Miami River Commission Public Meeting Minutes September 9, 2024

The Miami River Commission's (MRC) public meeting convened at noon, September 9, 2024, in the Downtown Library Auditorium, 101 W Flagler. Sign in sheets are attached.

Miami River Commission (MRC) Policy Committee Members and/or Designees attending:

Horacio Stuart Aguirre, Chairman, Appointed by the Governor

Jim Murley, Vice Chairman, designee for Miami-Dade County Mayor Cava

Eddie Marti Kring, designee for County Commissioner Eileen Higgins

Betty Hermida, designee for City of Miami Commissioner Gabela

Patty Harris, Appointed by the Governor

Theodora Long, designee Neighborhood Representative appointed by Board of County Commissioners

Eileen Broton, Neighborhood Representative Appointed by City of Miami Commission

Richard Murphy, designee for the Neighborhood Representative Appointed by City of Miami Commission

Alvaro Coradin, designee for Sara Babun appointed by Miami-Dade County

Bruce Brown, Miami River Marine Group

William Gonzalez, designee for Miami-Dade State Attorney Katherine Fernandez Rundle

MRC Staff:

Brett Bibeau, Managing Director

I) Chair's Report and Vice Chair's "Voluntary Improvement Plan" (VIP) Update

The Miami River Commission unanimously adopted the July 15 public meeting minutes.

MRC Vice Chairman Murley has graciously served the community his entire life. Jim is a Vietnam Veteran whom served his County in the U.S. Army. Jim was the Secretary of the State of Florida's Department of Community Affairs, and worked for numerous Universities. For the last several years Jim has been Miami-Dade County's Chief Resilience Officer, a critical position for our communities' long-term future. Before you is your cordial invitation to Jim's Miami-Dade County retirement party. Please note although the Miami River Commission/ Miami River Fund Inc has not provided any funding for the retirement party, MRC member John Michael Cornell, Hurricane Cove, Brett and I are more than happy to personally assist the County by co-sponsoring the event.

Thankfully Jim Murley has volunteered for the Miami River Commission since its 1st day in 1998. He enjoys his weekend bike rides along the public Miami River Greenway, and sending pictures to Brett of locations which he helps the MRC improve. It's the MRC's hope and understanding that Jim would like to continue volunteering for the MRC as a retiree, for which the MRC would be most grateful and honored by his continued active participation. The MRC adopted a

Miami River Commission Public Meeting Minutes September 9, 2024

- 2 -

unanimous resolution respectfully recommending Miami-Dade County Mayor Cava maintain Jim Murley as her MRC designee.

MRC Vice Chairman Murley provided his Miami River Voluntary Improvement Plan (VIP) update to the MRC:

The Miami River Commission has been actively assisting the efforts of the City, County, State, and private sector to clean up the Miami River District. The MRC pays professional maintenance companies every day to remove litter, invasive plant species, graffiti and provide landscaping, pressure washing, vacuum truck, and Scavenger Water Decontamination Vessel services along the Miami River. In addition, the MRC thanks the 25 employees from Kiki's on the River for volunteering to pick up garbage along the Miami River in Curtis Park on August 13, and the Handson-Miami volunteers for picking up garbage along the Miami River in Curtis Park on August 25 and in Sewell Park on August 11.

II. Update Regarding 444 Brickell Ave & 77-99 SE 5 ST

Ms. Iris Escarra, Greenberg Traurig, stated in 2015 the MRC recommend approval of the subject Related Group Development located on the Miami River's south shore, west of Brickell Ave, and she was presenting an update. After demolition of the site's previous structure numerous 3,500-year-old artifacts were discovered on the site and saved by professional archeologists. Ms. Escarra presented plans and a PowerPoint highlighting how they would save, honor and educate about the amazing artifacts. The museum quality exhibit will include an indoor portion along the public riverwalk. Ms. Escarra noted this would be one of several historic sites along the public Riverwalk which maybe featured in the proposed larger "Tequesta Trail", for which Archeologist Bob Carr recently submitted a planning grant application to the State of Florida. Ms. Escarra stated the revised public Riverwalk remains consistent with Miami 21 Section 3.11, for example it still features a 16' wide unobstructed "circulation zone", etc. Ms. Escarra offered in the near future to provide these presented commitments "in writing", via a Letter of Intent. Ms. Escarra added they will return to the MRC in the future to present updates to the 2015 approved plans for Phase 11.

The MRC adopted a unanimous motion recommending approval of the updated plans to 444 Brickell Ave & 77-99 SE 5 ST.

