



City of Miami Marked Agenda

City Hall
3500 Pan American Drive
Miami, FL 33133
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SEOPW and OMNI Community Redevelopment Agencies

Michelle Spence-Jones, Chair
Marc David Sarnoff, Vice Chair
Angel González, Commissioner
Joe Sanchez, Commissioner
Tomas Regalado, Commissioner

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Thursday, April 10, 2008

2:00 PM

City of Miami City Hall
3500 Pan American Drive
Miami, FL

Minutes are transcribed verbatim. Periodically, agenda items are revisited during a meeting. "[Later...]" refers to discussions that were interrupted and later continued.

On the 10th day of April 2008, the Board of Directors of the Community Redevelopment Agency (CRA) for the Southeast Overtown/Park West and Omni Districts of the City of Miami met in regular session at City Hall, 3500 Pan American Drive, Miami, Florida. The meeting was called to order by Chair Michelle Spence-Jones at 5:56 p.m. and was adjourned at 7:09 p.m.

ALSO PRESENT:

James H. Villacorta, Interim Executive Director, CRA
Clarence Woods, Assistant Executive Director, CRA
Julie O. Bru, General Counsel, CRA
Gail A. Dotson, Assistant General Counsel, CRA
William R. Bloom, Special Counsel, CRA
Priscilla A. Thompson, Clerk of the Board
Pamela E. Burns, Assistant Clerk of the Board

ORDER OF THE DAY

1. 08-00197 CRA RESOLUTION

A JOINT RESOLUTION OF THE BOARDS OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST AND OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCIES ("CRAS"), WITH ATTACHMENTS, APPROVING AND ADOPTING THE CRAS' AMENDED TAX INCREMENT FUND AND GENERAL OPERATING BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2007 AND ENDING SEPTEMBER 30, 2008; DIRECTING THE EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF THE AMENDED BUDGETS TO THE CITY OF MIAMI AND MIAMI-DADE COUNTY.

Cover Memo.pdf, Backup.pdf, Legislation.pdf, cover memo.pdf

CRA-R-08-0015

MOVED: Joe Sanchez

SECONDED: Marc David Sarnoff

Motion that this matter be ADOPTED PASSED by the following vote.

AYES: Vice Chair Sarnoff and Commissioner Sanchez

NOES: Commissioner Regalado

ABSENT: Commissioner González and Chair Spence-Jones

PRESENT: Commissioner González, Commissioner Sanchez, Commissioner Regalado, Chair Spence-Jones and Vice Chair Sarnoff

Commissioner Sanchez: Madam Clerk, now we move to the CRA (Community Redevelopment Agency) meeting.

Chair Spence-Jones: Yes, Mr. Chairman. First of all, I'd like to officially call the CRA meeting to order of April 10, and basically there's one particular item that we just needed to address; it's amending the tax increment fund. Is my CRA director around?

James H. Villacorta (Interim Executive Director, Community Redevelopment Agency): Yes.

Chair Spence-Jones: Hopefully, all the board members have been briefed on this issue. Last -- in our last CRA meeting, there was an issue that came up regarding a payment that needed to be made to the PAC (Performing Arts Center). Over the last two years in our budget, I believe we've made a payment in the amount of \$1.4 million or so, and the additional payment has been increased, and I know that there were some concerns around it, and our executive director has brought some of those things to our attention, but I would like for him to at least make sure we're all on the same page before we move ahead. Jim, can you give us an update as to where we are on this issue?

Mr. Villacorta: Before you is a joint resolution of the Boards of Commissioners of the Southeast Overtown/Park West and Omni Redevelopment District Community Redevelopment Agencies approving and adopting the CRA's amended tax increment fund and general operating budgets for the fiscal year commencing 2000 -- October 1, 2007 and ending September 30, 2008, and directing the director to transmit the copies of the amended budgets to the City and Miami-Dade County. As you are aware, we prepare our budgets in accordance with a resolution of the Board by July 30 every year. At that time, the actual TIF (Tax Increment Fund) amounts to be received are not known, so we are estimating them, and we come back to you in March of every year to amend them. This March, in addition, we had the global agreement signed on New Year's Eve and a binding baseball agreement entered into on March 3. As a result of that global agreement and the amendment to the Omni interlocal agreement, the payment to the PAC was increased, and that is an item in the budget, so it reflects the actual TIF amounts received -- each CRA receives slightly more TIF than was expected. It also reflects the drawdown in construction spending, which was a little slower, so our carryover funds were a little larger than expected. We estimate very conservatively, expecting those funds to be drawn down. That's the affect of those budgets -- affect the TIF received, (UNINTELLIGIBLE) --

Commissioner González: I do have a question.

Mr. Villacorta: -- and the payment.

Chair Spence-Jones: Sure.

Commissioner González: What are we doing here? Are we giving the Performing Arts the money that we're supposed to give them in order for them to release the money for the stadium?

Chair Spence-Jones: No.

Mr. Villacorta: The interlocal agreement required an increased payment --

Commissioner Regalado: Yes.

Mr. Villacorta: -- to the PAC.

Commissioner González: Yeah, because --

Commissioner Regalado: Yes.

Commissioner González: -- we're going to get --

Commissioner Regalado: Yes.

Commissioner González: -- money for the stadium.

Commissioner Regalado: That's the (UNINTELLIGIBLE).

Commissioner González: And let me tell you what my problem is with that. First of all, I'm not sure that we're going to have a stadium, so why should I be approving giving money to the County for them to use at the Performing Arts when I don't even know if I'm going to have a stadium and I'm going to get the money from the County? That's first place. Second place, we are going through real rough times in reference to the arguments between our police department and our fire department and the County police department and the County fire department. And I don't have to tell you that I'm going to be supporting our police and our fire. Third, I understand that an article came out in the Herald this morning where the County police expressed that they're going to join forces with Norman Braman on suing the City. So under those three circumstances, I got to tell you that my vote is no to transfer any money to the Performing Arts. Maybe that will help the County reconsider their positions.

Chair Spence-Jones: Thank you, Commissioner González. Any other comments?

Commissioner Regalado: It's --

Chair Spence-Jones: Commissioner Regalado, you're recognized.

Commissioner Regalado: Thank you, Madam Chair. Madam City Attorney, is the CRA a department of the City?

Gail A. Dotson (Assistant General Counsel): No, it is not.

Commissioner Regalado: Is the anti-deficiency ordinance says agencies are department or departments only?

Ms. Dotson: What the pertinent part of the anti-deficiency ordinance states is specifically that it applies to the City Manager, the City Attorney, City Clerk, Mayors [sic], Commissioners, and executive directors of agencies, authorities, trusts, boards, or commissions funded in whole or in part by the City, and the CRAs are sponsored in whole or in part by the City of Miami, and that's who the anti-deficiency act applies to.

