contribution in lieu of road impact fees shall be provided at the time required by the County code for payment of road impact fee. The total contribution in lieu of roadway improvement impact fees will not exceed the Owners' proportionate share as determined by the impact fee formula in Section 33E-7 of the county code. Construction of any improvement is subject to permitting by the appropriate governmental agencies. Any contribution in lieu of impact fees shall be subject to authorization and approval pursuant to the county code.

9. **Prohibition of Apartment Units in RU-3M Zones Areas.**

The RU-3M zoned area of Silver Palm shall be built with townhouses as defined in Chapter 33 of the code of Miami Dade County and pursuant to the Plan. Notwithstanding the RU-3M zoning classification on any portion of the Property, the Owners will at no time build apartment units at Silver Palm. The Silver Palm Community will be comprised solely of single family homes and townhouses as provided in the Plan.

10. **Miscellaneous.**

A. **County Inspection.** As further part of this Declaration of Restrictions, it is hereby understood and agreed that any official inspector of the County (or any successor municipal corporation), or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

**B. Covenant Running with the Land.** This Declaration of Restrictions on the part of the Owners shall constitute a covenant running with the land and may be recorded, at the Owners' expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owners, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future Owners of the real Property and for the benefit of Miami Dade County and public welfare. Owners, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration of Restrictions does not in any way obligate or provide a limitation on the County.

**C. Term.** This Declaration of Restrictions is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date that this Declaration of Restrictions is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then Owners(s) of the Property has been recorded agreeing to change this Declaration of Restrictions in whole, or in part, provided that this Declaration of Restrictions has first been modified or released by Miami-Dade County (or any successor municipal corporation).

**D. Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, Owners(s) of the Property covered by the proposed modification, amendment or release, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of the County, or in the event of the incorporation of the area where the Property

is located, by such successor municipal corporation, whichever by law has jurisdiction over such matters, after public hearing. However, any modification, amendment, or release pertaining to the School Site and the common spaces of the Property, including but not limited to the public and non-public park parcels and the clubhouse, shall require a written instrument executed by all the, then, Owners(s) of the Property, including joinders of all mortgages, if any.

E. Should this Declaration of Restrictions be so modified, amended or released, the Director of the County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

F. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration of Restrictions shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorneys and costs incurred. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

G. **Authorization for Miami-Dade County or Successor Thereto to Withhold Permits and Inspections.** In the event the terms of this Declaration of Restrictions are not being complied with, in addition to any other remedies available, the County (or any successor municipal corporation) is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration of Restrictions is complied with.

H. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other or additional rights, remedies or privileges.

I. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County (or any successor municipal corporation), then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration of Restrictions.

J. **Severability.** Invalidation of any one or more of the provisions of these covenants, by judgment of Court, shall not affect any of the other provisions of these covenants which shall remain in full force and effect. However, if any material portion is invalidated, and such provision is not timely amended or replaced or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

K. **Recording.** This Declaration of Restrictions shall only be filed of record in the public records of the County, at the cost to the Owners, following the adoption by the County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

L. **Acceptance of Declaration.** The Owners acknowledge that acceptance of this Declaration of Restrictions does not obligate the County in any manner with respect to the Application, nor does it entitle the Owners to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny the Application in whole or in part and to decline to accept any conveyance.

The term "Owners" includes the owners, their heirs, successors and assigns.



**[Execution Pages Follow]**

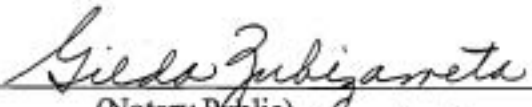
Declaration of Restrictions  
Manuel C. Diaz, et al.

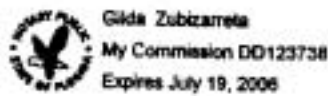
IN WITNESS WHEREOF, we have hereunto set our hands and seal this 3<sup>RD</sup> day of

DECEMBER, 2003.

By:   
Manuel C. Diaz


Sworn to and subscribed before me this 3<sup>RD</sup> day of DECEMBER, 2003.  
Affiant is personally known to me or has produced \_\_\_\_\_ as  
identification.

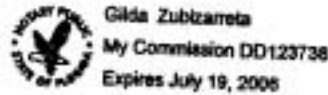
  
(Notary Public)  
My commission expires 7/19/06



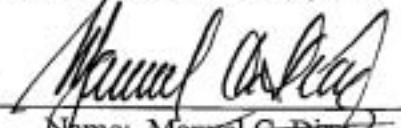
By:   
Emilia F. Diaz

Sworn to and subscribed before me this 3<sup>RD</sup> day of DECEMBER, 2003.  
Affiant is personally known to me or has produced \_\_\_\_\_ as  
identification.

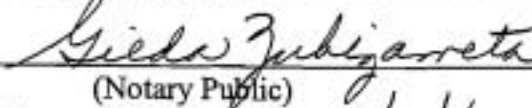
  
(Notary Public)  
My commission expires 7/19/06

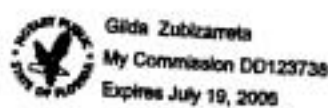


Diaz Landscaping & Nursery, Inc.

By:   
Name: Manuel C. Diaz  
Title: President

Sworn to and subscribed before me this 3<sup>RD</sup> day of DECEMBER, 2003 by  
Manuel C. Diaz as President of Diaz Landscaping and Nursery, Inc. Affiant is personally known  
to me or has produced \_\_\_\_\_ as identification.

  
(Notary Public)  
My commission expires 7/19/06



**JOINDER**

Fremont Investment & Loan, a California industrial bank ("Lender"), hereby executes this Joinder as of December 2, 2003, for the purpose of evidencing its consent to the foregoing Declaration of Restrictions dated as of December \_\_\_\_\_, 2003 (the "Restrictions") by and among Manuel C. Diaz, Emilia F. Diaz and Diaz Landscaping & Nursery, Inc. By this consent, Lender assumes no responsibility or liability for any of the terms or provision of the Restrictions; provided, however, that if Lender or any other party obtain an ownership, beneficial or long-term leasehold interest in any portion of the Property, all terms, agreements and provisions of this Declaration of Restrictions shall be binding upon the parties obtaining such interest. Lender further agrees that the lien in force and effect of that certain Mortgage and Fixture Filing dated as of March 26, 2003, executed by Manuel C. Diaz, Emilia F. Diaz and Diaz Landscaping & Nursery, Inc., and recorded on April 2, 2003, at ORB 21142, at Page 3250 of the Public Records of Miami-Dade County, Florida, and all amendments thereto (the "Mortgage") hereby is made subject and subordinate to the Restrictions. No modification or amendment of the Restrictions shall be binding upon Lender or subordinate to the lien of the Mortgage without the prior written consent of the Lender.

***IN WITNESS WHEREOF***, these presents have been executed this 2<sup>nd</sup> day of

December, 2003.

**WITNESSES:**

**FREMONT INVESTMENT AND LOAN,  
a California industrial bank.**

  
\_\_\_\_\_  
Signature

Nathan Joho  
Print Name

By:   
\_\_\_\_\_  
Signature

Matthew Guerin - Assistant Vice President  
Print Name / Title

  
\_\_\_\_\_  
Signature

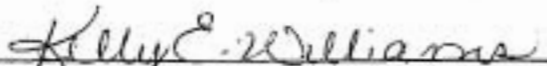
Andre Gonzalez  
Print Name

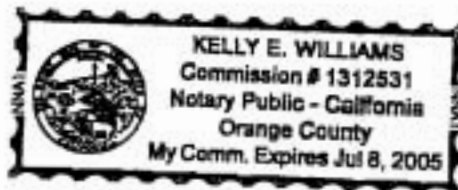
[LENDER NOTARY]

STATE OF CALIFORNIA    )  
                                  ) SS.  
COUNTY OF ORANGE    )

On December 2, 2003, before me, Kelly E. Williams, a Notary Public, personally appeared Matthew Gouvion, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS me hand and official seal.

  
\_\_\_\_\_  
Kelly E. Williams, Notary Public



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

**PHASE I**

PARCEL 1( #4, #6, #12, #17 )

All of Northwest ¼ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County Florida, Less the following:

Beginning at the Southwest corner of the NW ¼, run North 0°36'32" West along West line of such NW ¼ for 530.0 feet; thence run North 89°28'16" East parallel to the South line of such NW ¼ for 231.35 feet; thence run North 86°50'49" East for 436.68 feet to a point on the East line of the SW ¼ of the SW ¼ of such NW ¼, thence North 0°32'21" West along such East line 30.00 feet; thence run North 89°28'16" East parallel to the South line of such NW ¼ for 333.82 feet to the East line of the West ½ of the SE ¼ of the SW ¼ of the such NW ¼, thence South 0°30' 15" East along such East line for 580.00 feet to the South line of the such NW ¼, thence South 89°28'16" West along such South line for 1000.39 feet to the Point of Beginning.

LESS

West ½ of the NE ¼ of NW ¼ of NW ¼;

LESS

South 264 feet of East 5/8 of NW ¼;

LESS

North ¾ of NW ¼ of SW ¼ of NW ¼;

LESS

East 50 feet of NW ¼;

LESS

West 35 feet of NW ¼;

LESS

A portion of the Northwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 19; thence North 00°36'32" West along the West line of the such Northwest 1/4 of Section 19 for 530.00 feet; thence North 89°28'16" East for 35.00 feet to a point on the East Right-of-way line of S. W. 117th Avenue, such point being the Point of Beginning of the parcel herein described; thence from the above established Point of Beginning run North 00°36'32" West along the such East Right-of-way line of S. W. 117th Avenue for 293.48 feet to a point on the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of such Section 19; thence North 89°22'40" East along the such North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 632.94 feet to the Northeast corner of the such South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence North 00°32'20" West along the West line of the West 1/2 of the Northeast 1/4 of the such Southwest 1/4 of the Northwest 1/4 of Section 19 for 494.71 feet to the Northwest corner of the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence North 89°19'19" East along the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 334.27 feet to the Northeast corner of the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence South 00°30'14" East along the East line of the West 1/2 of the East 1/2 of the Southwest 1/4 of the such Northwest 1/4 of Section 19 for 740.10 feet; thence South 89°28'16" West for 333.82 feet to a point on the East line of the Southwest 1/4 of the such Southwest 1/4 of the Northwest 1/4 of Section 19; thence South 00°32'20" East along the such East line of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 30.00 feet; thence South 86°50'49" West for 436.68 feet; thence South 89°28'16" West for 196.35 feet to the Point of Beginning.

AND LESS

The North 660.00 feet of the East 660.00 feet of the NW 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

That part of the East  $\frac{1}{2}$  of the SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 18, Township 56 South, Range 40 East, lying South of Bailes Road, per Clerk's File No 64R-189139.

AND

The West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 18, Township 56 South, Range 40 East lying South of Bailes Road, lying and being in Miami-Dade County, Florida.

AND

Tract 6, Less the West 103 feet thereof, of SOUTH MIAMI GARDENS, SECOND AMENDED PLAT, according to the Plat thereof, as recorded in Plat Book 48, at page 28 of the Public Records of Miami-Dade County, Florida.

PARCEL 1A

The West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 19, Township 56 South, Range 40 East lying and being in Miami-Dade County, Florida.

PARCEL 2 ( # 98 )

The South  $\frac{2}{5}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , less the East 50 feet; and the South  $\frac{2}{5}$  of the East  $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; and the South  $\frac{2}{5}$  of the West  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , all in Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

PARCEL 3 ( # 14 and # 15 )

Tract 5, Less the West 132 feet and Less the East 25 feet thereof, according to the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the Plat thereof, as recorded in Plat Book 31, at page 58 of the Public Records of Miami-Dade County, Florida.

Tract 1, of FLORENCE B. HOLFERTY'S FARM, according to the Plat thereof, as recorded in Plat Book 51 at page 24 of the Public Records of Miami-Dade, County, Florida, Less the following Parcel, to-wit: Begin 25 feet East of the Northwest corner of such Tract 1, thence East 107.65 feet, thence South 107 feet, thence West 107.65 feet, thence North 107 feet to the Point of Beginning.

**PARCEL 4 (# 5)**

The West  $\frac{1}{2}$  of SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  Less that part lying North of Bailes Road, Section 18, Township 56 South, Range 40 East, Miami-Dade County, Florida, such Property being more particularly described as follows:

A portion of the SW  $\frac{1}{4}$  of Section 18, Township 56 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the Southwest corner of such SW  $\frac{1}{4}$  of Section 18; thence along the South line of such SW  $\frac{1}{4}$ , N89°10'24" East, 670.16 feet to a point of intersection with the West line of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 18; thence along such West line N1°26'19" West, 40.00 feet to a point on the North Right of way line of the zoned right of way of SW 232nd Street, such point also being the Point of Beginning of the following described parcel of land; thence continue N1°26'19" West, 179.97 feet to a point of intersection with the Southerly right of way line of Bailes Road; thence along such Southerly right of way line S74°50'58" East, 341.74 feet; thence continue along such Southerly right of way line S62°23'21" East, 8.89 feet to a point of intersection with the East line of the West  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , of the SW  $\frac{1}{4}$  of Section 18; thence along such East line S1°19'57" East, 81.66 feet to a point of intersection with the aforementioned North right of way line of the zoned right of way of SW 232nd Street; thence along such North right of way line lying 40.00 feet, as measured at right angles; North of and parallel with the South line of such SW  $\frac{1}{4}$  of Section 18, S89°10'24" West, 335.15 feet to the Point of Beginning.

**PARCEL 5**

The South 107 feet of the West 107.65 feet, Less the East 25 feet of Tract 1 of AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the Plat



thereof, as recorded in Plat Book 31, at page 58 of the Public Records of Miami-Dade County, Florida.

**PHASE II**

**PARCEL 1 (#11)**

All of Tract 1 of the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the Plat thereof, as recorded in Plat book 31, at page 58 of the Public Records of Miami-Dade County, Florida, Less the South 107 feet of the West 107.65 feet, and Less the East 25 feet;

And

All of Tract 7 of the 2 ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the Plat thereof, as recorded in Plat Book 48, at page 28 of the Public Records of Miami-Dade County, Florida.

**PARCEL 2 (#7)**

The North 262 feet of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

**PARCEL 3 (#44)**

The East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  in Section 24, Township 56 South, Range 39 East, Less the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

**PARCEL 4 (#45)**

The North 902.55 feet of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  in Section 24, Township 56 South, Range 39 East, Less the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

PARCEL 5

A portion of the Northwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 19; thence North  $00^{\circ}36'32''$  West along the West line of the such Northwest 1/4 of Section 19 for 530.00 feet; thence North  $89^{\circ}28'16''$  East for 35.00 feet to a point on the East Right-of-way line of S. W. 117th Avenue, such point being the Point of Beginning of the parcel herein described; thence from the above established Point of Beginning run North  $00^{\circ}36'32''$  West along the such East Right-of-way line of S. W. 117th Avenue for 293.48 feet to a point on the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of such Section 19; thence North  $89^{\circ}22'40''$  East along the such North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 632.94 feet to the Northeast corner of the such South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence North  $00^{\circ}32'20''$  West along the West line of the West 1/2 of the Northeast 1/4 of the such Southwest 1/4 of the Northwest 1/4 of Section 19 for 494.71 feet to the Northwest corner of the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence North  $89^{\circ}19'19''$  East along the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 334.27 feet to the Northeast corner of the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence South  $00^{\circ}30'14''$  East along the East line of the West 1/2 of the East 1/2 of the Southwest 1/4 of the such Northwest 1/4 of Section 19 for 740.10 feet; thence South  $89^{\circ}28'16''$  West for 333.82 feet to a point on the East line of the Southwest 1/4 of the such Southwest 1/4 of the Northwest 1/4 of Section 19; thence South  $00^{\circ}32'20''$  East along the such East line of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 30.00 feet; thence South  $86^{\circ}50'49''$  West for 436.68 feet; thence South  $89^{\circ}28'16''$  West for 196.35 feet to the Point of Beginning.

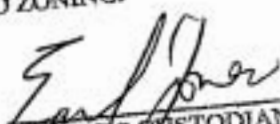
**EXHIBIT B**

**Silver Palms Offsite Roadway Improvements**

**Contribution In-Lieu of Roadway Impact Fees**

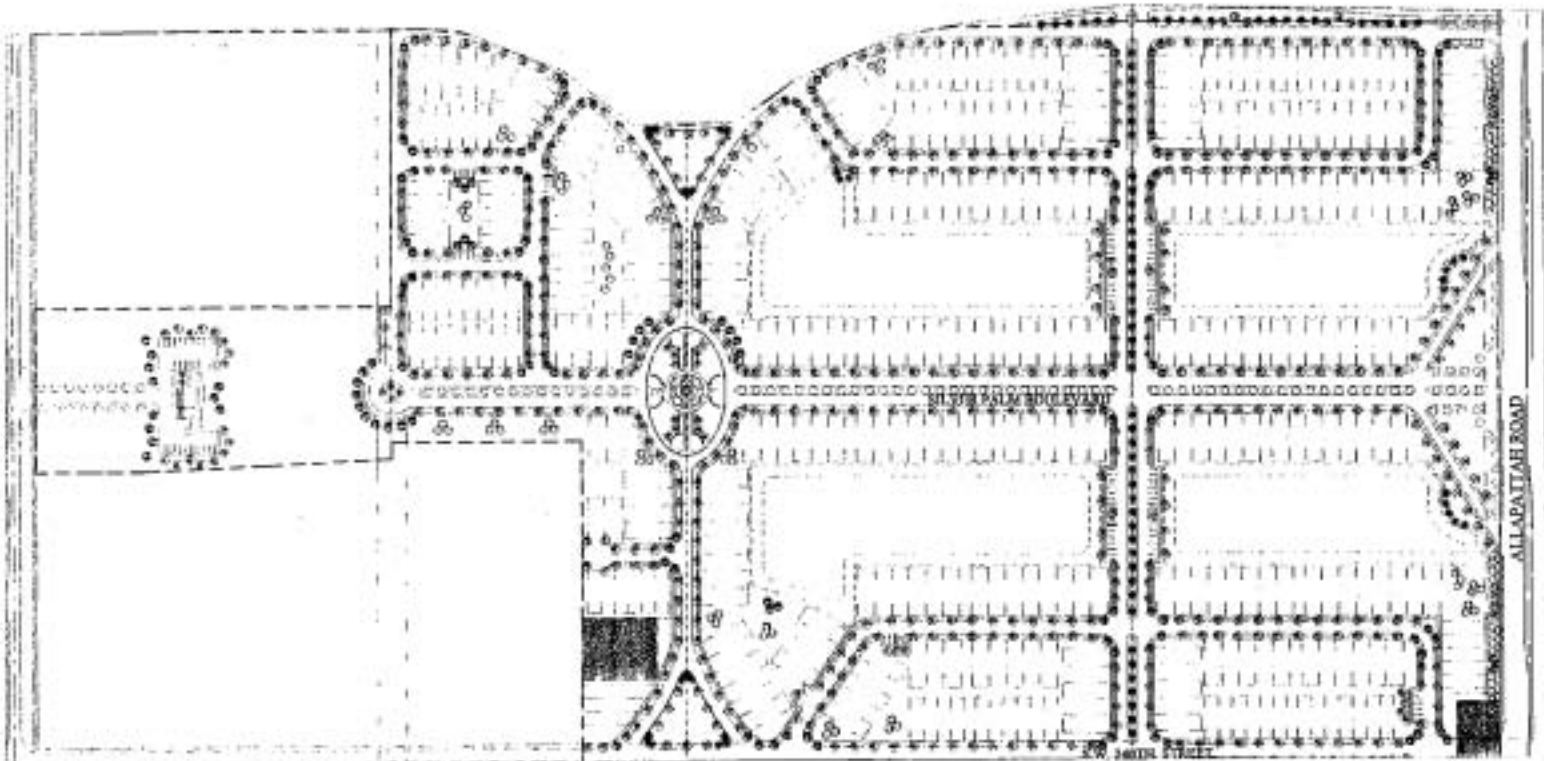
<b>INTERSECTION</b>	<b>IMPROVEMENT</b>
SW 112 Avenue/SW 220 Street	Add SB & NB Right Turn Lane
SW 112 Avenue/SW 224 Street	Install Traffic Signal Add SB Right Turn Lane Add EB, WB, SB, NB Left Turn Lanes
SW 112 Avenue/SW 232 Street	Install Traffic Signal Add SB Right Turn Lane Add WB and SB Left Turn Lanes

CERTIFIED TRUE COPY OF THE ORIGINAL  
DOCUMENT ON FILE WITH THE MIAMI-  
DADE COUNTY DEPARTMENT OF  
PLANNING AND ZONING.

