

Sanchez, Rodzandra (COE)

From: Diaz-Greco, Gilma M. (COE)
Sent: Thursday, August 10, 2017 3:05 PM
To: Sanchez, Rodzandra (COE)
Subject: FW: INQ 17-195 Jose Infante, Applicant for Project Advisory Group (PAG) on South Corridor Rapid Transit Project, MDC Dept. of Transportation and Public Works (Voting Conflict, County Advisory Board)
Attachments: Ethics Opinion.pdf; ATT00001.htm; Lease Agreement MDTA.pdf; So. Corridor Rapid Transit Project.pdf

INQ 17-196 Infante

From: Centorino, Joseph (COE)
Sent: Thursday, August 10, 2017 1:22 PM
To: 'Jose Infante' <redlandmarketvillageinc@yahoo.com>
Cc: 'Charesse Chester' <cchester@creativisionmedia.com>; Bian, Jie (DTPW) <Jie.Bian@miamidade.gov>; Cejas, Monica (DTPW) <Monica.Cejas@miamidade.gov>; Baez, Froilan I. (DTPW) <Froilan.Baez@miamidade.gov>; Sanchez, Gerald (CAO) <Gerald.Sanchez@miamidade.gov>; Kirtley, Eddie (CAO) <Eddie.Kirtley@miamidade.gov>; Turay, Radia (COE) <Radia.Turay@miamidade.gov>; Perez, Martha D. (COE) <Martha.Perez2@miamidade.gov>; Diaz-Greco, Gilma M. (COE) <Gilma.Diaz-Greco@miamidade.gov>
Subject: INQ 17-195 Jose Infante, Applicant for Project Advisory Group (PAG) on South Corridor Rapid Transit Project, MDC Dept. of Transportation and Public Works (Voting Conflict, County Advisory Board)

Dear Mr. Infante:

You requested an opinion regarding whether you would be able to participate as a member of the Project Advisory Group (PAG), that is being formed by the Miami-Dade County Department of Transportation and Public Works (“the Department”) as part of its Public Involvement Plan to provide public participation in the decision-making process related to the South Corridor Rapid Transit Project. This project will extend the existing Metrorail line toward the southern end of Miami-Dade County. You have requested the opinion from the Ethics Commission staff as a result of a suggestion made by the project consultant, Charesse Chester. The request is made in light of your apparent special interest in the project as the owner of a parcel of land near one of the possible station sites planned for the project. This parcel is presently leased by you to the County and utilized by the County for public parking.

I have conferred with Ms. Chester, the project consultant, as well as the MDC Transportation Department’s project manager, Jie Bian, regarding this matter. It has been related to me that the PAG is a concept that has been utilized from time to time by public agencies as a means of soliciting input from a broad spectrum of the public concerning a particular project of significance to the community. It is one of a number of ways in which the public will be able to be heard in connection the decisions that will be made on the project. The PAG is being formed by the Department on its own initiative. It is not the subject of a County Ordinance or Resolution mandating its formation. The PAG will consist of 20 individuals selected by the Department to represent various points of view from interested members of the public. The PAG has no official decision-making authority and will not be taking any votes in connection with the making of any recommendations by the group to the decision-makers on the project. The PAG will be convened to allow its members to voice opinions and provide input to decision-makers, not acting as a group, but rather as a gathering of individuals whose opinions are being solicited by the Department.

Based upon the description of the PAG I have received, I do not believe that it can be considered as a County advisory board or agency, whose members would be subject the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance pursuant to Section 2-11.1(b)(4). Inasmuch as there will be no votes taken by its members, there is no voting

conflict to consider under Section 2-11.1(v) of the Code. Moreover, the other conflict of interest provisions of the Code would not, in my opinion, apply to the members of this board, who are not in the position of exercising any official authority or influence as a body. I perceive this group as being akin to a "focus group," a group of citizens convened for the purpose of receiving input from persons whose opinions are desired in order to gauge overall public opinion on a matter of public concern. Further, it is not established as a standing committee by the County pursuant to County Ordinance or Resolution, but rather only by a County department for the purpose of providing public input on a single project. It will not, in any sense, act as a collective body in making recommendations to governmental decision-makers based upon a recorded vote of its members. Additionally, usual conflict of interest concerns raised in connection with governmental decision-making bodies are not involved with the PAG because it is meant to include interested individuals, including persons who own residences, businesses or property in the immediate area, whose interests could be specially affected by the project.