Commissioner Regalado: Okay. But shouldn't we fixing first the redevelopment agreement of 1996 instead of going by this route because the redevelopment plan says 1.4, and this is what the CRA has been given. And the fact that there was an interlocal doesn't mean that the redevelopment plan allows that; it has not been changed. So is it your advice to also change the redevelopment plan?

Ms. Dotson: Commissioner Regalado, we have looked at that particular issue, and it is our opinion that the 1.4 million limitation statement that is in that 1997 addendum to the Omni interlocal agreement does not impact the Omni CRA amendment to provide the increase to the Performing Arts Center. So, basically, what I am saying to you is that the redevelopment -- Omni Redevelopment Plan does not and did not have to be amended in order to make that payment. We've looked at it. We've looked at it with special counsel, outside special counsel, as well as the County Attorney's Office, and we're all in agreement on that particular issue. And if I may just go a little bit further, I just want to, you know, just make sure that, you know, on the record this is a special meeting and because it's a special

meeting, it is limited to the item that is before you, and the item that is before you is to approve the amendment of the CRA's budget.

Commissioner Regalado: I understand that, but you cannot tell me that this is not relevant to what we're doing, the question about if we should or we shouldn't change the redevelopment plan. I -- do you think it's a relevant question?

Ms. Dotson: Well, the issue that is before you is the approval --

Commissioner Regalado: No. I understand that, but --

Ms. Dotson: -- and that is what I think is relevant.

Commissioner Regalado: -- do you -- as counsel to the CRA, do you think that we should know all the facts, knowing that a "yes" vote will trigger the disbursement of \$5 million from the CRA tax base in the Omni -- by the way, taxpayers' money, property tax -- to the Performing Arts. Just this vote will give the green light to send \$5 million to the Performing Arts Center to diffuse the construction bonds. Now my question to you as counsel is, within the state statutes, are we safe, are we legally safe that by sending a check of \$5 million to a building that is already built, that is not blighted, we are following the state statutes on CRAs use of money?

Ms. Dotson: Okay. What I can say is that there is a legally binding obligation for the Omni CRA to remit the payment, the increased payment to the Performing Arts Center. That is what I can say. It is a legally binding obligation. In terms of actually making the payment, that is more of an administrative or a financial fiduciary matter, but it is a legally binding agreement that that payment must be made, so that is what I'm saying.

Commissioner Regalado: Okay. And the last question I have is Commissioner González mentioned something that is in the mind of everyone. Actually, I think he's right. Just by reading the media and by reading that at least three County Commissioner [sic] are saying we are going to change our vote on the stadium since the County -- but that's a County Commission issue, and they have to vote in the next two or three weeks. Now the question is, if CRA were to send the \$5 million, if the stadium deal collapse, knowing that the interlocal specifically says that the money from the CRA Omni area will be used to diffuse the bonds of the Performing Art [sic], so the Tourist Development that is being used for those bonds now will be going to the stadium; exactly what Commissioner González said. And that is written. I mean, nobody can say that it's not because it's written in the agreement; I have it here. So you can tell me, as legal counsel, that if the stadium deal were to collapse in the next four weeks, we will get that money back if Jim sends the check tomorrow?

Commissioner González: Once they have it in their pocket --

Commissioner Regalado: Once they have --

Commissioner González: -- it's gone.

Commissioner Regalado: -- it in they pocket --

Commissioner González: It's gone.

Commissioner Regalado: Do you -- can you tell them that we have the legal mechanism to get that money back if the stadium deal collapses? And this is not we're legally binding because of the (UNINTELLIGIBLE), you know, whatever, but if the stadium deal were to collapse in the County -- I'm not talking about the City -- are we getting that money back?

Julie O. Bru (General Counsel): No, Commissioner, because that is -- no. The payment -- the increase in the payment of TIF funds by the CRA to Miami-Dade County at this point is completely independent of and not dependent on and not based on anything that happens with baseball. Baseball now has a life of its own. We have a independent, free-standing obligation, as expressed in the amendment to the interlocal to make that payment for a

purpose that is authorized under state law. We're paying to help out the PAC, which is the catalytic project in the Omni CRA area. Baseball or no baseball, the payment now exists independently. The language that you referred to in the global agreement is just purely a gratuitous kind of expression of intent at the time that the parties were negotiating for something, but now the obligations have been memorialized in independent contracts.

Commissioner Regalado: So they're going to keep the money.

Commissioner González: Oh, yeah.

Ms. Bru: Yes.

Commissioner Regalado: And we're going to keep sending them up to \$25 million a year to diffuse the bonds regardless of if there is a stadium or if there is a tunnel; is that correct?

Ms. Bru: That is a correct interpretation of what the parties have memorialized in subsequent contracts.

Chair Spence-Jones: Thank you, Commissioner Regalado. Commissioner Sarnoff, Sanchez, you have any comments in closing?

Commissioner Sanchez: No, no.

Chair Spence-Jones: You have a com --

Commissioner Sanchez: All right.

Chair Spence-Jones: -- Commissioner Sarnoff?

Vice Chair Sarnoff: I'm just trying to think. So it is the City Attorney's position that it was the mere execution of the baseball agreement that triggered the additional TIF money?

Ms. Bru: That is plain and unambiguously the way that it has been expressed in the agreement.

Vice Chair Sarnoff: And all amendments to the agreement are in place, whether it was the '96 or '97 interlocal agreement? Are all -- they've all been amended as a result of our action taken in December of '07?

Ms. Bru: The CRA interlocal agreement between the City, the County, and the district has only been amended once, and that is the December 13 amendment, the first amendment. There are other separate -- the redevelopment plan is a whole different set of documents that were adopted.

Vice Chair Sarnoff: But what you're saying is all legal impediments towards payment have been cleared, and now there's a legal obligation to pay.

Ms. Bru: Correct. All conditions subsequent that were expressed in the December 13 agreement have been met.

Vice Chair Sarnoff: All conditions precedent to payment.

Ms. Bru: Well, they're expressed in the agreement as a condition subsequent 'cause it was a condition subsequent to the interlocal agreement that has been commonly referred to as the global agreement.

Vice Chair Sarnoff: Can I just see the agreement? Do you have it there?

Chair Spence-Jones: You have a copy of the agreement?

Ms. Bru: I have it in the back. I can get it for you.

Vice Chair Sarnoff: You're -- but you're saying, Madam City -- I don't care if you -- I'll talk. You're saying it's a condition subsequent that we're paying upon?

Chair Spence-Jones: Madam City Attorney Gail -- okay.

Ms. Dotson: Commissioner Sarnoff, we will wait until we get the agreement in terms of to tell you what the -- what it says specifically.

Chair Spence-Jones: While they're looking up that, do you want to --? You have any other -- you have anything -- other things you want to add, Commissioner Sarnoff or Sanchez?

Commissioner Sanchez: Well --

Chair Spence-Jones: I don't know how long it's going to take her to --

Commissioner Sanchez: No. It's going to be very brief. I'm a bit concerned. This is a binding agreement. All conditions have been met.

