

April 8, 2019

VIA EMAIL

Hon. Mayor Francis Suarez
Hon. Chairman Ken Russell
Hon. Willy Gort, District One
Hon. Joe Carollo, District Three
Hon. Manolo Reyes, District Four
Hon. Keon Hardemon, District Five
Hon. Emilio Gonzalez, City Manager
Hon. Victoria Mendez, City Attorney
Hon. Todd B. Hannon, City Clerk

Subject: Friends of Maurice A. Ferré Park LLC Support for Commission Resolution No. 5733, Agenda Item RE 6, to Prohibit Future Commercial Development in Maurice A. Ferré Park and the FEC Slip, and Opposition to Bayfront Park Management Trust Request for Proposals, RFP No. 989387.

Dear Mayor Suarez and Commissioners Russell, Gort, Carollo, Reyes, and Hardemon:

This firm represents the Friends of Maurice A. Ferré Park, LLC (“Friends”). My clients emphatically support the proposal scheduled for the upcoming City Commission meeting agenda to limit the use of Maurice A. Ferré Park (“MAF Park”) and the Florida East Coast Railway Deep Water Slip (“FEC Slip”) to only park and other green spaces and protecting them from future commercial development, published as File No. 5733 and Agenda Item RE-6. The Resolution represents extremely important public policy to protect Downtown Miami’s diminishing public green space and bay view, and we urge the Commission to embrace the long-term protection of these irreplaceable public resources by enacting RE-6.¹

Consistent with RE-6, and the policy of protecting public open green space expressed by several commissioners at the March 29, 2019 City Commission meeting, my clients are also asking that the Commission put an immediate stop to the illegal proposal by the Bayfront Park Management Trust (“BPMT”), purporting to solicit bids for a commercial/industrial project in the upland portion of MAF Park and the FEC Slip. Although the BPMT recently extended its original submission deadline of April 18, 2019 to July 3, the profound legal infirmities and disastrous policies in the RFP create significant risks for the City today. The Friends of Maurice A. Ferré Park urges the Commission to reject, nullify, and void the RFP at its meeting on April 11.

The RFP is an egregious and illegal overreach by the Bayfront Park Management Trust, by-passing the City Commission’s role as the public’s elected representatives to set policies and

¹ We request that this letter be made an official part of the Commission’s record in consideration of the Resolution at its April 11, 2019 meeting.

priorities for the residents of the City. Bayfront Park and Maurice A. Ferré Park are invaluable public spaces, critical to the health and vitality of Downtown Miami. They are indispensable refuges for open space and recreation for Downtown residents and visitors. Yet the BPMT has proposed a marina with wet slips, a dock master's office (1-2 stories), ship store, "one or more" restaurants and bars, fuel facilities, and parking lot, ostensibly to be constructed on two-plus upland acres of Maurice A. Ferré Park, with the objective of "maximizing income to the Trust." However, the Park is owned by the residents of the City, not the Trust, and the RFP violates the City Charter, which vests authority to sell or lease any City-owned land solely in the City Commission.

The Friends of Maurice A. Ferré Park urge every Commissioner to exercise his personal responsibility as a steward of the public's land, to protect the public's rights to open green space in the City, and reject the Trust's misguided effort to monetize the declining limited public green space in Downtown Miami. Further, the Commission would be inviting protracted litigation if it does not stop the RFP from proceeding.

I. Overview. Perhaps the most graphic summary of the illegality of the FEC Slip RFP is that it deviates so radically from the law that it violates every single one of the conditions imposed by Charter Section 3 for a lease of public waterfront land to an outside entity. Section 3(f) provides: "The City of Miami shall have power" in connection with the "[a]cquisition and disposition of property and services:"

(iii) To lease to or contract with entities for the management of any of the city's waterfront property, but only in compliance with the other requirements of this charter and on the condition that:

- (A) the terms of the contract allow reasonable public access to the water and reasonable public use of the property, and comply with other charter waterfront setback and view-corridor requirements; and
- (B) the terms of the contract result in a fair return to the city based on two independent appraisals; and
- (C) the use is authorized under the then existing master plan of the city;
- (D) the procurement methods prescribed by ordinances are observed;
- (E) the contract does not exceed five years and does not contain an automatic renewal or termination penalty.

(Emphasis supplied).