  
RECORDS CUSTODIAN







ALLAPATTAH ROAD



**SYMBOL LIST:**

DRAW.	KEY	BOTANICAL COMMON NAME	DESCRIPTION
121		Small tree	12" x 12" @ 7' spacing
121		Small tree	12" x 12" @ 7' spacing
8		Small tree	12" x 12" @ 7' spacing
30		Small tree	12" x 12" @ 7' spacing
4		Small tree	12" x 12" @ 7' spacing
28		Small tree	12" x 12" @ 7' spacing
548		Small tree	12" x 12" @ 7' spacing
88		Small tree	12" x 12" @ 7' spacing

SEE SHEET L-18 FOR TYPICAL LOT PLANTING PLAN

**RU-TH STREET TREE REQUIREMENTS**

STREET FRONTAGE (LINEAR FEET)	TREES PER FOOT	TREES PER BLOCK
25.000 & L.	100'	250

**NOTES:**  
 NO TREES SHALL BE LOCATED WITHIN THE SAFETY RIGHT TRIANGLE.  
 THERE SHALL BE 5'-0" OF CLEARANCE BETWEEN ALL TREES PLANTED IN THE ROADWAY SWALES AND THE EDGE OF ROADS.

**WITKIN DESIGN GROUP, INC.**  
 1000 N. W. 10th St., Suite 100  
 Ft. Lauderdale, FL 33304  
 Phone: (954) 561-1111  
 Fax: (954) 561-1112  
 Email: info@witkindesign.com

SEAL

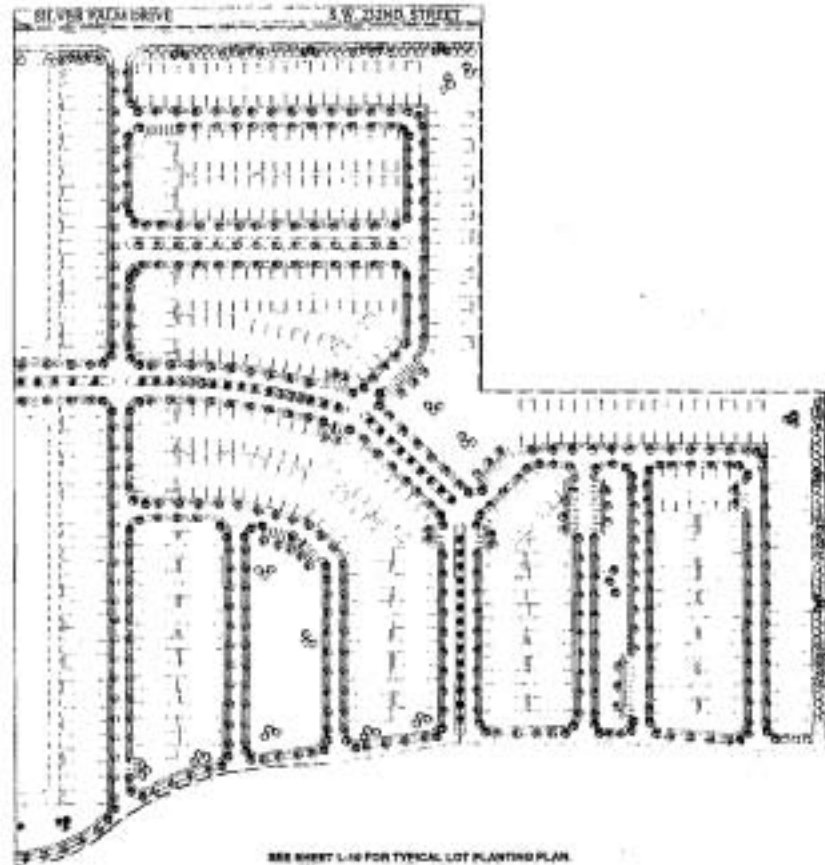
DATE: 11/11/2010  
 TIME: 11:00 AM  
 SHEET: L-3

**SYMBOL LIST:**

QIAN	KEY	BOTANICAL/COMMON NAME	DESCRIPTION
04		2" TREE	2" TREE
01		1" TREE	1" TREE
15		15" TREE	15" TREE
30		30" TREE	30" TREE
400		400" TREE	400" TREE
42		42" TREE	42" TREE

**RU-3M  
STREET TREE REQUIREMENTS**

STREET FRONTAGE (LINEAR FEET)	TREES PROV.	INETS PROV.
0-75	1	1
75-150	2	2
150-300	3	3
300-450	4	4
450-600	5	5
600-750	6	6
750-900	7	7
900-1050	8	8
1050-1200	9	9
1200-1350	10	10
1350-1500	11	11
1500-1650	12	12
1650-1800	13	13
1800-1950	14	14
1950-2100	15	15
2100-2250	16	16
2250-2400	17	17
2400-2550	18	18
2550-2700	19	19
2700-2850	20	20
2850-3000	21	21
3000-3150	22	22
3150-3300	23	23
3300-3450	24	24
3450-3600	25	25
3600-3750	26	26
3750-3900	27	27
3900-4050	28	28
4050-4200	29	29
4200-4350	30	30
4350-4500	31	31
4500-4650	32	32
4650-4800	33	33
4800-4950	34	34
4950-5100	35	35
5100-5250	36	36
5250-5400	37	37
5400-5550	38	38
5550-5700	39	39
5700-5850	40	40
5850-6000	41	41
6000-6150	42	42
6150-6300	43	43
6300-6450	44	44
6450-6600	45	45
6600-6750	46	46
6750-6900	47	47
6900-7050	48	48
7050-7200	49	49
7200-7350	50	50
7350-7500	51	51
7500-7650	52	52
7650-7800	53	53
7800-7950	54	54
7950-8100	55	55
8100-8250	56	56
8250-8400	57	57
8400-8550	58	58
8550-8700	59	59
8700-8850	60	60
8850-9000	61	61
9000-9150	62	62
9150-9300	63	63
9300-9450	64	64
9450-9600	65	65
9600-9750	66	66
9750-9900	67	67
9900-10050	68	68
10050-10200	69	69
10200-10350	70	70
10350-10500	71	71
10500-10650	72	72
10650-10800	73	73
10800-10950	74	74
10950-11100	75	75
11100-11250	76	76
11250-11400	77	77
11400-11550	78	78
11550-11700	79	79
11700-11850	80	80
11850-12000	81	81
12000-12150	82	82
12150-12300	83	83
12300-12450	84	84
12450-12600	85	85
12600-12750	86	86
12750-12900	87	87
12900-13050	88	88
13050-13200	89	89
13200-13350	90	90
13350-13500	91	91
13500-13650	92	92
13650-13800	93	93
13800-13950	94	94
13950-14100	95	95
14100-14250	96	96
14250-14400	97	97
14400-14550	98	98
14550-14700	99	99
14700-14850	100	100



SEE SHEET L-10 FOR TYPICAL LOT PLANTING PLAN

**NOTES:**  
 1. NO TREES SHALL BE LOCATED WITHIN THE SAFETY SIGHT TRIANGLE.  
 2. THERE SHALL BE 4'-0" OF CLEARANCE BETWEEN ALL TREES PLANTED  
 IN THE ROADWAY SWALES AND THE EDGE OF ROAD.



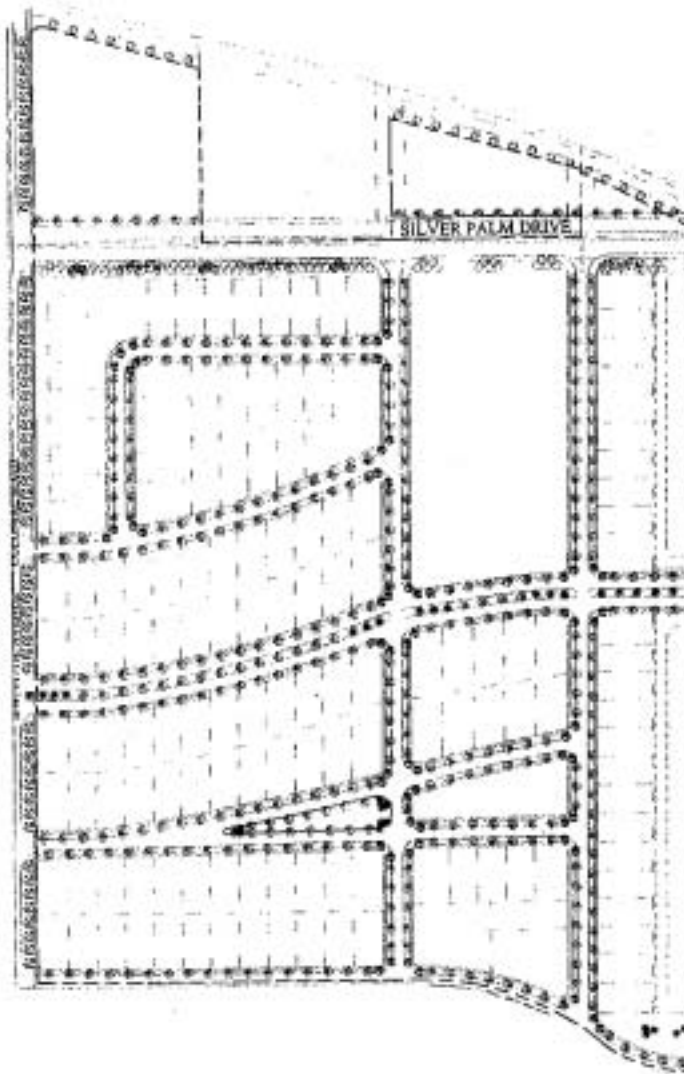
Silver Palm IC



**WITKIN  
DESIGN GROUP**  
 ARCHITECTS  
 1000 S.W. 10TH AVENUE  
 SUITE 200  
 MIAMI, FL 33135  
 (305) 571-1111  
 WWW.WITKINDSIGN.COM



TITLE: LANDSCAPE PLAN  
 DATE: 10/20/2010  
 SCALE: 1"=40'-0"  
 SHEET NO.: L-4



**RU-1Ms  
STREET TREE REQUIREMENTS**

STREET FRONTAGE (LINYARD FEET)	TREES REQD	TREES PROV.
11,430 S.F.	48	54

**SYMBOL LIST:**

QTY	KEY	BOTANICAL/COMMON NAME	DESCRIPTION
21		Red Oak Red Oak	21' x 24' tree P. 24-25
22		Red Oak Red Oak	24' x 24' tree P. 24-25
5		Red Oak Red Oak	24' x 24' tree P. 24-25
24		Red Oak Red Oak	24' x 24' tree P. 24-25
428		Red Oak Red Oak	24' x 24' tree P. 24-25
22		Red Oak Red Oak	24' x 24' tree P. 24-25

SEE SHEET L-19 FOR TYPICAL LOT PLANTING PLAN.



**NOTES:**  
 \*NO TREES SHALL BE LOCATED WITHIN THE SAFETY RIGHT TRIANGLE.  
 \*THERE SHALL BE 6'-0" OF CLEARANCE BETWEEN ALL TREES PLANTED  
 IN THE ROADWAY SHOULDER AND THE EDGE OF ROAD.

**Silver Palm ID**  
 LANDSCAPE ARCHITECTURE

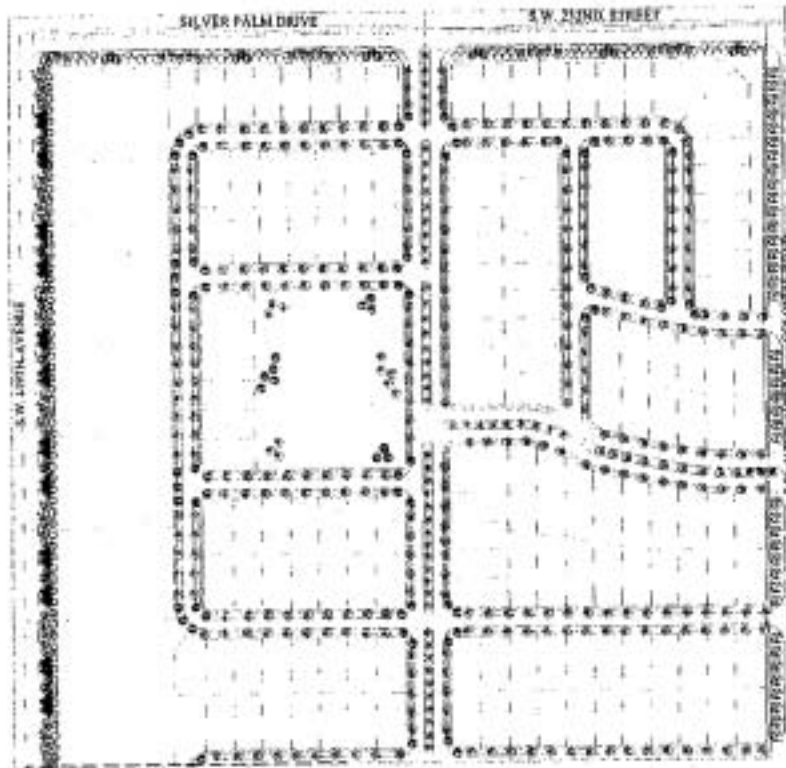
ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE CITY OF SILVER SPRING, MARYLAND, TREE ORDINANCE.

**WITKIN**  
 DESIGN GROUP  
 ARCHITECTS  
 10000 SILVER SPRING ROAD  
 SILVER SPRING, MARYLAND 20910  
 TEL: 301-590-1100  
 WWW.WITKINDSG.COM

SCALE: 1" = 40' 0"

DATE: 11/11/11  
 DRAWING NO: **L-5**





**NOTES:**  
 TWO TREES SHALL BE LOCATED WITHIN THE SAFETY RIGHT TRIANGLE.  
 THERE SHALL BE 8'-0" OF CLEARANCE BETWEEN ALL TREES PLANTED  
 IN THE ROADWAY SWALES AND THE ROGS OF ROAD.



**SYMBOL LIST:**

QUM	SYM	SYMBOL/COMMON NAME	DESCRIPTION
10		10' x 10' Tree	10' x 10' Tree
12		12' x 12' Tree	12' x 12' Tree
16		16' x 16' Tree	16' x 16' Tree
20		20' x 20' Tree	20' x 20' Tree
24		24' x 24' Tree	24' x 24' Tree
30		30' x 30' Tree	30' x 30' Tree
40		40' x 40' Tree	40' x 40' Tree
60		60' x 60' Tree	60' x 60' Tree
80		80' x 80' Tree	80' x 80' Tree
100		100' x 100' Tree	100' x 100' Tree

**RU-1Ma  
 STREET TREE REQUIREMENTS**

STREET FRONTAGE (LINEAR FEET)	TREES REQD.	TREES PROV.
21,000 ft. &	50	51

SEE SHEET L-10 FOR TYPICAL LOT PLANTING PLAN.

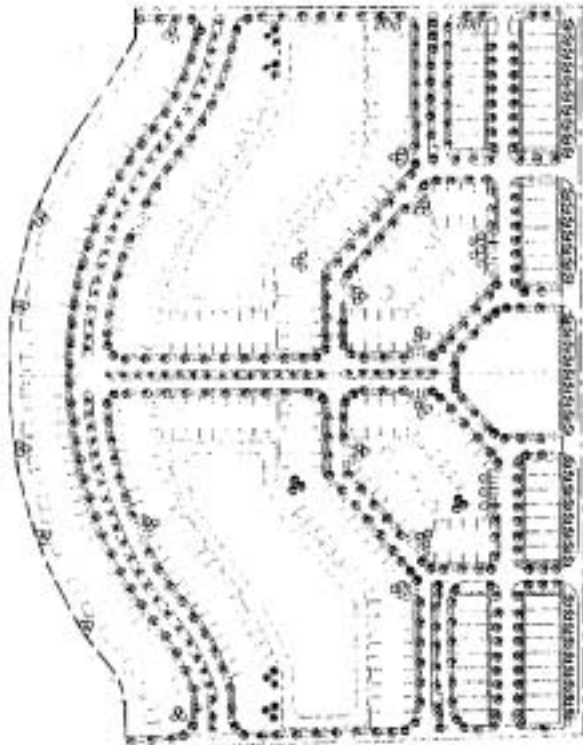
Silver Palm 2E  
 MICHIGAN COUNTY, IOWA



**WITKIN  
 DESIGN GROUP**  
 ARCHITECTS & ENGINEERS  
 1000 W. 14TH ST., SUITE 100  
 IOWA CITY, IOWA 52242  
 (319) 335-1111  
 www.witkindingroup.com



DATE: 11/11/11  
 SCALE: 1" = 40' - 0"  
 DRAWING: L-6



SEE SHEET L-11 FOR TYPICAL LOT PLANTING PLAN



**SYMBOL LIST:**

QUM	KEY	STANDARD COMMON NAME	DESCRIPTION
08		12" DIA. TREE	12" DIA. TREE
09		18" DIA. TREE	18" DIA. TREE
10		24" DIA. TREE	24" DIA. TREE
11		30" DIA. TREE	30" DIA. TREE
12		36" DIA. TREE	36" DIA. TREE
13		42" DIA. TREE	42" DIA. TREE
14		48" DIA. TREE	48" DIA. TREE
15		54" DIA. TREE	54" DIA. TREE
16		60" DIA. TREE	60" DIA. TREE

**RU-TH  
STREET TREE REQUIREMENTS**

STREET FRONTAGE (LINEAR FEET)	TREES REQD.	TREES PROV.
150 to 250	30	30

**NOTES:**  
 \*NO TREES SHALL BE LOCATED WITHIN THE SAFETY SIGHT TRIANGLE.  
 \*THERE SHALL BE 6'-0" OF CLEARANCE BETWEEN ALL TREES PLANTED  
 IN THE ROADWAY SWALES AND THE EDGE OF ROAD.