Ms. Bru: Okay. It's paragraph ten of the agreement that has been commonly known as the global agreement, and it says, "Condition subsequent. The County, the City, and the Florida Marlins agree that the funding commitments to the PAC, as set forth in this agreement and in the first amendment to the Omni CRA interlocal and the new Orange Bowl as contemplated herein, shall be void unless a binding agreement for the baseball project is executed containing the following provisions," and then it lists four provisions. The agreement has been executed. Whether or not those provisions that are listed in the agreement come to a fruition, whether we agree to the management agreement, whether there's no more than 6,000 parking (UNINTELLIGIBLE), all those things, it doesn't matter whether they come true or not. What mattered was that the baseball agreement was executed.

Vice Chair Sarnoff: Well, that's why I asked you the question whether it was a condition precedent or it's a condition subsequent. What -- 'cause you've kind of, I think, just --

Ms. Bru: Well, the agreement calls it a condition subsequent. That's how it's called in the agreement.

Vice Chair Sarnoff: Can I just see it?

Ms. Bru: You don't believe me, do you?

Vice Chair Sarnoff: Well, I think we're -- I think it's a big distinction on that.

Ms. Bru: Well, no, but it's referred to by the (INAUDIBLE).

Commissioner Regalado: But I thought the interlocal agreement was a local act and the redevelopment was a statewide state statute that governs the redevelopment agencies throughout the state of Florida, which all -- usually, state law, also federal law and state law overpowers the local act, so that's why I was asking whether or not the redevelopment plan, which is what the State mandates, needed to be revised because the interlocal is a -- just a local act; it has never been approved by the State. And the state statute is what governs the redevelopment agencies. That was my question.

Vice Chair Sarnoff: Where is it set forth in the agreement the exact amount?

Ms. Bru: It's in the attachment.

Vice Chair Sarnoff: The attachment?

Ms. Bru: (UNINTELLIGIBLE) first amendment.

Commissioner Sanchez: It goes from 1.4 million fixed rate to a new rate that stands at 5.3 million. That's with -- that's the language on the agreement.

Chair Spence-Jones: Commissioner Sanchez, do you have anything you want to add while he's looking that up?

Commissioner Sanchez: You know, once again, I want to just put on the record that our attorney tells us -- and after reviewing it, it is a binding agreement, and I'm very concerned with the message that we're sending that we are breaking binding agreements. I mean, you know, it's -- we're going to get not only a bad reputation, we're also going to get sued of backing away from agreements, and this Commission, as [sic] long with the CRA, has already agreed to this. It is -- the language is there. We agreed to it. We have an obligation, a binding obligation, so I'm a bit concerned of us not moving forward. We realize that the global agreement has a lot of parts, and this is part of that -- a part of that global agreement. And, once again, I'm seeing that this Commission is, in many ways, uncertain in many things, and you know, we should have voted no on this since the beginning. Now in a binding agreement for us to say, well, you know, we're not going to do it, I just think it sends the wrong message of a government that's unstable, a government that's not prepared to act, and really, we're going to end up being sued. No matter what, we're going to be getting sued, but here we're going to end up being sued by more parties than the ones that are already suing us, so I'm a bit concerned. And I am -- you know, based on this, I'm -- when it's all said and done, I'm going to prepare and make a motion to move this, and if it -- voted down, fine, but I have -- we have a binding obligation, a contractual obligation to pay that money.

Chair Spence-Jones: Commissioner Sanchez --

Commissioner Regalado: Can I --

Chair Spence-Jones: You want to --?

Commissioner Regalado: -- say to --?

Chair Spence-Jones: I just want to make sure -- Commissioner Sarnoff, have you -- is there anything else you want to --?

Vice Chair Sarnoff: No. I mean, I'm satisfied. I read the agreement. I think it says exactly what Julie says it says, and I strongly suspect we have a binding obligation as well.

Chair Spence-Jones: Okay.

Vice Chair Sarnoff: I don't see any conditions that haven't been satisfied.

Commissioner Sanchez: So I would --

Chair Spence-Jones: Okay.

Commissioner Sanchez: -- make a motion.

Chair Spence-Jones: Well, Commissioner Regalado -- before you make the motion, Commissioner Regalado had a comment.

Chair Sanchez: I don't think that it's about binding obligations or -- I think it's about information to the people that are in the frontline and need to vote 'cause there's only five persons in the City of Miami that vote; nobody else does. And because we didn't get the right information, we have to revote something that we vote already, and we have to do this -- and later on, we will probably have to call an emergency meeting or a regular meeting to amend the redevelopment plan. This is -- this kind of very unusual circumstances is what has brought the legal cases about this whole global agreement. Had this been transparent and the way that you suggested, Madam City Attorney, it wouldn't be any legal cases. The judge -- or any judge would have dismiss it. The reason that there are legal cases and the judges refuse to dismiss is that something wrong happened at the time of the decision-making process, and it's not about saying, oh, we don't want to vote now what we vote yesterday. It's that this Commission has been burn already. You know, the people

that are embarrass are the members of the Commission, not me. I'm the naysayer, like they said, but I feel for the Commission. I think that, you know, in the eyes of the public opinion -- and that's why the County Commission, on the record, said yesterday that they will change their votes on the other agreements that had to with the -- because of the lack of information and the arrogance and the rush to do things. So it's -- this is not about changing the mind. It's just -- it's about asking for real, legal advice, and real truth information about the vote and the consequences. And that's -- that is my whole concern. I think, you know, I did you guys a favor when I walk out of that meeting because, as a result of that, we are doing this to remedy whatever needed to be done to send that money, and I think that you did us a favor, the Commission, as a whole, by suggesting that we should revote the whole global agreement, so, you know, it's very uncomfortable to be sitting here making decisions without the right information and without knowing the consequences. And that's all, Madam Chair, I have to say.

Chair Spence-Jones: Commissioner González, and then I'll do my closing comments, and then we'll take it to a vote.

Commissioner González: Let me tell you -- so either we build the stadium or we don't build the stadium, we will have to continue to pay the County; is that what you mean?

Ms. Bru: That's what the parties have agreed to in the first amendment to the interlocal agreement.

Commissioner González: Okay. Let me tell you. It's very disappointing -- to me, it's very disappointing because I'm not an attorney. Commissioner Sarnoff is an attorney, but it's very disappointing -- and I'll tell you, this is going to be the last time that I'm going to be put in this position because I don't like anybody taking advantage of me. That really pisses me off, okay? That really pisses me off. When I see somebody trying to take advantage of me -- and I consider that the County is taking advantage of the City and will continue to take advantage of the City for I don't know how long, and I don't blame the County, okay. Shame on us that our Legal Department didn't per -- you know, look to the future and look to the possibility of something like this happening, and recommended to us that we support this agreement. So shame in [sic] us. In this case, I will say shame on me, that I allowed them to convince me that this was a good deal for the City of Miami, that it was something that we should have support and we supported it. But let me tell you, believe me, this is the last time. I don't make a mistake twice. I make them once. From now on, it's going to be very hard to get my vote in many things here in the City of Miami.