The RFP violates all of these conditions, starting with the obvious failure to comply with "other requirements of the charter," i.e. Section 29-A(b), and 29-B, which allow only the City Commission to lease the City's property, and require that any lease of public land return fair

market value to the City.² In addition: (a) the minimum annual rent offered is not based on any appraisal, much less two independent appraisals, destroying any argument that the proposal yields a “fair return,” or “fair market value” required by Sections 3(f)(iii)(B) and 29-B; (b) it violates City procurement ordinances, which specifically exclude the BPMT from offering to lease public land, and require a description of the “the particular property interest to be acquired and disposed of,” yet this RFP does not even include a legal description of the area supposedly to be leased; (c) the proposed use violates the City’s Comprehensive Neighborhood Plan and Miami 21 Zoning Code because it would exceed the 25% limit on building floor area, and reduce net public parkland, (d) the proposed use violates Miami-Dade County Department of Resource Management (DERM) rules limiting the FEC Slip to boats longer than 100 feet; and (e) the contract proposed exceeds five years and contains an automatic renewal despite the express prohibition in Section 3(f)(iii).

II. The FEC Slip RFP is Invalid, Illegal, and Void Under the City Charter. There is no authority in the Charter or the City Code that allows the Trust to issue an RFP for a long-term lease of City-owned waterfront land, to consider bids, to accept or reject offers, and any of the other actions the FEC Slip RFP purports to authorize the Trust to do.

A. Charter Sections 3(f) and 29-A(b) authorize the City Commission alone to sell or lease City-owned waterfront land.

The Charter authorizes only the City, acting through the Commission, to lease City-owned property and City-owned waterfront property to a private entity. Section 29 of the City Charter governs the sale or lease of City owned property. Section 29A(b) provides:

(b) *Sales and leases of real property; prohibition.* Except as otherwise provided in this section, there shall be no sale, conveyance, or disposition of any interest, including any leasehold, in real property owned by the city, the department of off-street parking, or the downtown development authority, unless there has been prior public notice and a prior opportunity given to the public to compete for said real property or interest. Any such sale, conveyance, or disposition shall be conditioned upon compliance with the provisions of this section; such procurement methods as may be prescribed by ordinance, and any restrictions that may be imposed by the city, the department of off-street parking, or the downtown development authority, as appropriate. Further, no right, title, or interest shall vest in the transferee of such property unless the sale, conveyance, or disposition is made to the highest responsible bidder, as is determined by the city commission, or the off-street parking board, or the downtown development authority board of directors.

(Emphasis supplied).

² Under Charter Section 4(a), the City Commission alone has the authority “to exercise all powers conferred on the city.”

Under Section 29A(b), the only entities within the City government that have the authority to sell or lease public property are the City Commission, the Department of Off-Street Parking, and the Downtown Development Authority. The BPMT is not one of the named City entities that have the authority to sell or lease City-owned property. This fact alone should end any further consideration of the RFP.

Further, Charter Section 3(f) contains a separate provision for the sale or lease of city-owned waterfront property, which provides: “The City of Miami shall have power:”

(iii) To lease to or contract with entities for the management of any of the city’s waterfront property, but only in compliance with the other requirements of this charter

Charter Section 4(a) makes it absolutely clear that the Commission alone has the power to exercise the authority of the “City,” including the authority to sell or lease City-owned waterfront land. It provides:

The city commission shall constitute the governing body with powers (as hereinafter provided) to pass ordinances, adopt regulations, and exercise all powers conferred upon the city except as hereinafter provided.

In *Homestead-Miami Speedway, LLC v. City of Miami*, 828 So.2d 411 (Fla. 3d DCA 2002), the Third District Court of Appeal invalidated an agreement between the City and one racing promoter to allow auto racing in Bayfront Park for *three days each year over a 15 year period* because the City failed to follow the requirements of Sections 29-A and 3(f)(iii). Clearly, the BPMT’s proposed *50 year lease* for full-time occupancy of over two upland acres in MAF Park and the FEC Slip, with two 15 year extensions, is a lease which only the City Commission has the authority to convey.