It would be appropriate, in my opinion, for all of the individuals selected for the PAG to disclose any and all personal interests they may have in connection with the project. The fact of an individual's having a personal or financial stake in the outcome of the project should not, by itself, disqualify anyone from participating where such interests are publicly disclosed. However, the Department retains the discretion over which individuals to appoint to this project in order to insure that it receives balanced input from its members, and it may, on its own accord, decide against including certain individuals in order to avoid any appearance that its decisions have been subject to inappropriate influences.

Sincerely,
Joe Centorino

Joseph M. Centorino

Executive Director and General Counsel
Miami-Dade Commission on Ethics and Public Trust
19 W. Flagler Street, Suite 820
Miami, FL 33130
Tel: (305) 579-2594
Fax: (305) 579-0273
ethics.miamidade.gov



From: Jose Infante [<mailto:redlandmarketvillageinc@yahoo.com>]
Sent: Wednesday, July 05, 2017 3:44 PM
To: Centorino, Joseph (COE) <Joseph.Centorino@miamidade.gov>; Redland Market Village <redlandmarketvillage@yahoo.com>
Subject: Fwd: Ethics opinion. Rapid transit.

Sent from my iPhone

Begin forwarded message:

From: Jose Infante <redlandmarketvillageinc@yahoo.com>
Date: July 5, 2017 at 3:23:19 PM EDT
To: "Miami-Dade County Ethics And Public Trust :: Joseph M. Centorino"
<Joseph.Centorino@miamidade.gov>
Subject: Fwd: Ethics opinion. Rapid transit.

Sent from my iPhone

Begin forwarded message:

From: Jose Infante <redlandmarketvillageinc@yahoo.com>
Date: July 5, 2017 at 3:03:22 PM EDT
To: Redland Market Village <redlandmarketvillage@yahoo.com>
Subject: Fwd: Ethics opinion. Rapid transit.

Dear Joseph, this is Jose Rene Infante. Please review and please call me if additional information is needed. 7865546602. Best to you Jose Rene

Sent from my iPhone

Begin forwarded message:

From: redland Market Village
<redlandmarketvillage@yahoo.com>
Date: July 5, 2017 at 2:52:56 PM EDT
To: Jose Infante <redlandmarketvillageinc@yahoo.com>
Subject: Ethics opinion. Rapid transit.
Reply-To: redland Market Village
<redlandmarketvillage@yahoo.com>

Redland Market Village, Inc.
24420 South Dixie Hwy
Princeton, FL 33032
(305) 257-4335 Office
(305) 258-3923 Fax

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into on the 30th day of February, 2003, by and between Bargain Town, Inc., hereinafter called the "LANDLORD", and Miami-Dade County, a political subdivision of the State of Florida, hereinafter called the "COUNTY".

WITNESSETH:

That the LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to the COUNTY the premises located at the northwest corner of SW 244th Street and South Dixie Highway and further described in Exhibit I.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF DEMISED PREMISES

The Demised Premises shall be used exclusively as a Park and Ride facility for Miami-Dade Transit (MDT). Notwithstanding the foregoing, the COUNTY may use the Demised Premises for any lawful purpose which does not otherwise conflict with this Lease, and which does not operate in direct competition with the business conducted on the adjoining parcel owned by the LANDLORD. LANDLORD grants COUNTY exclusive rights to demised premises seven days per week. No rights to light or air over any part of the property are granted to COUNTY.

