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**BEFORE THE STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

FLORIDA HOUSING
FINANCE CORPORATION

MOWRY APARTMENTS LLC,

Petitioner,

vs.

FHFC Case # 2024-055BP

RFA No. 2024-203

Application No. 2025-103C

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

**FORMAL WRITTEN PROTEST AND
PETITION FOR ADMINISTRATIVE HEARING**

Petitioner, MOWRY APARTMENTS LLC (“Mowry Apartments”), pursuant to sections 120.57(3), Florida Statutes (“F.S.”), and Rules 28-110 and 67-60, Florida Administrative Code (“FAC”) hereby files this Formal Written Protest and Petition for Administrative Hearing regarding the review, ranking, scoring and eligibility decisions of Respondent, FLORIDA HOUSING FINANCE CORPORATION (“Florida Housing”) in awarding funding pursuant to Request for Application 2024-203 Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County (the “RFA”). In support Mowry Apartments provides as follows:

1. Mowry Apartments is a Florida limited liability company in the business of providing affordable housing. Mowry Apartments address is 1228 E Euclid Avenue, 4th Floor, Cleveland, Ohio 44115.
2. Florida Housing is the allocating agency for the State of Florida that was granted the authority to issue the RFA for the purpose of construction, redevelopment, or rehabilitation of

much needed affordable housing. Florida Housing's address is 227 North Bronough Street, Suite 500, Tallahassee, Florida 32301.

3. On June 18, 2024, Florida Housing issued the RFA which in relevant part offered funding as follows:

SECTION ONE INTRODUCTION

This Request for Applications (RFA) is open to Applicants proposing the development of affordable, multifamily housing located in Miami-Dade County.

Under this RFA, Florida Housing Finance Corporation (the Corporation) expects to have an estimated \$9,957,110 of Housing Credits available for award to proposed Developments.

The Corporation is soliciting applications from qualified Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of all Exhibits, applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards.

4. Through the issuance of the RFA, Florida Housing sought to solicit proposals from qualified applicants that would provide affordable housing consistent with the terms and conditions of the RFA, applicable laws, rules, and regulations.

5. On July 11, 2024, Mowry Apartments submitted its Application in response to the RFA that included information concerning the development of a 120 unit complex in Miami-Dade County, Florida, named Mowry Drive Apartments.

6. Through the Application, Mowry Apartments was requesting funding to develop affordable housing. Florida Housing received 54 applications in response to the RFA.

7. On August 7, 2024, the designated Review Committee met and considered the Applications submitted in response to the RFA. At the meeting the Review Committee orally

listed and manually input the scores for each section of the Applications and ultimately made a recommendation to the Florida Housing Board of Directors (“Board”) for their consideration. The Review Committee consisted of Florida Housing staff. During the meeting, the Review Committee found Mowry Apartments’ Application to be eligible. The Review Committee, however, did not award Mowry Apartments’ Application funding. Instead, the Committee recommended funding to 3 other Applications including the Apogean Apartments Application No. 2024-066C (“Apogean”).

8. On August 23, 2024, the Board accepted and approved the Review Committee’s ranking and funding recommendation resulting in 3 Applications being tentatively awarded funding.

9. On August 28, 2024, Mowry Apartments timely filed its Notice of Intent to Protest. (See Exhibit A) This Formal Written Protest is being timely filed and Florida Housing has waived the bid protest bond requirement for the RFA.

10. As the owner and developer of a proposed project seeking funding through the RFA, Mowry Apartments is substantially affected by the review, scoring, and ranking of the responses to the RFA. The results of this proceeding, as well as others that may be filed, affect Mowry Apartments’ ability to obtain funding through the RFA.

11. Consistent with the primary mission and goal of the RFA, Mowry Apartments seeks to provide much needed affordable housing in Miami-Dade County. Without the funds provided by the RFA, Mowry Apartments will be unable to provide this much needed housing. Accordingly, Mowry Apartments’ substantial interests are affected by the decisions made by Florida Housing.

