

Date: October 28, 2014

To: City Council

From: Tanya Wilson-Sejour, AICP, Planning Manager, Community Planning & Development

Re: **Brownfield Rehabilitation Agreement – Rucks Park Site**

A RESOLUTION OF THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE BROWNFIELD SITE REHABILITATION AGREEMENT FOR THE RUCKS PARK BROWNFIELD AREA REHABILITATION PROGRAM, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY PURSUANT TO SECTION 376.80(5), FLORIDA STATUTES (2014); FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO DO ALL THINGS NECESSARY TO EFFECTUATE THE INTENT AND PURPOSE OF THE BROWNFIELD SITE REHABILITATION AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

RECOMMENDATION

Staff requests that the Mayor and City Council approve the proposed Resolution approving and authorizing the execution of the Brownfield rehabilitation agreement with Miami Dade County for the 6.319 acre City owned property formerly known as Rucks Park, located at 13780 NE 5th Avenue, with folio number 06-2219-000-162 in order to satisfy State law.

Background

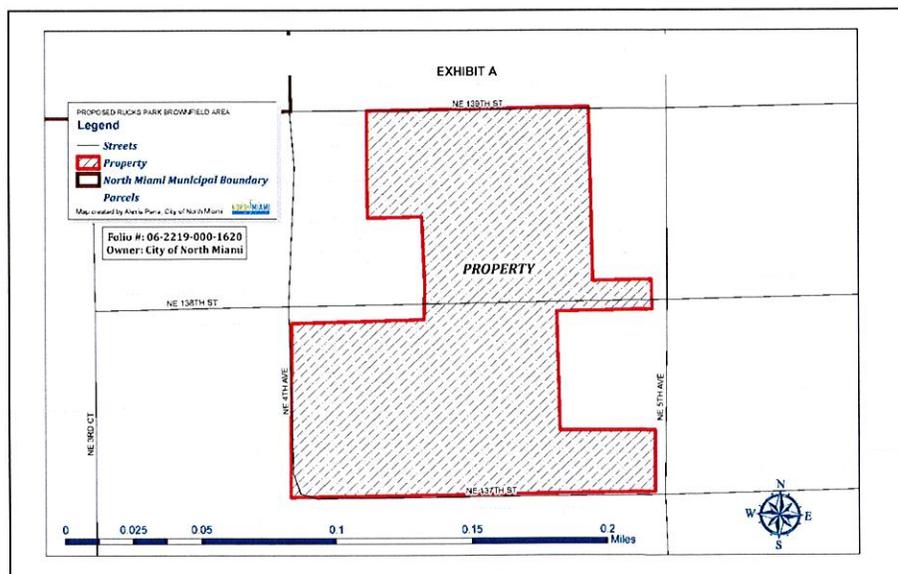
On September 23, 2014, the Vice Mayor as acting Mayor and City Council, passed and adopted Resolution No. 2014-R-83, designating the property formerly occupied by the Rucks Park Wastewater Treatment Plant with a Miami-Dade County Folio No. 06-2219-000-1620, as a Brownfield area.

Pursuant to the requirements of Section 376.80, Florida Statutes, since the Ruck’s Park site is a designated Brownfield area, the City must enter into a Brownfield Site Rehabilitation Agreement with Miami Dade County to establish and implement a Brownfield Area Rehabilitation Program. The agreement acknowledges Miami-Dade County’s role as the agency authorized to administer the Florida Brownfield Program on behalf of the Florida Department of Environmental Protection and to enforce the provisions of Chapters 403 and 376, Florida Statutes (2014), and applicable rules promulgated under Chapters 62-777 and 62-780, Florida Administrative Code.

Purpose

The purpose of designating a Brownfield area and entering into agreement with the County is to promote environmental restoration, economic redevelopment, and more sustainable growth patterns in and around the subject site. Environmental restoration of vacant or underutilized property has historically demonstrated to remove stigma, reduce blight, improve air and stormwater quality, eliminate environmental health hazards, and in turn, spur redevelopment and revitalization. By statutory definition, brownfields encompass real property where expansion, redevelopment, or reuse of which has been or may be complicated by actual or perceived environmental contamination.

Subject Site location



CONCLUSION

As a designated Brownfield area the City is able to partner with the County and State to develop a plan for rehabilitation and remediation of the Ruck's Park site. Accordingly, staff is requesting approval and authorization of the proposed Resolution in order to develop a remediation plan for the site and enter into agreement with Miami Dade County as required under Section 376.80, of Florida Statutes.

TWS

Attachments:

1. Proposed Resolution
2. Brownfield Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE BROWNFIELD SITE REHABILITATION AGREEMENT FOR THE RUCKS PARK BROWNFIELD AREA REHABILITATION PROGRAM, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY PURSUANT TO SECTION 376.80(5), FLORIDA STATUTES (2014); FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO DO ALL THINGS NECESSARY TO EFFECTUATE THE INTENT AND PURPOSE OF THE BROWNFIELD SITE REHABILITATION AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the State of Florida has provided, under Sections 376.77 through 376.86, Florida Statutes (2014), for the designation of a “brownfield area” by local government adoption of a resolution in order to promote environmental remediation and redevelopment and economic development and revitalization; and

WHEREAS, the Vice Mayor as Acting Mayor and City Council, reviewed the relevant procedures that apply in designating a “brownfield area” as specified in Section 376.80, Florida Statutes (2014), and found the City of North Miami (“City”) in compliance with the statutory requirements; and

WHEREAS, on September 23, 2014, the Vice Mayor as Acting Mayor and City Council, passed and adopted Resolution No. 2014-R-83, designating the property formerly occupied by the Rucks Park Wastewater Treatment Plant with a Miami-Dade County Folio No. 06-2219-000-1620 (“Rucks Park”), a brownfield area; and

WHEREAS, Miami-Dade County (“MDC”) is delegated the authority to administer the Florida Brownfields Program on behalf of the Florida Department of Environmental Protection (“Department”) and to administer and enforce the provisions of Chapters 403 and 376, Florida Statutes (2014), and applicable rules promulgated under Chapters 62-777 and 62-780, Florida Administrative Code, as amended from time to time; and

WHEREAS, the MDC through the Department, has the authority to establish criteria for determining a site rehabilitation program and the level at which a rehabilitation program may be deemed complete; and

WHEREAS, pursuant to Section 376.80(5), Florida Statutes (2014), the City and MDC must enter into a Brownfield Site Rehabilitation Agreement to establish and implement the Rucks Park Brownfield Area Rehabilitation Program; and

WHEREAS, the Vice Mayor as Acting Mayor and City Council have determined that the proposed Brownfield Site Rehabilitation Agreement for the Rucks Park Brownfield Area Rehabilitation Program is in the best interest of the City, and supremely advantageous to the public health, safety and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Approval and Authorization. The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, hereby approve and authorize the execution of the Brownfield Site Rehabilitation Agreement for the Rucks Park Brownfield Area Rehabilitation Program, in substantially the attached form, between the City of North Miami and Miami-Dade County pursuant to Section 376.80(5), Florida Statutes (2014).