ARTICLE II
TERM

The term of this Agreement shall commence on the Commencement Date and shall continue in full force for a period of fifteen (15) years, unless sooner terminated as herein provided. The Commencement Date shall be the first day after all of the following conditions are met:

1. Ten (10) days after approval of the Board of County Commissioners unless vetoed by the Mayor
2. Approval by the Federal Transit Administration (FTA)
3. Approval by the Florida Department of Transportation (FDOT)
4. Approval by County agency or agencies with appropriate jurisdiction with regard to use of demised premises as a park & ride, and issuance of Certificate of Occupancy

In the event that all of the above conditions do not occur by April 15, 2003, then either party may terminate this agreement without any further obligation to the other.

ARTICLE III RENT

The payment of rent shall commence on the Commencement Date as defined in Article II. No rent shall be due, or shall accrue, until the Commencement Date.

The consideration for this Lease Agreement shall be the sum of exactly \$13,855.00 annually which shall be payable in 12 equal monthly installments payable by COUNTY to the LANDLORD the first day of every month at 24420 South Dixie Highway, Miami, Florida 33120, or at such other place and to such other person as the LANDLORD may from time to time designate in writing. Within 30 days of lease commencement, COUNTY will make a lump sum payment of \$202,500 in prepaid rent. This prepaid rent credit will be applied toward monthly rent due, until 100% of the lump sum payment has been credited toward rent.

ARTICLE IV CONSUMER PRICE INDEX ADJUSTMENT

An economic price adjustment will be calculated on the fifth anniversary of the Commencement Date of the Lease and on each subsequent anniversary. The yearly adjustment will be equal to the annual percentage increase in the Consumer Price Index published by the Department of Labor for the following categories: United States, All Urban Consumers, All Items, and shall not exceed 3%. The base of the index computation of the increase, if any, shall be the fourth anniversary of the month in which this Agreement commences. If no publication is made for this month, the base shall be the last preceding month for which publication is made. The index for the same month shall be compared annually to determine the percentage increase and the resulting percentage shall be applied to the monthly rent to be paid for the ensuing year. LANDLORD shall advise COUNTY of any increase in the monthly rent resulting from such computation and COUNTY shall pay LANDLORD the amount of such increase retroactively to the effective date thereof. If the Index is discontinued or replaced, or if the items incorporated in the Index are revised, a mutually agreed upon formula will be used to make an annual adjustment which reflects any decline in the purchasing power of the monthly rent called for in this Lease. If no agreement is reached on the formula to be used in making this adjustment, then either the LANDLORD or COUNTY may terminate the Lease without penalty.

ARTICLE V ASSIGNMENT

The COUNTY shall not assign, transfer, mortgage, pledge or dispose of this Lease or the term hereof, without the written consent of the LANDLORD first obtained in each case. LANDLORD may assign his interest in this Lease.

ARTICLE VI
CONSTRUCTION AND ALTERATIONS

LANDLORD shall complete the improvements described in Exhibit 2 hereto as specified therein, within 120 days of Miami-Dade County issuing a building permit. The total cost of the improvements to be made under this agreement will be \$202,500.

ARTICLE VII
SIGNS

The COUNTY may erect such signs as necessary to designate the parking area. All signs be removed by COUNTY at termination of this Lease and any damage or unsightly condition caused the Demised Premises because of or due to said signs shall be satisfactorily corrected or repaired by the COUNTY.

ARTICLE VIII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to COUNTY and mailed or delivered to the Director's office, Miami-Dade Transit, 111 NW 1st Street, Suite 910, Miami, Florida 33128, shall constitute sufficient notice to the COUNTY and written notice addressed to LANDLORD and mailed or delivered to the address of the LANDLORD or its agents at Bargain Town, Inc., c/o Alan M. Sandler, Esq., 117 Aragon Avenue, Coral Gables, Florida 33134, shall constitute sufficient notice to the LANDLORD, to comply with the terms of this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by Law.

ARTICLE IX
INDEMNIFICATION AND HOLD HARMLESS

COUNTY does hereby agree to indemnify and hold harmless LANDLORD to the extent and within the limitations of Section 768.28., Fla. Stat., subject to the provisions of that Statute whereby COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of COUNTY. However, nothing herein shall be deemed to indemnify LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of LANDLORD or any unrelated third party.