12. In this action Mowry Apartments challenges the eligibility and funding determinations made by Florida Housing as they relate to the Apogean Application. Specifically, Mowry Apartments challenges the Medical Facility selected and the Local Government Verification of Contribution Form provided by Apogean. If successful in its challenge, Mowry Apartments will move into the funding range as the highest ranked Family Application eligible for funding.

Local Government Fee Waiver Form

13. In first addressing the Contribution Form issue, the RFA awards five (5) Local Government Contribution points for applicants that have received a “Local Government grant, loan, **fee waiver** and/or fee deferral that is effective as of the Application Deadline, is in effect at least through December 31, 2024, and has a face amount whose dollar amount is equal to or greater than \$100,000”.

14. To earn these points, Apogean at Attachment 11 submitted a Local Government Verification of Contribution – Fee Waiver Form (The “Fee Waiver Form”). The Fee Waiver Form identified Miami-Dade County as the Local Government authorized to waive the listed fees. The Fee Waiver Form goes on to identify the fees allegedly being waived as: “Road Impact Fees, Park Impact Fees, Police Services Impact Fees, Fire Impact Fees less administrative costs” in the amount of \$675,699.73. (See Exhibit B)

15. In general, impact fees are paid to the relevant local government before the issuance of a building permit. They are designed to lessen the burden a new development will place on local services, such as police departments, fire rescue services, parks, and roads.

16. The jurisdiction responsible for collecting impact fee varies based on the location of the development and the type of fee at issue. If the development is proposed to be built within

the limits of a city, impact fees are typically due to that city. If the development is to be built in the unincorporated county, typically fees are paid to the county.

17. In the instant case the Apogean proposed Development will be built in the City of Hialeah, Florida. The Fee Waiver Form submitted by Apogean, nonetheless identifies Miami-Dade as the jurisdiction waiving the listed impact fees and lists several code sections implemented by Miami-Dade County. (Ord. 88-112, Miami-Dade County Road Impact Fee Ordinance; Ord. 90-59, Parks Impact Fees for Parks in Unincorporated Miami-Dade County; Ord. 90-36, Pelia Service Impact Fee Ordinance for services in Unincorporated Miami-Dade County; and Ord. 90-26 Miami-Dade County Fire and Emergency Medical Service Impact Fee Ordinance.) The Apogean Fee Waiver Form was signed by Mrs. Cathy Burgess, Chief Community Services Officer of Miami-Dade County.

18. In the instant case given the location of the proposed Development, Police Service Impact Fees, Fire Impact Fees, and Park Impact Fees for the proposed Development are payable not to Miami-Dade County but instead to the City of Hialeah. Only Road and Traffic Impact Fees would actually be paid to Miami-Dade County. Upon knowledge and belief impact fees payable to Miami-Dade County based on the number of units and size of the proposed project would be \$412,782.00. It is believed that fees payable to the City of Hialeah would be approximately \$298,494.43.

19. Accordingly, the amount indicated on the Fee Waiver Form is not accurate. It appears that Apogean has added together fees owed to and to be waived by the two distinct local governments Miami-Dade County on the one hand and the City of Hialeah on the other. This fact is confirmed by an email from Mr. Keith Richardson, Development of Regulatory and Economic Resources, Impact Fee Section, Miami-Dade County. (See Exhibit C) Upon knowledge and belief,

Mrs. Cathy Burgess does not have authority to waive fees paid to the City of Hialeah but can only waive fees paid to Miami-Dade County.

20. As to the City waiving fees, the City of Hialeah, as mandated by Ordinance 2021-059 at sec. 98-2526 "Exemptions", only exempts impact fees for affordable housing properties developed and owned by the City of Hialeah or the Hialeah Housing Authority. No information in the Apogean Application indicates any ownership interest by the City of Hialeah or the Housing Authority in the proposed Development. Based on the Ordinance language it appears the City of Hialeah could not even waive any impact fee for the Apogean proposed Development. (See Exhibit D)

21. At best, Miami-Dade County could only waive the obligation to pay Road and Transportation Impact Fees, the fees that would actually be collected by Miami-Dade County. Upon knowledge and belief that amount does not equal \$675,699.73.