Section 2. Authority of City Manager and City Attorney. The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to do all things necessary to effectuate the intent and purpose of the Brownfield Site Rehabilitation Agreement.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, this _____ day of October 2014.

PHILIPPE BIEN-AIME
VICE MAYOR AS ACTING MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Vice Mayor as Acting Mayor Philippe Bien-Aime
Councilperson Scott Galvin
Councilperson Carol Keys, Esq.
Councilperson Marie Erlande Steril

_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)

BEFORE MIAMI-DADE COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

IN RE: **City of North Miami**

Rucks Park Brownfield Site

Folio Number: 06-2219-000-1620, North Miami, FL 33161

Rucks Park Brownfield Area

Brownfield Area Identification Number: _____

Brownfield Site Identification Number: _____

BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5),
Florida Statutes (F.S.)

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, Miami-Dade County ("MDC") has been delegated the authority to administer the Florida Brownfields Program on behalf of the State of Florida's Department of Environmental Protection ("Department") and administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-780, Florida Administrative Code (F.A.C.), as amended; and

WHEREAS, MDC has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement ("BSRA"); and

WHEREAS, the Department and MDC, through its delegation have the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

This BSRA is entered into between MDC and City of North Miami, hereinafter the Person Responsible for Site Rehabilitation ("PRSR") (collectively referred to as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. MDC and the PRSR agree to the following:

1. MDC

The Department of Regulatory and Economic Resources (RER) is the agency of MDC with authority and power to enforce the provisions of Chapters 376 and 403, F.S.

2. PERSON RESPONSIBLE FOR SITE REHABILITATION

City of North Miami, is the PRSR as defined in §376.79(13), F.S., for the real property described in the map and legal description in **Attachment A** (the "Brownfield Site"), incorporated herein, that has been designated by City of North Miami in Resolution Number R-2014-83 as a brownfield area as defined in §376.79(4), F.S. **Attachment A** is a composite exhibit that includes: (a) the legal description and map of the Brownfield Site; and (b) the City of North Miami resolution with all attachments including the map of the designated brownfield area. The brownfield site consists of 6.28 acres.

3. PRSR'S DUTIES

The PRSR agrees:

- (a) to conduct "site rehabilitation" of any "contaminated site(s)" as defined in §376.79, F.S., whose source originates on the real property described in **Attachment A as the Brownfield site**. If such contaminated site(s) extend(s) beyond the boundary of the Brownfield site, then PRSR agrees to conduct site rehabilitation to address the entire contaminated site;
- (b) to conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties (see **Attachment B**), and incorporated herein;
- (c) to conduct site rehabilitation activities under the observation of professional engineers or professional geologists, as applicable, who are registered in accordance with the requirements of Chapters 471 or 492, F.S., respectively. Submittals provided by the PRSR must be signed and sealed by a professional engineer registered under Chapter 471, F.S., or by a professional geologist registered under Chapter 492, F.S., as applicable, certifying that the submittal and associated work comply with the laws, rules, and applicable ordinances of MDC and those governing the profession. Upon completion of the approved remedial action, a professional engineer registered under Chapter 471, F.S., or a professional geologist registered under Chapter 492, F.S., as applicable, must certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by MDC;
- (d) to conduct site rehabilitation in accordance with Chapter 62-160, F.A.C., as the same may be amended from time to time;
- (e) to obtain any local, state or federal approvals or permits required for the site rehabilitation work and to conduct the necessary site rehabilitation consistent with local, state, and federal laws, rules and ordinances. All site

City of North Miami - Rucks Park Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # _____

rehabilitation shall be consistent with the cleanup criteria in §376.81, F.S., the requirements of Chapters 62-780, F.A.C., Contaminated Site Cleanup Criteria, and 62-777, F.A.C., Contaminant Cleanup Target Levels;

- (f) to allow access by MDC or the Department during the entire site rehabilitation process, as evidenced by the attached documentation (see **Attachment C**) incorporated herein, establishing that such site access has been secured by agreement with the **real property owner**. Upon the transfer of any real property interest in any portion of the Brownfield Site before site rehabilitation is complete, the PRSR shall notify MDC within 15 days from the date that such an interest is effective. With notice the PRSR shall provide a copy of an access agreement in substantially the same form as that in **Attachment C** with any successor in interest to the **real property owner** of the Brownfield Site or with any party with a real property interest in the Brownfield Site after the effective date of this agreement, granting such access to MDC and the Department; and
- (g) to consider appropriate pollution prevention measures and to implement those that the PRSR determines are reasonable and cost-effective, taking into account the ultimate use or uses of the real property described in **Attachment A**.

4. CERTIFICATION

The PRSR certifies that he/she has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Documentation that supports this certification is provided as **Attachment D**.

5. SITE CONTRACTOR

The PRSR must ensure that the contractor who is performing the majority of the site rehabilitation program tasks pursuant to this BSRA or supervising the performance of such tasks by licensed subcontractors in accordance with the provisions of § 489.113(9), F.S., has provided certification to MDC that the contractor meets the requirements listed below. If the identity of the contractor is known at the time of the execution of this BSRA, a Brownfields Redevelopment Program Contractor Certification Form (CCF) shall be submitted as **Attachment E** to this BSRA. If the contractor has not yet been determined, the PRSR shall ensure that the CCF is submitted to the RER Brownfields Coordinator and approved by MDC before the contractor begins performing any site rehabilitation tasks at the site.

The PRSR must submit to MDC documentation as **Attachment F**, which shows a National Environmental Laboratory Accreditation Program ("NELAP")-recognized

City of North Miami - Rucks Park Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # _____

authority has accredited the laboratory(s) that will perform the analyses required by this agreement.

Any contractor that performs site rehabilitation tasks at a contaminated site originating on the real property as described in Attachment A shall provide documentation in accordance with the provisions of the paragraph above and with **Attachments E and F**, if applicable, showing that any contractor that performs site rehabilitation tasks:

- (a) meets all certification and license requirements imposed by law; and
- (b) performs, or has laboratory analyses performed, pursuant to NELAP certification requirements and performs, or has field sampling work performed, in accordance with the Standard Operating Procedures provided in Chapter 62-160, F.A.C., as amended, if applicable to performance of site rehabilitation tasks.

6. CONTINUOUS COMPLIANCE

During the entire site rehabilitation process, the PRSR agrees to ensure that the contractor continues to comply with the requirements of **Paragraph 5** of this BSRA pursuant to the requirements of §376.80(6), F.S.