B. The Bayfront Park Management Trust Lacks the Authority to Lease, or Publish an RFP to Lease, City-Owned Land.

1. Section 18-72 precludes the Trust from engaging in the sale or lease of City land.

Not only does the Charter exclusively assign the right to sell or lease City-owned land to the City Commission, it expressly precludes the BPMT from attempting to do so. The BPMT is a creature of the City Commission, and its authority is limited to that prescribed in the City’s Code of Ordinances. There is nothing in the City Code that remotely authorizes the BPMT to issue an RFP for a long-term lease on city-owned land, much less to solicit and accept bids, reject or accept proposals, waive “irregularities or technicalities,” or award the RFP to the “responsible Proposer meeting all the requirements set forth in the Solicitation.” RFP, Page 9, Sec. II E.1.

The only authority of the BPMT under the City Code to engage in procurement activity is provided in Section 18-71, the City Procurement Ordinance, which governs “every purchase/procurement by . . . “[t]he Bayfront Park Management Trust.” Section 18-71(a)(2).

Section 18-72. Application and exclusions.

(a) *Application.* Regardless of the source of funds, including state and federal assistance monies, and except as otherwise specified by law, the provisions of this article shall apply to every purchase/procurement by:

(1) All city entities or boards, as hereinafter defined, except for the community redevelopment agencies.

(2) The Downtown Development Authority, the department of off-street parking, Liberty City Community Revitalization Trust, Civilian Investigative Panel, Bayfront Park Management Trust, and Virginia Key Beach Park Trust (each referred to herein as the “board” or “city entity” as applicable; provided, however, that:

The same Code provision authorizing some procurement activities by the Trust contains an express exclusion clause, which makes it clear that such authority does not extend to the sale or lease of city-owned property:

(b) Exclusions. This article shall not apply to:

....

(2) The sale or lease of city-owned real property, as these are governed by the provisions of 3f(iii) and Section 29A-D of the City Charter and chapter 18, article V of the City Code.³

(Emphasis supplied).

2. The BMPT is limited by the Code to direct, operate, manage, and maintain city property.

The BPMT’s authorizing ordinance, codified in Code Section 38-101, defines the BPMT as a “limited agency and instrumentality of the city.” In the same ordinance, Section 38-102 limits the Trust’s authority to “direct, operate, manage, and maintain” the city owned property within Bayfront Park.

Sec. 38-102 – Purpose.

³ Notably, under Sections 3(f)(iii) and 29 of the Charter, the DDA and Department of Off-Street Parking are expressly authorized to sell or lease property they own. BPMT has no such authorization anywhere in the Charter or Code; indeed it owns no property.

The trust shall direct, operate, manage, and maintain all aspects of the city-owned property known as Bayfront Park (hereinafter referred to as “park”), for the purposes of ensuring maximum community utilization and enjoyment. The trust shall endeavor to attract organized activities and functions to the park consistent with this purpose.

Whatever authority the Trust has under the City Code to make decisions under its authorization to “direct, operate, manage, and maintain” property in Bayfront Park, the BPMT simply has no role to play in the process of conveying City-owned waterfront land in Bayfront Park or Bicentennial Park,⁴ or Museum Park, now Maurice A. Ferre Park, including the FEC Slip, under a long-term lease.

C. The BPMT May Not Act in Any Capacity, Much Less in Its Own Interest, to Lease Any City-Owned Property, and in Particular, Cannot Lease Land Within Maurice A. Ferre Park and the FEC Slip.

The Charter and the Code are clear: the BMPT has no authority to substitute for the City Commission to authorize the solicitation, rejection, consideration, or evaluation of bids for a long-term lease of Maurice A. Ferre Park and the FEC Slip, or any City-owned land or waterfront land for that matter.

Nevertheless, the RFP improperly purports to advise the potentially bidding public that the BPMT is authorized to solicit bids and act “in its own interests” throughout the process, as if it were a separate legal or unit of government and not a creature of and answerable to the City Commission itself. It is not.

Section II D., of the RFP provides, for example:

D. Cancellation of Solicitation.

The Trust reserves the right to cancel, in whole or in part, any Solicitation when it is in the best interest of the Trust. The Trust shall have the sole and absolute discretion to determine which actions are in the best interest of the Trust.

The RFP expressly presumes to designate the Trust – the BPMT – to exercise responsibilities for the competitive bidding process that the Charter reserves for the City Commission itself, such as the “authority” to issue the RFP, cancel any solicitation, reject any and all proposals, waive irregularities or technicalities, and select among the Proposers who “meet all requirements” and make an award. The RFP purports to invest the Trust with the following authorities:

⁴ Pursuant to City of Miami Ordinance 94-204, enacted March 24, 1994, “The Bayfront Park Management Trust is hereby authorized to proceed with the steps necessary to assume control and take responsibility for the operation and maintenance of Bicentennial Park.” This is the only reference in the City’s laws to the BPMT having any operational involvement in the area now named Maurice A Ferre Park, which includes the PAMM and Frost Museums, and the FEC Slip.