III. Miami River / C6 Basin Analysis: Central and South Florida Flood Control Resiliency

Carolina Maran, South Florida Water Management District, and Tim Gysan, U.S. Army Corps of Engineers, presented the Miami River / C6 Basin Analysis: Central and South Florida Flood Control Resiliency. In order to address sea level rise, etc., the SFWMD is planning the following upgrades to their existing Salinity Dam Structure and Forward pump (S-25B and S-26) on the Miami River's western terminus at NW 36 ST:

- "Replacing the remaining three MWI pumps (+ one spare) in FY26 Dry Season
- Installing new Caterpillar C18 500kW generators by May 2025 (3 in each)"

Dr Maran and Mr. Gysan that they are currently planning and will return to the MRC with a presentation regarding:

- 1. Structure Hardening
- 2. Canal Embankments Resiliency
- 3. Canal Widening and Dredging Resiliency
- 4. New Storage Area(s)
- 5. Additional Potential CERP Storage
- 6. Inter Basin Transfer
- 7. Measures at the mouth of the Miami River (Downstream S-26

VII. New Business

The public meeting adjourned.

Miami River Commission

Public Meeting

September 9, 2024 – 12:00 PM

101 W Flagler, Miami FL - Main Library Auditorium

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Lourdes Tsalque	2 self 786	6-597-8067	les is algue a gmar, 1. an
Julio Terda	SFWMD	56183642610000	gmar, l. an
Mitchell N. Fur-	Self/AHC	601-467-6462	Trejeda OSFwmD. goV Fur. M. Echell Danita
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Carlos Diaz	Greenberg Tracting	305-579-0502	diazogylaw.com
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Theodora long	MRC	305-401-45	95
Will Gonzalez	Miami SAO	305-547-010	o William Gonzalen Omiami SAD, Com
PATRICIA HARRIS	MRC		PATTYKAKEGHAR COM
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Miami River Commission

Public Meeting

September 9, 2024 – 12:00 PM

101 W Flagler, Miami FL - Main Library Auditorium

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ROBERT CAIR	ARCHALOLOGICAL & HISTORICAL CONSERVAN	954 7	UEROXEDOPCON 1929776 CIC bellsouth.net
Matthew Comitz	Related Group	mojorunt	Folelates diong. con
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Miami River Commission

Public Meeting

September 9, 2024 – 12:00 PM

101 W Flagler, Miami FL - Main Library Auditorium

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Miami River Commission's Urban Infill and Greenways Subcommittee Public Meeting Minutes September 23, 2024

The Miami River Commission (MRC) Urban Infill and Greenways Subcommittee's public meeting convened September 23, 2024, 10 AM, 1407 NW 7 ST. The attendance sheet is attached.

I. Discussion Regarding Replacing Miami River's Collapsed Unconsolidated Shoreline Located Along NW South River Drive from NW 27 Ave to NW 20 ST with a Seawall, Public Riverwalk, Reconstructed Street Featuring Curb, Gutter, Decorative Lighting, Landscaping, Drainage, etc.

NW South River Drive from 27 Ave to 20 ST proceeds along a portion of the Miami River which has an unconsolidated shoreline, and several large and growing areas where the shoreline is collapsing into the River. When one of several large sink holes previously grew past the street's steel safety barrier, the City of Miami placed temporary plastic barricades around the hole to keep pedestrians and cars from falling into the Miami River. As the shoreline sink hole(s) grew larger over time, the ground under one of the plastic barriers fell into the River, along with the temporary barricade. Now the large sink hole (one of several) is slightly into the actual street's paved asphalt, and erosion has hollowed out under a portion of the street, where there is no longer solid ground beneath a portion of the street's asphalt. School buses etc. drive on this street (which has no sidewalks, no drainage, no curb and gutter, etc.) On March 6, 2023 the MRC adopted a unanimous resolution stating in part, "encouraging the City of Miami to apply for a TAP (FDOT – TPO) grant or seek a State / Federal cost share / earmark to repair the additional 2 adjacent shoreline collapses, while constructing a public Riverwalk and new stretch of the riverfront portion of South River Drive from NW 20 ST to NW 27 Ave, featuring landscaping, decorative lighting, etc."