7. VOLUNTARY CLEANUP TAX CREDIT PROGRAM

Not all activities that are approved or performed in association with a BSRA are eligible for the state's Voluntary Cleanup Tax Credit (VCTC). In accordance with Section 376.30781, F.S., only costs incurred and paid that are either integral, necessary and required for site rehabilitation or for solid waste removal, are eligible for the VCTC. "Site rehabilitation" means the assessment of site contamination and the remediation activities that reduce the levels of contaminants at a site through accepted treatment methods to meet the cleanup target levels established for that site. For purposes of sites subject to the Resource Conservation and Recovery Act, as amended, the term includes removal, decontamination, and corrective action of releases of hazardous substances. "Solid waste removal" means removal of solid waste from the land surface or excavation of solid waste from below the land surface and removal of the solid waste from the brownfield site. Nothing contained herein is intended to limit the VCTC otherwise available to the PRSR under applicable law. General information about the VCTC Program is available at <http://www.dep.state.fl.us/waste/categories/vctc/default.htm>. For specific questions regarding the VCTC Program, please contact the Department's Bureau of Waste Cleanup at (850) 245-8927.

8. ADVISORY COMMITTEE

The PRSR shall establish an advisory committee pursuant to the requirements of §376.80(4), F.S., for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. The advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. However, if an appropriate local advisory committee already exists, this committee may be used for requesting public participation and for the purposes of complying with this paragraph.

The PRSR shall provide the advisory committee a copy of the final proposed draft BSRA and a copy of the executed BSRA. When the PRSR submits a site assessment report or the technical document containing the proposed course of action following site assessment to MDC for review, the PRSR shall hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

The names, addresses, and contact numbers for all advisory committee members are included as **Attachment G**.

9. INDEMNIFICATION

The PRSR shall save and hold harmless and indemnify MDC and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this BSRA and from the negligent acts or omissions of the PRSR, or its employees, agents, contractors, subcontractors, or other representatives, to the extent allowed by law.

10. LIABILITY PROTECTION

The liability protection provided under §376.82 F.S. shall become effective upon execution of this BSRA and shall remain effective, provided the PRSR complies with the terms of this BSRA.

11. TERMINATION

If the PRSR fails to comply with this BSRA, MDC shall notify the PRSR and allow 90 days for the PRSR to return to compliance with the provision at issue or to negotiate a modification to the BSRA with MDC for good cause shown. If an imminent hazard exists the 90-day grace period shall not apply. If the project is not returned to compliance with this BSRA and a modification cannot be negotiated, MDC shall terminate this BSRA.

The PRSR may terminate this BSRA at any time upon written notice to MDC.

12. IMMINENT HAZARD

Nothing herein shall be construed to limit the authority of MDC to undertake any action in response to, or to recover the costs of responding to, conditions at or from the real property described in **Attachment A** that require MDC to take action to abate an imminent hazard to the public health, welfare or the environment.

13. RELEASE OF LIABILITY

Upon successful completion of this BSRA as evidenced by the issuance of a Site Rehabilitation Completion Order (SRCO) for each contaminated site originating from the real property described in Attachment A, the PRSR and his or her successors and assigns, shall be relieved from further liability for site rehabilitation as described in paragraph 3.a. of this BSRA to MDC and third parties and of liability in contribution to any other party who has or may incur cleanup liability for the contaminated site(s). This release of liability is subject to the reopener provisions of §376.82(3), F.S.

14. GOVERNING LAW

This BSRA has been delivered in MDC and shall be construed in accordance with the laws of Florida and any applicable local regulations. Wherever possible, each provision of this BSRA shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this BSRA shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this BSRA. Any action hereon or in connection herewith shall be brought in Miami-Dade County, Florida.

15. SUBMITTALS

The PRSR shall submit two hard (paper) copies or one hard copy and one electronic (digital) copy of any certifications or documentation required in **Paragraph 5** ("Site Contractor") above, and all data, reports, responses, addenda, or modifications to reports and plans required by this BSRA to:

Wilbur Mayorga
Chief, Environmental Monitoring & Restoration Division
Miami-Dade County Department of Regulatory and Economic Resources
701 NW 1st Court, 4th Floor
Miami, Florida 33136

MDC encourages the submittal of documents for review in an electronic format rather than the submittal of paper copies. All electronic copies of documents shall be in the format listed in Section 8 of the Instructions and attached as **Attachment**

H. Time frames for MDC's review of technical reports and plans and submittal of documents by the PRSR shall be governed by the attached schedule (see **Attachment B**), incorporated herein. After final MDC approval of each report or plan, an electronic copy shall be submitted to MDC within 30 days. The electronic copy of the report shall be submitted on Compact Disc (CD) for archiving purposes in the format listed in **Attachment H**.

16. DOCUMENT REVIEW

During the site rehabilitation process, if MDC fails to complete the review of a technical document within the time frame specified in this BSRA, with the exceptions of "no further action proposals," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation, the PRSR may proceed to the next site rehabilitation task. However, the PRSR does so at its own risk and may be required by MDC to complete additional work on a previous task.

17. FEES

MDC may charge and retain applicable fees for use in supporting the administration of the Brownfields Program. Any such fees shall be charged in accordance with the current fee schedule that has been reviewed and approved by the Board of County Commissioners. Nothing in this provision shall preclude MDC from charging and collecting administrative fees, investigative costs, or other costs incurred by MDC resulting from performing enforcement and compliance functions. Nothing in this Agreement shall prohibit MDC from seeking penalties, damages, costs, or attorney fees as provided by law or ordinance. All civil penalties and damages recovered by MDC shall be deposited in a separate county fund which shall be used as set forth in Section 24-31, of the Code of Miami-Dade County, Florida.

18. ASSIGNMENT

The PRSR shall not assign any rights or responsibilities under this BSRA to any other party without the written consent of MDC and the local government with jurisdiction over the real property described in **Attachment A**. However, the MDC shall not withhold its consent to such an assignment if: (a) the proposed assignee meets all of the eligibility criteria under §376.82, F.S.; (b) the proposed assignee has agreed, in writing, to assume all obligations of the PRSR under the terms of this Agreement; and (c) the assignment of PRSR obligations under any agreement with the local government with jurisdiction over the real property has been approved, in writing, by the local government.

19. WAIVER

By entering into this BSRA, the PRSR waives its right to challenge the contents of this BSRA in an administrative hearing afforded by §120.569 and §120.57, F.S., or an appeal afforded by the terms of §120.68, F.S. This BSRA does not deny the PRSR a right to challenge MDC actions taken pursuant to this BSRA. No delay or

failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this BSRA, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

20. EFFECTIVE DATE AND ADMINISTRATIVE HEARING

This BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§120.569 and 120.57, F.S., within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this BSRA will not be effective until further order of MDC. The liability protection for the PRSR pursuant to §376.82(2), F.S., becomes effective upon execution of the brownfield site rehabilitation agreement. The procedures for petitioning a hearing are set forth below.

Persons other than the PRSR who are affected by this BSRA have the following options:

- (a) If you choose to accept MDC's decision regarding this BSRA, you do not have to do anything. This BSRA is final and effective 21 days after the date of execution.
- (b) If you choose to challenge MDC's decision, you may do the following:
 - (i) File a request for an extension of time to file a petition for hearing with the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136 within 21 days of receipt of this BSRA; such a request should be made if you wish to meet with MDC in an attempt to informally resolve any disputes without first filing a petition for hearing.