22. The Fee Waiver Form specifically provides that an "Applicant will not receive credit for th[e] contribution if the certification is improperly signed." In the instant case the Fee Waiver Form was improperly signed by Mrs. Burgess and it should not be accepted and Apogean is not entitled to an award of 5 points. Additionally, a funding shortfall results if \$675,699.73, the amount identified in the Fee Waiver Form, is not considered.

23. In addition to the shortfall created by the Fee Waiver Form, the Apogean Application has another issue in its Development Cost Proforma concerning the amount identified as "Local Government Fees and Taxes."

24. The RFA at page 62 of 145 provides instructions as to how the Development Costs section of the Development Cost Proforma should be filled out. Specifically, the RFA provides

that “Local Government Fees and Taxes may include Building Permit, Impact Fees, Property Taxes and Utility Connection Fee.”

25. At page 21 of its Exhibit A, Apogean in its Development Cost Proforma listed \$100,000 for its Local Government Fees and Taxes. Upon knowledge and belief and as confirmed by Miami-Dade County the impact fees for the Apogean proposed Development alone after any waiver will be approximately \$115,652.70 which is \$15,652.00 more than indicated in the cost Proforma. This figure of \$115,652.70 apparently does not consider the cost of any of the other listed local government fees including building permit, property taxes or utility connection fees. Given that the Apogean Development cost Proforma only includes a surplus of \$2,319.00, Apogean will necessarily have a funding shortfall.

26. Additionally in its Development Cost Proforma Apogean lists \$510,320 as “Other”. At page 22 of its Exhibit A Apogean explains “Other” as “Utility Connection, Fees, PIP Bond, Building Permit”.

27. Upon knowledge a belief this listed amount does not accurately reflect the true amount of the listed costs. Upon knowledge and belief the Building Permit Fee and Utility Connection Fees alone would approximately be \$451,203.40. leaving only \$54,116.60 to amount for any “P&P Bond cost. It is unclear how the “Other” amount identified in the Cost Proforma can be accurate.

Medical Facility

28. Next, in addressing the Medical Facility issue, the RFA defines Medical Facility as follows:

A medically licensed facility that (i) employs or has under contractual obligation at least one physician licensed under Chapter 458 or 459, F.S. available to treat patients by walk-in or by appointment; and (ii) **provides general medical treatment to any**

physically sick or injured person. Facilities that specialize in treating specific classes of medical conditions or specific classes of patients, including emergency Page 75 of 117 RFA 2018-112 rooms affiliated with specialty or Class II hospitals and clinics affiliated with specialty or Class II hospitals, will not be accepted.

Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.

(emphasis added)

29. Apogean identified DeLaCalle Medical Center as its designated Medical Facility for purposes of proximity points.

30. As indicated on the DeLaCalle Medical Center's webpage, however the Center provides medical services to persons "5 years and older." (See Exhibit E) This result has been confirmed by several calls to DeLaCalle Medical Center. Additionally, an email from the Center specifically confirmed that it does not serve patients under 5 years of age. (See Exhibit F)

31. The Medical Facility listed by Apogean will not support the families that will be living at the proposed Development specifically anyone under 5 years of age. The Medical Facility identified by Apogean is not acceptable under the provisions of the RFA in that it does not provide general medical treatment to any physically sick or injured person under 5 years of age. Apogean should not receive 3.5 proximity points.

32. Based on the subtraction of 3.5 proximity points, Apogean is only entitled to 11.5 proximity points which is below the proximity preference eligibility requirement for this RFA. The Apogean Application should fall in the rankings accordingly with the Mowry Apartments Application moving up and taking its place in the rankings.

33. Material issues of disputed fact:

- a. Whether Florida Housing has acted in an arbitrary or capricious manner in awarding funding in this RFA to Apogean.
- b. Whether Apogean has provided an accurate Fee Waiver Form.