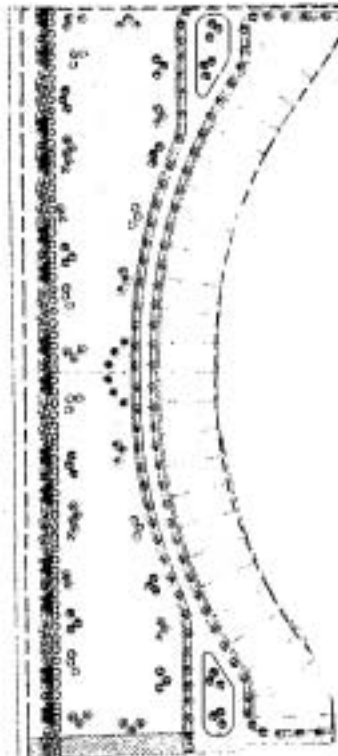
Silver Palm 2F

APPROVED FOR THE CITY OF PALM BEACH  
 PLANNING AND ZONING DEPARTMENT



SCALE: AS SHOWN

DATE: 11/11/11  
 DRAWN BY: J. WITKIN  
 CHECKED BY: J. WITKIN  
 PROJECT: L-7



**SYMBOL LIST:**

DIA.	KEY	BOTANICAL COMMON NAME	DESCRIPTION
40		SPRINGBROOK DOGWOOD (FRAT. TRE)	7' x 12' H 7' DIA. @ 4' H
21		COVILIA MAGNOLIA (FRAT. TRE)	7' x 12' H 7' DIA. @ 4' H
17		SPRINGBROOK DOGWOOD (FRAT. TRE)	7' x 12' H 7' DIA. @ 4' H
140		SPRINGBROOK DOGWOOD (FRAT. TRE)	7' x 12' H 7' DIA. @ 4' H
16		SPRINGBROOK DOGWOOD (FRAT. TRE)	7' x 12' H 7' DIA. @ 4' H

**RU-1MA  
STREET TREE REQUIREMENTS**

STREET FRONTAGE (LINEAR FEET)	TREES REQD.	TREES PROV.
3000.0	63	24

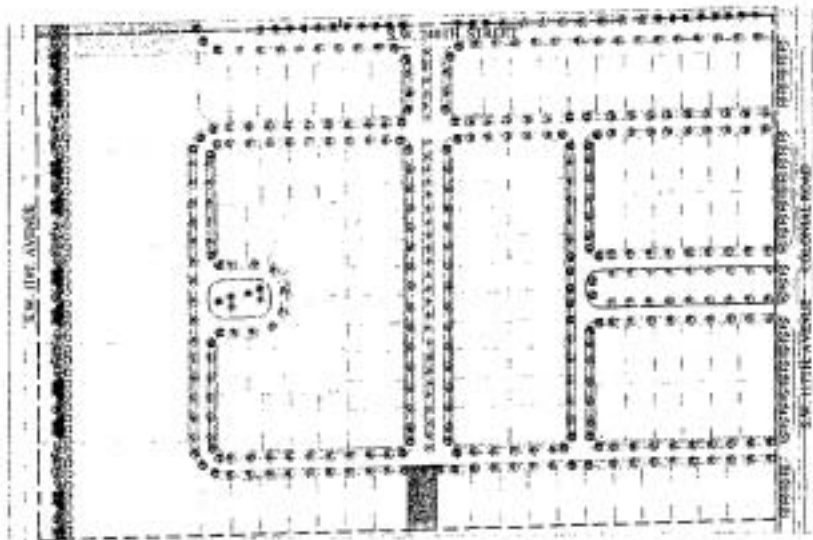
SEE SHEET L-16 FOR TYPICAL LOT PLANTING PLAN.

**NOTES:**  
 1. NO TREES SHALL BE LOCATED WITHIN THE SAFETY SLOPE TRIANGLE.  
 2. THERE SHALL BE 6'-0" OF CLEARANCE BETWEEN ALL TREES PLANTED  
 IN THE ROADWAY SWALES AND THE EDGE OF ROAD.

Silver Palm 2G



TITLE	LANDSCAPE PLAN
DATE	4/10/2010
SCALE	1" = 10' - 0"
PROJECT	L-8



**SYMBOL LIST:**

QTY.	KEY	BOTANICAL COMMON NAME	DESCRIPTION
55		Small tree	7' x 10' tree
15		Small tree	7' x 8' tree
48		Small tree	7' x 6' tree
30		Small tree	6' x 8' tree
30		Small tree	6' x 6' tree
200		Small tree	6' x 4' tree
18		Small tree	4' x 6' tree

**RU-1Ma  
STREET TREE REQUIREMENTS**

STREET FRONTAGE (LINEAR FEET)	TREES REQ'D	TREES HIGH
1075.6	45	40

SEE SHEET L-10 FOR TYPICAL LOT PLANTING PLAN.

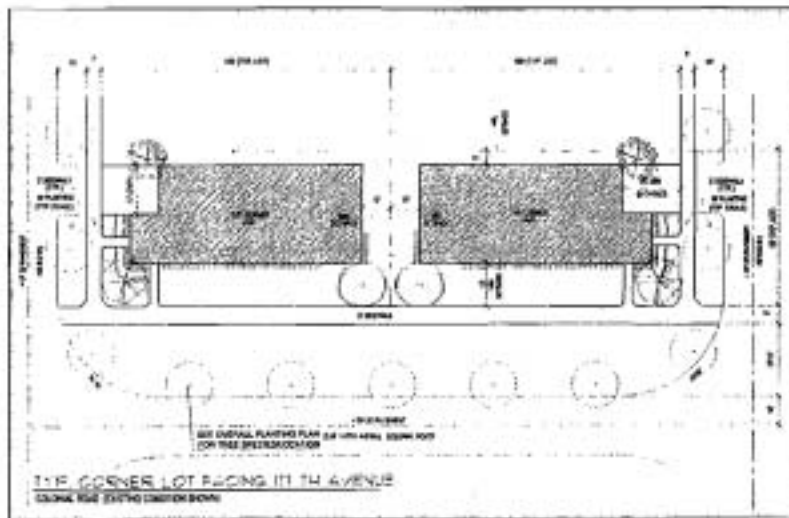
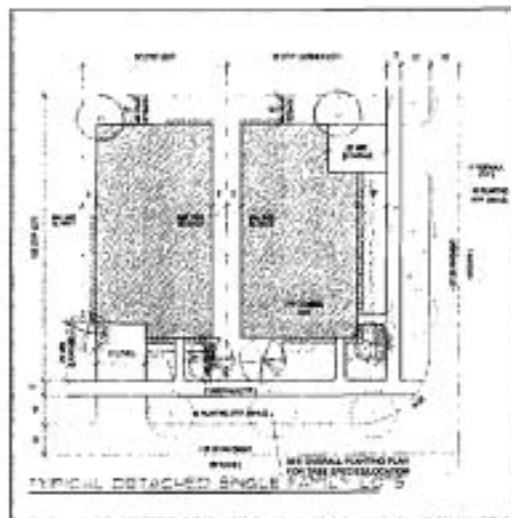
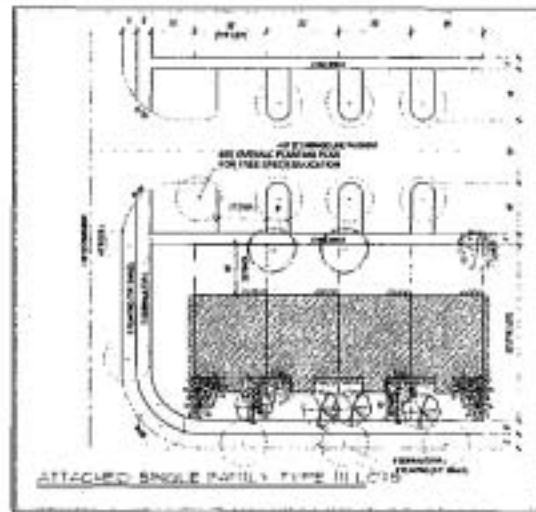
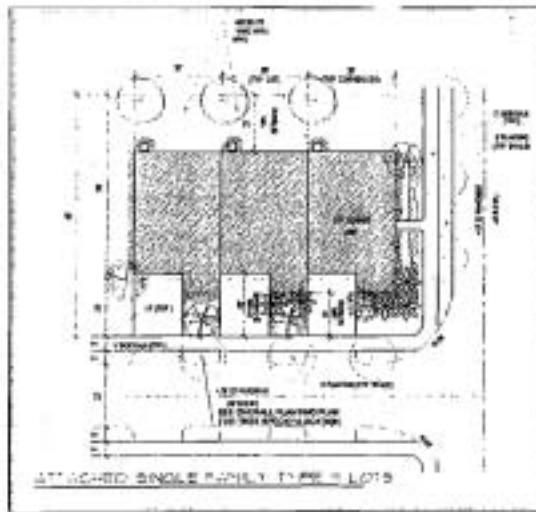
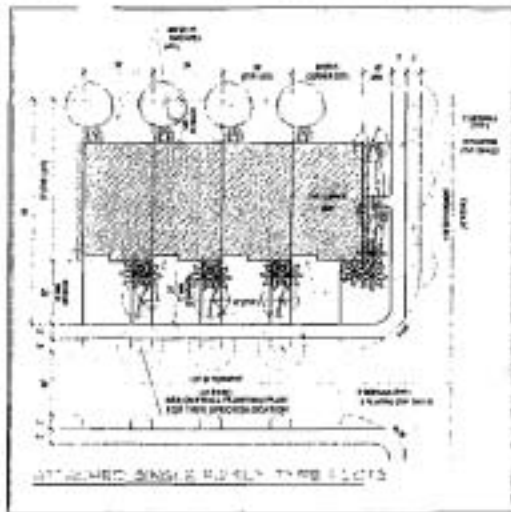
**NOTES:**  
 1. NO TREES SHALL BE LOCATED WITHIN THE SAFETY SIGHT TRIANGLE.  
 2. TREES SHALL BE SET AT CLEARANCE BETWEEN ALL TREES PLANTED IN THE ROADWAY SHOULDER AND THE EDGE OF ROADS.

Silver Palm 2H

21 TREES PER ACRE (20 TREES PER ACRE)  
 21 TREES PER ACRE (20 TREES PER ACRE)



1075.6  
 45  
 40  
 L-9



**TREE LEGEND**

Symbol 1	SMALL STREET TREE	10' x 10' x 10'
Symbol 2	MEDIUM STREET TREE	15' x 15' x 15'
Symbol 3	LARGE STREET TREE	20' x 20' x 20'
Symbol 4	SMALL PLANTING TREE	10' x 10' x 10'
Symbol 5	MEDIUM PLANTING TREE	15' x 15' x 15'
Symbol 6	LARGE PLANTING TREE	20' x 20' x 20'
Symbol 7	SMALL PLANTING TREE	10' x 10' x 10'
Symbol 8	MEDIUM PLANTING TREE	15' x 15' x 15'
Symbol 9	LARGE PLANTING TREE	20' x 20' x 20'

**TREE CALCULATION ATTACHED SINGLE FAMILY**

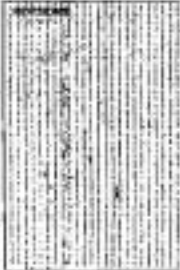
NUMBER OF TREES REQUIRED: 12  
 NUMBER OF STREET TREES: 12  
 NUMBER REQUIRED: 12  
 50% OF THE REQUIRED TREES SHALL BE SMALL STREET TREES  
 50% OF THE REQUIRED TREES SHALL BE MEDIUM STREET TREES

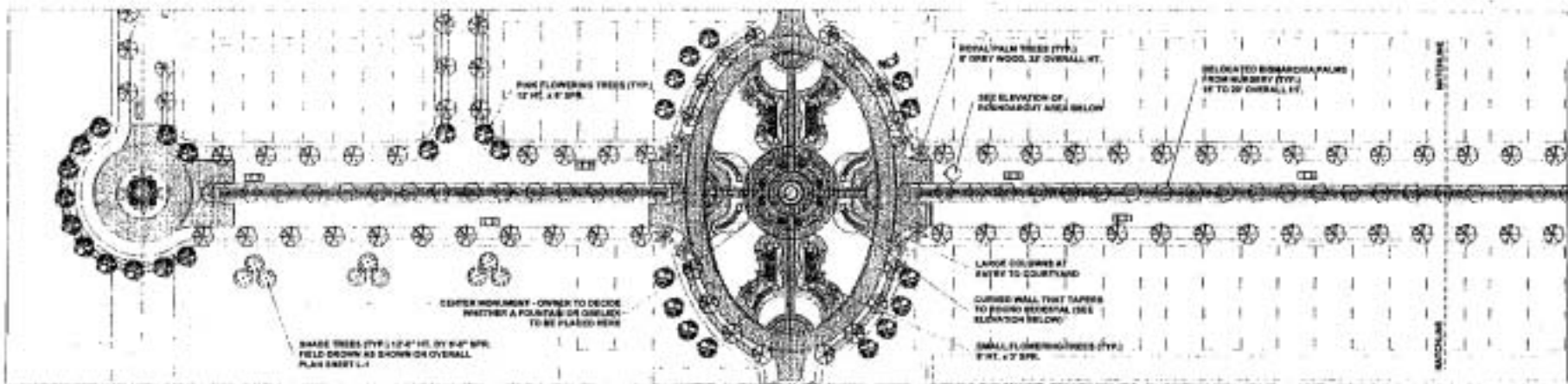


**NOTES:**  
 NO TREES SHALL BE LOCATED WITHIN THE SAFETY SIGHT TRIANGLE.  
 THIS SHEET LS-4 IS FOR OVERALL STREET TREE PLANTINGS.  
 ADDITIONAL SPECIES WILL BE USED BASED ON AVAILABILITY.

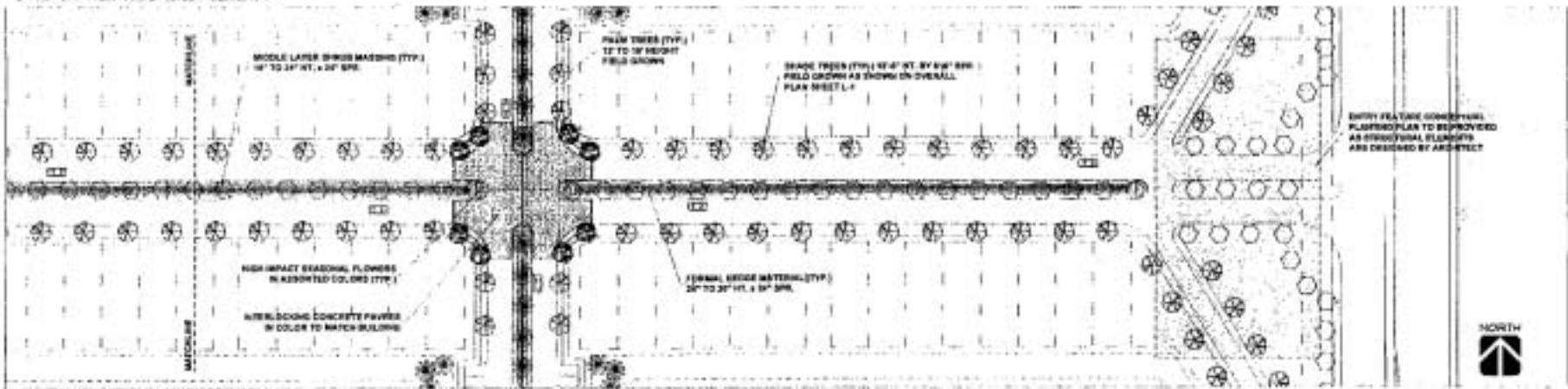
**TREE CALCULATION DETACHED SINGLE FAMILY**

NUMBER OF TREES REQUIRED: 12  
 NUMBER OF STREET TREES: 12  
 NUMBER REQUIRED: 12  
 50% OF THE REQUIRED TREES SHALL BE SMALL STREET TREES  
 50% OF THE REQUIRED TREES SHALL BE MEDIUM STREET TREES

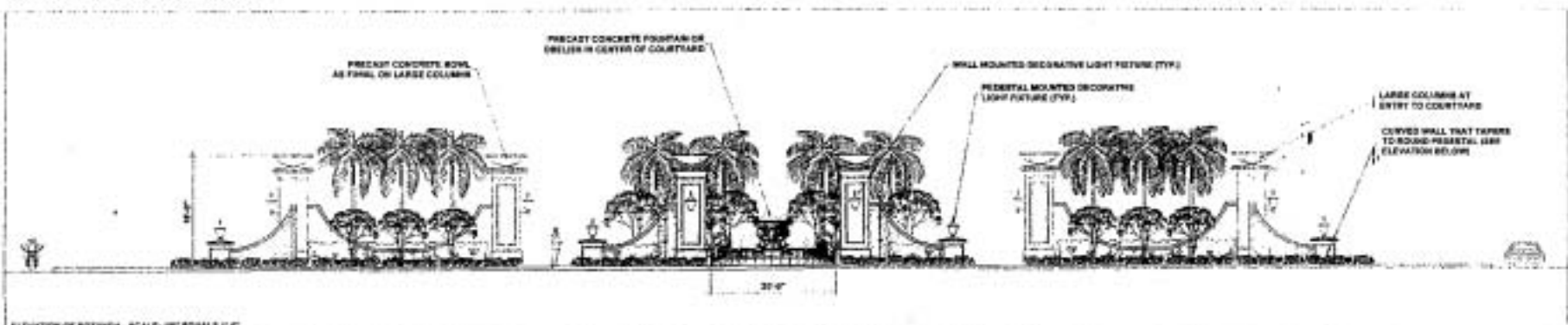




PLAN VIEW OF MAIN ENTRY ROAD - SCALE: 1" EQUALS 40'-0"



PLAN VIEW OF MAIN ENTRY ROAD - SCALE: 1" EQUALS 20'-0"



ELEVATION OF MAIN ENTRY ROAD - SCALE: 1/8" EQUALS 1'-0"

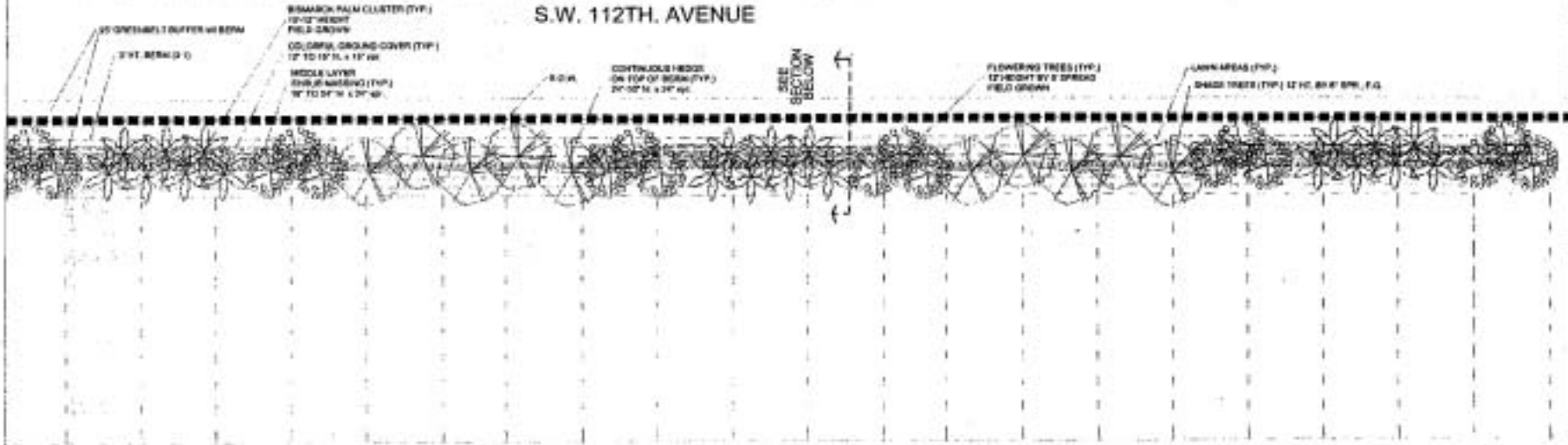
**Silver Palm**  
 Silver Palm Group, Inc.  
 10000 Silver Palm Blvd.  
 Houston, Texas 77036