Or

- (ii) File a petition for administrative hearing with the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136 within 21 days of receipt of this BSRA.

Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., MDC may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed with (received by) the office of the Director of MDC

City of North Miami - Rucks Park Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # _____

RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136, within 21 days of receipt of this BSRA. Petitioner shall mail a copy of the request to the PRSR at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136, within 21 days of receipt of this BSRA. Petitioner shall mail a copy of the petition to the PRSR at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRSR's name and address; the Department's Brownfield Area and Brownfield Site Identification Numbers; the name and address of the Brownfield Site; the name and address of each agency affected;
2. A statement of when and how each petitioner received notice of MDC's action or proposed action;
3. An explanation of how each petitioner's substantial interests are or will be affected by MDC's action or proposed action;
4. A statement of the disputed issues of material facts, or a statement that there are no disputed facts;
5. A concise statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of MDC's action or proposed action;
6. A statement of the specific rules or statutes the petitioner contends requires reversal or modification of MDC's action or proposed action; and
7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes MDC to take with respect to MDC's action or proposed action.

City of North Miami - Rucks Park Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # _____

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that MDC's final action may be different from the position taken by it in this BSRA. Persons whose substantial interests will be affected by any such final decision of MDC have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

21. JUDICIAL REVIEW

Except for the PRSR, any party has the right to seek judicial review of this BSRA under §120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with office of the Director of MDC RER at 701 NW 1st CT, 4th Floor, Miami, Florida 33136, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice of appeal must be filed within 30 days after this BSRA is filed with the Clerk of RER (see below).

22. CONTACTS FOR GENERAL AND LEGAL QUESTIONS

Any questions about the content of this BSRA, MDC's review of the BSRA, or technical questions should be directed to the RER Brownfields Coordinator at:

**Miami-Dade County Department of Regulatory and Economic Resources
701 NW 1st Court, 4th Floor
Miami, FL 33136
(305) 372-6700**

or to the PRSR's representative at:

**Michael R. Goldstein, Esq.
The Goldstein Environmental Law Firm, P.A.
1 SE Third Avenue, Suite 2120
Miami, Florida 33131
(305) 777-1682**

Questions regarding legal issues should be referred to the MDC's County Attorney's Office at 305-375-5151. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

23. ENTIRETY OF AGREEMENT

This BSRA represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this BSRA shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this BSRA, unless otherwise provided herein.

City of North Miami - Rucks Park Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # _____

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: Jack Osterholt, MDC Deputy Mayor, or his designee, City of North Miami, the Person Responsible for Site Rehabilitation, signing by and through Aleem A. Ghany, P.E., City Manager, duly authorized to execute same.

PERSON RESPONSIBLE FOR
SITE REHABILITATION

MIAMI-DADE COUNTY

By: _____
(PRSR Authorized Signatory)

Aleem A. Ghany, P.E., City Manager
City of North Miami, a Florida municipal
Corporation

By: _____
Deputy Mayor/Director
Regulatory and Economic Resources

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

Regine M. Monestime, City Attorney

MDC Assistant County Attorney

Date: _____

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Michael A. Etienne, City Clerk

Clerk (or Deputy Clerk)

Date: _____

Date: _____

cc: Kim Walker, FDEP Brownfields Liaison
Art Torvela, P.E., Brownfields Coordinator, Southeast District, FDEP
Sandra Rezola, Brownfield Coordinator, RER
Michael R. Goldstein, Esq., Environmental Counsel to City of North Miami

City of North Miami - Rucks Park Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # _____

List of Attachments

- | | |
|--------------|--|
| Attachment A | Local Government Resolution for the Brownfield Area and Map and Legal Description of the Brownfield Site |
| Attachment B | Brownfield Site Rehabilitation Schedule |
| Attachment C | Site Access Agreement |
| Attachment D | Certification of Redevelopment Agreement |
| Attachment E | Contractor Certification Form |
| Attachment F | Quality Assurance Certificate |
| Attachment G | Advisory Committee Members |
| Attachment H | Format for Submittal of Technical Documents |

Attachment A

ATTACHMENT A

LEGAL DESCRIPTION

Folio No. 06-2219-000-1620

A PORTION OF THE NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$) OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF THE RIGHT-OF-WAY FOR N.E. 138th STREET (TO BE VACATED) AS SHOWN ON THE PLAT OF HYSTAN SUBDIVISION, RECORDED IN PLAT BOOK 66, PAGE 77 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$). OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$); THENCE SOUTH 00°04'49" WEST, ALONG A PORTION OF THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$), A DISTANCE OF 359.34 FEET; THENCE NORTH 89°57'26" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF N.E. 5th AVENUE; THENCE CONTINUE NORTH 89°57'26" WEST, A DISTANCE OF 167.71 FEET; THENCE SOUTH 00°19'48" WEST, A DISTANCE OF 170.00 FEET; THENCE NORTH 89°40'12" EAST, A DISTANCE OF 166.50

FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°04'49" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 109.84 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF S.W. 137th STREET, SAID LINE ALSO BEING 25.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$); THENCE NORTH 89°40'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 638.15 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$); THENCE NORTH 00°06'41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 282.31 FEET; THENCE NORTH 89°45'19" EAST, A DISTANCE OF 229.90 FEET; THENCE NORTH 00°12'45" WEST, A DISTANCE OF 144.51 FEET; THENCE SOUTH 89°47'15" WEST, A DISTANCE OF 96.08 FEET TO A POINT ON THE EAST LINE OF SANTEE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 00°06'41" EAST, ALONG SAID EAST LINE, A DISTANCE OF 187.34 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID SANTEE ESTATES; THENCE NORTH 89°47'15" EAST, ALONG A LINE 25.00 FEET SOUTH AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$) A DISTANCE OF 399.01 FEET TO A POINT ON THE EAST LINE OF THE WEST 532 FEET OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$), SAID LINE BEING COINCIDENT WITH THE WEST LINE OF SAID HYSTAN SUBDIVISION; THENCE SOUTH 00°06'41" WEST, ALONG SAID WEST LINE, A DISTANCE OF 281.60 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID HYSTAN SUBDIVISION; THENCE NORTH 89°43'44" EAST, ALONG THE SOUTH LINE OF SAID LOT 3 AND IT'S EASTERLY EXTENT/ON A DISTANCE OF 105.96 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF N.E. 5th AVENUE; THENCE SOUTH 00°04'49" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 52.74 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 6.319 ACRES (275,256 SQUARE FEET) MORE OR LESS.