- c. Whether the Apogean Application has a funding shortfall.
- d. Whether Apogean has identified a Medical Facility which satisfies the requirements of the RFA.
- e. Whether any errors committed by Apogean in its Application can be waived as minor irregularities.

34. Mowry Apartments reserves the right to amend this petition as more facts and issues are discovered.

WHEREFORE, Mowry Apartments requests that a settlement meeting be scheduled and to the extent no settlement is reached a hearing scheduled and ultimately the entry of a Recommended and Final Order determining that Florida Housing's review and scoring of Applications was contrary to the RFA specifications and to Florida Housing's governing statutes, rules and policies to such an extent as to be arbitrary, capricious, contrary to competition, and clearly erroneous and awarding funding to Mowry Apartments as the next highest ranking Application.

Respectfully submitted,

CARLTON, FIELDS

/s/ Michael P. Donaldson

MICHAEL P. DONALDSON

Florida Bar No. 0802761

Post Office Drawer 190

215 S. Monroe St., Suite 500

Tallahassee, Florida 32302

Email: mdonaldson@carltonfields.com

Counsel for Mowry Apartments LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original of the foregoing Formal Written Protest and Petition for Administrative Proceedings has been filed by e-mail with the Corporation Clerk, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301, this 9th day of September 2024.

/s/ Michael P. Donaldson
MICHAEL P. DONALDSON



ATTORNEYS AT LAW

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Atlanta
Florham Park
Hartford
Los Angeles
Miami
New York
Orlando
Tallahassee
Tampa
Washington, DC
West Palm Beach

August 28, 2024

Florida Housing Finance Corporation
Ana McGlamory, CP, FCP, FRP
Corporation Clerk
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

ELECTRONIC TRANSMISSION

Re: RFA 2024-203 – Housing Credit Financing For Affordable Housing
Developments Located In Miami-Dade County

Dear Ms. McGlamory:

On behalf of Mowry Apartments LLC (“Mowry Apartments”) (2025-103C) this letter constitutes a Notice of Intent to Protest (“Notice”) filed pursuant to sections 120.569 and 120.57(3), Florida Statutes, Rules 28-110.003 and 67.60.009, Florida Administrative Code, and the RFA.

This Notice is being filed within 72 hours (not including weekends and holidays) of the posting of the RFA on the Florida Housing’s website on August 23, 2024, at 10:02 a.m. Mowry Apartments reserves the right to file a formal written protest within (10) days of the filing of this Notice pursuant to section 120.57(3), Florida Statutes.

Sincerely,

Michael P. Donaldson
Michael P. Donaldson

MPD/rb

cc: Sophia Knight

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - FEE WAIVER FORM**

Name of Development: Apogean Apartments

Development Location: 955 SE 12th Street, Hialeah, FL
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Miami-Dade, pursuant to Ord. 88-112, 90-59, 90-31, and 90-26, waived the following fees:

(Reference Official Action, cite Ordinance or Resolution Number and Date)
Road Impact Fees, Park Impact Fees, Police Services Impact Fees, Fire Impact fees less administrative charges.

Amount of Fee Waiver: \$ 675,649.73

No consideration or promise of consideration has been given with respect to the fee waiver. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. This fee waiver must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.



Signature
Chief Community Services Officer

Print or Type Title

Cathy Burgos, LCSW

Print or Type Name
6/27/24

Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev 07-2022)

From: Richardson, Keith (RER) <Keith.Richardson@miamidade.gov>
Sent: Tuesday, August 20, 2024 11:45 AM
To: Bill Zunamon <WZunamon@nrpgroup.com>
Subject: RE: Impact Fee Analysis and Potential County Waivers

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bill,

My best guess is that someone calculated that number independently without reaching out to our section. It has happened in the past, so I wouldn't be surprised if that is the case here.
By the looks of it, they are including Fire, Police, and Parks in their calculation, but we do not collect those fees for Hialeah.