**WITKIN**  
 DESIGN GROUP  
 10000 Silver Palm Blvd.  
 Houston, Texas 77036  
 TEL: 281-485-1111  
 FAX: 281-485-1112

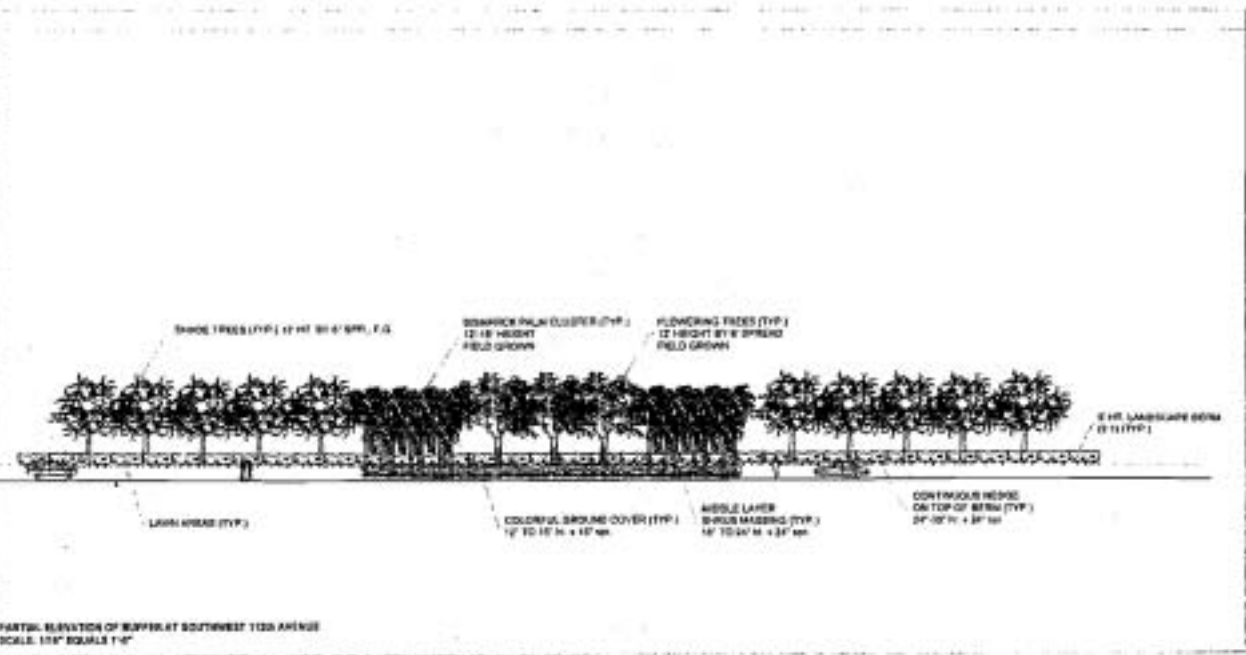
**WITKIN**  
 DESIGN GROUP  
 10000 Silver Palm Blvd.  
 Houston, Texas 77036  
 TEL: 281-485-1111  
 FAX: 281-485-1112

TITLE: L-11  
 DATE: 10/20/03  
 SCALE: AS SHOWN  
 DRAWING NO: L-11

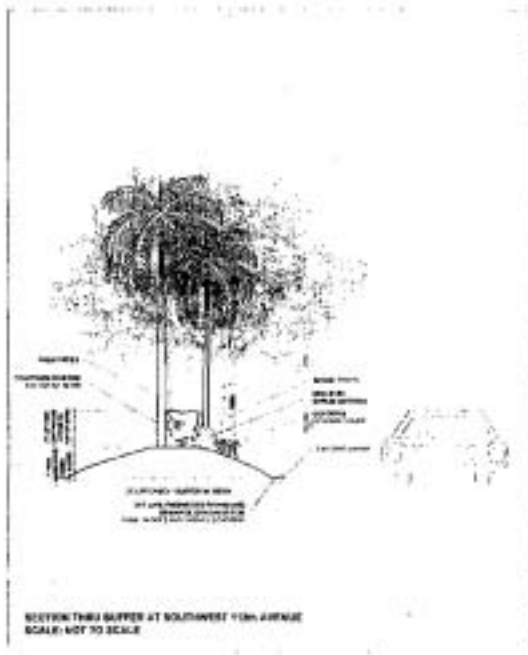
S.W. 112TH AVENUE



PLAN VIEW OF SECTION OF BUFFER AT SOUTHWEST 112th AVENUE  
SCALE: 1/4" = 1'-0"



PARTIAL ELEVATION OF BUFFER AT SOUTHWEST 112th AVENUE  
SCALE: 1/4" = 1'-0"



SECTION THROUGH BUFFER AT SOUTHWEST 112th AVENUE  
SCALE: NOT TO SCALE

**Silver Palm**  
MANUFACTURED COUNTY, FLORIDA

**REVISIONS**

NO.	DATE	DESCRIPTION

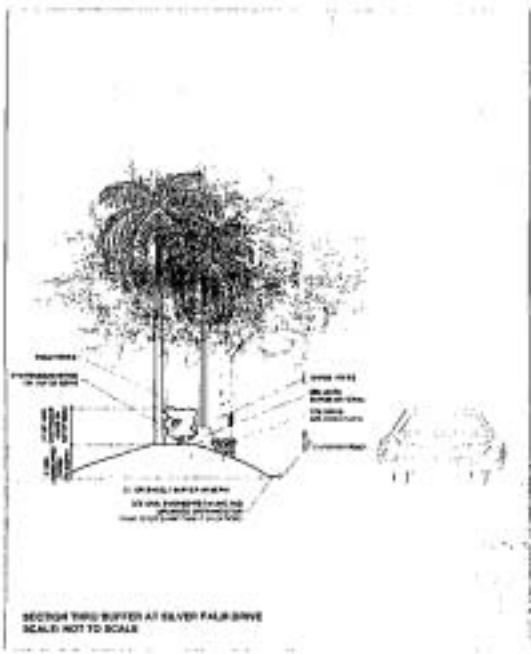
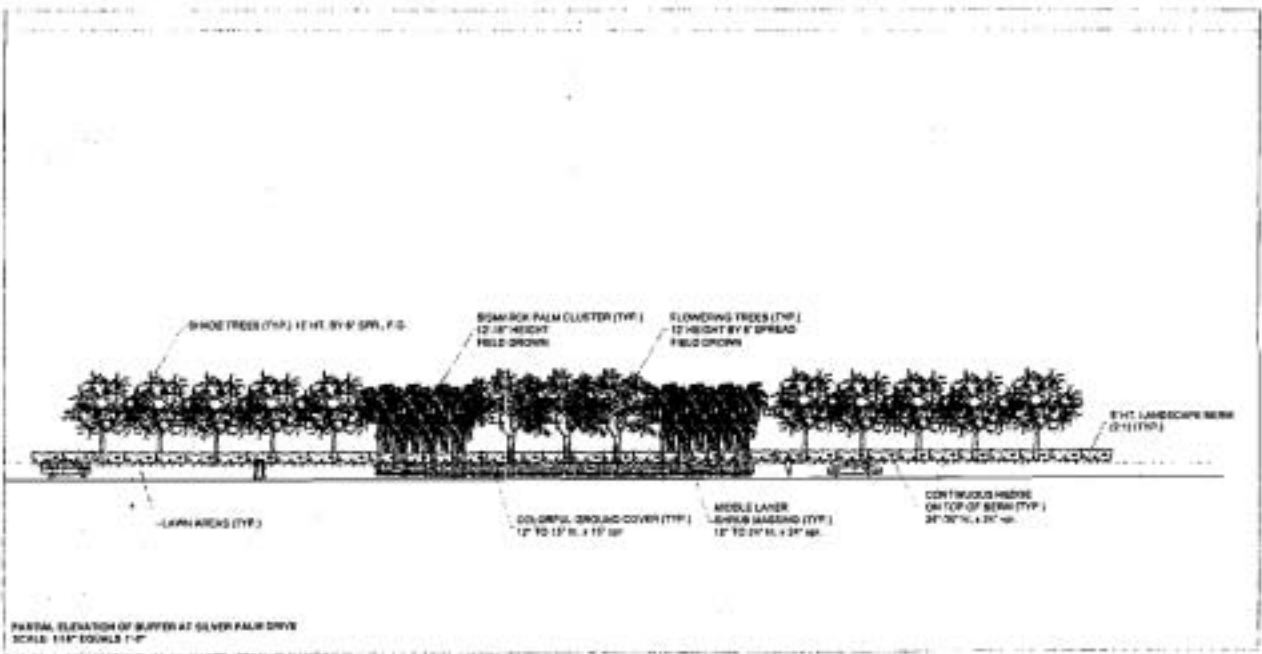
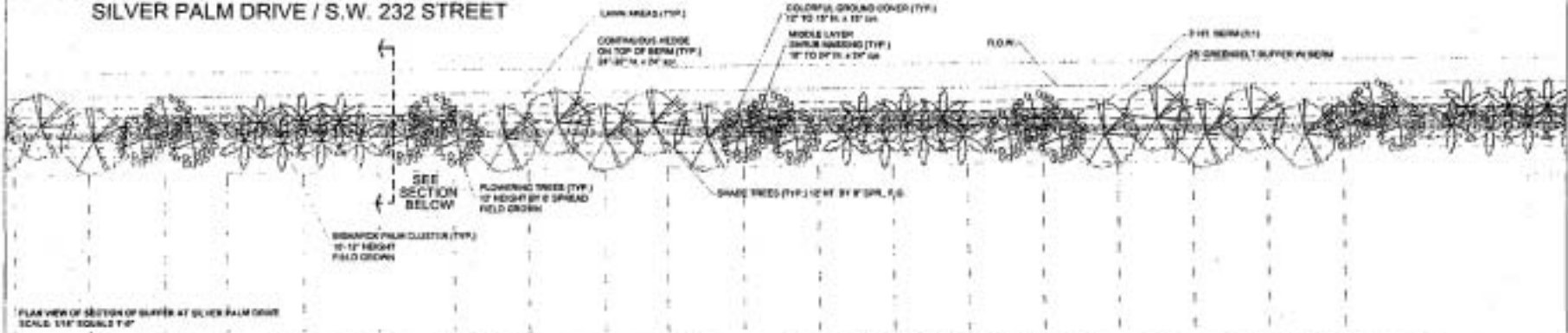
**WITKIN**  
 DESIGN GROUP  
2014 S.W. 112th AVENUE  
 SUITE 100  
 MIAMI, FLORIDA 33149  
 TEL: 305.444.1111  
 WWW.WITKINDSG.COM

**NOTES**

- 
- 
- 

**TITLE: TYPICAL BUFFER TREATMENT AT SW 112th AVENUE**  
 DATE: 10/20/2011  
 SCALE: SEE PLAN  
 DRAWING NO: **L-12**

SILVER PALM DRIVE / S.W. 232 STREET



REVISIONS


**WITKIN**  
 DESIGN GROUP  
 10000 N. W. 23rd St., Suite 100  
 Fort Lauderdale, FL 33311  
 TEL: 954-561-1111  
 FAX: 954-561-1112

DATE: 11/20/2011

SCALE: 1/8" EQUALS 1'-0"

DRAWING NO: L-13

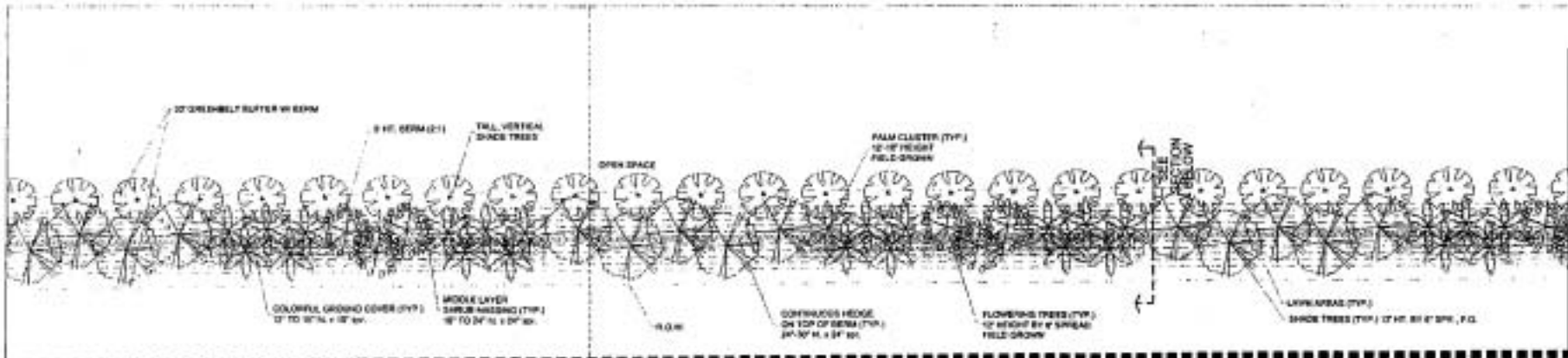
TITLE: TYPICAL SILVER PALM BUFFER AT SILVER PALM DRIVE

DATE: 11/20/2011

SCALE: 1/8" EQUALS 1'-0"

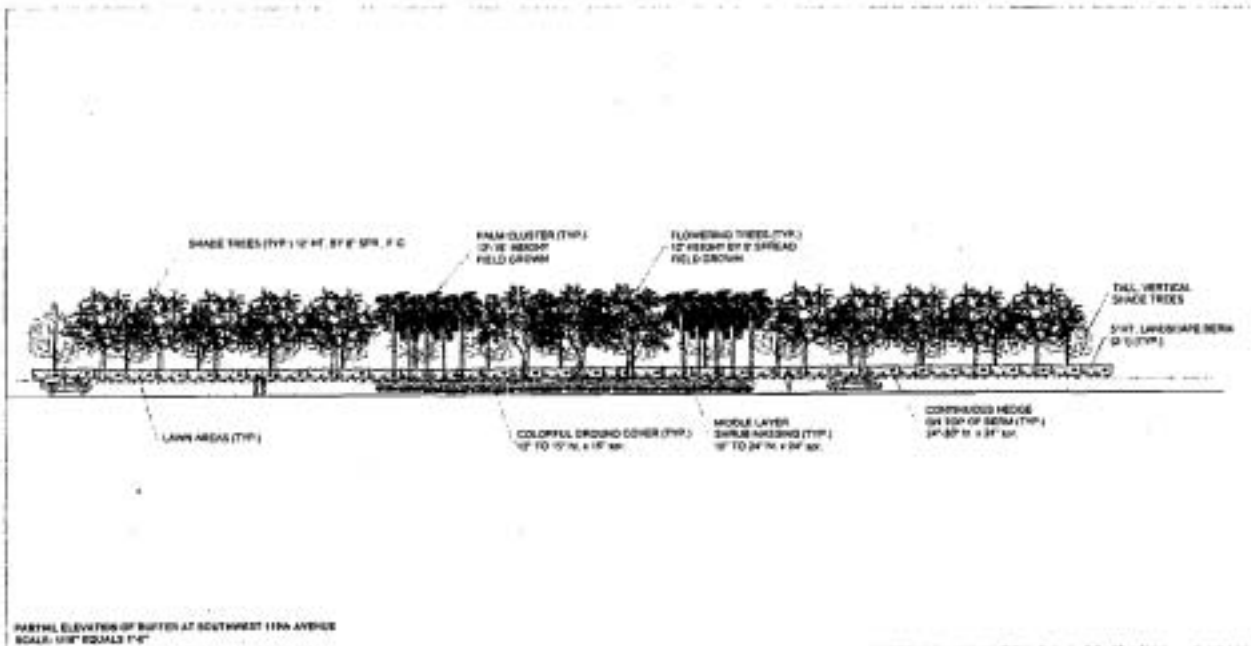
DRAWING NO: L-13



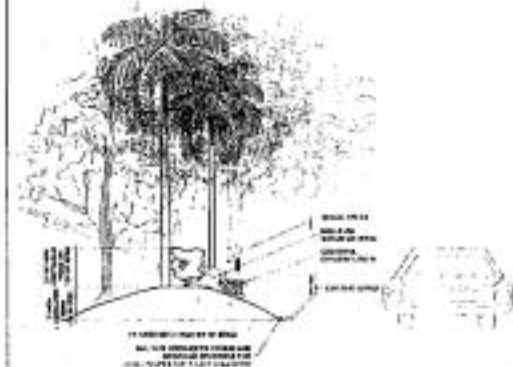


S.W. 119TH AVENUE

PLAN VIEW OF SECTION OF BUFFER AT SOUTHWEST 119th AVENUE  
SCALE: 1/8" = 1'-0"



PARTIAL ELEVATION OF BUFFER AT SOUTHWEST 119th AVENUE  
SCALE: 1/8" = 1'-0"



SECTION VIEW BUFFER AT SOUTHWEST 119th AVENUE  
SCALE: NOT TO SCALE

Silver Palm  
Miami-Dade County, Florida

REVISIONS  
#1 - ADDED NOTES FOR CLIENT'S COMMENTS, 01/11/2011



DATE: \_\_\_\_\_

FILE: TYPICAL BUFFER TREATMENT AT SW 119 AVENUE  
DATE: 03/20/11  
SCALE: SEE PLAN  
DRAWING NO: L-14



# SILVER PALM HIGHLIGHTS

## I. LENNAR HOMES

- Established in Miami-Dade County in 1954
- Headquarters in Miami-Dade
- Commitment to Miami-Dade and South Dade Community at large



Received by the Clerk  
for the record.

MAR 06 2007

Item ST  
Exhibit 8  
Appl. \_\_\_\_\_

CERTIFIED TRUE COPY OF THE ORIGINAL  
DOCUMENT ON FILE WITH THE MIAMI  
DADE COUNTY DEPARTMENT  
PLANNING AND ZONING.