Attachment A

PROPOSED RUCKS PARK BROWNFIELD AREA

Legend

— Streets

 Property

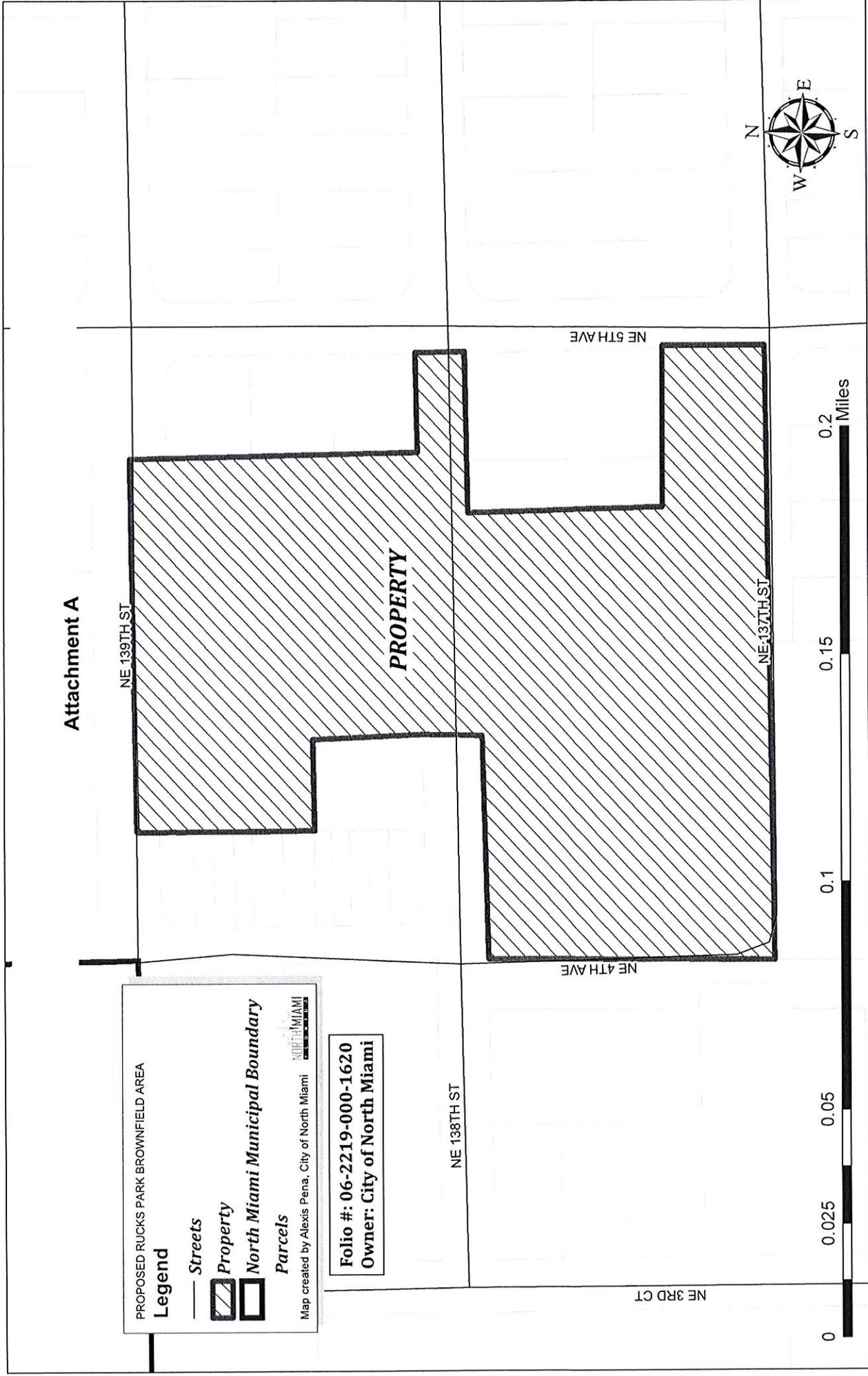
 North Miami Municipal Boundary

 Parcels

Map created by Alexis Pena, City of North Miami



Folio #: 06-2219-000-1620
Owner: City of North Miami



RESOLUTION NO. 2014-R-83

A RESOLUTION OF THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, MAKING CERTAIN FINDINGS AND DESIGNATING THE REAL PROPERTY IDENTIFIED BY MIAMI-DADE COUNTY FOLIO NO. 06-2219-000-1620, AS FURTHER IDENTIFIED BY THE MAP IN THE ATTACHED EXHIBIT "A", AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80, FLORIDA STATUTES, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION, JOB CREATION AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the State of Florida has provided, in Chapter 97-277, Laws of Florida, which is codified at Sections 376.77 through 376.86, Florida Statutes (2014), for the designation of a "brownfield area" by local government adoption of a resolution in order to promote environmental remediation, redevelopment, economic development and revitalization; and

WHEREAS, the proposed brownfield area consists of property formerly occupied by the Rucks Park Wastewater Treatment Plant, Miami-Dade County Folio No. 06-2219-000-1620 (hereinafter the "Rucks Park Site") as shown in the attached Exhibit "A" and more particularly described in Exhibit "B" (both attached hereto); and may be developed for conservation, recreation, healthcare, and/or residential uses; and

WHEREAS, the City of North Miami, Florida (the "City") owns the Rucks Park Site and is designating it as a brownfield area pursuant to Section 376.80, Florida Statutes (2014); and

WHEREAS, the Vice Mayor as Acting Mayor and City Council have reviewed the relevant procedures that apply in designating a brownfield area, as specified in Section 376.80, Florida Statutes (2014), and find the City in compliance with the statutory requirements; and

WHEREAS, proper notice of the designation of the proposed brownfield area has been provided in accordance with Section 376.80(1)(c) and Section 166.041(3)(c)2, Florida Statutes (2014); and

WHEREAS, the City Council finds as follows:

1. The proposed brownfield area warrants economic development and has a reasonable potential for such activities;
2. The proposed brownfield area represents a reasonably focused approach and is not overly large in geographic coverage;
3. The proposed brownfield area has potential to interest the private sector in participating in rehabilitation; and
4. The proposed brownfield area contains a portion of the site suitable for limited recreational open space; and

WHEREAS, the Vice Mayor as Acting Mayor and City Council have determined that the proposed brownfield area designation on the subject property is in the best interest of the City, and advantageous to the public health, safety and welfare; and

WHEREAS, the City desires to notify the Florida Department of Environmental Protection of its resolution designating the Rucks Park Site a brownfield area to further its rehabilitation and redevelopment for the purposes enunciated under Sections 376.77 through 376.86, Florida Statutes (2014).

NOW THEREFORE, BE IT RESOLVED BY THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Adoption of Representations. The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, find that the City has satisfied the requirements to designate a proposed brownfield area set forth in Section 376.80, Florida Statutes (2014).

Section 3. Property Designation. The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, hereby designate the area depicted on Exhibit "A" and described on Exhibit "B", attached hereto and incorporated herein by reference, as a "brownfield area" for purposes of Sections 376.77 through 376.86, Florida Statutes (2014).

Section 4. Authorization to City Clerk. The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Clerk to notify the Florida Department of Environmental Protection of the City Council's resolution designating the Rucks Park Site a brownfield area for purposes of Sections 376.77 through 376.86, Florida Statutes (2014).