Regards,

Keith Richardson, P.E.
Department of Regulatory and Economic Resources
Impact Fee Section
1100 SW 26th Street
Miami, Florida 33175
Phone: 786-345-2606
<http://www.miamidade.gov/economy/>

From: Bill Zunamon <WZunamon@nrpgroup.com>
Sent: Tuesday, August 20, 2024 11:27 AM
To: Richardson, Keith (RER) <Keith.Richardson@miamidade.gov>
Subject: RE: Impact Fee Analysis and Potential County Waivers

EMAIL RECEIVED FROM EXTERNAL SOURCE

Keith-

Thanks for taking a couple of minutes to speak with me.

As mentioned, the attached form appears to be for the same location of that analysis that you put together for me in your below.

I'm curious to understand how they arrived at a waiver amount of \$675,649.73 compared to the \$412,782.00 that you had quoted me on the same parcel.

Appreciate you looking into this for me and please let me know if you need me to provide any additional information for your analysis.

EXHIBIT C

Thanks,

Bill Zunamon

wzunamon@nrpgroup.com

O: 216.820.4625 | C: 847 287-2322

ORDINANCE NO. 2021-059

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AMENDING AND CONSOLIDATING CERTAIN PROVISIONS OF THE CITY OF HIALEAH CODE OF ORDINANCES RELATED TO IMPACT FEES, SPECIFICALLY CHAPTER 98, ARTICLE VIII ENTITLED PARK, RECREATION AND OPEN SPACE IMPACT FEE; PROVIDING FOR UNIFORMITY AND CONSISTENCY OF IMPACT FEE ADMINISTRATION AND PROCEDURES; PROVIDING FOR REORGANIZATION, REVISIONS, ADDITIONS AND DELETIONS TO EFFECTUATE CONSOLIDATION OF IMPACT FEE CODE PROVISIONS; ADOPTING AN UPDATED SCHEDULE OF PARK, RECREATION AND OPEN SPACE IMPACT FEES; PROVIDING FOR THE IMPOSITION OF NEW POLICE IMPACT FEES; PROVIDING DEFINITIONS, RULES OF CONSTRUCTION AND FINDINGS; ADOPTING A SCHEDULE OF POLICE IMPACT FEES AND CLASSIFYING USES OF PROPERTY SUBJECT TO SUCH IMPACT FEES; PROVIDING FOR THE USE OF POLICE IMPACT FEE MONIES COLLECTED; PROVIDING FOR THE IMPOSITION OF NEW TRANSPORTATION IMPACT FEES; ADOPTING A SCHEDULE OF TRANSPORTATION IMPACT FEES AND CLASSIFYING USES OF PROPERTY SUBJECT TO SUCH IMPACT FEES; PROVIDING FOR THE USE OF TRANSPORTATION IMPACT FEE MONIES COLLECTED; PROVIDING FOR EXEMPTIONS IN CONNECTION WITH IMPACT FEES; PROVIDING FOR THE CALCULATION OF ALTERNATIVE IMPACT FEES; PROVIDING FOR CHANGES OF SIZE AND USE; PROVIDING FOR PAYMENT AND COLLECTION OF IMPACT FEES; PROVIDING AN ALTERNATIVE COLLECTION METHOD FOR IMPACT FEES; PROVIDING FOR IMPACT FEE CREDITS; REQUIRING PERIODIC REVIEW OF IMPACT FEE STUDIES AND THIS ORDINANCE; DECLARATION OF EXCLUSION FROM THE ADMINISTRATIVE PROCEDURE ACT; RENUMBERING CERTAIN SECTIONS OF CHAPTER 98 TO CONFORM TO THE AMENDMENTS ADOPTED HEREIN; PROVIDING FOR NOTICE OF THE UPDATED SCHEDULE OF PARK, RECREATION AND OPEN SPACE IMPACT FEE AND FOR THE IMPOSITION OF POLICE IMPACT FEES AND TRANSPORTATION IMPACT FEES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATIONS HEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 98, Article VIII, of the Code of Ordinances, City of Hialeah, Florida provide for the imposition of (i) park, recreation and open space impact fees to fund the acquisition of public facilities necessitated by new growth and development; and