ARTICLE X
INSURANCE

LANDLORD may take out a separate insurance policy to cover the demised premises and shall name Miami-Dade County as additional insured. COUNTY will reimburse

LANDLORD for cost of this insurance. This payment will be made on a reimbursement basis separate from rent, within thirty (30) days of receipt of proof of payment of insurance premium. It is estimated that the cost of this insurance will not exceed \$2,000 per year. Alternatively, COUNTY, at its own discretion, may purchase a \$1,000,000 general liability policy and name LANDLORD as additional insured.

ARTICLE XI
CANCELLATION

COUNTY may terminate this agreement without cause at any time. LANDLORD may terminate this Agreement without cause only after ten (10) years from commencement date, by giving ninety (90) days advance written notice to COUNTY. COUNTY or LANDLORD shall have no liability for terminating said agreement.

ARTICLE XII
OPTION TO RENEW

Provided this Lease is not otherwise in default, this Agreement will be automatically renewed for two (2) additional five (5) year periods, unless it is canceled in accordance with Article X. All terms and conditions applicable to original lease period shall apply to the renewal period(s).

ARTICLE XIII
MAINTENANCE

COUNTY shall be responsible for routine maintenance of the facility. COUNTY and LANDLORD, by mutual consent, may choose to have maintenance services provided by LANDLORD. In the event that LANDLORD provides maintenance services, COUNTY shall reimburse LANDLORD for actual cost of maintenance services plus a five percent (5%) management fee.

ARTICLE XIV
UTILITIES

COUNTY shall be responsible for separately metered utility fees on demised premises.

ARTICLE XV
SECURITY

COUNTY is solely responsible for determining the extent of security, and for providing said security, if any. Upon mutual agreement, COUNTY and LANDLORD may agree that LANDLORD will provide security to demised premises and shall be reimbursed for the cost of said services.

ARTICLE XVI
HAZARDOUS WASTE OR CONTAMINATION

The LANDLORD shall provide written proof that the Demised Premises is free and clear of any and all hazardous waste or contamination as defined by the Environmental Protection Agency (EPA) before the commencement of this Agreement.

If COUNTY's use of the Demised Premises activities result in the introduction of hazardous materials or contamination of the soil or ground water, then COUNTY agrees (i) to notify LANDLORD immediately of any contamination, claim of contamination or damage, (ii) after consultation and approval of LANDLORD, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold LANDLORD harmless from and against any claim, suits, causes of action, costs and fees, including attorney's fees, arising from or connected with any such contamination or damage. This provision shall survive termination of this lease.

ARTICLE XVII PROPERTY TAXES

COUNTY shall, upon receipt of proof of payment by LANDLORD, reimburse LANDLORD for the prorated portion of property taxes (November amount) based on square footage of demised premises, land value only, within the parent parcel.

ARTICLE XVIII PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Lease, LANDLORD agrees that COUNTY shall and may peaceably have, hold and enjoy the premises above described without hindrance or molestation by LANDLORD. At the expiration of this Lease, the COUNTY shall, without demand, quietly and peacefully deliver up possession of the Demised Premises in as good condition as they are now, except for normal wear and damage by the elements.

ARTICLE XIX LAWSUIT COSTS

In the event that a lawsuit is brought to enforce or interpret all or any portion of this Lease, the prevailing party in such suit shall be entitled to recover, in addition to any other relief available to such party, reasonable costs incurred.

ARTICLE XX WRITTEN AGREEMENT

This Lease contains the entire Agreement between the parties hereto and all previous negotiation leading thereto and it may be modified only by an agreement in writing signed and sealed by LANDLORD and COUNTY.

IN WITNESS WHEREOF, the LANDLORD and COUNTY have caused the Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

WITNESS:

BARGAIN TOWN, INC.

BY: *[Signature]*

BY: *[Signature]*
Secretary



ATTEST:

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

HARVEY RUVIN, CLERK

BY: *[Signature]*
Deputy Clerk

BY: *[Signature]*
County Manager

Approved by County Attorney as to
Form and legal sufficiency. *[Signature]*

*Ethics opinion Rapid Transit.
Corridor Study Group.*

Subject: South Corridor Rapid Transit Project
From: Charesse Chester (cchester@creativisionmedia.com)
To: redlandmarketvillage@yahoo.com;
Date: Friday, June 23, 2017 9:01 AM

our T.O.D.