Chair Spence-Jones: Okay. So everyone has made their comments. I just want to say something in closing before we take it to a vote. First of all, I do want to at least commend Commissioner Regalado, in the last CRA meeting, for taking a stand on the issue. As a matter of fact, without him taking a stand on the issue -- he is exactly right -- we would not have discovered the anti-deficiency issue that was attached to this whole -- us making a payment. And I also want to commend the staff at the CRA for catching it because, at the end of the day, we would have been in a situation where we would have voted on something and created an even bigger problem. And at the end of the day, the buck would ultimately stop with the chairperson for not, you know, focusing on that issue. I do want to also acknowledge the City attorneys, both of them, for working along with us to get through the issue to make sure that whatever we presented made sense. I do have to say this -- and you know, the whole global agreement -- when we start talking about this issue of the global agreement, we all sitting up here on the dais know that when this item came up, it was as if they were throwing in everything from the kitchen -- including the kitchen sink on this item, and a lot of this, not one of us had the opportunity to really, really digest the issue of the global agreement. Now, I do understand that in my briefing with the City Attorney, it was communicated to me that, Commissioner, at this point, it's almost like crying over spilled milk. We've -- we're already into a binding agreement, and we have to make a decision to -- we have to pay based upon us signing off on an agreement. Now, today, I'm hearing, which is kind of disappointing because it seems as though the County -- and we all agreed on this overall global agreement -- turned around and as a part of it, if they decide not to do the baseball stadium, we had not put in this particular agreement some sort of clause stating that if the baseball stadium does not happen, then the, you know, additional monies would not apply to this overall agreement. I'm not really

understanding who was working on the agreement that did not see that as an issue that we not put a clause in there stating that if this agreement did not happen from a baseball perspective, you know, that we would be responsible for paying that amount of money. We can all say this -- and I think it's all really important. You know, the CRAs have -- for a very long time, people have complained about the CRAs and them not doing anything, nothing not happening, and for the first time, things are actually happening in the CRAs, and it's becoming almost like the cash cow to bail everybody out of their problems when, at one time or the other, you couldn't keep them out of the newspaper for something negative. Now, it's extremely difficult for me to operate in good faith. I'm going to tell you why. Because the day that we sat here and voted on this issue, and I went down, you know, with fire on my tail regarding the issue of making sure that the County -- including the Mayor, as he stepped up to the podium, including the City Manager -- County Manager, as he stepped up to the podium and they made these promises on key redevelopment projects that we were trying to have happen in the Overtown area -- and I understood one of them had a lot of controversy and a lot of issues, and I supported that one not being involved. But right here during that meeting, it was stated or promised, when it got over to the County Commission's chamber, that that would be considered as a part of the overall agreement. All of a sudden, it gets pulled out, and it's still pulled out. And what happens for me in Overtown six months later? Still no development taking place. So it's very difficult for me, as the chairperson of the CRA, to support an item like this when the County really hasn't lived up to what they said they were going to do sitting here -- standing -- all of us -- this chamber was full. The Mayor and the County Manager said that they were going to do certain things. So then my question becomes, why is it when we make a statement about things that we feel are important to include in an agreement, you know, and we have to abide by it, but when it gets over into the County, it becomes a whole nother animal? Now, Commissioner González made an excellent point, you know, when we talked about the FOP (Fraternal Order of Police) and, you know, the police situation, you know, and us not being able to come to an agreement. Once again, we got to swallow another big, huge pill that the County's giving us and it's wrong. So, I mean -- you know, originally, I understood how important it was, you know, to support them getting the payment because of, you know, the legal or the binding agreement regarding the issue of what we already signed off on. But at the same time, sometimes you've got to be able to just stand up. You've got to be able to tell people, look, okay. We've operated in good faith from day one on this issue when we haven't -- none of us -- I know none of us had the opportunity to really explore the global agreement in a way that we would have liked to explore it. 'Cause I'm sure Commissioner González and Commissioner Regalado would have looked at this issue of the police issue and made sure that those things are in there. And now, it's coming to us now saying, okay -- so we have to vote on this because we have an agreement on it, because our City Attorney -- I don't know who it was -- decided not to have a clause in there stating if the baseball stadium does not happen, then everything reverts back. So then that -- the question becomes for me, then why should we be made responsible for a mistake that the City Attorney's Office made? So I just want to say this -- and you know -- and I know I'm probably making some people very angry at this point, at the end of the day, only people that I have to really be concerned about is the constituents that voted me in office. So, at the end of the day, I know that my constituents would prefer for me to stand up on this position because, at the end of the day, the \$5.4 million that we're giving to the PAC -- and I support the arts. Everyone knows I love the arts, but none of that is going back into the community. Not one time in this agreement, when our City attorneys were negotiating or the attorneys were negotiating it, did anyone state, well, can we have -- just like Commissioner Sarnoff said with the Women's Club, when we were going to give them \$4 million. Okay, yeah. We're going to give you the \$4 million, but then at the same time, can I have eight days that we do some events for the neighborhoods? I mean, you added stuff in there so that at least the residents got something out of it. Right now, we're writing a check and we're not getting anything out of it. Nothing. So my question becomes, why in the midst of this negotiating --? And then when I asked the question -- I want you to know this, Commissioner Sarnoff -- it was stated, well, Commissioner Sarnoff was at the meetings at the County, and that wasn't asked.

Vice Chair Sarnoff: What wasn't asked?

Chair Spence-Jones: For these additional things in the global agreement. Correct, Jim?

Mr. Villacorta: There was a meeting at the City Manager's conference room at the MRC (Miami Riverside Center), where we did raise issues regarding some of this -- the items that the CRA would like to see. I don't believe we asked for any days, use of the theater. I think the waiver of the one and a half percent administrative fee was included because of that. The waiver of any right of approval over the CRA's budgets through 2008 was included as part of our concerns at that meeting.

Chair Spence-Jones: Right. And I'm not making you responsible. What I'm saying, Commissioner Sarnoff, part of the discussion was you didn't have the opportunity to even be engaged in the process along the way. Because I'm sure if you attended the meetings and were actively involved in it, you would have said the same thing for the Women's Club. You would have said, you know what, if we're going to spend this kind of money, what are the residents of the Omni -- what are the residents from the CRA going to benefit from it? And I don't think that that's anything wrong to ask. You know, every performer that comes to the Performing Arts Center, they could be utilized to do things in the neighborhood for the organizations or art-base -- there could have been something that we got out of it. Now, we're writing a check because the County, you know, has -- we put this wonderful global agreement out and we get absolutely nothing from it, and at the end of the day, if the baseball stadium does not happen, guess what? We still got to pay the money. So I'm just going to tell you, I can't support this item. Originally, I was going to support it, but I'm glad to see that my other fellow Commissioners up here feel the same way that I feel about this whole issue of the increase. How can we act in good faith when they're not acting in good faith with us? That's, you know, my point. So with that being said --

Vice Chair Sarnoff: Can I say something, Commissioner?