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

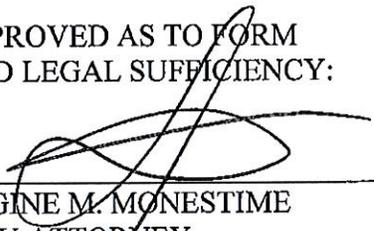
PASSED AND ADOPTED by a 4-0 vote of the Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, this 23rd day of September, 2014.


PHILIPPE BIEN-AIME
VICE MAYOR AS ACTING MAYOR

ATTEST:


MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Keys

Vote:

Vice Mayor as Acting Mayor Philippe Bien-Aime
Councilperson Scott Galvin
Councilperson Carol Keys, Esq.
Councilperson Marie Erlande Steril

<u>x</u>	(Yes)	_____	(No)
<u>x</u>	(Yes)	_____	(No)
<u>x</u>	(Yes)	_____	(No)
<u>x</u>	(Yes)	_____	(No)

Exhibit A

PROPOSED RUCKS PARK BROWNFIELD AREA

Legend

- Streets
-  Property
-  North Miami Municipal Boundary

Parcels

Map created by Alexis Pena, City of North Miami



Folio #: 06-2219-000-1620
Owner: City of North Miami

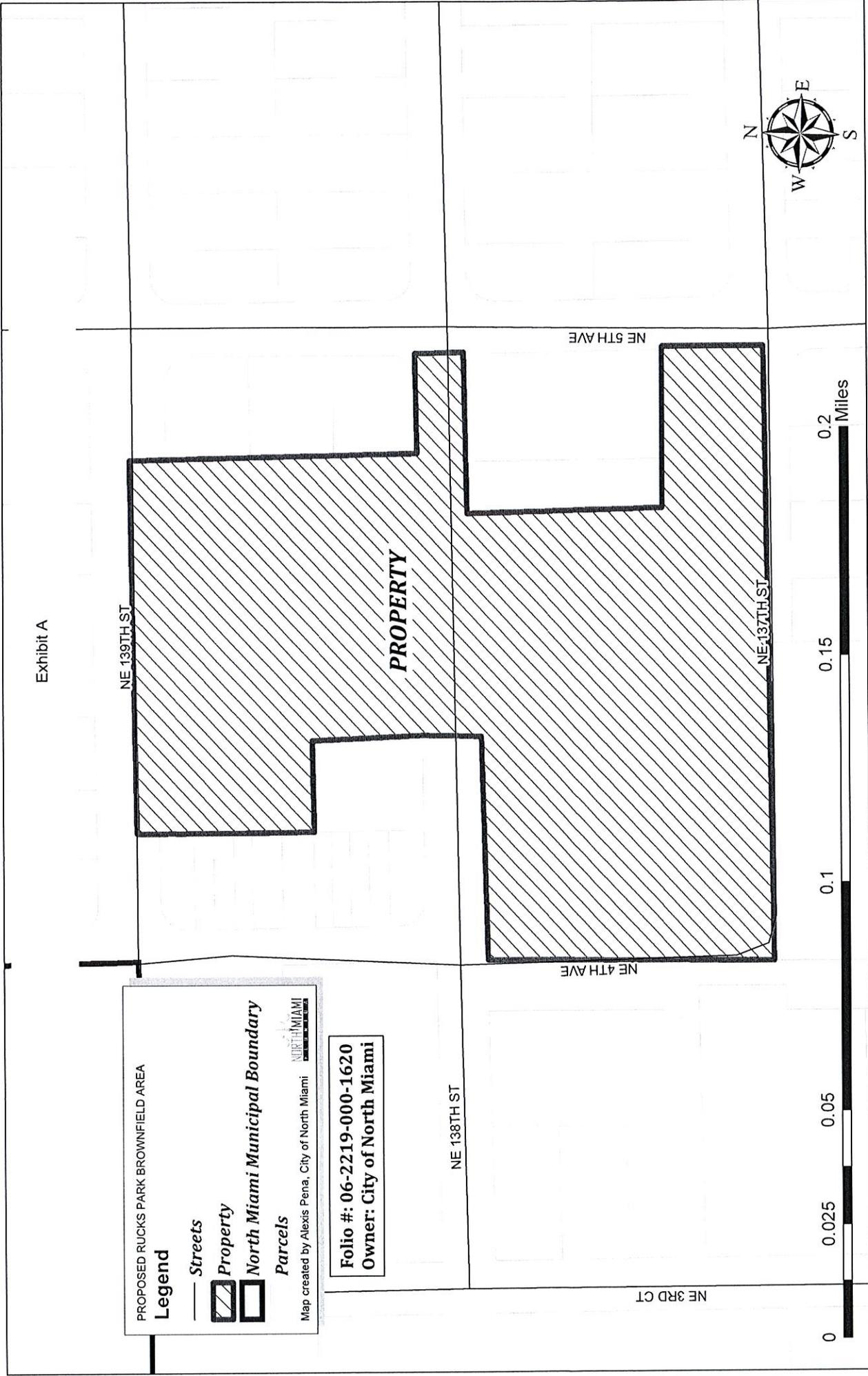


EXHIBIT B

LEGAL DESCRIPTION

Folio No. 06-2219-000-1620

A PORTION OF THE NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$) OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF THE RIGHT-OF-WAY FOR N.E. 138th STREET (TO BE VACATED) AS SHOWN ON THE PLAT OF HYSTAN SUBDIVISION, RECORDED IN PLAT BOOK 66, PAGE 77 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$). OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$); THENCE SOUTH 00'04'49" WEST, ALONG A PORTION OF THE EAST LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$), A DISTANCE OF 359.34 FEET; THENCE NORTH 89'57'26" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF N.E. 5th AVENUE; THENCE CONTINUE NORTH 89'57'26" WEST, A DISTANCE OF 167.71 FEET; THENCE SOUTH 00'19'48" WEST, A DISTANCE OF 170.00 FEET; THENCE NORTH 89'40'12" EAST, A DISTANCE OF 166.50

FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00'04'49" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 109.84 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF S.W. 137th STREET, SAID LINE ALSO BEING 25.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$); THENCE NORTH 89'40'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 638.15 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$); THENCE NORTH 00'06'41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 282.31 FEET; THENCE NORTH 89'45'19" EAST, A DISTANCE OF 229.90 FEET; THENCE NORTH 00'12'45" WEST, A DISTANCE OF 144.51 FEET; THENCE SOUTH 89'47'15" WEST, A DISTANCE OF 96.08 FEET TO A POINT ON THE EAST LINE OF SANTEE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 00'06'41" EAST, ALONG SAID EAST LINE, A DISTANCE OF 187.34 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID SANTEE ESTATES; THENCE NORTH 89'47'15" EAST, ALONG A LINE 25.00 FEET SOUTH AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$) A DISTANCE OF 399.01 FEET TO A POINT ON THE EAST LINE OF THE WEST 532 FEET OF SAID NORTHWEST ONE-QUARTER (N.W. $\frac{1}{4}$), OF THE SOUTHEAST ONE-QUARTER (S.E. $\frac{1}{4}$), OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$), SAID LINE BEING COINCIDENT WITH THE WEST LINE OF SAID HYSTAN SUBDIVISION; THENCE SOUTH 00'06'41" WEST, ALONG SAID WEST LINE, A DISTANCE OF 281.60 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID HYSTAN SUBDIVISION; THENCE NORTH 89'43'44" EAST, ALONG THE SOUTH LINE OF SAID LOT 3 AND ITS EASTERLY EXTENT/ON A DISTANCE OF 105.96 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF N.E. 5th AVENUE; THENCE SOUTH 00'04'49" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 52.74 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 6.319 ACRES (275,256 SQUARE FEET) MORE OR LESS.