The eastern most section of the subject collapsed shoreline is around a broken stormwater outfall (owned by FDOT) which drains 27 Ave. FDOT representatives presented construction engineering documents to repair this collapsed area, while planning to reconstruct a small portion of NW South River Drive (still with no sidewalks, no drainage, no curb and gutter, etc.) The FDOT representatives stated the City of Miami indicated they maintain this portion of South River Drive, but do not own it, and the City granted a permit for the planned FDOT repair. The City of Miami clarified that the permit issued for the FDOT collapsed shoreline restoration project was issued for work and Maintenance of Traffic within the City right-of-way (25 feet from Southerly R/W line of the Miami Canal to the south).

Attendees reviewed and discussed several maps and plats previously emailed from the City of Miami, Miami-Dade County, and or SFWMD. For the eastern half of the subject riverfront portion of NW South River Drive (east of the stone bridge over tributary), the City of Miami and Miami-Dade County Representatives stated they believe South River Drive and the shoreline are part of the Miami River ROW, and therefore owned by SFWMD. Armando Vilaboy, SFWMD, provided

numerous titles etc. supporting SFWMD's belief that they only own the water in the subject area, and no land. Mr. Vilaboy indicated if SFWMD is wrong, and the City and County are correct in that SFWMD indeed owns the shoreline and this portion of South River Drive, SFWMD does not own or reconstruct streets therefore would be unable to assist with the needed project, but SFWMD would be willing to provide ownership of the subject area to the City free of charge. Ms. Molina, Miami-Dade County, stated since the City has been maintaining the subject portion of South River Drive, therefore the City could claim ownership from SFWMD. The City clarified that the City only mas maintenance responsibilities within its right of way. Ms. Molina agreed to research the amount of impact fees the County recently collected from the immediate areas 3 large developments which are currently under construction, and if those impact fees maybe used for the subject project. City of Miami Public Works Director Santana indicated he will be discussing these issues in the future with the City Manager.

City of Miami Public Works Director Santana stated the City of Miami owns the western half of the subject riverfront portion of South River Drive (west of the stone bridge over the tributary) in addition to 4 City of Miami owned riverfront folios which are managed by the City of Miami Parks Department. Director Santana suggested the MRC contact City of Miami Assistant City Manager Barbara Hernandez, whom oversees the Parks Department, as they are leading the City's efforts to repair the 2 large and growing collapsed portions of the shoreline in these City owned riverfront folios, and Public Works will coordinate with the Parks Department to include reconstructing this City owned portion of South River Drive in the subject future City of Miami project.

In addition to the TAP (FDOT / TPO) grant opportunity, attendees noted the subject project ("repair the additional 2 adjacent shoreline collapses, while constructing a public Riverwalk and new stretch of the riverfront portion of South River Drive from NW 20 ST to NW 27 Ave, featuring landscaping, decorative lighting, etc.") is a good fit for the large Federal BRICK grant.

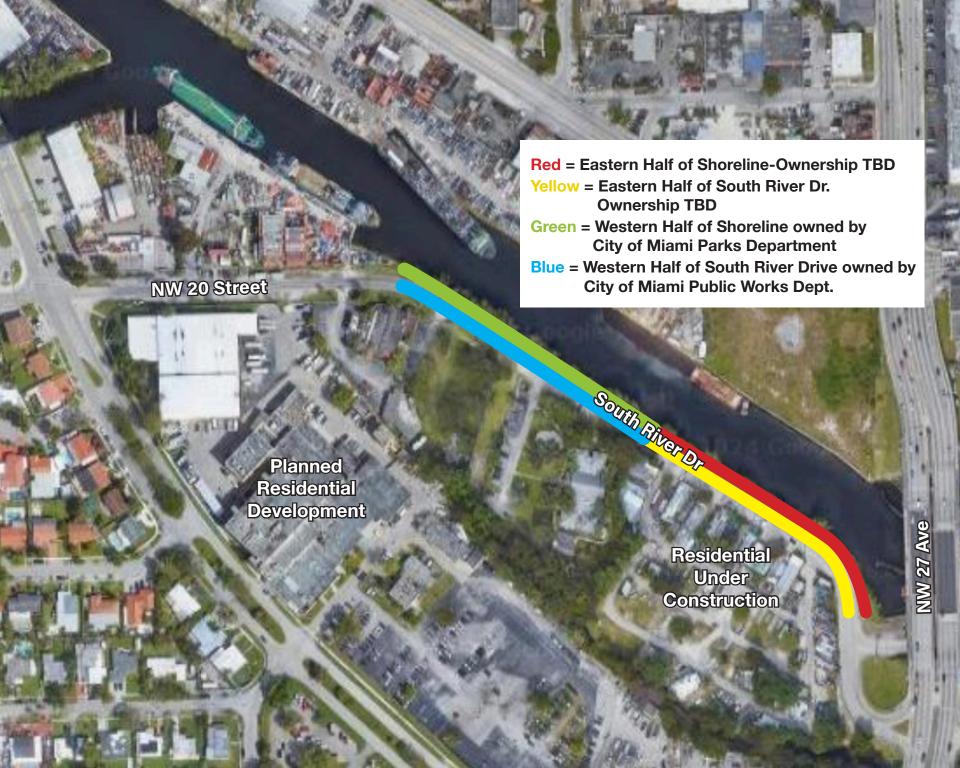
This item will be discussed at the next full Miami River Commission public meeting on October 7, 2024, noon, 101 W Flagler, downtown library auditorium.