Chair Spence-Jones: Sure.

Pedro G. Hernandez (City Manager): Madam Chair.

Vice Chair Sarnoff: I'm sorry, Madam Chair. To -- this is to Commissioner González. It's very hard to think in terms of your mind-set right now and what it was back in December. Back in December, I know I wanted -- I thought the tunnel was imperative. I know you didn't support the tunnel. I thought and think you do support baseball. I wasn't very keen on baseball. We were presented with what I call a non-a-la-carte menu. We had to eat the entire dinner.

Commissioner González: Right.

Vice Chair Sarnoff: There were things I know you didn't want to eat and there were things that I didn't care to eat myself. And that became the very genesis of a large agreement, which had a number of issues in it, which now includes this payment, and -- I just -- you know, I agree that you have a feeling about you. I will tell you this, as far as baseball goes, I had no intentions of supporting the baseball agreement, but I will tell you this, that the Administration did such a good job of negotiating it for the City of Miami's behalf, that something that I had no intentions of supporting, I ended up supporting because I thought, financially, it was a good deal for the City of Miami. I have no idea whatsoever as to why the Herald's reporting three Commissioners no longer support this. I don't know if that's pertinent or relevant because I don't know what they agreed to subsequent from here. From the City of Miami's standpoint -- and I'm speaking from District 2 to District 1 -- baseball is a good deal for the City of Miami. It just is. From the CRA level basis to District 5, I suggest to you that I think you did a great job of achieving for your community \$650 million additional dollars that you would have not have seen had you not voted back in December '07. I can tell you from the Omni, I believe the Performing Arts Center is the catalyst to everything that has occurred in the Omni area, and that includes the gorgeous, new buildings that they have and are going to get and are going to continue to build around. I think the Performing Arts Center and its use and the payment from the -- to the -- from the CRA to the PAC is exactly what was intended and what it's about. So -- and the way the Omni CRA got paid back, so to speak, was through, again, a longer timeframe in which to sunset, and possibly, a bigger geography. So the money that was being spent by going from the CRA to the PAC is being paid back on the back end, and the Omni could certainly afford that. It can certainly achieve that. So while everybody may be kicking

themselves a little bit here, you know, I'm not sure what we're looking at and what we're saying is not going to happen because some people are claiming some doomsday scenarios for us. I don't believe there's a doomsday in this; I just don't. I have no idea what three Commissioners at the County are going to do. I don't know the Commissioners maybe like you -- some of the Commissioners up here do. I would think that they'll fulfill the obligations of their agreement; I expect them to, as a lawyer. I'm sure that they're going to do what's legally, you know, binding upon them. We're looking at a legally binding situation, you know. Fears or concerns over lawsuits, maybe I live -- that's what I do for a living, and maybe that's why I'm a little more comfortable getting sued, being sued. I know the end of the day the truth comes out more times than not, a lot more times than not. I know that when you voted, you voted for certain things you didn't want. I know when I voted, I voted for certain things you didn't want. With all due respect, Michelle, I think you're the absolute guttural great winner in the whole transaction because you had some things coming to you that I think you've done a great job for your community. You know, Commissioner Sanchez, you end up with a baseball stadium. I don't think you had anything to complain about. So I don't think we should get up here and, you know, look at a rainy day and say sullenly, how did we get here? We're in a good spot. We're in an advantageous position. This agreement, when it came to you, was a good agreement for the City of Miami. This agreement has not changed. It is still a good agreement for the City of Miami. Whether you like tunnels, don't like tunnels, that was important to me. Baseball was less important to me, but it was a good deal for the City of Miami on a financial basis. So, you know, while we can kick ourselves for maybe reading the Herald -- and maybe I should kick you for reading the Herald -- that's -- we don't know what three Commissioners are or are not going to do because, the end of the day, you get up on this dais, how many times have you thought you were going to vote one way, listened to somebody else, were going to vote another way until the last minute, change your vote 'cause you heard something you liked? I suspect the same thoughts go through the Commissioners at the County. I think what we have to do is clear here. I think we have to follow the law. I think we -- the law is this agreement. I think we have to have faith that this agreement was negotiated in good faith. I think it was negotiated in good faith. And I think you have to have some faith in the County Commissioners. If I'm wrong, there's a legal process to be had. And if that's the case, there will be legal proceedings. We all know that Mr. Braman is suing us for legal proceedings. I am hopeful and optimistic, and I really do believe that there will be a -- you know, we'll prevail on those proceedings. I just don't want anybody to get into the dumps here and say, how did we get here? 'Cause I don't think we're in a bad spot.

Chair Spence-Jones: Commissioner Sarnoff, let -- and I'm going to give it to you, Commissioner Sanchez. I think it's really -- and I'm not -- I don't think any of us are disagreeing with any point that you've made. I think, for me, you know -- and again, yes, I walked away with \$650 million to support Overtown. It's got to get there first, that's number one. In the meantime, money's being spent and that's fine. That's not what it's about. For me, I just have a question for my legal team, is if we knew we had an agreement and we're not -- and you have us vote on a item, why not have a clause in there and say -- that says if this global agreement did not happen -- does not happen or baseball does not happen, then this portion of the agreement is a void? And I think it's extremely important -- it's not like you guys didn't see the manager and the mayor of the County stand up to say something. We all -- they got up here that particular day and said -- made a commitment to do certain things in the district and it did not happen. It got over to the County and the story changed. And that's fine. Again, once again, the City has to swallow whatever the County gives us. But I think that we need to start sending a strong message to them, you know, that if -- you know, we operate in good faith, then they need to operate in good faith also. So that's really what my point is about this. And I -- like I said, I know people may be angry or upset, but, you know, at the end of the day, my constituents elected me to make the right decisions. And to me, that would not be a smart decision. Mr. Man -- Commissioner Sanchez, you're recognized.

Commissioner Sanchez: I just want to bring to light that we're focused on just one element of this agreement and there are many elements of this agreement. I think the focus that we're focusing on is the stadium and the PAC. It's a global agreement, and above all, the things that makes this happen is the expansion of the CRA. Once again, I made it very clear here. This is a binding agreement; we voted on this already. It's an agreement

between the City and the CRA, and we made a binding agreement, and I am certainly going to honor it.

Commissioner Regalado: Well --

Chair Spence-Jones: Mr. Manager --

Mr. Hernandez: Madam Chair.

Commissioner Regalado: Can I --? Okay.

Chair Spence-Jones: Mr. Manager, I don't want to have you standing there longer. You can go ahead.

