

RESOLUTION No. 23-99

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE WETLAND MITIGATION CREDIT SALES AGREEMENT WITH BLUEFIELD RANCH MITIGATION BANK TRUST ("BRMB"), BLUEFIELD RANCH ENVIRONMENTAL MITIGATION BANK, LLC AND MITBANK USA, INC. (COLLECTIVELY THE "SELLER"), WHICH IS A MITIGATION BANK WITH FORESTED AND HERBACEOUS WETLAND MITIGATION CREDITS ACCEPTABLE TO SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) AND AVAILABLE FOR SALE TO THE CITY PURSUANT TO SELLER'S SFWMD PERMIT #56-00002-M; AUTHORIZING THE CITY MANAGER TO PROCESS THE PAYMENT OF \$178,750.00 IN WETLAND MITIGATION CREDITS ASSOCIATED WITH THE DESIGN AND PERMITTING PHASE OF THE NW 66 STREET / NW 102 AVENUE / NW 99 AVENUE WIDENING PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the vacant parcel referenced by Folio No. 35-3017-001-0660 is located at the southeast corner of the NW 102nd Avenue and NW 66th Street intersection; and

WHEREAS, the parcel was recently purchased by Miami-Dade County ("County") Department of Solid Waste Management and currently the County does not have plans to develop the parcel; and

WHEREAS, during recent years, the City constructed NW 66th Street from NW 97th Avenue to NW 102nd Avenue, and NW 102nd Avenue from NW 66th Street to NW 74th Street, providing much needed interconnection in the region; and

WHEREAS, Lennar (the "Developer") also completed the right-of-way improvements along NW 66th Street between NW 107th Avenue and NW 102nd Avenue (Lennar Development), and the developments south of the vacant parcel along NW

102nd Avenue are in the process of completing the right-of-way improvements along NW 102nd Avenue and improving the eastern half of the right-of-way; and

WHEREAS, as part of the ongoing development of the parcel located at the southwest corner of the NW 97th Avenue and NW 66th Street intersection, the Developer is required to construct the eastern half of the missing portion on NW 99th Avenue south of NW 66th Street, and the southern half of NW 66th Street between NW 99th Avenue and NW 97th Avenue, to provide a full right-of-way according to the typical section of the area; and

WHEREAS, the Public Works Department (“PWD”) approached the County to request the dedication of the right-of-way from their recently purchased parcel with the intent to improve the corridors adjacent and around the vacant parcel and provide a full right-of-way roadway according to the typical sections of the area, and the County’s Solid Waste Department agreed to dedicate the remaining 35 feet of Right-of-Way to the City; and

WHEREAS, in order to provide a complete infrastructure and roadway network along these corridors and design the needed improvements, the PWD requested a proposal from Kimley-Horn for the provision of consultant services for the design and permitting of the roadway improvements, and Work Order No. 1 for Kimley-Horn was approved by the Mayor and the City Councilmembers via Resolution No. 21-100; and

WHEREAS, the widening and construction of the improvements will impact existing wetlands that require mitigation; and

WHEREAS, as part of the design and permitting process the South Florida Water Management District (“SFWMD”) has imposed a requirement on the City, as a condition to granting the City its permit, that certain mitigation efforts must be undertaken with respect to impacted wetlands and that mitigation credits may be purchased from Bluefield Ranch Mitigation Bank Trust (“BRMB”), Bluefield Ranch Environmental Mitigation Bank, LLC and MitBank USA, Inc. (collectively Seller), to satisfy the wetland mitigation requirements of that permit; and

WHEREAS, the Seller is a mitigation bank with forested and herbaceous wetland mitigation credits acceptable to SFWMD and available for sale to the City pursuant to Seller's SFWMD Permit # 56-00002-M; and

WHEREAS, the Seller has been notified by the City's consultant that the City expects a SFWMD requirement of sixty-five hundredths of one (0.65) Seller herbaceous state wetland mitigation credit pursuant to its SFWMD Environmental Resource Permit Application; and

WHEREAS, the total cost associated with the wetland mitigation credit is \$178,750.00; and

WHEREAS, City staff respectfully requests authorization from the Mayor and City Councilmembers for the City Manager to execute the Wetland Mitigation Credit Sales Agreement with Sellers, which collectively is a mitigation bank with forested and herbaceous wetland mitigation credits acceptable to SFWMD and available for sale to the City pursuant to Seller's SFWMD Permit # 56-00002-M, and pay the required

\$178,750.00 in wetland mitigation credits as per the Agreement, which is in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the payment is a requirement of the South Florida Water Management District Environmental Resource Permit (ERP); and

WHEREAS, funding for this request is available in the current Fiscal Year Public Works Transportation Fund "Improvement Street" Account, Account No. 101.8000500.500633.