Rene,

Thank you for taking the time to discuss the Department of Transportation and Public Works South Corridor Rapid Transit Project -Project Advisory Group (PAG). The PAG, a diverse group of residents and business owners and other stakeholders, is organized to provide the public another opportunity to participate in the transportation planning process.

As discussed, we appreciate your offer, as a property owner near the Transitway, to obtain an Miami-Dade County Commission on Ethics opinion regarding your service on the PAG.

The first PAG meeting will be held in mid-to-late September 2017. I remain available to answer any questions you may have regarding this process.

Again, thank you.

Charesse Chester
Chief Creative Officer
Creativision MEDIA
9999 NE 2 Avenue, Suite 215 A
Miami, Florida 33138
Direct: 786-586-3944
Office: 305-944-7564
SBE & DBE Certified
www.creativisionmedia.com

**MIAMI DADE
COUNTY**

Miami-Dade County

**Department of Transportation and
Public Works**

**SOUTH CORRIDOR RAPID TRANSIT PROJECT
PUBLIC INVOLVEMENT PLAN**

June 2017

www.miamismartplan.com

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1.0 Introduction

Miami-Dade County's future transportation mobility depends on the growth and expansion of mass transit. The Strategic Miami Area Rapid Transit, or SMART Plan, identifies six Rapid Transit Corridors to advance transportation options in Miami-Dade County. In collaboration with the Miami-Dade Transportation Planning Organization (MDTPO), Citizens' Independent Transportation Trust (CITT), and Florida Department of Transportation (FDOT), the Miami-Dade County Department of Transportation and Public Works (DTPW) is conducting a South Corridor Rapid Transit Project that will evaluate the implementation of rapid transit service on one of the six corridors, the South Corridor, which is the South Dade Transitway (Transitway) from SW 344th Street on the south to the Dadeland South Metrorail station on the north. Public input is an integral part of this project process.

A public involvement program will be carried out by DTPW to inform the public, provide an opportunity to inform the public about the project and communicate their suggestions and concerns. The public involvement program guides outreach to stakeholders, including elected officials, government agencies, business owners, and residents.

This Public Involvement Plan (PIP) identifies the tasks to be carried out to fulfill DTPW's requirements for community involvement and agency coordination throughout the duration of the South Corridor Rapid Transit Project. The plan describes outreach throughout the course of the project and was prepared in compliance with the FDOT Public Involvement Handbook.

DTPW is committed to actively engaging the community, businesses, and other project stakeholders in an ongoing and open dialogue about ideas, comments, and concerns relating to the Transitway. The project team has identified the project stakeholders with a possible interest in this project to include: elected officials and public agency representatives, property owners and businesses within the project limits; motorists and transit passengers; park, school, and community organizations. The project team also recognizes that the community at-large also has an interest in the project.

2.0 Project Description and Background

Project Description

The Transitway passes through Florida City and Homestead, and borders the Town of Cutler Bay, Village of Palmetto Bay and Village of Pinecrest. Neighborhoods within unincorporated Miami-Dade County and in close proximity to the Transitway include: Leisure City, Redlands, Naranja, Princeton, Goulds, South Miami Heights, Perrine, Richmond Heights, Howard, The Falls, and Continental Park.

The Transitway runs in a southwest to northeast direction and falls within a 100-foot right-of-way. The South Dade Greenway is also contained within this right-of-way. The South Dade Greenway is an at-grade, 10-foot wide, pedestrian/bicycle path that generally runs adjacent and parallel to the west side of the Transitway. Additionally, the Transitway contains nine low-level bridges that carry the Transitway and greenway over nine drainage canals for the South Florida Water Management District (SFWMD).

Additional characteristics of the Transitway include:

- A two-lane undivided controlled access roadway primarily with a median buffer, paved shoulders

- and roadside drainage swales;
- 45 signalized intersecting crossstreets;

EXHIBIT 1: PROJECT LOCATION MAP

