

**RESOLUTION No. 15-190**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-323 (2) OF THE CITY CODE OF ORDINANCES, AUTHORIZING THE ENGAGEMENT OF THE GOLDSTEIN ENVIRONMENTAL FIRM TO PERFORM PROFESSIONAL BROWNFIELD REDEVELOPMENT SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, TO PREPARE THE BROWNFIELD DESIGNATION DOCUMENTS FOR THE NW 114 AVENUE PARK GREENFIELD CONSERVATION AND RECREATION AREA PURSUANT TO FLORIDA'S BROWNFIELD REDEVELOPMENT ACT IN AN AMOUNT NOT TO EXCEED \$45,000.00; AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS IN FURTHERANCE THEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Florida's Brownfield Redevelopment Act provides the public and private sectors with a series of regulatory and financial benefits to facilitate the environmental clean-up and reuse of properties with environmental conditions (the "Brownfield Program"); and

**WHEREAS**, the City of Doral (the "City") intends to use the Brownfield Program as a tool to address the naturally-occurring environmental conditions at the future site of the NW 114 Avenue Park; and

**WHEREAS**, participation in the Brownfield Program requires the designation of the NW 114 Avenue Park property as a brownfield area and development of a Brownfield Site Rehabilitation Agreement (BSRA) with Miami-Dade County Department of Regulatory and Economic Resources to qualify for the regulatory and financial incentive provided by the state brownfield statutes; and

**WHEREAS**, the City desires to engage the professional consulting services of "The Goldstein Environmental Firm" ("Goldstein") to assist the city implement the brownfield area, development of the BSRA and related services for the NW 114<sup>th</sup> Avenue Park; and

**WHEREAS**, the administration has recommended that the City Council authorize the engagement of Goldstein and authorize the City Manager to negotiate and enter into an agreement with Goldstein for the provision of brownfield professional consulting services in an amount not to exceed \$45,000.00 from the Contingent Reserves account 001.5005.500492.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Authorization.** Pursuant to section 2-323(2) of the City Code of Ordinance, the Engagement of the Goldstein Environmental Firm for the provision of professional brownfield services to prepare the brownfield designation documents for the NW 114 Avenue Park “Greenfield Conservation and Recreation Area pursuant to Florida’ Brownfield Redevelopment Act” in an amount not to exceed \$45,000.00 from the Contingent Reserves account 001.5005.500492 is hereby authorized. The scope of work is attached as Exhibit “A”, which is incorporated herein and made a part hereof by this reference. The City Manager is authorized is to negotiate and, subject to approval by the City Attorney as to form and legal sufficiency, enter into an agreement with The Goldstein Environmental Firm. The City Manager is further authorized to expend budgeted funds in furtherance hereof.

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

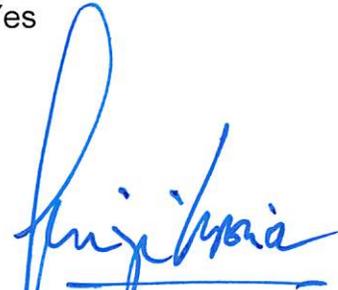
purpose and provisions of this Resolution.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Fraga and upon being put to a vote, the vote was as follows:

|                                  |     |
|----------------------------------|-----|
| Mayor Luigi Boria                | Yes |
| Vice Mayor Sandra Ruiz           | Yes |
| Councilman Pete Cabrera          | Yes |
| Councilwoman Christi Fraga       | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |

PASSED and ADOPTED this 13 day of October, 2015.



\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE &  
BIERMAN, P.L.  
CITY ATTORNEY

# EXHIBIT “A”

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.  
*Transactions, Due Diligence, Development, Brownfields, Cleanups and Compliance*

---

One Southeast Third Avenue, Suite 2120  
Miami, Florida 33131  
Telephone: (305) 777-1680  
Facsimile: (305) 777-1681  
[www.goldsteinenvlaw.com](http://www.goldsteinenvlaw.com)

Michael R. Goldstein, Esq.

Direct Dial: (305) 777-1682  
Email: [mgoldstein@goldsteinenvlaw.com](mailto:mgoldstein@goldsteinenvlaw.com)

October 6, 2015

**Via Email Only**

Mr. Edward A. Rojas, City Manager  
City of Doral  
8401 NW 53rd Terrace, 3rd Floor  
Doral, FL 33166

**Re: Engagement to Designate Park Site Located at NW 114<sup>th</sup> Avenue a Greenfield Conservation and Recreation Area Pursuant to Florida's Brownfields Redevelopment Act and Negotiate and Execute a Brownfield Site Rehabilitation Agreement**

Dear City Manager Rojas:

Thank you for the opportunity to represent the City of Doral (the "City") in connection with the designation of a park site located at NW 114<sup>th</sup> Avenue (the "Subject Property") a Greenfield Conservation and Recreation Area pursuant to Florida's Brownfields Redevelopment Act. The purpose of this letter is to confirm our understanding of the scope of work that you would like The Goldstein Environmental Law Firm, P.A. (the "Firm"), to perform on behalf of the City as well as the terms of our engagement. If this summary meets with your expectations, we ask that you bind the City to its terms by executing the acknowledgment below and returning it to us with a check for the initial fixed fee payment as set forth below.