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

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

Section 2. Approval. The Wetland Mitigation Credit Sales Agreement in the amount of \$178,750.00 is hereby approved in substantially the form attached hereto as Exhibit "A".

Section 3. Authorization. The City Manager is authorized to execute Agreement and expend the aforementioned budgeted funds on behalf of the City in furtherance hereof.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption.

The motion was seconded by Councilmember Porras and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of June, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”

Wetlands Mitigation Credit Sales Agreement

This Agreement is between Bluefield Ranch Mitigation Bank Trust (“BRMB”), Bluefield Ranch Environmental Mitigation Bank, LLC and MitBank USA, Inc., (collectively “Seller”) and City of Doral, Florida (“Buyer”).

WHEREAS, Buyer is engaged in a project known as NW 66th Street Roadway Improvements in Miami-Dade County, Florida; and

WHEREAS, as part of the permitting process, the South Florida Water Management District (“SFWMD”) has imposed or will impose a requirement on Buyer, as a condition to granting Buyer its permit, that certain mitigation efforts be undertaken with respect to impacted wetlands and that mitigation credits may be purchased from Seller to satisfy the wetland mitigation requirements of that permit; and

WHEREAS, Seller has been notified by Buyer’s consultant that Buyer expects a SFWMD requirement of sixty-five hundredths of one (0.65) Seller herbaceous state wetland mitigation credit will be required of Buyer pursuant to its SFWMD Environmental Resource Permit Application; and

WHEREAS, Seller is a mitigation bank with forested and herbaceous wetland mitigation credits acceptable to SFWMD and available for sale to Buyer pursuant to Seller’s SFWMD Permit # 56-00002-M, and

NOW, THEREFORE, in consideration of the mutual covenants herein and good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is agreed that:

1. Seller hereby will sell to Buyer and Buyer will purchase from Seller sixty-five hundredths of one (0.65) Seller herbaceous state wetland mitigation credit applicable to the Buyer’s SFWMD Application for Buyer’s exclusive use only at the above-mentioned project, under the terms and conditions contained herein.
2. Buyer shall execute this Agreement, shall return it to BRMB no later than Friday, May 26, 2023, and shall pay a total of one hundred seventy-eight thousand seven hundred fifty dollars (\$178,750) to BRMB, as follows:
 - a). A non-refundable deposit of thirty-five thousand seven hundred fifty dollars (\$35,750) on or before Friday, June 30, 2023; plus
 - b). One hundred forty-three thousand dollars (\$143,000) on the earlier to occur of (1) 30 days after issuance of the SFWMD Permit on the project or (2) Friday, August 25, 2023.
3. Upon receipt by BRMB of this Agreement, fully executed by Buyer, Seller shall notify SFWMD that Buyer has reserved sixty-five hundredths of one (0.65) Seller herbaceous state wetland mitigation credit.

When Buyer has complied fully with Paragraph 2 above, Seller will notify SFWMD that Buyer has completed its purchase of sixty-five hundredths of one (0.65) Seller herbaceous state wetland mitigation credit and that such fractional credit should be removed from Seller’s state credit ledger and permanently associated with Buyer’s state Permit.

4. If Buyer does not comply with Paragraph 2 above, Seller's offer to sell credits to Buyer is withdrawn and Seller is under no further obligation to Buyer.
5. If Buyer complies with all the terms of this Agreement, the purchased credits shall be conveyed by Seller to Buyer free and clear of any and all liens, encumbrances and restrictions on or to Buyer.
6. Buyer shall not sell or otherwise transfer the credits without the written consent of Seller.
7. Buyer is responsible for, and will pay, any applicable state sales tax, documentary stamps or other costs or taxes associated with the transfer of these credits under laws now in effect or later enacted which would apply to this transaction. Seller is responsible for its own income taxes, if any, associated with this transaction.
8. Seller may assign this contract to any person or entity to whom or to which Seller transfers its State Permit and/or its Federal Permit. Any such transferee will inherit all of Seller's rights and obligations under this agreement.
9. If any suit or action shall be instituted to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and reasonable attorneys' fees and costs incurred in any trial, post judgement or appellate proceedings. Venue for any such action shall be in St. Lucie County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement below:

SELLER

Bluefield Ranch Mitigation Bank Trust
Bluefield Ranch Environmental Mitigation Bank, LLC
MitBank USA, Inc.



David McIntosh, Authorized agent
May 5, 2023

BUYER

City of Doral, Florida

Authorized agent signature

Authorized agent printed name

Date