WHEREAS, the City Council has considered the studies recently prepared by Walter H. Keller, Inc. related to updating the City's park, recreation and open space impact fees and establishing new police impact fees and transportation impact fees; and

WHEREAS, this Ordinance is adopted for purposes of (i) updating the City's park, recreation and open space impact fees, (ii) establishing new police impact fees and transportation impact fees, and (iii) consolidating the impact fee provisions of Chapter 98 of the City Code into a single comprehensive ordinance providing for uniform and consistent administration procedures for all impact fees imposed thereunder.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: Effective as of October 1, 2021, Chapter 98, Article VIII entitled Park, Recreation and Open Space Impact Fee is hereby amended and restated in its entirety as follows:

CHAPTER 98

* * *

ARTICLE VIII. – IMPACT FEES

DIVISION 1. – GENERALLY

Sec. 98-2521. - Short title; applicability; purpose.

(a) This article shall be known and may be cited as the "City of Hialeah, Florida Consolidated Impact Fee Ordinance."

(b) This article shall apply to the development of property within the boundaries of the city.

(c) The purpose of this article is to provide for the imposition and collection of impact fees to fund the public facilities necessary to serve the demands of new development and to require that future growth contributes its fair share to the cost of additions and improvements to city facilities in amounts reasonably anticipated to offset the impacts and demands generated by such growth. This cost does not include costs associated with operation, maintenance or repair of City facilities, or increases to standards or levels of service unrelated to meeting the impacts and demands of new growth and development.

Sec. 98-2522. – Definitions.

Notwithstanding the definitions provided for in Section 98-1, when used in this Article VIII, the following terms shall have the following meanings, unless the context otherwise clearly requires in which case, the definition shall be as provided in Section 98-1:

"Accessory Use or Structure" means any use or structure, clearly incidental, subordinate and related to the principal use or structure and located on the same lot with such principal use or structure. The term shall include but not be limited to satellite dish antennas, windmills, solar energy equipment, detached garages and carports, above-grade swimming pools and utility sheds.

"Apartment" shall mean a rental Dwelling Unit located within the same Building as other Dwelling Units.

"Applicant" shall mean the Owner, or duly designated agent of the Owner, who applies for a Building Permit.

"Building" shall mean any relatively permanent, immobile structure with an impervious roof built for the support, shelter or enclosure of persons, animals, chattels or property of any kind. The term "building" shall be construed as if followed by the words "or part thereof." This term shall include trailers, mobile homes or any other vehicles serving in any way the function of a building. This term shall not include temporary construction sheds or trailers erected to assist in construction and maintained during the term of construction.

"Building Permit" shall mean an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the construction or siting of any Building. "Building Permit" shall also include site plan approvals, or other development orders for those activities, structures, or Buildings that do not require a Building Permit in order to be undertaken.

"Capital Facilities" shall mean City facilities, improvements, infrastructure and equipment for which Impact Fees are imposed hereunder.

"Certificate of Occupancy" shall mean a document or action certifying compliance with applicable building, land development, or zoning laws and regulations, and authorizing the occupancy of any Building, or parts thereof. The term "Certificate of Occupancy" shall include, but not be limited to, tie-down permits or other final inspection sign-off for those structures or Buildings, such as a Mobile Home, that may not require a Certificate of Occupancy, final City approval where no Certificate of Occupancy is required for the construction or occupation of a Building, structure or use of land, and/or any functional equivalent of a Certificate of Occupancy.

"City" shall mean the City of Hialeah, Florida.

"City Clerk" shall mean the City Clerk of the City of Hialeah, Florida.

"Commercial" shall mean an establishment engaged in the selling or rental of goods, services or entertainment to the general public. Such uses include, but are not limited to, offices, retail, shopping centers, discount stores, supermarkets, home improvement stores, building, material and lumber stores, garden centers, car dealerships, convenience markets, furniture stores, pharmacies, restaurants, bars, nightclubs, automobile sales and service, banks, movie theaters, amusement arcades, bowling alleys, golf courses open to the public, marinas, movie theaters, barber shops, laundromats, funeral homes, private vocational or technical schools, dance studios, health clubs, racquet clubs, banquet halls and conference facilities, hotels, motels and lodging facilities.