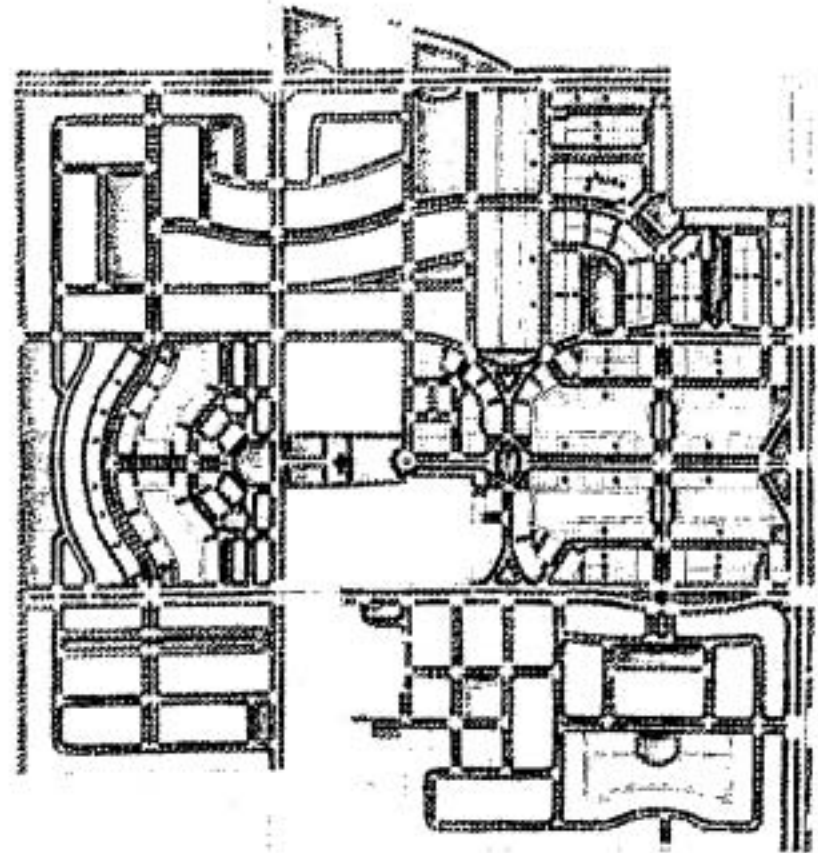
  
RECORDS CUSTODIAN



# *SILVER PALM HIGHLIGHTS*

## **III. Consistent & Compatible**

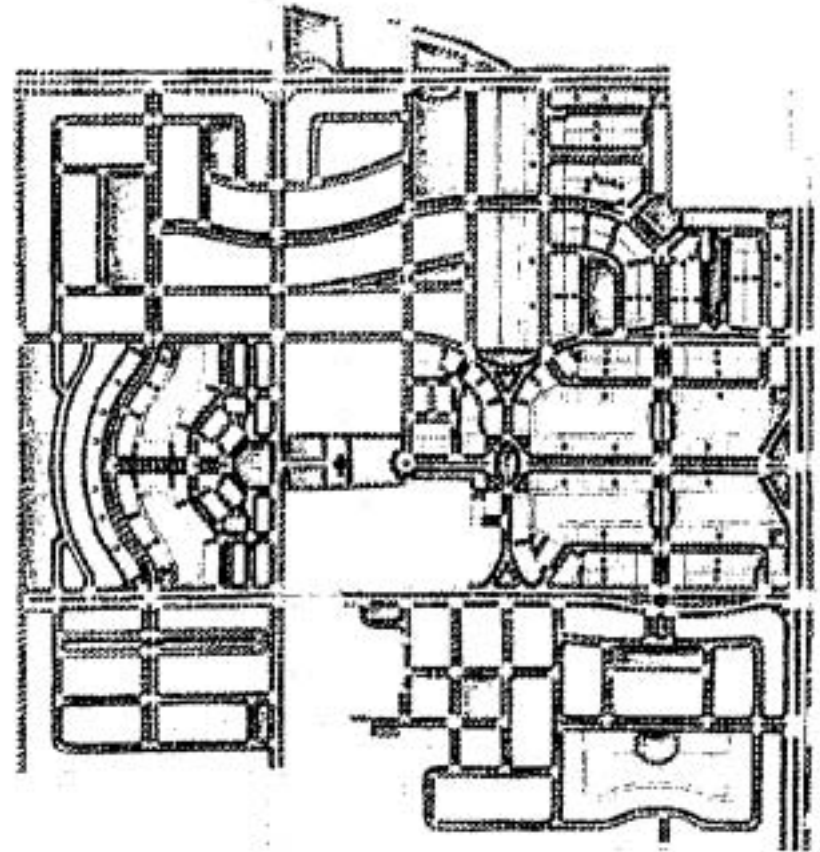
- CDMP sets expectations for all property owners
- Designated low density residential in 1988 by county's own initiative
- Consistent with future land use map, goals, objectives and policies of CDMP
- Consistent with CDMP Adopted Population Projections



# *SILVER PALM HIGHLIGHTS*

## **III. Consistent & Compatible Continued**

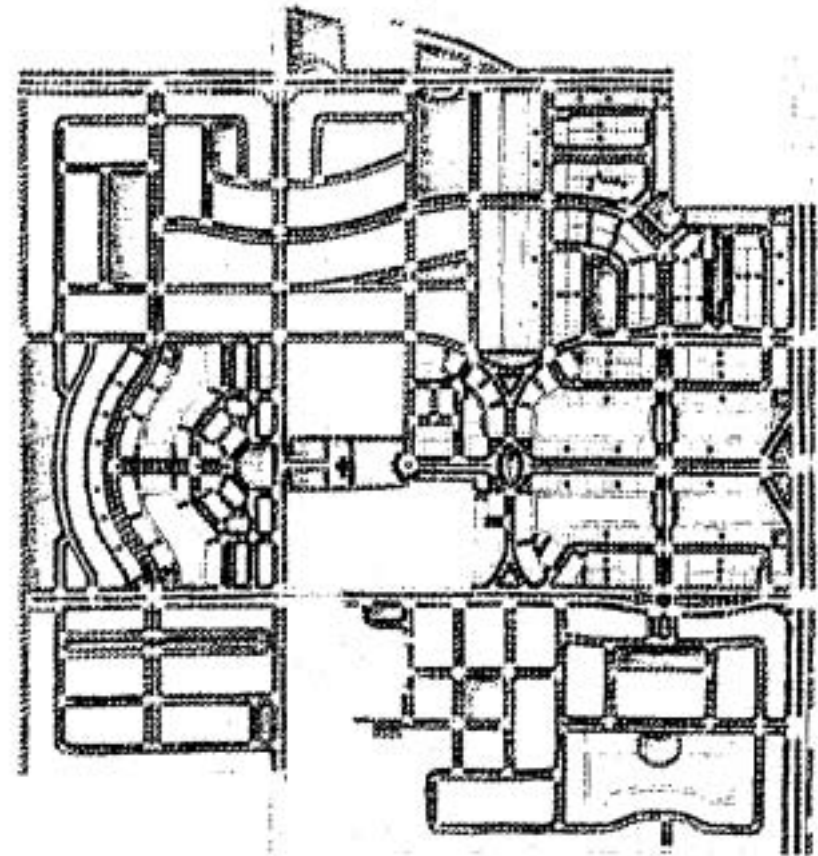
- Compatible with development in the area and recent zoning approvals by BCC and CZAB
- Within an urbanized area
- No apartment units
- Lower density than similarly designated parcels
- Silver Palm meets concurrency
- Consistent with goals of the Palm Glades initiative



# *SILVER PALM HIGHLIGHTS*

## **IV. Community Outreach**

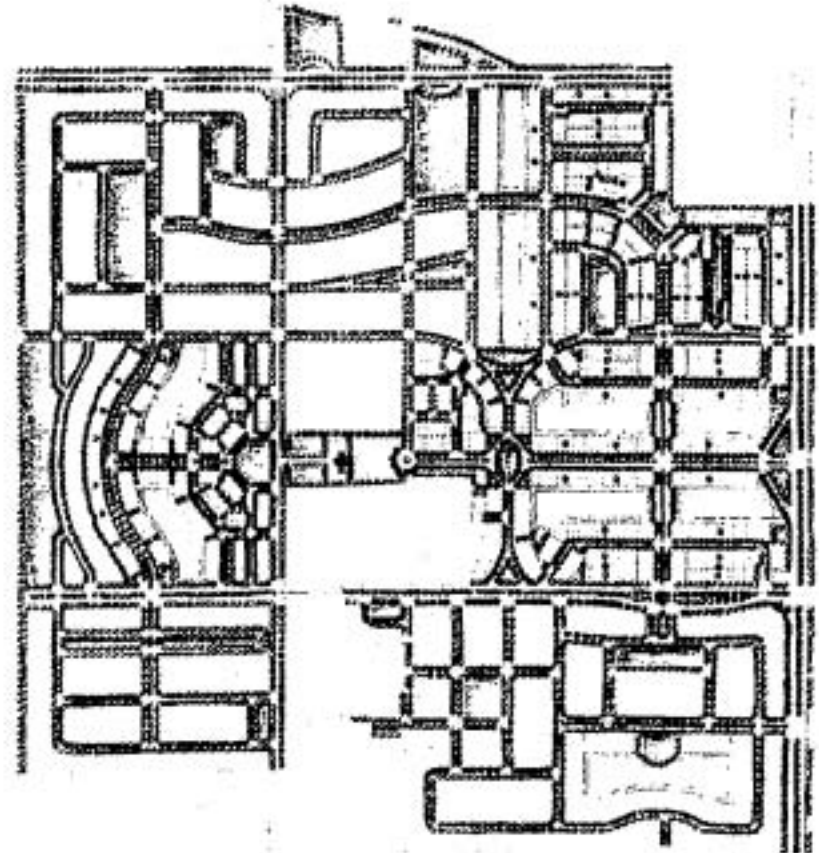
- Reviewed, Discussed and modified at over 10 meetings with neighbors
- Supported by Community Leaders
- 30' Wide, 12 FT landscaped berm along 119th Avenue to Residents to the West
- Transitional Zoning of 1 acre estates along the perimeter of 119th Avenue



# *SILVER PALM HIGHLIGHTS*

## **V. WELL TIMED & PAYS ITS OWN WAY**

- Silver Palm will be phased in over 5 year period
- 350 permits per year, 2008 build out
- Net surplus of \$3,676,423 per year to Miami-Dade County and school board

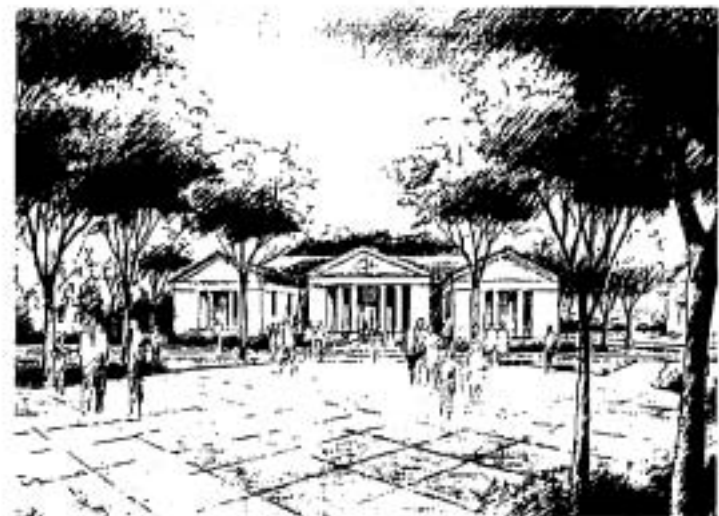
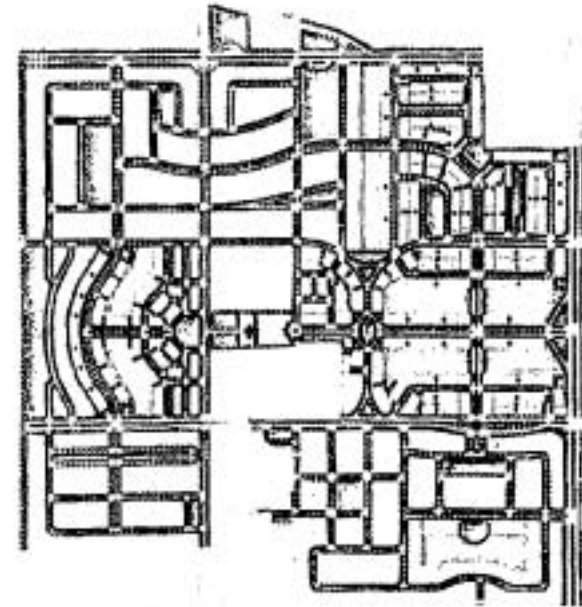




# *SILVER PALM HIGHLIGHTS*

## **VI. SCHOOLS**

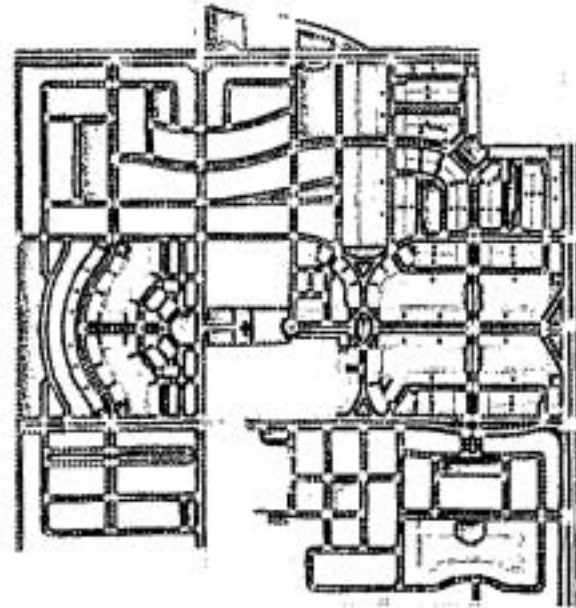
- 1100 Student K-12 Charter School mitigates over 100% of school impact
- Charter school to be built out prior to residential buildout
- Pursuant to the MDCPS five year facilitates work program, funded planned relief schools/additions in the area are to provide an additional 1,189 new elementary student stations, 3,038 new middle school student stations and 3,263 new senior high school student stations



# *SILVER PALM HIGHLIGHTS*

## **VI. SCHOOLS Continued**

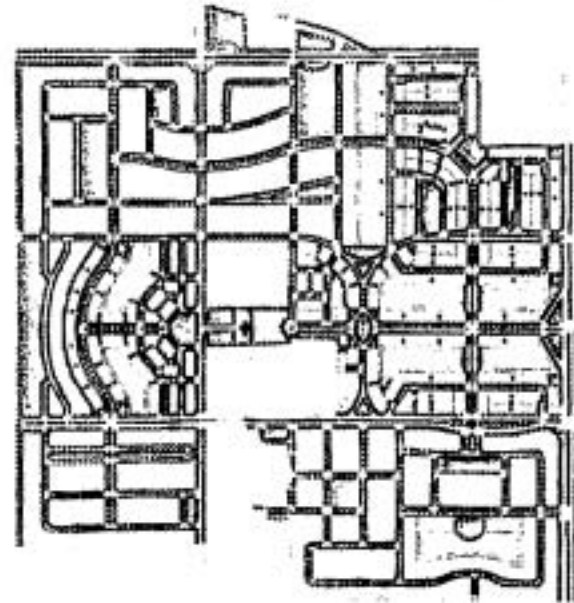
- Current and new/expanded charter schools in the area are to provide an additional 3,020 new elementary student stations, 853 new middle school student stations and 735 new senior high school student stations
- A proposal has been submitted to Miami-Dade county public schools for the creation of an education facilities benefit district for South Dade. The proposal would result in the construction of two additional K-8 schools and one senior high school



# *SILVER PALM HIGHLIGHTS*

## VI. SCHOOLS Continued

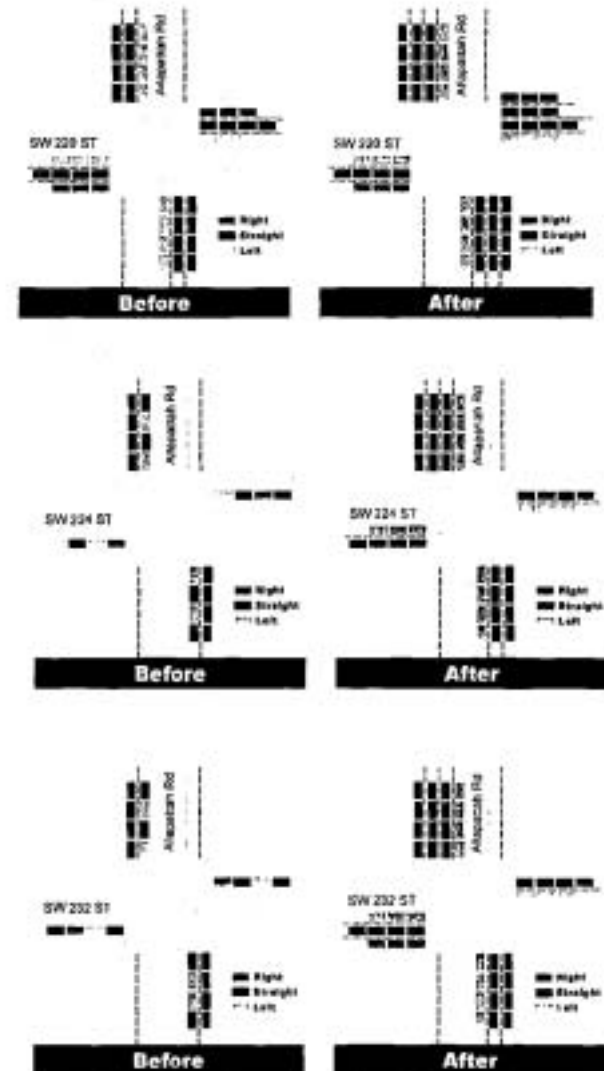
- The additional MDCPS and Charter School student stations more than offset the students generated by the proposed development, the existing deficit at the schools impacted by current attendance boundaries, and the existing deficit at the other schools
- Silver Palm will pay approximately \$4,083,264 in school impact fees



# SILVER PALM HIGHLIGHTS

## VII. TRAFFIC & ROAD IMPROVEMENTS

- Silver Palm meets traffic concurrency
- Off site road capacity improvements at 220, 224, & 232 streets and 112th avenue
- all off site road capacity improvements open to traffic by 250th residential unit, years ahead of schedule