Mr. Hernandez: Madam Chair, Commissioners, this is still a very good deal for the City of Miami, no question about it. Worst case scenario, the stadium doesn't get done -- our contribution to the stadium is 13 million. The County has most of the skin on that game. The agreement, the global agreement that we have includes extensions and expansions to Omni and Southeast Overtown/Park West CRAs. Among both, you're talking about \$1 billion; 700 million to the Southeast Overtown/Park West --

Commissioner Sanchez: West.

Mr. Hernandez: -- and no dollar is going from that Southeast Overtown/Park West to pay for anything else. It just goes into that CRA. When you look at the Omni, why does the Omni have money today? The Omni has money because of the PAC. Whether we like it or not, it's the catalyst, it's the generator. All that money that is coming out of the Omni CRA is because you have that investment that has brought in all the other buildings that want to build in that area and is -- make it desirable and now it's bringing money to us. No matter how you slice this, this is a great deal for the City of Miami. We have a legally binding baseball agreement. Yes, we are legally responsible to make that payment right now of \$5 million. But we get a lot in return; a lot of money on the CRAs, which is of tremendous value to us.

Chair Spence-Jones: Pete, I don't think anybody's disagreeing on baseball. I don't think the issue --

Mr. Hernandez: Well, my --

Chair Spence-Jones: -- was about baseball, so --

Mr. Hernandez: -- concern was that there was a feeling among the Commissioners that we were getting screwed.

Chair Spence-Jones: Well, we are.

Mr. Hernandez: And honestly -- and it's the contrary.

Commissioner González: The way I look at it, we are.

Mr. Hernandez: It's the contrary. Our CRAs are going to benefit tremendously. And the stadium at the Orange Bowl, it will be a tremendous benefit for the City of Miami.

Vice Chair Spence-Jones: Thank you --

Mr. Hernandez: No question.

Chair Spence-Jones: -- Mr. Manager. Commissioner Regalado, you're recognized.

Commissioner Regalado: Thank you, Madam Chair. The Manager could have sold me on the stadium back in January, if he had not answered the way he did a question that I asked him. And he said at that time, Commissioner, if there is no tunnel, there is no stadium. If

there is no PAC, there is no stadium. That was your -- when we -- when I asked if we could vote on the stadium as a stand-alone project. And you could have sold me on that one because I could have -- well, you did say that.

Mr. Hernandez: Commissioner, I did say that, and the reason I said that is because there were so many balls in the air between the County and the City that the only way that we could come to an agreement between all is to discuss them all at the same time, and that was the reason that they were sort of --

Commissioner Regalado: Right.

Mr. Hernandez: -- brought together.

Commissioner Regalado: And then from that moment on, it began a campaign to make you and us believe that there was -- it was a great deal, and both sides, the County and the City, tried to go out and say to the people of Miami-Dade County that no taxpayers' money was involved in this mega-deal. And yet, the whole basis of this mega-deal is the taxpayers' base of the Omni CRA, the people's property tax that, by the way, you're saying is going to be reinvested in the Omni area. However, if the Omni CRA were to sunset, that money would come to the general fund of the City of Miami to serve all the residents of the City of Miami, exactly like the money from the CRAs. We are yet to understand who did that figures, what those figures mean if the slowdown in construction had to do -- was built into the figures that were presented to this Commission back in December. So, you know, it's been difficult for the people to understand that you can do all this, without taxpayers' money. And that's my problem. My problem is that we weren't straight with the people. We weren't forward with the people, saying that's taxpayers' money. It's just a taxpayer from a part of the City, and yes, the City is not going to get that money for the general fund in the next 25 or 20 years, if we get that extension. It's a campaign designed in the Magic Kingdom, for everyone to be happy. But you know, the reality is that we are the lower end of the ladder when we discuss with the County. Because he was interested in the Crosswind [sic], and the Crosswind [sic] was shut down, live and in color -- I saw it -- by the Mayor of Dade County and by the area Commissioner. And you know, we were enthusiastic about having the police department be the main agency in the County, and that was shut down. And the excuse -- not the reason -- that we get is that we have three years to discuss the agreement. I think that the people that believe in this really need more information, really need more -- I just think that the City Commission did not get that information, was blindsided by all the projects that were presented and the rush in doing that, and the fact that you said to me, if there is no tunnel, there is no stadium; if there's no PAC, there is no stadium, turned me off, and I could have gone for it, but it turned me off, so -- Madam Chair, I think that there is no apocalyptic event if we vote down this amendment. They just have to go to the County and say, look, you know, you want to play hard with us, with the police, and the Crosswinds and everything? Well, we're doing the same. So if you really need that money, you have to act in bad faith -- in good faith --

Chair Spence-Jones: Good faith.

Commissioner Regalado: -- and not in bad faith. It is not about legally. It's about working together as two government. Commissioner Sarnoff says that this is a good deal for the City of Miami. I don't think so because we were not responsible for the debacle of the Performing Arts Center. We are not responsible for what's going on in the North Terminal of the airport, which is the cost overruns have gone \$3 billion. We are not responsible for the Performing Arts Center that started with a promise in Miami-Dade County Auditorium. I was there in 1984, that it would cost 57 -- \$87 [sic] and we will have it, and I saw the lady from Sears giving the -- I reported that; I was there 'cause I used to cover the City of Miami for many, many, many years, and I do have memories about those issues. It's not our fault that the cost overruns went up to \$500 million on that. Yet, we say that this is the jewel of the City, and then we, the residents of Miami, pay the mistakes that the County made in building the white elephant? Why? Why should we, the residents of Miami, pay for the mistakes that the County made? You say now that there is -- the worst case scenario, we lose -- there's no stadium deal; we only have \$13 million invested. But for years, we were told that the only missing link to build a stadium was the \$60 million from the Legislature, and not all these mega plans, and moving money from here to there, from there to here, so

you know, it's very convoluted, very unclear. And you know what? The County is used to walk over the City all the time. The City has given to the County the port, the airport, the sewer -- the water and sewer, the housing. The City of Miami had a -- had little HUD (Department of Housing and Urban Development). I remember; I covered that. And the City of Miami little HUD built Smathers Towers. Little HUD of the City of Miami built it, and they brought Senator Smathers from Washington, and he (UNINTELLIGIBLE). And we gave it to the County, the people that were before us. So you know, this is not the end of the world if some members here decide not to amend the budget. There are ways that they can persuade. You know, they need to understand that, by the way, this is the oldest and the more important city. And the reason that Miami is so important -- we saw it when Alex Pinellas did whatever it took to change the name of Dade County to Miami-Dade County. 'Cause he would go and visit -- he told me he would go visit Madrid, and they say, who are you? I'm the mayor of Dade County. What is Dade County? Where is Dade County? No, it's in Miami. Oh, in Miami. So he came back and changed the name. And remember, it was an election with eight percent turnout because it was right after a storm. So don't tell us that this binding, that this is whatever. This is about partnership. This is about good faith. This is about cooperation. Cooperation is a two-way street, not a one-way street.