The public meeting adjourned.

Miami River Commission's Urban Infill and Greenways Subcommittee Public Meeting

September 23, 2024 – 12:00 PM 1407 NW 7 ST, Miami, FL

Name	Organization	Telephone	Email
Maria Molina	DTPW	3053752863	manio inducco mionii-
Paniel Chamin-Vider	AECOM (FOR FDT)	619-786-0755	dariel, chambi-violen
Kylie Shivers	FDOT	305 - 470 - 5263	edat. state. FL, us Kylle. Shivers@dot. state. A
NAMAN V. POLIDO	F-D8T	11 1264	NATIFAMIR PULIDO ROOT, SAME
JAMES Murkey	MAC	786-719-9157	Source M volce present dolp.
Brett Bibeau	MRC	305 644 0544	gv gv
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Juveral Santana	City		
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Holland & Knight

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Ines Marrero Priegues (305) 789-7776 ines.marrero@hklaw.com

September 24, 20224

Via Electronic Mail (brettbibeau@miamirivercommission.org)

Mr. Brett Bibeau Managing Director Miami River Commission c/o Robert King High 1407 NW 7 Street, Suite D Miami, FL 33125

> Re: 1960 NW 27th Avenue, LLC / Land Use & Zoning Change of 1990 NW 27 Avenue / Request for Presentation to Miami River Commission

Dear Mr. Bibeau,

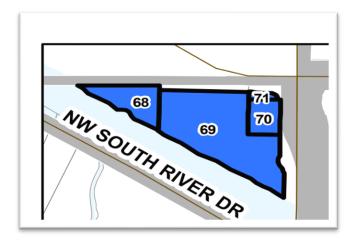
The undersigned represents 1960 NW 27th Avenue, LLC ("Owner" and "Applicant") in connection with a request to change the land use and zoning of a small parcel of land in the City of Miami located at 1990 NW 27th Avenue (the "Property"). The Applicant has filed an application with the City of Miami requesting a change to the Future Land Use Map designation of the Property from Industrial to Restricted Commercial and companion application to rezone the Property from D-1 to T6-12 (the "Application"). The Applicant is requesting the opportunity to present the Application to the Miami River Commission at its next available meeting for its review and recommendation to the Planning Zoning & Appeals Board and the Miami City Commission.

The Property, which is depicted in the aerial below, consists of one parcel of land located immediately west of NW 27 Avenue and south of NW North River Drive. It is identified by tax folio number 01-3133-007-0010. According to the property survey submitted with this application, the Property consists of 2,111 square feet (± 0.048 acres).



Application Property

The Application requests an amendment to the Future Land Use Map ("FLUM") designation of the Property from Light Industrial to Restricted Commercial. The Property, which is specifically identified as Property No. 71 in Appendix PA-1 of the MCNP, is designated as a Category B "Other Working Waterfront Property." (See, Port of Miami River Recreational and Commercial Working Waterfront Properties July 2010).



MCNP Appendix PA-1 Map

As you know, this list was created pursuant to Policy PA-3.1.1 of the MCNP and State Statutes. Policy PA-3.1.1 of the MCNP provides that [t]he City shall maintain a Working Waterfront Table of Properties to guide future development within the Miami River Corridor. The

Table shall clearly depict the location and description of *all properties of recreational and commercial working waterfront uses on the River*, as defined in Ch. 342.07 F.S. (hereinafter referenced as the "Working Waterfront")(emphasis added).