Attachment B

Attachment B
Table I
Brownfield Site Rehabilitation Schedule

Type of Report or Activity	PRSR Action or Submittal Time Frames	Department Review or Comment Time frames
Notice of Initiation of Emergency Response Action or Interim Source Removal Action per Rule 62-780.500, F.A.C.	Within 24 hours of initiation of the action.	No comment required.
Interim Source Removal Proposal	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (see Rule 62-780.500).	Within 30 days of receipt.
Interim Source Removal Status Report	Within 60 days of completion of source removal activities and every 60 days thereafter or when the field activity is terminated, whichever occurs first.	No comment required.
Interim Source Removal Report	Within 60 days of completion of interim source removal activities.	Within 60 days of receipt.
Site Rehabilitation Plan (SRP) or Combined Document; (Optional submittal) (See Rule 62-780.450, F.A.C.)	Optional: SRP submitted within 270 days of executing BSRA. May include multiple tasks.	Within 60 days of receipt.
Site Assessment Report (SAR)	SAR submitted within 270 days of executing BSRA.	Within 60 days of receipt.
Risk Assessment Report (RAR)	Optional (within 60 days of SAR approval).	Within 90 days of receipt.
No Further Action (NFA) Proposal	When the site meets the criteria for NFA (See Rule 62-780.680, F.A.C.).	Within 60 days of receipt.
Well Survey and Sampling Results pursuant to paragraph 62-780.600(3)(h), F.A.C.	Within 60 days of discovery of contamination beyond the property boundaries	Within 60 days of receipt.
Natural Attenuation Monitoring (NAM) Plan	When the site meets the criteria for NAM (Rule 62-780.690, F.A.C.).	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Report	Within 60 days of sample collection.	No comment required.
Remedial Action Plan (RAP)	Within 90 days of approval of a SAR or RAR.	Within 60 days of receipt.
As-Built Drawings	Within 120 days of initiating operation of the active remediation system.	No comment required.
Initiate Operation of Active Remedial Action	Within 120 days of RAP approval.	No comment required.
Proposals submitted pursuant to subsection 62-780.700(15), F.A.C.	Optional during active remediation	Within 60 days of receipt
Remedial Action Status Report (Monthly or quarterly status reports may be required for submittal - - depending on site conditions and Advisory Committee)	Within 60 days of the anniversary date of initiating operation of active remediation system.	No comment required.

Post Active Remediation Monitoring (PARM) Plan	When the site meets the criteria for NFA (Rule 62-780.680, F.A.C.) or Leveling-Off (subsection 62-780.700(18), F.A.C.)	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Report	Within 60 days of sample collection.	No comment required.
Leveling Off Determination	Within 60 days of sample collection.	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Plan resampling proposal (Rule 62-780.750(4)(e), F.A.C.)	Within 60 days of sample collection.	Within 60 days of receipt.
Site Rehabilitation Completion Report (SRCR)	Within 60 days of the final sampling event. If SRCR not approved then submit modifications, etc. within 60 days of Department's response.	Within 60 days of receipt. If the brownfield site meets the requirements of Chapter 62-780, F.A.C. for the issuance of a SRCO, a SRCO will be issued.
Pilot Study Work Plan	When seeking approval before implementation of a Pilot Study pursuant to Rule 62-780.700(2), F.A.C.	Within 60 days of receipt.
Combined Document (optional submittal)	Submitted within 270 days of discharge or discovery.	Within 60 days of receipt.
Notices for Field Activities (except for Initiation of Emergency Response Action, De Minimis Discharges or Interim Source Removal Action)	Within seven (7) days but not less than 24 hours prior notice to the Department to perform field activity.	No comment required.
Submittal to the Department of addenda, responses, or modification to plans or reports, pursuant to Rule 62-780.790, F.A.C.	Within 60 days of receipt of the Department's response.	Within the same time frame for review of the original submittal.
Submittal of Form and Actual Notice required in subsection 62-780.220(2), F.A.C.	See text of rule for "Initial Notice of Contamination Beyond Property Boundaries" in subsection 62-780.220(2), F.A.C.	No comment required.
Submittal of Actual and Constructive Notice required in subsection 62-780.220(3), F.A.C.	See text of rule for "Subsequent Notice of Contamination Beyond Source Property Boundaries for Establishment of a Temporary Point of Compliance (TPOC)" in subsection 62-780.220(3), F.A.C.	No comment required.
Submittal of proof of Constructive Notice required in subsection 62-780.680(8), F.A.C.	When seeking an SRCO with conditions, the PRSR must provide constructive notice of the Department's intent to approve a no Further Action Proposal with controls.	No comment required.

Attachment C

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM**

1. The City of North Miami, the real property owner (the “Owner”), hereby gives permission to the Miami-Dade County (“MDC”) Department of Regulatory and Economic Resources (the “RER”) and the State of Florida, Department of Environmental Protection (the “Department”) and their agents and subcontractors to enter the Owner’s property identified by Folio Number 06-2219-000-1620, North Miami, Miami-Dade County, FL 33161 (the “Property”), as described in **Attachment A** attached to the Brownfield Site Rehabilitation Agreement (the “BSRA”) for the brownfield site assigned the Brownfield Site Identification Number BF _____, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by MDC or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by MDC, the Department, their agents, representatives or subcontractors:
 - a. Having access to areas where contamination may exist.
 - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by MDC and/or the Department and the like.
 - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, MDC and/or the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned’s successors and assigns for any contamination discovered on the property.
5. MDC, the Department, their agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. MDC and the Department acknowledge and accept their responsibility for damages caused by the acts of their employees acting within the scope of their employment while on the property.
7. MDC and the Department acknowledge and accept any responsibility they may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of their employees acting within the scope of their employment while on the property.