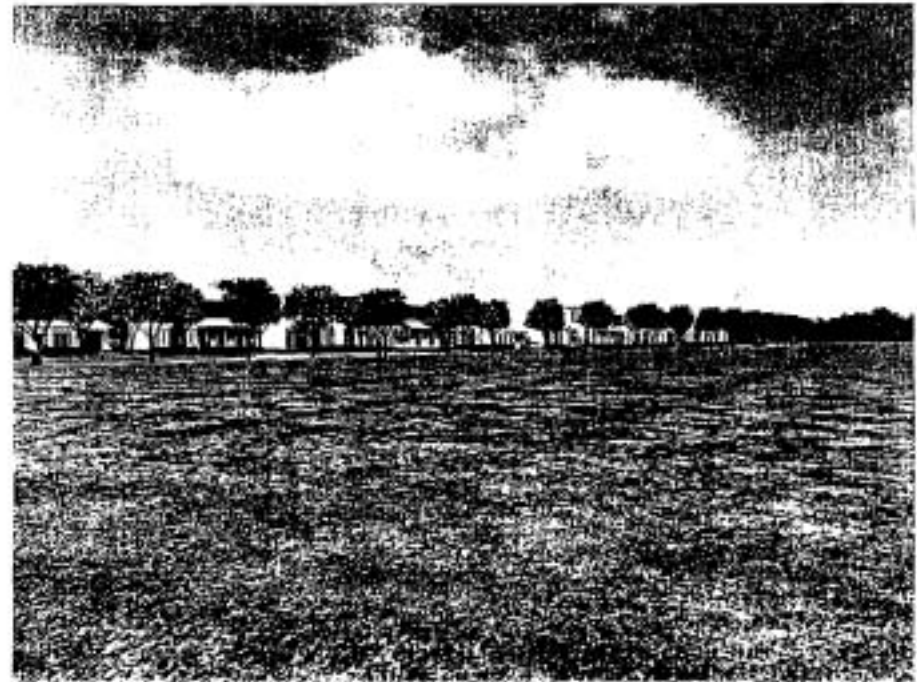


10

# *SILVER PALM HIGHLIGHTS*

## **VIII. PARKS**

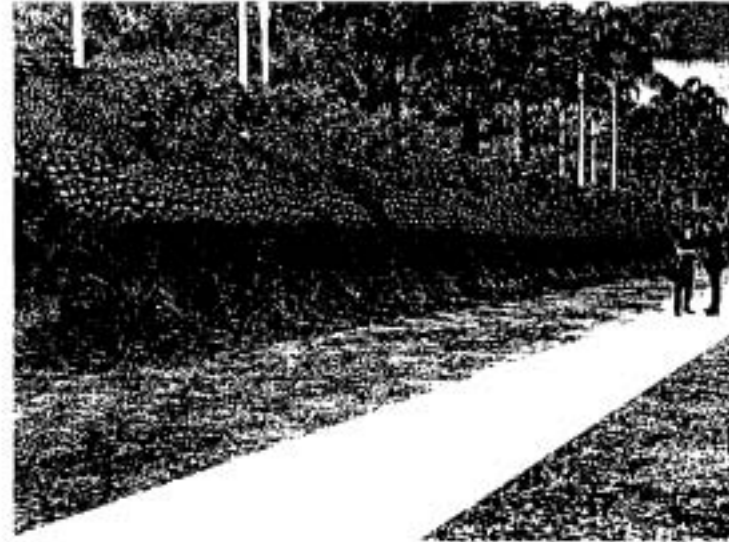
- Dedication, improvement, and maintenance in perpetuity of 13.07 acres of public parks
- Park contribution mitigates more than 100% of park impact
- All park improvements in place by 600th residential unit
- Over 23 acres of parks
- All park improvements will be in place prior to buildout



# *SILVER PALM HIGHLIGHTS*

## **IX. LANDSCAPING & OPEN SPACE**

- Substantially exceeds code requirements
- 20,000 trees
- 9 lakes



# *SILVER PALM HIGHLIGHTS*

## **X. INCORPORATES URBAN DESIGN GUIDELINES**

- Public realm by design
- Sustainable community
- Human Scale
- Focal points
- Interconnected network of streets and blocks
- No cul-de-sacs or dead ends
- No subdivision walls to attract graffiti
- No gates



# *SILVER PALM HIGHLIGHTS*

## **X. INCORPORATES URBAN DESIGN GUIDELINES continued**

- Lakes opened to all Residents
- Edge of each neighborhood defined by boulevard, lake, green belt, or important street
- 67 acres of open space
- Sidewalks throughout
- Clubhouse
- 2/3 of development east of 117th Avenue





# *SILVER PALM HIGHLIGHTS*

## **XI. A BALANCED APPROACH**

- One idea, said Urban Environment League President Nancy Liebman, “is for government to encourage good planning by instituting incentives that encourage public amenities such as parks, open spaces or neighborhood schools in development projects”\*

\*The Miami Herald, November 12, 2003



# *SILVER PALM HIGHLIGHTS*

## **SILVER PALM SETS THE STANDARD FOR WELL PLANNED DEVELOPMENT IN SOUTH DADE**



CERTIFIED TRUE COPY OF THE ORIGINAL  
DOCUMENT ON FILE WITH THE MIAMI-  
DADE COUNTY DEPARTMENT OF  
PLANNING AND ZONING.

  
RECORDS CUSTODIAN



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-0500

RECEIVED BY CLERK

EXHIBIT

MAR 06 2007

Item 6

OFFICE OF GENERAL COUNSEL

March 5, 2007

Via E-Mail and Overnight Delivery

Miami-Dade County Mayor Carlos Alvarez  
Office of the Mayor  
Stephen P. Clark Center  
29th Floor  
111 N.W. 1<sup>st</sup> Street  
Miami, Florida 33128

Bruno A. Barreiro  
Chairman  
Miami-Dade County Board of County Commissioners  
Stephen P. Clark Center  
Suite 220  
111 N.W. 1<sup>st</sup> Street  
Miami, FL 33128

Dear Mayor Alvarez and Chairman Barreiro:

Enclosed please find a discussion draft Cooperative Endeavor Agreement ("CEA") between the United States Department of Urban Development ("HUD") and Miami-Dade County. HUD requests that within 30 days of the date of this letter, the Miami-Dade County Board of Commissioners respond to HUD in detail with all comments the County Board of Commissioners has concerning this draft CEA.

I have communicated with Orlando Cabrera, HUD Assistant Secretary for Public and Indian Housing, and HUD's request for a prompt response from the County Board of Commissioners reflects our desire that this matter be resolved promptly and appropriately.

Please refer the County Board of Commissioners' comments to me. I am out of the country the next two weeks on business. If you have any questions during that time, please refer any comments to Michael Flynn, HUD's General Deputy General Counsel.

Very truly yours,

Robert M. Couch  
Acting General Counsel

cc: Assistant Secretary Cabrera

## COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement (CEA) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between Miami-Dade County (County) and the United States Department of Housing and Urban Development (HUD). The signatories to this agreement are the Honorable Carlos Alvarez (Mayor), the Honorable Bruno Barreiro (Chairman of Miami-Dade Board of County Commissioners), and the Honorable Alphonso Jackson, Secretary of HUD (Secretary).

### RECITALS

**WHEREAS**, HUD has determined that the Miami-Dade Housing Authority (MDHA) has been mismanaged, as is evidenced by poorly defined and executed business practices and operational inefficiencies related to financial management. MDHA has failed to account for the sources, uses and balances of individual program funds. Moreover, MDHA has failed to adhere to its budget, and instead has incurred obligations substantially in excess of available funds. This has caused delays in MDHA's payment of financial obligations, and ultimately necessitated substantial infusion of County funds;

**WHEREAS**, this mismanagement is further evidenced by processes and procedures that have negatively impacted MDHA's implementation of its federal grant funding, resulting in substantial delays in completing the Ward Towers and Scott Carver projects. Specifically, the Ward Towers project permanent closing is in jeopardy and the Scott Carver project is unacceptably delayed with no current development contract in place to complete the project;

**WHEREAS**, HUD has also determined that the MDHA has mismanaged its Housing Choice Voucher program (HCV), as evidenced by poorly defined and executed business practices and operational inefficiencies related to financial management. The HCV program, for both administrative fees and housing assistance payments, was operated at a significant deficit through 2005. In 2006, due to underutilization of vouchers, MDHA had a large Housing Assistance Payment (HAP) surplus. This surplus was erroneously used to offset the large deficits from prior years, which is disallowed;

**WHEREAS**, the County and HUD both recognize and acknowledge that the problems at MDHA have developed over many years, are deep rooted, and that extraordinary levels of expertise and resources are now required to improve the quality of life of the residents of MDHA facilities;

**NOW, THEREFORE**, the County and HUD, in consideration for their mutual promises, agree to the following:

## **A. COOPERATIVE ENDEAVOR REPRESENTATIVES' SCOPE AND AUTHORITY TO ACT**

1. The County and HUD shall take all necessary actions to facilitate achievement of the objectives of this Agreement.
2. The County and HUD acknowledge that MDHA is in substantial breach of its Annual Contributions Contract (ACC), and that such breach constitutes a substantial default within the meaning of 24 C.F.R. § 902.79.
3. HUD and the County acknowledge that HUD has authority, pursuant to 24 C.F.R. § 902.83 to require MDHA to make other arrangements for the management of public housing. The parties further acknowledge that HUD has authority pursuant to 24 C.F.R. § 902.83 and the ACC to assume possession of and operational responsibility for public housing.
4. The County shall, upon execution of the CEA by all parties, immediately transfer possession and control of all MDHA's assets, projects and programs to HUD. The County Commissioners shall also relinquish all control over the MDHA. The Secretary appoints Donald J. LaVoy or his/her designee, to fulfill duties as the Board of MDHA, with the title of Recovery Administrator.
5. The County Executive and the Board of County Commissioners at their option may appoint an Advisory Board. The purpose of the Advisory Board is to provide input to the Recovery Administrator and not to engage in the day-to-day management of MDHA.
6. HUD retains all rights granted under applicable statutes, regulations and the ACC and will conduct audits, reviews, or assessments as appropriate or required by statute or program regulations.
7. This CEA shall be signed by the County and returned within 10 days of receipt.
8. The parties to the Agreement shall meet or consult on an as needed basis.

## **B. SPECIFIC ACTIONS**

In order to implement this Agreement, HUD, with the assistance of the County, will work with MDHA staff, as appropriate, to undertake and complete the following priorities:

1. Within 60 days of the execution of this document, the County will develop a separation plan that outlines actions necessary to separate the MDHA from the County and establish it as an independent entity, including the transfer of title to all MDHA properties, transfer of all other assets of MDHA, the transfer of the pension fund(s) applicable to MDHA employees and the promulgation of County code changes necessary for the creation of an independent MDHA. Upon written HUD approval of the separation plan, the County must implement the plan within 180 days.

2. Within 60 days of the execution of this document, the County shall either impanel an independent body of responsible local citizens or within its own resources compose a group to make recommendations for the creation of a Charter for the MDHA, and persons who would serve on its Board of Governors. Utilizing either of the above approaches, and within 180 days of initiation, the task is to create recommendations for a Board Charter that will address the organization, operations, composition, term limits, rules, and all other issues relating to the operation of the MDHA and the formation and functions of the MDHA Board of Governors. The Charter shall include provision for a General Counsel, whose sole client is the MDHA, and who may not be an employee of the County. The MDHA Board of Governors, when HUD relinquishes possession of MDHA, will be charged with the oversight and governance of the MDHA. This Board of Governors will be an independent group that will control all funding for the MDHA. There may be no County control of the Board or MDHA's operations. This Charter and the recommended Board of Governors will be subject to HUD prior written approval.

3. Within 60 days of the execution of this document, MDHA staff shall create a document to be called the MDHA Recovery Plan. This Plan will address the identification, implementation steps, and schedule to address immediate, short-term, and long-term action items necessary to improve financial management, independent audits, property management, development, maintenance, modernization, general management processes, occupancy, resident services, and Section 8 management. The MDHA Recovery Plan is subject to HUD prior written approval. The Plan will include a provision for obtaining the recommendations of the accounting firm discussed in paragraph 5 below, and address the matters discussed in paragraphs 6-8 below.

4. Once HUD has determined the correct amount of impacted funds, the County shall develop and implement a repayment plan, acceptable to HUD, that reimburses MDHA for all HUD funds that were improperly transferred from MDHA to the County.

5. The County shall provide funds for the services of a major accounting firm, approved by HUD, to provide recommendations for the overhaul of the financial management practices of the MDHA. The selected accounting firm will provide assistance regarding the financial management and operations (tracking, reporting, budgeting, timely accomplishment and overall effectiveness of strategies and initiatives) of the MDHA and guidance in financial management systems, PHAS financial indicators, annual audit, financial planning, generally accepted accounting principles, financial policies, and internal controls.

6. MDHA staff shall develop a plan to enhance the general management over the operations of the MDHA (Public Housing and Section 8) and all of its subsidiaries or joint venture partnerships.

7. MDHA staff shall update existing management guidelines, policies and plans, personnel management systems, information technology systems, and procurement

systems, methods, and procedures to effect procedures appropriate to carry out policies and programs consistent with current HUD regulations and sound management practices.

8. MDHA staff shall retain, train, or if necessary, recruit, permanent, competent, responsible staff, including but not limited to, the executive management staff, legal staff, technical support staff, maintenance staff, clerical staff, and any other personnel, necessary to operate the MDHA.

9. MDHA staff shall carry out items contained in the MDHA Recovery Plan; prepare and submit all reports required by the Department of Housing and Urban Development (HUD); prepare and submit applications for funding to HUD and other available sources.

10. MDHA staff shall develop a comprehensive Development Plan that will address finances, plans, schedules, and implementation strategies for the completion of development activities for which HUD grant monies have been awarded.

11. MDHA staff shall develop a comprehensive plan to address resident services.

12. The County shall reimburse HUD for the recent audit services performed by Deloitte and Touche LLP on MDHA.

### **C. MODIFICATION OF AGREEMENT**

This Agreement may be modified by written agreement of the County and HUD.

### **D. INTEGRATION CLAUSE**

This Agreement shall express the entire agreement of the parties hereto, written or oral with respect to the subject matter hereof. If there is any conflict between this Agreement and a provision of any other existing agreement, the provisions of this Agreement shall prevail.

### **E. TERM OF AGREEMENT**

This Agreement shall terminate at such time that the Secretary determines that the MDHA has built sufficient capacity to be self-supportive.

### **F. SEVERABILITY**

If any part of this Agreement is found to be contrary to law, that part may be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect. The remaining Agreement shall be construed as far as is lawful and practicable to enforce the overall intent of the original Agreement.

**G. DEFAULT**

If, in its sole discretion, HUD determines that any of the terms of this agreement have been violated, the agreement will be deemed null and void and HUD may exercise any and all such rights and remedies as available under federal law.

\_\_\_\_\_  
Alphonso Jackson  
Secretary, Department of Housing and Urban Development

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carlos Alvarez  
Mayor, Miami-Dade County

\_\_\_\_\_  
Date


\_\_\_\_\_  
Bruno Barreiro  
Chairman, Miami-Dade Board of County Commissioners

\_\_\_\_\_  
Date



# Memorandum



Date: March 5, 2007  
To: George Burgess  
County Manager  
From: Natacha Seijas   
County Commissioner  
Subject: MDHA Issues

Received by the Clerk  
for the record.

MAR 06 2007

Item 6A  
Exhibit 2  
Appl. \_\_\_\_\_

Please be prepared to address several issues relating to the situation at MDHA during the meeting tomorrow (March 6<sup>th</sup>). I would like clarification as to the total amount of Surtax dollars that have been loaned to support the operations of MDHA. I have heard the loans have been in the range of \$9M to \$27M. What is the plan to repay the dollars to the Surtax fund? Will the general fund dollars be utilized to restore the Surtax fund?

Also, I understand that you and the Mayor met with the Secretary of HUD during the recent Miami-Dade D.C. Fly-In. Was the meeting a general discussion, or was there an exchange of documents of any kind? Were any commitments made by the Secretary regarding the federal oversight of our agency? Were any commitments made by you or the Mayor on behalf of the County? It is important that the governing board of the MDHA be provided the details of these intergovernmental discussions.

Finally, what is the total exposure of the Board of County Commissioners (BCC) relating to the MDHA Corporation? What contracts and taxation issues are outstanding? Is it true that this "not-for-profit" was never registered as such? Because the BCC authorized the creation of this private entity, are the individual members of the BCC liable? What steps have been taken to limit the exposure of the members of the BCC? Is this corporation being dissolved?

Please be prepared to discuss these issues tomorrow.

cc: Mayor Carlos Álvarez, Chairman Bruno A. Barreiro and Members of the Board of County Commissioners

Murray Greenberg  
County Attorney



Office of the County Manager  
 111 NW 1st Street • Suite 2910  
 Miami, Florida 33128-1994  
 T 305-375-5311 F 305-375-1262

March 5, 2007

Received by the Clerk <sup>miamidade.gov</sup>  
 for the record.

Mr. Alben Duffie, Chairperson  
 MDHA Development Corporation  
 7483 SW 24<sup>th</sup> Street, Suite 209  
 Miami, FL 33155

MAR 06 2007

Item GA  
 Exhibit 3  
 Appl. \_\_\_\_\_

VIA CERTIFIED MAIL AND FACSIMILE

Re: Termination of MDHA Development Corporation, Inc.'s County Contracts

Dear Mr. Duffie:

Following our continued discussions regarding the Notice of Termination of Contracts sent to the MDHA Development Corporation, Inc. ("Development Corporation" or "DC"), I have taken this opportunity to summarize Miami-Dade County's proposal regarding the return of projects, funding and property related to the County's affordable housing projects undertaken by the Development Corporation.

We request that you present this proposal to your board at its upcoming meeting this week and obtain their approval of the following general terms which will effectuate the cessation of the relationship between the DC and the County. We view approval of this proposal as a necessary step in resolving the issues between the County and the Development Corporation amicably. Please indicate your acceptance of the terms of this general proposal by signing below. We anticipate having a finalized agreement between the Development Corporation and the County no later than March 31, 2007, and anticipate a report on these matters to the County Commission on or before its April 24, 2007 meeting. The Development Corporation's strict adherence to the finalized agreement is absolutely necessary.

The proposal is as follows:

1. Because the Ward Towers project is nearing completion, the Development Corporation shall complete the building project in accordance with the project documents and apply for cost certification at the earliest possible time. Within fifteen (15) business days of receipt of cost certification and following approval of the County, the Development Corporation will effectuate a substitution of a general partner acceptable to the County subject to any necessary approvals by the limited partner(s) and the U.S. Department of Housing and Urban Development ("HUD").

Prior to substitution of a general partner, the County requests that the DC meet with Independent Living Systems, LLC ("ILS") in consultation with the County to determine that organization's current role with respect to the provisions of assisted living facility services at Ward Towers and/or other services, and amend its contractual relationship with ILS accordingly.

2. Since the Development Corporation has received a scarce allocation of the State of Florida Housing Finance Corporation Tax Credit Funds for this project, the Development Corporation will continue to develop the Postmaster project. The DC or its joint venture partner will apply for any needed gap funding from the County or other available revenue sources.

- ADA Coordination
- Agenda Coordination
- Animal Services
- Art in Public Places
- Audit and Management Services
- Aviation
- Building
- Building Code Compliance
- Business Development
- Capital Improvements
- Citizens' Independent Transportation Trust
- Commission on Ethics and Public Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Corrections & Rehabilitation
- Cultural Affairs
- Elections
- Emergency Management
- Employee Relations
- Empowerment Trust
- Enterprise Technology Services
- Environmental Resources Management
- Fair Employment Practices
- Finance
- Fire Rescue
- General Services Administration
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services
- Independent Review Panel
- International Trade Consortium
- Juvenile Services
- Medical Examiner
- Metro-Miami Action Plan
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement Management
- Property Appraisal
- Public Library System
- Public Works
- Sale Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team Metro
- Transit
- Talk force on Urban Economic Revitalization
- Vicaya Museum And Gardens
- Water & Sewer

administering the Ward Towers, the 14 affordable homes through the County's Infill Program lots, and Postmaster Project. However, if the Development Corporation's inability to secure financing, additional approvals in connection with the tax credits, or other contingencies prohibit the expeditious development of any of these projects, all funds retained by the Development Corporation for the operation of such project(s) shall immediately be returned to the County.