Chair Spence-Jones: Okay, Commissioner Regalado. I'm going to yield to the Mayor, but I do want to add -- and my executive director could attest to this. You know, we have, at least I know from my perspective, as the Chair of the CRA, done everything I could possibly do to work along with the County to move projects in my district, or at least in the Overtown area. And I can honestly say, you know -- and I know that the City Manager and Larry, everyone knows I'm thoroughly frustrated, and I want to clear up a comment that Commissioner Regalado made regarding the Crosswinds project. It wasn't even about the Crosswinds project anymore 'cause that's understood. If the County at this point feels like it's not something they're going to support, then fine, but we did have a verbal agreement for Block 36 so that we can begin to move projects. And what happens? Not even like a week later, they rush down there to file a lawsuit to stop us from getting the land. What kind of good faith is that? And that's because we were operating in good faith -- right, Mr. Manager? -- by calling them and saying, hey, look, this is what we're getting ready to do. And what happens to us? They beat us to the clock. They beat us down there. What kind of good faith is that? They beat us there. Come on now. I mean, you can only get beat up so much to -- you know, after a while, you just -- you stop believing. So, Mr. Mayor, I'm going to yield to you if you have any comments that you'd like to put on the record.

Mayor Manuel A. Diaz: I do. Thank you, Madam Chair. I don't normally do this, but I think it was important that there are some things that are cleared up here. First of all, there is a binding baseball agreement. There is a binding baseball agreement, binding on the City of Miami, binding on Miami-Dade County, and binding on the team. Now, like any contract, any binding obligation, like the one that you seem to be discussing now, parties can back out, but I want you to know that there is a binding baseball agreement and a baseball agreement [sic] is going to be built at the Orange Bowl site. Number two, let me remind you, when we had the briefings before we voted on the global agreement. We're not being stepped on, Commissioner Regalado. As a matter of fact -- first of all, as you well know, the Omni CRA, is already -- it already expires in the year 2027, so that commitment is already made there. The only thing we're doing is adding three years to the Omni CRA. Now, I also explained and -- as the Manager did when we went through this agreement -- that both of us contribute. We seem to forget that both the City and the County contributes to the CRA. And if you took all the projects together, everything, the tunnel contribution, the PAC contribution, Museum Park; if you added them all together, they did not add up to the total that the County is going to be contributing for the next 20 years -- twenty-some years. So, in essence, what the County is doing is reinvesting the County portion of what goes into the CRA into all these projects. And guess what? Each and every one of those projects is in the City of Miami. So, no, I don't feel like we're being stepped on. As a matter of fact, I feel like we are acting as partners. And as a matter of fact, I feel like the County, for the first time in a very long time, finally realize that the urban core was not just the City of Miami's urban core, but was the urban core of the entire County. And we came to this agreement to enhance the urban core, really, essentially, by contributing the monies that the County would otherwise -- you're right. If we eliminated the CRA tomorrow, the Omni CRA, guess what? All that money's going to go back to the County, and then those projects don't happen. So in effect, we are getting -- got then and are still getting a really

good deal, and a baseball stadium is going to be built, as long as we all stick together and make it happen. There are people who don't want to make it happen. I believe this Commission wants to see a baseball stadium, and not just a baseball stadium, but the entire development that's going to occur at that Orange Bowl site to revitalize the Little Havana area. Let's not go back to the old Miami, when people in this community would not invest, people in this community would not live, people in this community would not do business with this government because you -- this government would not keep its word. What has happened in the last six years is not a coincidence. It is a concerted effort that we have all made over the course of the last six years here, to keep our word when we give it. We gave our word on this deal. And this is a good deal, and it is a good deal for the Southeast Overtown/Park West CRA because we're going to get hundreds of millions of dollars on the extension of the term and the expansion of the CRA to Overtown to allow us to invest all throughout Overtown. I have fought harder for Crosswinds than just about anybody else here, and I'm not happy with that result, but I'm willing to live to fight another day. What I am not willing to do is kill something that is extremely positive for the City over one issue, as strongly as I believe in it. Keep the big picture in mind. We'll fight the smaller battles. We will continue to fight the smaller battles, but let's not go back on our word and let's keep in mind that this money is being reinvested into all these projects in the City of Miami are really coming from the County's share of what goes into the CRA.

Chair Spence-Jones: Mr. Mayor, let me just -- I just want to make sure we reiterate all of our commitment to baseball. I don't think that this is about baseball. And I know that both you and the Manager know that we have had a discussion about this issue of -- it wasn't even Crosswinds -- about Block 36.

Mayor Diaz: I know.

Chair Spence-Jones: You know during the actual hearing yourself, along with the mayor of the County, came and made a commitment; looked me in my eye, shook my hand, both the County manager, and said that they would handle it. It got over to the County and it went down the drain. So sometimes -- and I know you would have to respect my position on this -- sometime you have to take a position. And whether I'm the only person up here that votes no against it for the principle of it -- and I'm sure you understand why I feel the way that I feel 'cause I've worked very hard to try to work with the County regarding this issue. And you know, I just wanted one project, one project to have them move --

Mayor Diaz: Okay, but I want you --

Chair Spence-Jones: -- and gave me a commitment to do that --

Mayor Diaz: Right. And they did, and they did follow --

Chair Spence-Jones: -- on the record.

Mayor Diaz: -- up 'cause --

Chair Spence-Jones: Gave us, in good faith, their word, and what happened?

Mayor Diaz: Okay. And what I'm saying to you is that that is a fight that we're still fighting, and in fact, we're in court fighting over that battle.

Chair Spence-Jones: But why did we --?

Mayor Diaz: But what we're talking about is one project versus hundreds of millions of dollars in affordable housing, infrastructure improvements, contribution to the arts, fixing parks; that's what we're talking about. Because if the County doesn't agree to an extension of the CRA, if the County doesn't agree to an expansion of the boundaries of the Overtown CRA, it's not going to happen. We're not helping our cause by telling them today that because of Block 36, we want to kill everything else --

Chair Spence-Jones: Well, they --

Mayor Diaz: -- and that is, in essence, what we're doing. So if we're --

Chair Spence-Jones: But they made that commitment.

Mayor Diaz: -- willing to kill all the positive that could come from the Om -- from the Overtown CRA based on the agreements that we've already reached with the County over Block 36; that's the decision you're making today.

Chair Spence-Jones: Thank you. Can I take pub -- comments -- any other questions from the dais before we take comments from the public?

Commissioner Sanchez: I'm prepared to proffer a motion.

Chair Spence-Jones: Well, I -- first of all, I have to open it up to the public. Public.