8. In exercising its access privileges, MDC and the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.

By: _____
Signature of Real Property Owner Witness

Aleem A. Ghany, P.E., City Manager
City of North Miami, a Florida municipal
Corporation

Date

Date

Approved as to form and legality:

Regine M. Monestime, City Attorney

Date

Michael A. Etienne, City Clerk

Date

Accepted by MDC by the following authorized agent:

Signature of RER representative

Witness

Date

Date

Attachment D

October 15, 2014

Wilbur Mayorga, M.S., P.E., Chief
Environmental Monitoring & Restoration Division
Miami-Dade County Department of Regulatory and Economic Resources
701 NW 1st Court, 4th Floor
Miami, Florida 33136

Re: Brownfield Site Rehabilitation Agreement for the Property Formerly Occupied by the Rucks Park Wastewater Treatment Plant, Identified by Folio Number 06-2219-000-1620, North Miami, Miami-Dade County, FL 33161 (the "Subject Property")

Dear Mr. Mayorga:

The City of North Miami (the "City") owns the Subject Property, which was formerly occupied by the Rucks Park Wastewater Treatment Plant and is currently vacant and underutilized. In an effort to spark environmental rehabilitation and increase redevelopment, the City hereby notifies the Miami-Dade County Department of Regulatory and Economic Resources of its intent to enter into a Brownfield Site Rehabilitation Agreement at the Subject Property. The City further advises that it intends to redevelop the Subject Property for uses that are consistent with all of its land development regulations, which may include conservation, recreational, healthcare, and/or residential uses. To that end, the City has coordinated with its Community Planning and Development Department regarding the proposed redevelopment of the Subject Property and has confirmed that the proposed redevelopment is consistent with the City's Comprehensive Plan.

If further information is needed, please do not hesitate to contact me at (305) 895-9826 or tsejour@northmiamifl.gov.

Sincerely,

Tanya Wilson-Sejour, AICP, Planning Manager

/tws

cc: Michael R. Goldstein, Esq., Environmental Counsel

Attachment E



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

CONTRACTOR CERTIFICATION FORM Brownfields Redevelopment Program

Contractor Name Kimley-Horn and Associates, Inc. Date: October 15, 2014

Contractor Address: 1221 Brickell Avenue, Suite 400, Miami Florida 33131

Contact Name: Brenda Westhorpe, P.E.

Phone No.: (305) 673-2025

Fax No.: _____

Brownfield Site ID #: BF

Contractor Certifies by Checking All Appropriate Boxes:

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. It meets all certification and license requirements imposed by law. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program certification requirements and performs or contracts field-sampling work in accordance with the Standard Operating Procedures for Field Activities pursuant to Chapter 62-160, Florida Administrative Code. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. It complies with all applicable OSHA regulations. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Has the capacity to perform the majority of the site rehabilitation program tasks pursuant to a brownfield site rehabilitation agreement or supervise the performance of such tasks by licensed subcontractors in accordance with Section 489.113(9), F.S. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

The person named below by signing as an "Officer of the Company" hereby certifies to the Florida Department of Environmental Protection (FDEP) that the Contractor named above meets the requirements for contractors participating in the Brownfields Redevelopment Program [Sections 376.80(6) and (7), Florida Statutes (F.S.)]:

Signature of Officer of the Company and Date Signed

David Goldman, P.G.
Print Name of Officer of the Company

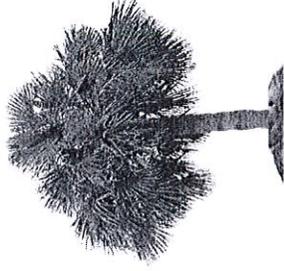
Senior Associate
Title of Officer of the Company

This form will be kept on file by the FDEP District office. Contractors must immediately notify the FDEP (Brownfields District Coordinator) of any change in the above criteria. The FDEP may order a suspension or cessation of work for failure of a contractor to maintain their required certification. Please return this form to the appropriate District Brownfields Coordinator.

{00008171.DOCX. 1 }

11/21/08 Revised BSRA Model

Attachment F



State of Florida
 Department of Health, Bureau of Public Health Laboratories
 This is to certify that

E87605

PACE ANALYTICAL SERVICES, INC. - MN
 1700 ELM STREET, SUITE 200
 MINNEAPOLIS, MN 55414

has complied with Florida Administrative Code 64E-1,
 for the examination of environmental samples in the following categories

DRINKING WATER - DIOXIN DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, NON-POTABLE WATER - EXTRACTABLE ORGANICS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - PESTICIDES-HERBICIDES-PCB'S, NON-POTABLE WATER - VOLATILE ORGANICS, SOLID AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - PESTICIDES-HERBICIDES-PCB'S, SOLID AND CHEMICAL MATERIALS - VOLATILE ORGANICS, BIOLOGICAL TISSUE - EXTRACTABLE ORGANICS, BIOLOGICAL TISSUE - PESTICIDES-HERBICIDES-PCB'S, AIR AND EMISSIONS - EXTRACTABLE ORGANICS, AIR AND EMISSIONS - VOLATILE ORGANICS

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2014 Expiration Date: June 30, 2015



William H. Anderson

William H. Anderson, DHA, FACHE, Director
 Division of Emergency Preparedness and Community Support
 DH Form 1697, 7/04

NON-TRANSFERABLE E87605-27-07/01/2014
 Supersedes all previously issued certificates

Attachment G

**Attachment G
Advisory Committee Members**

City of North Miami Planning Commission

Kevin Seifried, Chair
776 NE 125th Street, North Miami, FL 33161
(305) 893-6511

Current Board Members as of the BSRA Effective Date

Jean Castor

Judor Charles

Kenny Each

Charles Ernst

Jason James

William Prevatel

Attachment H

FORMAT FOR SUBMITTAL OF TECHNICAL DOCUMENTS

1. Two hard copies or one hard copy and an electronic copy of each report or proposal and final reports shall be submitted to the Department or to the delegated local program.
2. In an effort to increase efficiency, responsiveness, and to enhance environmental protection, electronic records are an acceptable media substitute for hard copy and shall be pursued as the first option of choice to arrive at compliance. Where an electronic format exists of the records it shall be used to transmit the data, file, report, document, map, plans, picture, record, or any other object that may be available in an electronic format. Electronic records shall be kept in industry standard non-proprietary formats: TIFF, GIF, JPEG, PDF, or in Microsoft Word, Microsoft Excel, and Microsoft Access not older than one (1) release behind the current.
3. Data requested shall be transmitted using available media such as E-mail, Compact Disc (CD), or File Transfer via an FTP site. Additional formats may be considered at the time of the request.
4. After final approval of each report, an electronic copy and one hard copy shall be submitted within 30 days. The electronic copy shall be submitted on Compact Disc (CD) for archiving purposes.
5. The media shall include a file directory and specify the "naming convention".
 - (a) Final reports (any text files) must be in one of the approved formats.
 - (b) Site maps and surveys shall be in TIFF, JPEG or ".pdf" format.
 - (c) Site-specific GIS data tables shall be in Excel or text (tab delimited) format.
 - (d) The cover of the media shall include the Site Name, Designated Brownfield Area, Date and Type of Report(s).
 - (e) The left inside cover of the media should list all the files located on the media.