**I. Scope of Work**

Based on conversations and correspondence to date with yourself and Planning and Zoning Department Director Julian Perez, the following tasks constitute the services for this engagement (the "Scope of Work"):

**Task 1**

- Review (i) all environmental documentation for the Subject Properties provided to the Firm by the Client and the Client's environmental consultant and (ii) all relevant records for the Subject Properties maintained in online regulatory databases by the Miami-Dade County Department of Regulatory and Economic Resources ("DRER") and the Florida Department of Environmental Protection ("FDEP").
- Prepare a written analysis of material brownfield related financial and economic incentives available from the State of Florida for the Subject Property as a result of the Brownfields Area designation and execution of a Brownfield Site Rehabilitation Agreement.

**Task 2**

- Prepare a request for designation of the Subject Property as a Greenfield Conservation and Recreation Area pursuant to Florida's Brownfields Redevelopment Act that meets the statutory requirements of §376.80, Florida Statutes.
- Brief City staff and elected officials on the Greenfield Conservation and Recreation Area designation request in advance of public hearings. Respond to requests for supplemental information, if any, from City staff and elected officials.
- Draft staff report in support of the Greenfield Conservation and Recreation Area designation request for review and consideration by the City Council.
- Draft resolution effectuating Greenfield Conservation and Recreation Area designation for consideration and use by the City attorney.
- Draft Greenfield Conservation and Recreation Area designation notice of public hearing to be published by City as required by Florida Statutes.
- Coordinate and manage all public notification and outreach requirements associated with Greenfield Conservation and Recreation Area designation as required by statute.
- Appear at all community meetings and two public hearings in support of the Greenfield Conservation and Recreation Area designation.
- Ensure City's timely transmittal of approved Greenfield Conservation and Recreation Area designation resolution to FDEP.

### Task 3

- Prepare and negotiate Brownfield Site Rehabilitation Agreement with the Miami-Dade County DRER (which functions by statute as FDEP's delegated agent).
- Convene and manage initial meeting of Brownfield Advisory Committee.
- Develop protocol for site rehabilitation and payment of contractor invoices to maximize return of Voluntary Cleanup Tax Credits to the City.

### **II. Fees**

The Firm's fixed fee for the above the Scope of Work is as follows:

\$45,000.00, to be paid incrementally as follows:

- \$15,000.00 upon engagement;
- \$15,000.00 upon approval by City Council of Brownfield Designation; and
- \$15,000.00 upon execution of Brownfield Site Rehabilitation Agreement by City and Miami-Dade County.

**If the City Council decides not to adopt the Greenfield Conservation and Recreation Area Area designation resolution (or its equivalent) for the Subject Property, Miami-Dade County DRER denies the City's eligibility for a BSRA for the Subject Property, or the City Manager or his designee decides for any reason or for no reason to no longer pursue the designation or execution of a BRSA for the Subject Property (each contingency a "Refundability Event"), the Firm will refund all legal fees paid to the Firm to date by the City under this Agreement, and the City will have no further legal obligation to pay fees to the Firm under this Agreement. All fees will be refunded to the City no later than (3) business days after occurrence of the Refundability Event.**

Please note that the Firm's services are only those expressly set forth in the above Scope of Work. Any additional work that the City may request of the Firm in connection with the Subject Property, such as preparing any specific economic incentive or grant application; reviewing and providing comments on technical documents after execution of the BSRA; and/or providing general legal counsel in connection with pursuing remediation and/or regulatory closure, can be addressed in an amendment to this engagement letter and will be subject to additional fees.

### **III. Costs**

The City agrees to be responsible for any and all costs incurred by the Firm on its behalf related to any matter associated with executing the Scope of Work; provided, however, that the City will not

Mr. Edward A. Rojas, City Manager

October 6, 2015

Page 4

be charged for long distance phone service, transmittals via U.S. Mail, facsimiles, and any routine copying performed at the Firm's offices.

**IV. Other Billings Terms**

Any payments that are made after their respective due dates shall accrue interest at one and one-half percent (1.5%) per month. The Firm reserves the right to suspend or terminate its performance under this engagement letter or any other City related matter if any payment remains outstanding for more than 15 calendar days. The prevailing party in any litigation that may arise out of this engagement shall be entitled to attorney's fees. Venue shall be in any competent court of jurisdiction in Miami-Dade County, Florida.

We look forward to working with the City on this matter and thank you again for the opportunity to be of service.

Very truly yours,

**THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.**



Michael R. Goldstein  
/mrg

**Acknowledgment and Agreement**

On behalf of the City of Doral, I hereby acknowledge that I have read and understand the terms of the Firm's engagement and accept representation by the Firm in connection with the Scope of Work as described above pursuant to said terms.

**CITY OF DORAL**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_