On January 12, 2023, the City Commission adopted Ordinance 12836 and Ordinance 12837, changing the FLUM and Zoning designation of the abutting properties to the south (Property No. 69 and No. 70 in Port of Miami River Recreational and Commercial Working Waterfront Properties map). The FLUM designation was changed to Restricted Commercial and the Zoning was changed to T6-12-O, respectively. The current zoning of the two abutting properties is shown in the GIS map below:



Current Miami 21 Zoning Map

In connection with those approvals, the Commission determined that the Light Industrial designation was no longer appropriate. Among the reasons for that decision, the Commission recognized that, prior to the adoption of Miami 21, the area was zoned Liberal Commercial "C-2" and approved for an affordable multifamily development called Aguaclara.

It would have been logical to include the Property now subject to FLUM/Rezoning with the 2023 FLUM/Rezoning requests. However, the Property was under separate ownership and could not be included in the application. The Owner has since purchased the Property and intends to aggregate it to the abutting T6-12 O lands. Furthermore, development of the Property under D1 is impractical and inconsistent with the abutting T6-12 O transect. The Property does not meet the minimum 5,000 SF size requirement for D1 zoned properties under Miami 21. The Property's designation as a Miami River Recreational and Commercial Waterfront property is now also inconsistent because the Property is not waterfront. Properties designated as a Category "B"

property under Policy PA-3.1.3 "shall maintain a working waterfront use." As a non-waterfront lot, one can only assume that its initial designation assumed that development and uses on this small lot would be a part of/related to the abutting waterfront land. However, that designation is no longer appropriate to this isolated D1 property.

Notwithstanding that the request to rezone and amend the Future Land Use Plan Map designation of the Property is being submitted independently of the two abutting properties to the west and south, the Applicant/Owner reiterates the commitment that if the application property is developed in conjunction with those two properties, any future development of property that includes the waterfront lots will comply with the following:

- Owner shall allow waterfront access to the public from 6:00 AM to 10:00 PM along the river walk to be developed as part of an affordable, workforce or market rate multi-family residential project.
- River walk will be designed in accordance with the Miami 21 Code.
- Owner agrees to comply with all of the Working Waterfront regulations.

Based on the foregoing, we request the opportunity to present the Application to the MRC at its next available meeting for its review. We respectfully look forward to a favorable recommendation of the Application for FLUM/Rezoning change of the property.

Sincerely,

HOLLAND & KNIGHT LLP

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Enclosures

C	AC	IT	RA	C.	T	#	

GENERAL MAINTENANCE DEPARTMENT FUNDED AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND MIAMI RIVER COMMISSION

This Agreement, is made and entered into this	day of	_, 20, by and
between the State of Florida Department of Transportatio	n, a component agency	of the State of
Florida, hereinafter referred to as the 'DEPARTMENT	Γ', and Miami River (Commission, a
municipal corporation of the State of Florida, herei	nafter referred to as	the 'LOCAL
GOVERNMENT'.		

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains State Road 5 (Brickell Avenue) over the Miami River (Bridge 870759), State Road 968 (Flagler Street) over the Miami River (Bridge 870661), State Road 7 (NW 5 Street) over the Miami River (Bridge 870990), State Road 933 (NW 12 Avenue) over the Miami River (Bridge 871005) and State Road 9 (NW 27 Avenue) over the Miami River (Bridge 870730) in the LOCAL GOVERNMENT; and

WHEREAS, the DEPARTMENT, at the LOCAL GOVERNMENT's request, has agreed to compensate the LOCAL GOVERNMENT for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the LOCAL GOVERNMENT recognizes that the State Right-of-Way contains turf and landscape, which requires ongoing maintenance; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 445054-3-78-01, and has agreed to compensate the LOCAL GOVERNMENT for turf and landscape maintenance services as further described in Exhibit "A" – Scope of Services, and in accordance with the provisions of Exhibit "B" – Financial Summary, which exhibits are attached hereto, and incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the LOCAL GOVERNMENT is aware this Agreement will supplement all maintenance requirements between the DEPARTMENT and the LOCAL GOVERNMENT for all previously executed Permits and Agreements; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 339.08(e), 335.055 and 339.12, Florida Statutes (F.S.);

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS AND OBLIGATIONS OF THE PARTIES