E. Award of Solicitation.

1. **Generally** – This RFP may be awarded to the responsible Proposer meeting all requirements as set forth in the Solicitation. The Trust reserves the right to reject any and all Proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The Trust shall be the sole judge of its best interest.

2. **Unreasonable Offers** – The Trust expressly reserves the right to reject any and all Proposals if it is determined that prices are insufficient, best offers are determined to be unreasonable, or it is otherwise determined to be in the Trust's best interest to do so.

3. **Negotiations** – The Trust reserves the right to negotiate price with the Proposer providing the best financial return to the Trust, provided that the Solicitation's scope of work and/or minimum requirements, including rent, remains the same or revised for the Trust's benefit (such as increased rent).

RFP, at page 9.

Contrary to the RFP's provisions, *all* of these functions are assigned in the City Charter to the Commission, or the DDA or the Off-Street Parking Authority in the case of properties owned by those entities. As noted above, Charter Section 29A(b) provides:

[N]o right, title, or interest shall vest in the transferee of such property unless the sale, conveyance, or disposition is made to the highest responsible bidder, as is determined by the city commission, or the off-street parking board, or the downtown development authority board of directors.

(Emphasis supplied).

3. The RFP's provision for Commission approval after the fact does not cure the BPMT's lack of authority to issue the RFP.

Finally, there is also no argument that the Trust is somehow standing in for the City Commission in connection with the solicitation and consideration of bids, and that subsequent Commission approval of the Trust's decision somehow ratifies the Trust's actions in excess of its authority. There is no provision in the Charter or the Code for any such transformative authority, and neither City staff nor the board can magically create such authority where it is denied by the terms of the Charter and Code. *Hechtman v. Nations Title Ins.*, 840 So.2d 993, 996 (Fla. 2003)(courts must consider the plain language of a statute, give effect to all statutory provisions, and construe related provisions in harmony with one another); *Rinker Materials Corp. v. City of North Miami*, 286 So.2d 552, 553 (Fla. 1973)(municipal ordinances are subject to the same rules of construction as state statutes, and provisions must be given their plain and obvious meaning, and it must be assumed that the legislative body knew the plain and ordinary meaning of the

words in the law.) The City Commission would be subjecting the residents to enormous legal risk and potential liability if it allows the illegal process initiated by the BPMT to proceed.

III. The Substantive Provisions of the FEC Slip RFP Violate the City Charter, Code, Comprehensive Neighborhood Plan, and State Law.

Plainly, the FEC Slip RFP is invalid on its face because the BPMT lacks the authority under the City Charter and Code of Ordinances to issue and implement an RFP for a long-term lease of City-owned waterfront property. However, as shown below, the substance of the RFP itself also violates several provisions of the City Charter, Code of Ordinances, and State law.

A. The RFP Violates Public Open Space Requirements of the City's Miami 21 Zoning Code and the Comprehensive Plan.

The project contemplated in the BPMT's RFP is contrary to the City's policy of preserving and maintaining public parks and green space and public view corridors for the Maurice A. Ferre Park and FEC Slip, including an open view of Biscayne Bay and limiting impermeable development to 25% of public parkland area, a level already covered in the Park. Any further upland development in the Park such as that proposed in the RFP would be a clear violation of the City's Comprehensive Neighborhood Plan and Miami 21 Zoning Law.

1. The Proposed Development Violates the Miami Comprehensive Neighborhood Plan by Proposing to Cover More Than 25% of the Park's Surface Area, and to Eliminate Public Park Land.

The development proposed in the RFP violates two important provisions of Policy PR-2.1.1 of the Miami Comprehensive Neighborhood Plan, which prohibits development that would exceed 25% of the surface area of any park in the Public Parks and Recreation classification, and that reduces public park land in the City. The RFP would violate both of these important legal restrictions, because the existing PAMM Museum, Frost Museum, parking garages, outside parking lots, access roads, Promenade, and restroom buildings currently encompass 25% of the Park's total area, and commercial development of the two-plus upland acres would cause a reduction in net parkland prohibited by the law.