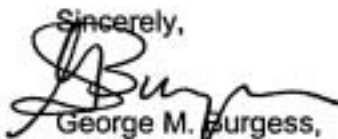
5. All property conveyed to the Development Corporation by or at the direction of the County, including the following properties, will be returned to the County by quit-claim deed within 10 days of receipt of the deeds from the County:
  - a. Palmetto Homes
  - b. Royal Colonial – District 9
  - c. Wynwood – District 3
  - d. Senator Villas
6. All rights and interest in the contract(s) and/or deed(s) for the following projects shall be assigned to a not-for-profit corporation the County designates within 10 days of the Development Corporation's receipt of the assignments and deeds prepared by the County:
  - a. Pinkston
  - b. Townhouse Villas, aka JPM
7. All funds held on account of the Development Corporation in any banking institution, other than those which are required to be held in reserve for the Ward Towers project or which will be retained by the Development Corporation pursuant to paragraph 4 herein, shall be withdrawn and paid to the County. The funds that are retained by the Development Corporation shall be disclosed to the County and their retention shall be subject to approval by the County, which will not be unreasonably withheld. The Development Corporation shall relinquish any claim it may assert to undisbursed County funding allocated to it prior to the date of this letter.
8. The Development Corporation shall relinquish any interest it may have in any lease related to the following projects:
  - a. Elizabeth Virrick I & II
  - b. Grand Via
  - c. Smathers Plaza
  - d. Wellness Historic Site
9. It is our understanding that the current members of the Board of Directors of the Development Corporation are desirous of or do not object to resigning their service on this volunteer board. The Board shall be restructured and members acceptable to the County will be appointed as board members for the purpose of completing the projects to be undertaken during the transition, pursuant to paragraphs 1, 2 and 3 herein. This Board transition shall take place no later than forty-five (45) days from the date of this letter. An ex officio board position shall be created for a County employee, who shall be designated by the County Manager.

10. The Executive Director, Ms. Maria de Pedro, will continue to provide administrative services in a cooperative manner, until such time as a newly appointed executive director or organization is selected to provide administrative leadership to the Development Corporation. The new executive director or organization providing such function shall be a person or entity acceptable to the County, and shall be selected and begin acting as the Executive Director no later than forty-five (45) days from the date of this letter.
  
11. Notwithstanding any development activities to be under taken by the Development Corporation pursuant to paragraphs 1, 2, and 3 above, the Development Corporation understands that the County views the role of the Development Corporation as being transitory in nature. Thus, as soon as is legally possible, the Board as may have been reconstituted, in consultation with and subject to the approval of the County, shall identify a new not-for-profit organization which will be assigned and assume any remaining obligations, contracts, and assets of the Development Corporation. Accordingly, the Development Corporation shall make such all remaining assignments, transfers and conveyances, subject to approval by the County, within [90] days of the date of this letter to accomplish the objective of this paragraph.
  
12. The Development Corporation, in consultation with the County, agrees to take all necessary and appropriate steps to effectuate the cessation of the contractual relationships between the County and the Development Corporation, including executing additional documents, taking specific actions, and amending or nullifying agreements with third parties, which may not be specifically mentioned herein.

The County appreciates your cooperation in these final transactions, so that we can move forward to accomplish our mission of providing affordable housing for those residents of Miami-Dade County who greatly need this assistance. We look forward to finalizing this agreement no later than March 31, 2007.

If you need any assistance, please feel free to contact me.

Sincerely,



George M. Burgess,  
County Manager

cc:

Accepted:

\_\_\_\_\_  
MDHA Development Corporation

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary/Treasurer

If gap funding is awarded prior to May 31, 2007, the Development Corporation will develop the project in accordance with an acceptable revised budget and timeline which shall be submitted to the County within five (5) business days of the date of this letter, provided that construction of the Postmaster project shall be completed no later than 18 months from the date of this letter. If the budget and timeline are not acceptable to the County, gap funding is not applied for or received, the allocation from the Florida Housing Finance Corporation is rescinded; or the project is not completed timely, the Development Corporation will deed the Postmaster project to the County by quit claim deed following ten (10) days written notice. Upon completion of the Postmaster project, the Development Corporation will apply for cost certification at the earliest possible time. Within fifteen (15) business days of receipt of cost certification and upon approval of the County, the Development Corporation will effectuate a substitution of a general partner acceptable to the County with any necessary approvals by the limited partner(s).

3. Since process numbers have been obtained and the general contractor has requested your permission to pull the permits for thirteen (13) of the infill properties, the Development Corporation will retain such properties as identified in the attached schedule A. These projects will be developed, and fourteen (14) affordable homes will be built on the thirteen (13) lots in accordance with the current Infill Housing Initiative requirements, following any appropriate plat waivers. Restrictive covenants and corrective deeds acceptable to the County shall be issued and recorded for all thirteen (13) lots retained by the Development Corporation to ensure compliance with the County's current Infill Housing Initiative, provided, however development and construction shall not be delayed as a result of filing of the corrective deeds. We are advised that full funding has been obtained for these projects, and we request that an acceptable construction schedule and project budget be submitted in five (5) days from the date of this letter, provided that construction of the housing contemplated by this paragraph shall be completed no later than 18 months from the date of this letter. If the budget and the timetable are not acceptable to the County or the housing is not completed timely, following ten (10) days written notice, the Development Corporation will return the thirteen (13) lots to the County by quit claim deed. Following the construction of the fourteen (14) infill homes and approval by the County, the Development Corporation shall terminate its relationship in the joint venture which developed and/or constructed the housing.

The Development Corporation will deed the remaining forty-three (43) infill lots to the County by quit claim deed within 10 days of receipt of the deeds from the County. The Development Corporation will secure the cooperation of its joint venture partner and the joint venture in executing any necessary documents, deeds or contractual amendments to effectuate this return of property to the County.

4. The Development Corporation will submit to the County a proposed budget for necessary operating costs for the limited purpose of carrying out the aforementioned projects. This budget will be reviewed by the County and such budgeted amounts agreed to by the County will be retained by the Development Corporation for the sole purpose of

Attachment "A"

2905 NW 98<sup>th</sup> Street, Miami, Florida, Folio Number: 30-3104-003-0260

Lot adjacent (N) to 7759 16<sup>th</sup> Avenue, Miami, Florida, Folio Number: 30-3111-031-0460

1657 NW 73<sup>rd</sup> Street, Miami, Florida, Folio Number: 30-3111-038-0610

1410 NW 69<sup>th</sup> Terrace, Miami, Florida, Folio Number: 01-3114-017-0550

1395 NW 68<sup>th</sup> Terrace, Miami, Florida, Folio Number 01-3114-016-0710

1311 NW 77<sup>th</sup> Terrace, Miami, Florida, Folio Number: 30-3111-027-0090

1320 NW 77<sup>th</sup> Street, Miami, Florida, Folio Number: 30-3111-027-0220

Lot adjacent (W) to 1228 NW 75<sup>th</sup> Street, Miami, Florida, Folio Number: 30-3111-032-0030

6901 NW 3<sup>rd</sup> Avenue, Miami, Florida, Folio Number: 01-3113-023-0342

920 NW 66<sup>th</sup> Street, Miami, Florida, Folio Number: 01-3114-036-2250

1090 NW 65<sup>th</sup> Street, Miami, Florida, Folio Number: 01-3114-036-1800

1020 NW 63<sup>rd</sup> Street, Miami, Florida, Folio Number: 01-3144-036-0380

**Congress of the United States**  
**Washington, DC 20515**

February 28, 2007

Received by the Clerk  
for the record.

MAR 05 2007

Item GA  
Exhibit -4  
Appl. \_\_\_\_\_

Honorable Alphonso R. Jackson, Secretary  
U.S. Department of Housing and Urban Development  
451 7<sup>th</sup> Street S.W.  
Washington, D.C. 20515

Dear Secretary Jackson:

We write to express our strong concerns regarding efforts by the U.S. Department of Housing and Urban Development to seize control of the Miami-Dade Housing Agency or otherwise assume or circumvent local control of the agency.

HUD takeovers of local housing agencies, including various forms of receiverships and cooperative endeavor agreements which supplant local control with HUD-appointed masters, should be a last resort when other interventions have failed and should be reserved for the most egregious of cases when local housing officials are blind to serious problems and unwilling or incapable of taking strong, effective action to address them.

We would be the first to call for HUD to take over operation of the Miami-Dade Housing Agency if the county ignored the waste, inefficiency, corruption and absence of oversight and accountability that has plagued this agency. While that was clearly the attitude of the county a year ago, it is apparently not the case today, because we are advised that since that time, the county has taken strong and effective actions over the past several months to identify its weaknesses and to correct them.

We understand that Miami-Dade has completely reorganized the management and operations of the Housing Agency. We are advised that the County has fired six senior agency officials and replaced the entire top management team with experienced and seasoned housing experts. We are told that the new Director of the agency actually worked for HUD and either led or directly participated in several HUD troubled-housing agency recovery teams in places like San Francisco, Puerto Rico and Chicago, where HUD assumed day-to-day operations. Additionally, we are advised that the County selected a new Finance Director with over 16 years of housing and finance experience who has already taken control of the assets of the agency. We are informed that Miami-Dade has also implemented new financial management controls; information and data-reporting systems; and professional training and development for top- and mid-level managers.

We also are advised that, over the past six months, HUD housing management indicators have significantly improved, including an 80 percent increase in the issuance of new tenant-based Section 8 vouchers. The county has informed us that it has also shown its commitment by investing over \$20 million in local, county funds to supplement federal money from U.S. HUD to improve quality of life, safety and security in HUD-owned public housing stock.

We commend this information to your attention and ask that you confirm that these actions have, in fact, been implemented by Miami-Dade County. We also ask that you please inform us about the impact of these actions on the Miami-Dade County Housing Agency and what additional actions you recommend that Miami-Dade take in the coming weeks and months.

Despite these positive actions, the Miami-Dade Housing Agency still faces serious challenges, and much remains to be done to insure that it operates efficiently and effectively in providing safe, quality housing to the people of Dade County who need it. The progress achieved thus far under local control should be allowed to continue.

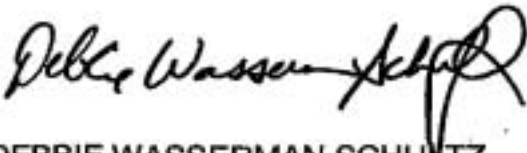
Sincerely yours,



KENDRICK B. MEEK  
Member of Congress



MARIO DIAZ-BALART  
Member of Congress



DEBBIE WASSERMAN SCHULTZ  
Member of Congress



LINCOLN DIAZ-BALART  
Member of Congress



Martin Stadium Proposed Site  
3/6/07

RECEIVED BY CLERK  
EXHIBIT  
2007  
11A44  
Amended



K...Y CLERK

MAR 06 2007

12385 Sub



**I HAVE A STORY TO TELL**

**By**

**Devon Vickers**

It's quite funny how one's plan for themselves can change in the blink of an eye, or by the snap of a finger. How the reigns of reality quickly come thrashing down, bombarding us with the rude awakening of the many impediments life may bring. I have learned that it is not through these many obstructions, obstacles and roadblocks in which we are defined, but in how we handle ourselves through those challenges, and what was learned. Life changing events such as the distress can occur at any point of time and can affect any and everyone. Distress and heartache does not discriminate nor does it judge. In this case a little girl's life was changed forever.

I have a story to tell about an 11 year old girl whom lay calmly in bed but was suddenly awakened not only by the strident and jarring clamor from the night's thunder storm, but most notably by the excruciating and agonizing twinge that her abdomen had most recently succumb to and had been overwhelmed with. As the young girl lay in bed, she grips her stomach firmly, in hopes of suppressing the sharp pain she had been burdened with night after night. She had hoped that these pains would only go away, never to return, however, they did return, full-fledged, more powerful and as unbearable as ever. In addition to, nights filled with cold sweats and insomnia; fatigue filled days, and a significant lack of appetite. This was supposed to be a vacation! Filled with time spent with relatives, road trips, sleepovers, amusement parks... but instead, this young girl spent half of her vacation in Atlanta with her aunt, uncle and cousins' in pain, and the other half of the time, trying to camouflage this pain with false attributes of glee and bliss, when this wasn't the case at all. As vigorous as it was to shield this pain from her aunt and uncle (whom she was staying with for summer vacation), she failed. Her aunt who is a registered nurse, grew increasingly concerned as she noticed a difference in her young niece. She always seemed tired, sleeping longer in the mornings and taking naps throughout the day, while barely eating. Her niece hadn't mentioned that anything was wrong, but she could feel and see a definite change in her personality and physical state; call it a woman's intuition. After weeks of inquisition, the aunt decided to call the young girl's mother, and in this, it was decided that she along with her mother would fly back to Miami and visit her pediatrician the following day. That night, the little girl sat intently gazing outside her airplane window, speculating what the Lord had in store for her, totally oblivious to the life altering events that were beginning to unfold.

What was supposed to be a mere morning appointment to the child's pediatrician, quickly evolved into a chain of appointments with numerous doctors around the city of Miami. Waiting room after waiting room, doctor after doctor, the child slowly and understandably grew tiresome and irritated. She underwent X-rays, and an ultrasound, which shockingly displayed a picture of her spleen. The actual spleen wasn't the shocking part, but the size of it. According to the doctor, the young adolescents spleen was 4 times larger than the average adult's. Before she knew it, she was lying in a stretcher in the outpatient section of Joe DiMaggio's Children's Hospital. Many nurses and doctors cascaded in and out of her compartment only securing privacy if the curtains were drawn back. After hours of waiting, the young child found herself awakening to what seemed like faint sounds of crying. It was her mother. She lay motionless, not knowing whether to console her mother in her apparent grief, or follow her inquiry and question it. Her mother was of strong character and poise, therefore the young girl knew if her mother was crying, something must have really been bothering her. The child's

mother hastily wiped her face in attempts to veil her current state of misery as a short, stocky man entered the draped stall. The identification tag positioned on his left breast recognized him as Dr. Iftikhar Hanif. *He has a very delightful smile, and his strong Middle Eastern accent was comforting*, the young girl thought to herself. But little did she realize that this state of comfort would soon dissolve into a state of confusion and disbelief.

Dr. Hanif began to speak, but the young girl grew distracted, and his words were quickly subdued. As she turned her attention to her mother and father both standing beside her, she noticed a disheartening glimmer in both of their eyes. As she began to become enthralled in the gaze of her parents' eyes, the disregard of the doctor's discursive medical chatter came to a screeching halt when the young girl heard the word... *leukemia*. After hearing that 1 word, the young girl became overwhelmed with emotion. She sat completely motionless, not knowing what to think, do or say. The young girl had some knowledge of what leukemia was prior to this moment, but not enough to erase her fears of missing school, losing her hair, and most pressing... death.

The young girl later learned that she had what was called chronic myelo-genous leukemia, which was a cancer of the white blood cells. It is caused by a change in the genetic code of some of the cells in the bone marrow. In these cells, part of chromosome 9 moves to chromosome 22, creating an abnormal chromosome (the Philadelphia chromosome) in which makes an enzyme that signals the body to make too many white blood cells, thus creating trouble.

The 11-year-old girl now found herself in a hospital bed, throwing up all the contents she had for lunch. She felt weak, nauseated, and helpless. It was the effects of the medicine in which was used at the time to treat CML, called Hydroxuria. Although she had many sleepless nights, and sick filled days, her spirits remained high. The staff was extremely warm, always making jokes and comforting her during times of pain, and most surprisingly, the hospital food was edible!!

Despite constant visits from friends and family drowning the sick girl with their love, support, and reassurance, she knew she needed a miracle if she ever wanted to become a "normal" kid again. That miracle came in the form of tablets.

It was called Gleevac, the new wonder drug, her long awaited miracle. It was approved by the FDA only months before her diagnosis. Gleevac suppresses the enzyme that signals the body to make too many white blood cells, with fewer chances of side effects. This meant no chemotherapy injections, seeing as the Gleevac was a form of chemotherapy, just in tablets. She was beleaguered with joy. She got to go home with only spending two weeks in the hospital, keep all of her hair, return to school that August, and all she had to do was take 4 pills every night. This was truly a miracle, and a step further in becoming the girl she was once, or so she thought.

In the months ahead, she entered middle school, no longer plagued with the burden of leukemia. As a result of the Gleevac, she was now in remission. Her doctors restricted her from involving herself in any physical activities, and she still had to attend doctor visits weekly. When arriving to school late on appointment days, fellow classmates often hadgered her about tardiness. Not wanting to reveal her secret, she would often divert the conversation into another more interesting direction, which always seemed to work. She didn't want to be treated "differently" because of her sickness; she wanted to live life like any other pre-teenager at the time.

In the remainder of her middle school years, she accelerated in her academics, while taking a special interest in English. She was a member of the track and field team, and the school show choir. She loved school, and the fact that she was now as normal as normal could get. She now had monthly doctor visits instead of weekly, her bone marrow biopsy results continuously came back negative showing no sign of the leukemia, and she felt great.

Now a teenager, she felt like she knew everything, as most teenagers do. For a period of time, out of stupidity and ignorance, the young girl had briefly stopped taking the "wonder pill." She figured she was "cured" and that she did not need the Gleevec anymore, she felt as though it were holding her back. But eventually, her doctors and parents found out, and were livid, but more than ever concerned. The young girl now understood what dangers she put herself through, and how naïve she had been thinking and acting by taking it upon herself to discontinue her medication. The same medication that she had once revered, and referred to as the "wonder pill." From that moment on, she swore to herself that she would always take her medication, as she now fully understood the consequences that could occur if she didn't.

It was now a new school year, time for changes, as this now young woman entered high school. In the beginning, her feelings towards her school were of great disdain and sadness. Most of her friends had gone to a different high school, therefore with a feeling of dejection, she felt alone with no one to talk to. But this quickly changed as the year progressed. She became overly active in extra-curricular activities, meeting new friends, and even joined the track team. Her grades were the best they had ever been, while taking AP and honor classes, her GPA sky rocketed, and landed her on the principle's honor roll. Her interest in English and Social Studies also earned her the Freshman English Honors & AP World History Award. Later that year, she went to regionals with her track team, and earned a Varsity Letter. Freshman year at Barbara Goleman Senior High School was unforgettable, and the young 9<sup>th</sup> grader only had higher expectations for the following year.

*It seems that the leukemia has come back.* I sat there as if frozen in time, while I replayed those words over and over inside my head. Wishing, hoping, praying, that I misunderstood. You see, the young girl's story I have been orating to you today, was... is the story of my own. Prior to and after my re-diagnosis of leukemia, it's been as though I have been watching my whole life unfold through the eyes of someone else; like a 3<sup>rd</sup> person.

The plan of action was called a Bone Marrow Transplant, where they would extract the frozen stem cells from an umbilical cord and place them inside my body. Fortunately, when I was first diagnosed in 2001, they had immediately found a donor that was a match for me and had stored it for safe keeping. Now was the time for it to be put to use.