- a. The LOCAL GOVERNMENT shall submit this Agreement to its LOCAL GOVERNMENT Council/Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "D" Local Government's Resolution, and is herein incorporated by reference.
- b. The LOCAL GOVERNMENT shall not commence the PROJECT until the effective date of this Agreement, which shall be the date reflected on the written notice to proceed, and the DEPARTMENT shall not compensate the LOCAL GOVERNMENT for any PROJECT work undertaken prior to the effective date of the Notice to Proceed.
- c. The LOCAL GOVERNMENT shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way (the project limits) as described in Exhibit "A".
- d. The LOCAL GOVERNMENT shall be responsible for performing the required maintenance within the project limits with the minimum frequencies stipulated in Exhibit "A".
- e. All mowing, litter pick-up, pressure washing, sodding, herbicide, tree trimming, graffiti removal and painting services shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program", and Index 546 of the latest FDOT Design Standards.
- f. Before the LOCAL GOVERNMENT starts the work, the DEPARTMENT shall be notified, via fax or e-mail. The fax or e-mail shall be sent to the attention of the South Miami-Dade Maintenance Engineer, Brian K. Jimmerson, P.E. at (305)640-7277 or Brian.Jimmerson@dot.state.fl.us.
- g. The LOCAL GOVERNMENT shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT.

- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.
- i. The LOCAL GOVERNMENT shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the LOCAL GOVERNMENT to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- j. This Agreement shall not obligate the DEPARTMENT to pay the LOCAL GOVERNMENT to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the LOCAL GOVERNMENT to maintain any such additional landscaping.
- k. Payments to the LOCAL GOVERNMENT shall be made in accordance with Sections 3 and 5 of this Agreement.

3. FINANCIAL PROVISIONS

- a. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT, up to the maximum participating annual amount of \$38,868.00 for completion of the services described in Exhibit "A" Scope of Services. The method of compensation is included in Exhibit "B" Financial Summary.
- b. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as PROJECT Number 445054-3-78-01, and the quantifiable, measurable, and verifiable units of deliverables, consisting of the performance measures services required to perform the PROJECT Scope of Services described in Exhibit "A". (Section 287.058(1)(d) and (e), F.S.).
- c. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A", accompanied by the duly executed certification document in Exhibit "C", thereby establishing that the Scope of Services described in Exhibit "A" have been completed. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. (Section 287.058 (1)(a), F.S.).

- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT, or performed by the LOCAL GOVERNMENT, and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" Scope of Services was met (see Exhibit "C" General Maintenance DFA Work Certification Document).
- e. There shall be no reimbursement or compensation for travel expenses under this Agreement.
- f. Payment shall be made only after receipt and approval of goods and/or services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT.

The LOCAL GOVERNMENT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term. (Section 287.058(1)(h), F.S.).

The LOCAL GOVERNMENT providing goods and/or services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (Section 215.422(1), F.S.).

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the LOCAL GOVERNMENT. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices that have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice

payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (Section 215.422(3)(b), F.S.).

A Vendor Ombudsman has been established within the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516. (Section 215.422(5) and (7), F.S.).

- g. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT's general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (Section 287.058(4), F.S.).
- h. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts periods for exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

- i. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.).
- j. The LOCAL GOVERNMENT shall:

- Utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and
- ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. (Executive Order Number 2011-02).

The LOCAL GOVERNMENT shall insert the above clause into any contract entered into by the LOCAL GOVERNMENT with vendors or contractors hired by the LOCAL GOVERNMENT for purposes of performing its duties under this Agreement.

4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation

1000 NW 111 Avenue, Room 6205

Miami, Florida 33172-5800

Attention: District Maintenance Engineer

To LOCAL GOVERNMENT: Miami River Commission

1801 SW 13th Avenue Miami, FL 33145 Attention: Brett Bibeau

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

5. INVOICING

a. The LOCAL GOVERNMENT shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include a completed General Maintenance DFA Work Certification Document (Exhibit "C") certifying that the goods and/or services to be completed and paid under this Agreement have been satisfactorily completed and delivered in accordance with the required Scope of Work in Exhibit "A".

- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the LOCAL GOVERNMENT from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the LOCAL GOVERNMENT for the actual work it performs.
 - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the LOCAL GOVERNMENT from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

6. FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** Deliverable(s) must be received and accepted in writing by the Contract Manager on the DEPARTMENT's invoice transmittal forms prior to payment. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within thirty (30) calendar days by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the DEPARTMENT may, at its option, proceed as follows:

- a. The LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement period. (Section 287.058(1)(h), F.S.).
- b. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT: or

c. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the effective date of this Agreement, which shall be the date reflected on the written notice to proceed, and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the LOCAL GOVERNMENT. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory LOCAL GOVERNMENT performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with Section 287.058(1)(c), F.S., the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the LOCAL GOVERNMENT refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the LOCAL GOVERNMENT pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

9. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the LOCAL GOVERNMENT expressed in writing, executed and delivered by each party.