The Park and FEC Slip are classified as Public Parks and Recreation in the City's Comprehensive Neighborhood Plan (MCNP), Future Land Use Map (FLUM). According to the Comprehensive Neighborhood Plan:

Public Parks and Recreation: The primary intent of this land use classification is to conserve open space and green spaces of a park while allowing access and uses which will not interfere with the preservation of any significant environmental features which may exist within the park.

This land use designation allows only open space and park uses with recreational and cultural uses where the total building footprints and impervious parking area surfaces in parks of one (1) acre or more may cover no more than 25% of the park

land area (See related Policy PR-2.1.3.). Both passive and active recreational uses shall be permitted including but not limited to nature trails, interpretive centers, picnic areas, playgrounds, canoe trails and launches, small concession stands, restrooms, gyms, swimming pools, athletic fields, cultural facilities, marine and marina facilities and other facilities supporting passive and active recreational and cultural uses.

Policy PR-2.1.1: The City has a no-net-loss policy for public park land and will adopt procedures to this effect for park land in the City Zoning Ordinances, as described in the 2007 Parks and Public Spaces Master Plan. These will allow only recreation and cultural facilities to be built on park land, will limit building footprint on any such land, will require that conversion of park land for any other purposes be subject to public procedures, and replace the converted park land with land similar in park, recreation or conservation value in terms of usefulness and location.

(Emphases supplied).

Moreover, under state law, the Comprehensive Plan restrictions control in the event of any conflicting provision of local law. Section 163.3194(1)(a), Florida Statutes, provides:

After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted.

(Emphasis supplied).

2. The Proposed Development Violates Miami 21 by Proposing Upland Development Because 25% of the Park Has Already Been Developed.

The proposed construction in excess of 25% of the MAF Park area also violates Section 5.7.1.3 of the Miami 21 Zoning Ordinance, which limits development to 25% of the lot area of CS-zoned land. MAF Park, including the FEC Slip, are zoned CS (Civic Space) under the Miami 21 Zoning Code. Section 5.7.1.3 of Miami 21 specifies that in the Civic Space ("CS") zone, which governs in the Park, "[b]uilding floor area shall not exceed twenty-five percent of the lot area of the Civic Space."

B. The RFP Violates Charter Section 29-B Because It Is Not Supported By Fair Market Value Appraisals.

In addition, even if the BPMT had the authority to issue such an RFP, and the proposal did not violate the City's Miami 21 Zoning Code and Comprehensive Neighborhood Plan, the RFP would be invalid because it does not establish the fair market value based on two independent appraisals as required by Sections 3(f)(iii) and 29-B of the Charter. Instead, the BPMT arbitrarily plugged in a "minimum annual rent" and escalator provision, without the

benefit of independent appraisals certifying the fair market value of the Property and uses proposed.

Section 29-B of the City Charter prohibits the City from leasing publicly owned land for less than fair market value. The seriousness of the fair market value requirement is reflected in the Charter's express prohibition against the City Commission voting to approve a lease of public land without guaranteeing FMV:

Sec. 29-B – City owned property sale or lease – Generally

Notwithstanding any provision to the contrary contained in this Charter or the City Code, and except as provided below, the city commission is prohibited from favorably considering any sale or lease of property owned by the city unless there is a return to the city of fair market value under such proposed sale or lease.

Similarly, as noted above, Section 3(f)(iii) requires that in any lease of City-owned waterfront land, “the terms of the contract [must] result in a fair return to the city based on two independent appraisals.”

Despite the clear requirement of Charter Sections 3(f)(iii) and 29-B, there is no reference in the published RFP to any independent appraisals that support the proposed minimum rent, and without such appraisals, the minimum rent stated is arbitrary and neither the public nor the Commissioners have any idea whether the proposed minimum rent meets the fair market value test. Those figures are wholly arbitrary.

The RFP's muddled suggestion that appraisals can occur after bids are received does not transform the illegal proposal to a legal one. The RFP states, in Section III 5, that “under no circumstances may the City accept a proposal falling below the fair market value determined by the two appraisals conducted by independent state-certified appraisers” and “[t]he Successful Proposer's project shall be subject to a *second* fair market appraisal by two independent appraisers to ensure that the return to the City is equal to or greater than fair market value as required by the City Charter and Code.” The pregnant point here is: how can there be a “second” appraisal when the BPMT never obtained a “first” appraisal?