Frank Schnidman: Mr. Chairman, Ms. Chairman [sic], thank you very much. My name is Frank Schnidman. I represent Norman Braman, and I've been an attorney for 35 years and redevelopment is my field. I've been a CRA director. I'm currently the counsel to the CRA in Cape Coral. I've taught redevelopment at George Washington University, University of Virginia, been a visiting scholar at Harvard Law School; ran a real estate program at the law school at the University of Miami, where lawyers came back to get real estate degrees, and I tell you, in all due respect, you do not have a binding obligation. This is premature. On the 24th of April, you're revoting the global agreement, and the global agreement has been for you a bait-and-switch operation. The global agreement specifically says that it is necessary for you to substitute TIF money for the tourist development payments on the debt to fund the baseball stadium. Necessary. It says it right in the global agreement that you're revoting on. It's not necessary. The County manager -- and you've heard today; you don't -- they don't need the money for the baseball agreement. You're going to take money that is supposed to be used for slum and blight and you are going to give it to the County for whatever purpose they want to use. Now let me go back and say one thing. Your global agreement is a local agreement. It does not trump Chapter 163 of the Florida Statutes; 163-340(9) requires that the CRA expend its funds for the alleviation of slums and blight. It requires that you do things in conformance with a redevelopment plan. Your 1996 and 1997 redevelopment plan amendments incorporated your interlocal agreement language that limits the contribution to \$1.43 million. If you want to increase that amount, you have to amend the plan. Additionally, the substitution of debt of CRA money coming from TIF, substituting it for the Tourist Development Tax, in no way alleviates slum and blight. Your commitment to the catalytic project was for \$1.43 million. It is built; it is operating, and there is no threat that there will be a default in the financing. When you pay additional monies, it is not in conformance to the limitations you have under Chapter 163 to spend your funds for the alleviation of slum and blight. And you know that the PAC is not a Miami City project; it is a County project, and this is clearly stated. And what you are doing is you are taking funds to support the debt service on a County project so that they can take those funds and actually use them out of the district. There is case law that says you can't do indirectly what you can't do directly. The County manager has clearly said they don't need the money for the baseball agreement. And let's not get confused in all of this. The only thing that happens under the global agreement is the baseball stadium. All the rest of these things are conditional. And let's talk condition subsequent -- what about the condition precedent that you must comply with state law that says that this has to be spent to alleviate slums and blight and that this has to be spent in conformance with the plan not being done?

Ms. Dotson: Madam Chair, I know that you want -- and I'm sorry to interrupt -- that you wanted -- you know, I respect the need that you want a public debate. However, we're going down the roads in which we are not here to discuss. We are here to discuss the approval of the amendment to the CRA's budget, and this is a special meeting, and I just want to remind you that no business shall be conducted or vote taken at a special City Commi -- at a special meeting on another subject matter, and we have moved to another subject matter at this point.

Mr. Schnidman: Respectfully, I disagree because this is the issue of increasing from \$1.43 million additional payment, which is not allowed by law. You can argue that Chapter

163-400, which is the cooperation with public bodies might allow you to do this, but it does not because the PAC is not a project of the CRA; it is not for the alleviation of slum and blight, and it's not --

Ms. Dotson: Excuse me, one second.

Mr. Schnidman: -- carrying out the plan.

Ms. Dotson: Madam Chair --

Chair Spence-Jones: Yes, Madam City Attorney.

Ms. Dotson: Yes. I don't want to get into a legal debate with Mr. Schnidman, but I just want to remind you that this is a special meeting --

Commissioner Sanchez: All right.

Ms. Dotson: -- and we are -- we need to discuss the business at hand because the potential of not discussing the business at hand could potentially violate notice because the public was not invited to come here to discuss --

Chair Spence-Jones: Okay. That's --

Ms. Dotson: -- another matter.

Chair Spence-Jones: Okay. Madam --

Ms. Dotson: We're --

Chair Spence-Jones: -- City Attorney, I -- maybe I misunderstood. Commissioner Sanchez, wasn't it your understanding that we were supposed to open up to the public?

Commissioner Sanchez: Yes, to address this issue. It is a special meeting, and I tend to agree with the attorney.

Chair Spence-Jones: Yeah, so -- but -- so we should open it up to the public?

Commissioner Sanchez: Yes, to address --

Mr. Schnidman: To address whether increasing --

Ms. Dotson: To address this issue, which is the amendment of the Omni --

Commissioner Sanchez: To the budget.

Ms. Dotson: -- CRA's budget.

Commissioner Sanchez: Budget.

Chair Spence-Jones: Okay, so --

Ms. Dotson: That is the issue.

Chair Spence-Jones: Okay. Got it, Ms. City Attorney.

Mr. Schnidman: Ms. Chair --

Chair Spence-Jones: Thank you.

Mr. Schnidman: Ms. Chairman [sic].

Chair Spence-Jones: Please keep your comments to the City -- to the CRA budget.

Mr. Schnidman: Yes. And the issue is, as I understand it, that -- and actually, that's kind of interesting because if you look at the whereas clauses of your resolution, it talks about the fact that you're adjusting for additional TIF revenue. It doesn't clearly identify that what you're talking about is increasing from 1.4 to 5 million. But to address specifically that issue, to increase the budget from 1.4, it will require an amendment to the Comprehensive Plan -- excuse me, to the redevelopment plan, and it must be for the alleviation of slums and blight --

Commissioner Sanchez: That's it.

Mr. Schnidman: -- and it must be in conformance with the plan, and it must be pursuant to Chapter 163, and an interlocal agreement does not obviate the need to comply with state law. Thank you very much.

Commissioner Sanchez: Thank you.

Chair Spence-Jones: Thank you. All right. Any other comments from the audience, from the public? Okay. The item comes back to the City Commission. Before we do that and call this to a vote --

Commissioner Sanchez: Madam Chair.

Chair Spence-Jones: Excuse me. Mr. Executive Director, is there anything that you want to put on the record regarding this issue?

Mr. Villacorta: As you said at the last CRA meeting, I just want to clarify that this payment to the PAC comes from the Omni CRA, whose district Commissioner supports it. There is no money coming from the Overtown CRA to support the PAC, the port, or baseball. The Overtown CRA is receiving an extension of its life for 13 years, which will infuse significant sums into that redevelopment area.

Commissioner Sanchez: All right.

Chair Spence-Jones: So is your -- is it -- are -- is this your recommendation? Are you recommending this happen?

Mr. Villacorta: Commissioner, this Board made a promise by signing that interlocal agreement, and having made the promise, the promise should be kept. It is my recommendation that you vote for this amendment of the budget that would allow me to fulfill the terms of that agreement that the City Attorney's Office has opined is binding and the conditions for that payment have been met.

Commissioner Sanchez: Madam Chair, based on the testimony that has been presented today, and based on the binding obligation that we have, I would make a motion -- Who's the Vice Chair? You are?

Vice Chair Sarnoff: Yeah.

Commissioner Sanchez: -- to approve the resolution.

Vice Chair Sarnoff: Is there a second?

Commissioner S