12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

13. MISCELLANEOS

Pursuant to Governor's Executive Order 20-44, if Miami River Commission is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Miami River Commission shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of Miami River Commission executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. Miami River Commission shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to Miami River Commission. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of Miami River Commission receiving Department funding.

14. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the LOCAL GOVERNMENT shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the LOCAL GOVERNMENT's negligent exercise or of its responsibilities as set out in this AGREEMENT, including but not limited to, any negligent act, negligent action, negligence or omission by the LOCAL GOVERNMENT, its officers, agents, employees or representatives in the performance of this AGREEMENT, whether direct or indirect, except that neither the LOCAL GOVERNMENT nor any of its officers, agents, employees or representatives will be liable

under this provision for damages arising out of injury or damages caused or resulting from the negligence of the DEPARTMENT.

The LOCAL GOVERNMENT's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the LOCAL GOVERNMENT's receipt of the DEPARTMENT's notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 4 of this AGREEMENT. The DEPARTMENT's failure to notify the LOCAL GOVERNMENT of a claim shall not release the LOCAL GOVERNMENT of the above duty to defend and indemnify the DEPARTMENT.

The LOCAL GOVERNMENT shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The LOCAL GOVERNMENT's evaluation of liability or its inability to evaluate liability shall not excuse the LOCAL GOVERNMENT's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the DEPARTMENT was negligent shall excuse performance of this provision by the LOCAL GOVERNMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

MIAMI RIVER COMMISSION:	OF TRANSPORTATION:		
BY: LOCAL GOVERNMENT MANAGER	BY:		
ATTEST:(SEAL) LOCAL GOVERNMENT CLERK	ATTEST:(SEAL) EXECUTIVE SECRETARY		
LEGAL REVIEW:			
LOCAL GOVERNMENT ATTORNEY	DISTRICT CHIEF COUNSEL		

Exhibit "A" Scope of Services

Maintenance Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall be responsible for mowing, litter pick-up, pressure washing, sodding, herbicide, tree trimming, graffiti removal and painting services within the DEPARTMENT's right of way on the State Roads below in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the LOCAL GOVERNMENT shall maintain all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time.

State Road No.	Street Name	Bridge No.	From - To
5	Brickell Avenue	870759	
968	Flagler Street	870661	Green and purple
7	NW 5 Street	870990	shaded areas shown in the plan sheets in
933	NW 12 Avenue	871005	Exhibit "E".
9	NW 27 Avenue	870730	

For each of the following work activities, the LOCAL GOVERNMENT shall be responsible for performing these minimum frequencies:

- Litter Pickup eighteen (18) times per year
- Mowing, including Edging and Weed Control eighteen (18) times per year
- Landscape Maintenance/Tree Trimming twelve (12) times per year

The LOCAL GOVERNMENT shall perform a minimum of two cycles per quarter for each of the work activities described above.

The LOCAL GOVERNMENT's maintenance obligations shall include but not be limited to:

a. Mowing, cutting and/or trimming and edging the grass and turf.

- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the DEPARTMENT'S right-of-way.
- c. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.
- d. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in a healthy and vigorous growing condition.
- e. Paying for all water use and all costs associated therewith.
- f. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- i. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (h).
- j. Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT's right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

FDOT Financial Project Number: 445054-3-78-01

County: Miami-Dade

FDOT Project Manager:

Brian K. Jimmerson, P.E. - (305) 640-7277 or Brian.Jimmerson@dot.state.fl.us

LOCAL GOVERNMENT Project Manager:

Brett Bibeau, Managing Director - (305) 987-4446 or BrettBibeau@miamirivercommission.org

Exhibit "B" Financial Summary

Financial Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall submit invoices to the DEPARTMENT as described in Section 5 of this Agreement for the work described in Exhibit "A". The following are the maximum participating compensation amounts the DEPARTMENT will make annually for each of these work activities:

• Litter Pickup: \$3,000.00

• Mowing, including Edging and Weed Control: \$3,000.00

• Landscape/Tree Trimming: \$15,000.00

• Non-Routine Maintenance Functions: \$20,000.00

TOTAL ANNUAL PROJECT AMOUNT ELIGIBLE FOR COMPENSATION BY THE DEPARTMENT: \$41,000.00.

The LOCAL GOVERNMENT may choose to exceed the required minimum maintenance frequencies for each of the work activities described above at no additional cost to the DEPARTMENT.