Without having appraisals in advance and without the FMV from those appraisals being expressly incorporated into the lease, the RFP is illegal. Not only does this improper sequencing violate the Charter, it (as will the entire proposal and process) will subject the City to multiple potential legal challenges by bidders who will, with good reason, allege that the RFP process lacked the consistency required by Florida law. *Glatstein v. City of Miami*, 399 So.2d 1005 (Fla. 3d DCA 1981); *Marriott Corp. v. Metropolitan Dade County*, 383 So.2d 662 (Fla. 3d DCA 1980); *Robinson's, Inc. v. Short*, 146 So.2d 108 (Fla. 1st DCA 1962).

C. Lack of Survey or Legal Description Nullifies The RFP

The RFP issued on January 18, 2019, is also legally defective because it lacks a legal description, a proper address, and a survey showing the exact areas, submerged and upland, to be

conveyed and developed. This omission violates the City Code, Section 18-177(b), which governs “any sale, conveyance, or disposition of any interest, including any leasehold in real property, owned by the city.” Section 18-176(a), provides:

Sec. 18-177. Competitive sealed bidding.

(b) Invitations for bids. An invitation for bids shall include, but not be limited to, all relevant items stipulated in section 18-79(b), as well as all information necessary to describe the particular property interest owned or to be acquired and disposed of, including any conditions or restrictions upon the use of such property.

(Emphasis supplied).

The RFP does not, despite the reference to a non-existent “Exhibit A” in the BPMT’s January 19, 2019 transmittal letter, attach a legal description of the Property that is supposedly going to be leased. Instead, it merely references “801 Biscayne Blvd” and “Folio No. 01-0100-000-120. According to the Miami-Dade County Property Records, 801 Biscayne Blvd includes only the FEC Slip. The RFP nowhere provides any legal description of any kind encompassing any portion of Maurice A. Ferre Park, even though the “property size” is described as: “Approximately 9.91 acres, including upland and submerged land property.” Of that total, “[t]he submerged land is estimated to be approximately 7.75 acres.” RFP, page 4. Yet bidders have no way of knowing what actual land they would control for development if they are successful.

The RFP thus fails to adhere to the Code requirement in Section 18-177(b) to publish “all information necessary to describe the particular property interest . . . to be disposed of.” The RFP is therefore void. *See Flagship Manor, LLC v. Florida Housing Finance Corp.*, 199 So.3d 1090 (Fla. 1st DCA 2016)(where RFA – request for applications for public housing financing -- required applicants to demonstrate that they controlled the property site intended to be developed, the applicant’s omission of a legal description in its submission rendered its bid invalid). *See also Wester v. Belote*, 103 Fla. 976, 138 So. 721 (1931).

D. The RFP Violates County Law By Inviting Bids for a Commercial Marina In the FEC Slip which County Law Limits to Boats Longer Than 100 Feet.

The RFP also violates Miami Dade County’s Protection Guidelines for Essential Manatee Habitat. Under those guidelines, the FEC Slip is restricted in usage as “Freight Terminals/Large Vessel (more than 100’) Berthing.” Despite the 100 foot minimum boat size allowed in the FEC Slip, the RFP, clearly oblivious to the County requirement, purports to offer an invitation to the public to propose a commercial marina that would “[m]aximize boating access and transient dockage participation,” “maximize the number of wet slips on site considering market demand, RFP requirements, and revenue generation,” “[h]ave new docks include modern dock design, with sufficient voltage, metered water, and other utility requirements to provide for the operation of most modern boats commensurate with the slip size.” RFP, at page 19.

Conclusion. For all of the above reasons, the Friends of Maurice A. Ferre Park, LLC, urge this Commission to support and enact the scheduled Resolution (File No. 5733, Agenda Item RE-6) to preclude future commercial development in MAF Park and the FEC Slip. In addition, in an abundance of caution, and in the spirit of upholding the City Charter, City Code, and the Commission's responsibility as steward of the public interest, my clients urge the Commission to take action to reject, nullify, and void the BPMT's "FEC Slip RFP" at the April 11 meeting as well.

Respectfully,

A handwritten signature in black ink that reads "Samuel J. Dubbin, P.A." The signature is written in a cursive style with a large initial 'S'.

Samuel J. Dubbin, P.A.