One of the best Bone Marrow Transplant Units was Shands at the University of Florida in Gainesville. I was already quite familiar with the Gainesville area, because of local family members that reside in Gainesville. So it was therefore decided that I would have the bone marrow transplant at Shands, and then following the transplant, my mother and I would reside with my aunt and uncle whom lived in Gainesville. It was rough to take all this in at once, but the toughest thing to endure was the idea of being away from

my friends and family for 6 months, and the idea of being away from one thing that I loved the most; SCHOOL!

Before I could even worry about falling behind in school, it was set up to where I would have what was called a Homebound Teacher that would school me in all subject areas, and would end up giving me my final grade. So that was a relief and one less thing to worry about. The next big anticipating factor was the actual departure from Miami and arrival into what would be my home for the months to come, and the obstacles that lie ahead of me.

I was now being faced with these obstacles our first week in Gainesville. Prior to all BMT's, the patient must go through what is called a "Pre-BMT Evaluation." This entire evaluation last about a week and consists everything from medical & dental evaluations, to radiation & chemotherapy consultations and ending with psychological & psychosocial evaluations. During all of these consultations and evaluations, I was informed of EVERY possible symptom and/or mishap that was possible. It was all too much, it felt as though every appointment or consultation that I visited seemed to have one goal and one goal only, and that was to slowly destroy my spirit. Although that first week was mentally and physically grueling, it was one hurdle crossed, one step closer to the ultimate goal.

Before being admitted into the hospital, there were two more things in which had to be done, I had to have a central venous line placed inside my chest, and then go through a process called apheresis. All BMT patients must have a CVL before going through with their transplant. It is similar to an IV, but instead is inserted into a large vein just above your heart. With the convenience of the CVL, I avoided multiple needle sticks. The CVL was also used as means of receiving chemotherapy, IV medications, lab draws, blood transfusions, and in the process of apheresis. During this lengthy process, my stem cells were collected through my central line. What happens is the stem cells are collected through my central line (CVL), and is connected to the apheresis machine, which collects and separates the needed stem cells, and returns the rest of your blood back to your body. This entire process takes about 4 to 6 hours a day, and sometimes takes more than one session. All in all, the apheresis was painless but tiresome, and I began to feel a change in my body.

Fast forward a couple of days to me sitting in my new hospital room. This would be the room where it all took place, where my life would ultimately change forever. This is where I would receive my Bone Marrow Transplant. A new me, a better me, a healthier and hopefully wiser me!

Prior to the days before receiving my transplant, I had to undergo 2 days of chemo and 5 days of radiation. The chemotherapy was given to me through my central line, and was a lot easier than I had expected. I had hardly any side effects to the chemo, and while it was being administered, I watched T.V. and read books. However, radiation was not as unproblematic. I had to receive 2 doses of radiation everyday for 5 days. The radiation caused severe itching and irritation, along with other unwanted side effects. But thank God, I got through it, and was more than happy when that bridge was crossed.

The day of the transplant had finally come, "my second birthday," February 3, 2005. After all of the traumatic events leading up to this procedure, you would think it would be more complicated, but it was actually quite simple. It only took 45 minutes, and was much like receiving a blood transfusion. In all truth, I slept through most of it.

The biggest obstacle had been trounced, and I was well on my way to victory. Although I was determined to keep up this jovial attitude, but it quickly deteriorated before my eyes and the eyes of my family as I slowly grew disheartened.

I had gone through a week or two of distressing throat pain, a common side effect of the chemo & radiation. I couldn't swallow anything, because of the constant throat pain I had to endure. It had gotten so bad to the point where I was given daily doses of morphine around the clock to numb the pain. Eventually the soar throat was gone, and I was now able to eat, without having a hard time swallowing, whether or not I could keep it down, that was another problem.

As days slowly crept by and faded away, so did my recollection of whom I was. One morning, as I looked through the mirror, days after loosing my hair, I was startled in the person I saw gawking back at me. This person was no one I had ever seen before, somewhat of a stranger. As I glared back at my reflection, into the eyes of this new me, I noticed that the radiance that once stood pretentiously in my eyes were no longer present. It had been kicked out by a now ominous and dismal appearance, now accompanied with a baldhead. It had been like the life, my spirit, had been sucked out of me, only to return if I aloud it. I had been sucked into the world of hopelessness, lethargy, and indolence. In complimentary to restlessness, while nurses strolled in and out of your room at all times of the night, only to be awakened to cold hands, poking, prodding and beeping machines. Some nights were filled with tearful wishes of being back home. Although the doctors said my counts had started to raise and that I had began to engraft (process where new stem cell start to take hold and grow), how come I still felt out of place, and not myself?

I decided the only way to get out of this never ending abyss of unhappiness, was to rely on my faith and family. I entrusted all of my problems in God, as my mother and I prayed and read the Bible everyday in search for guidance and patience. My family always brightened up my spirits when they came to visit me. My father came every weekend and stayed in the hospital with me to give my mom a break. One weekend, my dad, grandma, 2 sisters, brother, 2 cousins, and best friend came up to visit me. It was awesome! With the help of my sister Kelli, 2 cousins and best friend, and with the permission of the hospital, we were aloud to paint my room. We painted flowers of all colors, and drew my name on the wall, and put pictures from home all around the room. This was exactly what I needed to lift my spirits.

Soon after this, they had taken me off of the IV Pole, I was now taking all of my medicines orally, and my neutropenic level was well above normal. I was free to be discharged from the hospital. My mother and I were elated, and couldn't wait to be out. I soon realized how blessed I was not only to have a strong support system, but also to be recovering at such a fast pace. I was only in the hospital for a month, although at times it felt like decades, other patients in my situation can be in the hospital for up to 3-6 months. I was truly blessed, and now started to vaguely understand my place here on earth.

Although I was out of the hospital, I could not go home to Miami; I had to stay in the Gainesville area, which is standard protocol for any BMT patient. While visiting the outpatient clinic 2-3 a week, the doctors seemed amazed at my rapid development. I had started manufacturing my own platelets, and my red blood cells continued to increase. Despite a sudden rash resulting from graft vs. host disease, I had no other side effects.



Weeks began to pass, and I slowly began to notice a drastic change in my physical appearance. The scale at the clinic reconfirmed this apprehension, by displaying my weight of 127 pounds. In translation I had gained over 20 pounds since my discharge from the hospital, and always found myself eating. The doctors assured me that it was simply the steroids, and that I would lose the weight as soon as I was taken off of them. This sudden modification of me was another test of my faith and strength, as I often avoided looking in the mirror. The excess weight made me feel sluggish, I couldn't walk up the stairs without losing my breath, this was all new to me, being that I was always fit and in shape. But, I slowly began to gain my energy back, but there was still this nagging feeling of melancholy.

I wanted to go home, I wanted to be back in my house, be surrounded by my family and friends, feel the cool Miami breeze against my face, I longed for all of this. I was soon allowed to go back to Miami; this was certainly what I had prayed for night after night. Being able to sleep in the comforts of my own room, and see all of my friends and family.

Being back home was everything I could have asked for, and although my tests have come back negative for leukemia, I still must take daily precautions in protecting my health. When out in public I must wear a mask, protecting myself from possible viruses and common colds. When wearing my mask out in public, it does cause people to stare, and at first made me feel uncomfortable & awkward, and at times still does. However, I put my health before anything, despite the gawks and stares, I recognize that I am me and can't change who I am.

From the time when I was first diagnosed with chronic myeloid leukemia, I had this desire to be "normal," pretending I was unchanged from all of this. But looking back now, I realized I am not normal, I am unique, and always was, with or without leukemia. This disease does not characterize who I am, but rather who I have become, and who I will flourish to be. I now no longer ask, *why me?*, but thanks from the advice from a wise friend, now say to myself, *why not me?* I am Devon Vickers and I had chronic myelogenous leukemia.

As I stand before you I am renewed, authorized and cleansed by the miracle of a matching donor and the authority of the Holy Spirit. I have come to realize that my steps are ordered, guided and blessed. I now go forth with the blessed assurance that I shall never forget I have been anointed by the spirit of life.

Furthermore I am a standing, living, breathing illustration in the power of saving a life. You could save a life! Everyday, thousands of patients are searching for a miracle in their search for a donor, you could be that patient's miracle worker by simply donating blood at your local blood drive, joining the National Marrow Donor Program Registry, or donating your baby's cord blood (which saved my life!)

It is essential that more people donate and register, especially the minority! Because marrow and cord blood transplants require the matching of certain tissue traits (which are inherited) between the donor and patient, a patient's match is usually someone of the same heritage. Therefore, African Americans, Hispanics, Asians, American Indians, and multiple race patients face a greater challenge in finding a match than White patients. However, as depressing as this might sound, it has been proven that through the ongoing initiatives to increase the diversity of donors, in 2005, the likelihood of finding a

suitably matched cord blood unit has grown at least 2 fold for patients from all racial and ethnic groups. Your donation could save a life, is there more that is needed to be said? Numerous diseases could be treated with your donation such as sickle cell, Hodgkin's lymphoma, acute mye-lo-genous leukemia, acute lymphoblastic leukemia, and so many more. So I deeply encourage you, to please find it in your heart to take the time out and register to become a bone marrow donor.

Thank you for listening to my story. ....

**TALLY**

**ADVISORY BOARD BALLOT**  
Miami-Dade County, Florida

March 6, 2007

**PUBLIC LIBRARY ADVISORY BOARD**

	Yonel Martiz Candenas	Raul M. Gonzalez	Stephen Halpert
Barbara J. Jordan	X		
Dorin D. Rolle			
Audrey Edmonson			
Sally A. Heyman			X
Bruno A. Barreiro	X		
Rebecca Sosa	X		
Carlos A. Gimenez			
Katy Sorenson	X		
Dennis C. Moss			
Sen. Javier D. Souto			
Joe A. Martinez		X	
Jose "Pepe" Diaz	X		
Natacha Seijas			
<b>Results</b>	<b>5</b>	<b>1</b>	<b>1</b>

Counted by the Clerk  
for recording.

MAR 05 2007

Item \_\_\_\_\_  
Exhibit \_\_\_\_\_  
Appl. \_\_\_\_\_

**TALLY**

**ADVISORY BOARD BALLOT**  
Miami-Dade County, Florida

March 6, 2007

**PUBLIC LIBRARY ADVISORY BOARD**

	Mohammed K. Farouk	Daniel Thomas	Clifford Laguera
Barbara J. Jordan	X		
Dorin D. Rolle			
Audrey Edmonson			
Sally A. Heyman	X		
Bruno A. Barreiro			X
Rebecca Sosa	X		
Carlos A. Gimenez			
Katy Sorenson	X		
Dennis C. Moss			
Sen. Javier D. Souto			
Joe A. Martinez	X		
Jose "Pepe" Diaz	X		
Natacha Seijas			
<b>Results</b>	<b>6</b>	<b>0</b>	<b>1</b>



## MEMORANDUM

Agenda Item 15(D)1

To: Honorable Chairman Bruno A. Barreiro, and  
Members, Board of County Commissioners

Date: March 6, 2007

From: Harvey Ruvlin, Clerk  
Circuit and County Courts

Subject: Appointment of Members  
to the Public Library  
Advisory Board:

Kay Sullivan, Director  
Clerk of the Board Division

Mr. Mohammed K. Farouk  
Mr. Yonel Martiz Cardenas

Please select one nominee from each group listed on the attached ballot to fill two (2) vacancies on the Public Library Advisory Board.

In accordance with Section 2-195 of the Miami-Dade County and the By-Laws of the Public Library Advisory Board, the Advisory Board submitted the names of candidates from which a replacement can be selected to fill each vacancy. The Advisory Board has recommended the appointment of Mohammed K. Farouk to fill the term of Geoffrey Philip, who resigned on March 20, 2006 and Mr. Yonel Martiz Cardenas to serve the remaining term of Ellery Brown who resigned on September 11, 2006.

The Director of Libraries' memorandum and the resumes of each candidate are attached for your review.

KS: sm  
Attachments

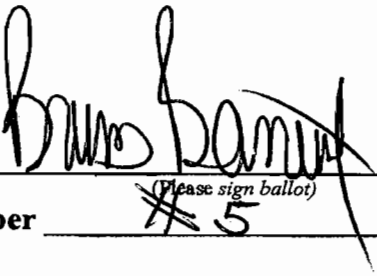
**COUNTY ADVISORY BOARD BALLOT**  
Miami-Dade County, Florida

March 6, 2007

**PUBLIC LIBRARY ADVISORY BOARD**

<b>(Group 1)</b> <b>APPOINTMENT TO REPLACE GEOFFREY PHILIP</b> Vote (✓) for One	
Mohammed K. Farouk	<input type="checkbox"/>
Daniel E. Thomas	<input type="checkbox"/>
Clifford E. LaGuerre	<input checked="" type="checkbox"/>

<b>(Group 2)</b> <b>APPOINTMENT TO REPLACE ELLERY BROWN</b> Vote (✓) for One	
Yonel A. Martiz Cardenas	<input checked="" type="checkbox"/>
Raul M. Gonzalez	<input type="checkbox"/>
Stephen K. Halpert	<input type="checkbox"/>

Commissioner   
Commission District Number (Please sign ballot)  
# 5

**COUNTY ADVISORY BOARD BALLOT**  
Miami-Dade County, Florida

March 6, 2007

**PUBLIC LIBRARY ADVISORY BOARD**

<b>(Group 1)</b> <b>APPOINTMENT TO REPLACE GEOFFREY PHILIP</b> Vote (✓) for One	
Mohammed K. Farouk	<input checked="" type="checkbox"/>
Daniel E. Thomas	<input type="checkbox"/>
Clifford E. LaGuerre	<input type="checkbox"/>

<b>(Group 2)</b> <b>APPOINTMENT TO REPLACE ELLERY BROWN</b> Vote (✓) for One	
Yonel A. Martiz Cardenas	<input checked="" type="checkbox"/>
Raul M. Gonzalez	<input type="checkbox"/>
Stephen K. Halpert	<input type="checkbox"/>

Commissioner Barbara J. Gordon  
(Please sign ballot)

Commission District Number 1

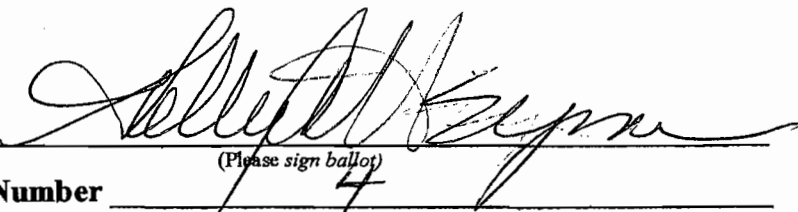
**COUNTY ADVISORY BOARD BALLOT**  
Miami-Dade County, Florida

March 6, 2007

**PUBLIC LIBRARY ADVISORY BOARD**

<b>(Group 1)</b> <b>APPOINTMENT TO REPLACE GEOFFREY PHILIP</b> Vote (✓) for One	
Mohammed K. Farouk	<input checked="" type="checkbox"/>
Daniel E. Thomas	<input type="checkbox"/>
Clifford E. LaGuerre	<input type="checkbox"/>

<b>(Group 2)</b> <b>APPOINTMENT TO REPLACE ELLERY BROWN</b> Vote (✓) for One	
Yonel A. Martiz Cardenas	<input type="checkbox"/>
Raul M. Gonzalez	<input type="checkbox"/>
Stephen K. Halpert	<input checked="" type="checkbox"/>

Commissioner   
(Please sign ballot)  
 Commission District Number 4



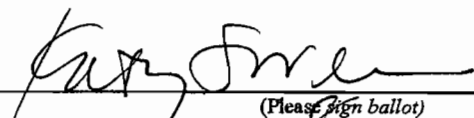
**COUNTY ADVISORY BOARD BALLOT**  
Miami-Dade County, Florida

**March 6, 2007**

**PUBLIC LIBRARY ADVISORY BOARD**

<b>(Group 1)</b> <b>APPOINTMENT TO REPLACE GEOFFREY PHILIP</b> Vote (✓) for One	
Mohammed K. Farouk	<input checked="" type="checkbox"/>
Daniel E. Thomas	<input type="checkbox"/>
Clifford E. LaGuerre	<input type="checkbox"/>

<b>(Group 2)</b> <b>APPOINTMENT TO REPLACE ELLERY BROWN</b> Vote (✓) for One	
Yonel A. Martiz Cardenas	<input checked="" type="checkbox"/>
Raul M. Gonzalez	<input type="checkbox"/>
Stephen K. Halpert	<input type="checkbox"/>

Commissioner   
(Please sign ballot)

Commission District Number 8

**COUNTY ADVISORY BOARD BALLOT**  
Miami-Dade County, Florida

March 6, 2007

**PUBLIC LIBRARY ADVISORY BOARD**

<b>(Group 1)</b> <b>APPOINTMENT TO REPLACE GEOFFREY PHILIP</b> Vote (✓) for One	
Mohammed K. Farouk	<input checked="" type="checkbox"/>
Daniel E. Thomas	<input type="checkbox"/>
Clifford E. LaGuerre	<input type="checkbox"/>

<b>(Group 2)</b> <b>APPOINTMENT TO REPLACE ELLERY BROWN</b> Vote (✓) for One	
Yonel A. Martiz Cardenas	<input checked="" type="checkbox"/>
Raul M. Gonzalez	<input type="checkbox"/>
Stephen K. Halpert	<input type="checkbox"/>

Commissioner \_\_\_\_\_  
(Please sign ballot)  
Commission District Number 12


**COUNTY ADVISORY BOARD BALLOT**  
Miami-Dade County, Florida

March 6, 2007

**PUBLIC LIBRARY ADVISORY BOARD**

<b>(Group 1)</b> <b>APPOINTMENT TO REPLACE GEOFFREY PHILIP</b> Vote (✓) for One	
Mohammed K. Farouk	<input checked="" type="checkbox"/>
Daniel E. Thomas	<input type="checkbox"/>
Clifford E. LaGuerre	<input type="checkbox"/>

<b>(Group 2)</b> <b>APPOINTMENT TO REPLACE ELLERY BROWN</b> Vote (✓) for One	
Yonel A. Martiz Cardenas	<input checked="" type="checkbox"/>
Raul M. Gonzalez	<input type="checkbox"/>
Stephen K. Halpert	<input type="checkbox"/>

Commissioner   
(Please sign ballot)  
Commission District Number 6

**COUNTY ADVISORY BOARD BALLOT**  
Miami-Dade County, Florida

March 6, 2007

**PUBLIC LIBRARY ADVISORY BOARD**

<b>(Group 1)</b> <b>APPOINTMENT TO REPLACE GEOFFREY PHILIP</b> <b>Vote (✓) for One</b>	
Mohammed K. Farouk	<input checked="" type="checkbox"/>
Daniel E. Thomas	<input type="checkbox"/>
Clifford E. LaGuerre	<input type="checkbox"/>

<b>(Group 2)</b> <b>APPOINTMENT TO REPLACE ELLERY BROWN</b> <b>Vote (✓) for One</b>	
Yonel A. Martiz Cardenas	<input type="checkbox"/>
Raul M. Gonzalez	<input checked="" type="checkbox"/>
Stephen K. Halpert	<input type="checkbox"/>

**Commissioner** \_\_\_\_\_  
**Commission District Number** \_\_\_\_\_  
*(Please sign ballot)*  
411