Exhibit "C"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

GENERAL MAINTENANCE DEPARTMENT FUNDED AGREEMENT

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MUNICIPALIT <u>Y:</u>					INVOICE#:
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Location / SR	Litter Pickup	Mowing (edging/s		Landscape/Tree Trimming	Maintenance Func
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Comments / Remarks:					
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Date:			Date:		
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Exhibit "D" LOCAL GOVERNMENT's Resolution

To be herein incorporated once approved by the LOCAL GOVERNMENT Council/Commission.

Miami River Commission's Stormwater Subcommittee Public Meeting Minutes September 4, 2024

The Miami River Commission (MRC) Stormwater Subcommittee's public meeting convened September 4, 2024, 10 AM, 1407 NW 7 ST. The attendance sheet is attached.

I. "Miami River Basin Water Quality Improvement Plan" Agency Quarterly Implementation Progress Reports – Ms. Juliet Ruggiero, Miami Dade County's Department of Environmental Resource Management's (DERM) provided a report covering April – June 2024. The most alarming water quality violation was detected at Wagner Creek testing station WC03 in June had enterococci Bacteria of 703 (cfu/100ml) when the safe water quality standard is only 130 (cfu/100ml).

MRC Managing Director Brett Bibeau thanked the Miami Dade County Water and Sewer Department (WASD) for providing their "Wagner Creek Canal Assessment". The assessment states WASD conducted dye tests at the majority of sanitary sewer lines crossing Wagner Creek, and did not detect any leaks.

MRC Director Bibeau cited an August 30, 2024 Memo from Mayor Cava to 6 of the County's Department Directors stating in part, "Subject" Prioritization of Biscayne Bay Restoration Efforts". The Miami River and its tributaries are part of the Biscayne Bay Aquatic Preserve.

- II. Discussion Regarding 169 NW South River Drive Attendees discussed the City of Miami owned crushed stormwater outfall, located beneath the County owned 169 NW South River Drive. The County riverfront parcel is a sanitary sewer easement where a sewer line tunnels beneath the Miami River to the sewage pump station on the opposite side of the River.
- III. Discussion Regarding Collapsing Shoreline Along South River Drive West of 27 Ave MRC Director Bibeau thanked Armando Vilaboy, South Florida Water Management District, for emailing numerous files re ownership of the subject area. Representatives from the City of Miami Public Works and Parks Departments, Miami-Dade County Public Works and the South Florida Water Management District previously participated in a site visit to the subject site. The MRC recommends a public Riverwalk featuring a new seawall in the subject area. MRC Urban Infill and Greenways Subcommittee Chairman asked for this item to be on his September public meeting agenda.
- IV. Discussion Regarding Collapsing Shoreline Along Wagner Creek South of NW 20 ST MRC Director Bibeau thanked the City of Miami's Resilience and Public Works Department for joining him for a site visit and commencing design of this future improvement project which will include shoreline stabilization and a public promenade featuring landscaping and decorative lighting.

V. Discussion Regarding Collapsing Shoreline at NW North River Drive and NW 25 Ave MRC Managing Director Bibeau reported the City owned shoreline at NW North River Drive and NW 25 Ave around a City owned stormwater outfall is collapsing into the Miami River.

VI. Update Regarding FDEP's "Miami River Basin Stormwater Management" Grant Award - MRC Director Bibeau thanked FDEP for awarding the MRC's submitted application for \$500,000 in grant funding from the State's FY 23-24's \$20 million for improving water quality in the Biscayne Bay Aquatic Preserve, by increasing frequency of vacuum truck services in stormwater manholes along the Miami River, landside garbage pickups, and landscaping i.e. removal invasive plant species along the Miami River. The stormwater system was identified as a source of pollution in the County's recent helpful Miami River Water Quality Assessment, which was reviewed during a previous MRC Stormwater Subcommittee public virtual workshop. In 2023 the MRC removed estimated 4,680 cubic yards of garbage (30 cubic yard dumpster filled three times per week) from the Miami River Basin.

VII. New Business

The next quarterly public MRC Stormwater Subcommittee meeting is scheduled December 4, 2024.

The public meeting adjourned.

Miami River Commission Stormwater Subcommittee Public Meeting

September 4, 2024 – 10 AM 1407 NW 7 ST – Miami, FL 33125

Name	Organization	Telephone	Email
Brett Bibeau	MRC	1	brettbibeau@
Patty Harris	11	Miamiri	ivercommission, org
Patty Harris Anita Stine	FDEP		
Juliet Russiero	MDC	215 285 30	20 Juliet. (V55:co) @ Mamidade . gov