"Comprehensive Plan" means the City's long-range planning guide prepared and adopted by the City in accordance with Part II, Chapter 163, Florida Statutes.

"Condominium" shall mean a single-family or time-sharing ownership unit that has at least one other similar unit within the same building structure. The term Condominium includes all fee simple or titled multi-unit structures, including townhouses.

"Council" shall mean the City Council of the City of Hialeah, Florida.

" Dwelling Unit" shall mean a single housing unit providing complete, independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking and sanitation. The term "dwelling" is synonymous.

"Educational Board" shall mean a district school board, a Florida College System institution board of trustees, and/or a university board of trustees. The term "Educational Board" does not include the State Board of Education or the Board of Governors.

"Encumbered" shall mean a commitment by contract, appropriation or purchase order in a manner that obligates the City to expend the Encumbered amount upon delivery of goods, the rendering of services or the conveyance of real property by a vendor, supplier, contractor or Owner or approval of the expenditure of funds in an approved budget, including expenditures for payment of debt service on municipal bonds or other debt obligations of the City secured in whole or in part by the Impact Fees contemplated hereunder.

"Finance Director" shall mean the Finance Director of the City of Hialeah, Florida.

"Governmental Use" shall mean and refer to the use of property exclusively for public purposes by, and which property is owned or leased by, the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district, a school district, or a municipal corporation, or any department or branch thereof.

"Impact Construction" shall mean land construction or improvement designed or intended to permit a use of the land which will contain more Dwelling Units, Buildings or Square Footage than the existing use of land, or to otherwise change the use of the land in a manner that increases the impact upon Capital Facilities.

"Impact Fee Coordinator" shall mean the person designated by the Mayor to be responsible for the administration of the Impact Fees or such person's designee.

"Impact Fee Land Use Category" shall mean those categories of land use incorporated in the Impact Fee Rate Schedules hereunder.

"Impact Fees" shall mean collectively the impact fees imposed by the City pursuant to this Article and Sections 163.31801 and 166.021, Florida Statutes.

"Impact Fee Studies" shall mean collectively the Park, Recreation and Open Space Impact Fee Study dated May 21, 2021, the Police Impact Fee Study dated May 21, 2021 and the Transportation Impact Fee Study dated May 21, 2021, each prepared by Walter H. Keller, Inc., for the City of Hialeah, Florida, as such studies may amended and supplemented pursuant to Section 98-2533.

"Industrial" shall mean an establishment primarily engaged in the fabrication, assembly or processing of goods. Typical uses include manufacturing plants, welding shops, wholesale bakeries, dry cleaning plants, bottling works and research and development centers.

"Institutional" shall mean an establishment or use which is assigned a Florida Department of Revenue property use code of "70" through "79," indicative of institutional use. Typical uses include private schools, private hospitals, orphanages, cemeteries, sanitoriums and nursing homes.

"Manufactured Dwelling" means a dwelling fabricated in a manufacturing facility and bearing a seal certifying it is constructed to standards as adopted under the authority of Chapter 553, pt. IV, Florida Statutes, and any administrative rules adopted thereunder.

"Mobile Home" shall mean a Dwelling Unit with all of the following characteristics: (1) designed for long term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower bath, and kitchen facilities, with

plumbing and electrical connections provided for attachment to outside systems; (2) designed for transportation after fabrication on streets or highways on its own wheels; and (3) arriving at the site where it is to be occupied as a dwelling complete, including major appliances, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundations, connection to utilities and the like. The term "Mobile Home" shall include Manufactured Dwellings. A travel trailer or recreational vehicle (RV) is not considered a Mobile Home.

"Multi-Family Residential" shall mean Dwelling Units located within the same Building as other Dwelling Units, including Apartments, Condominiums, townhouses and duplexes.

"Office" shall mean a Building not located in a shopping center and exclusively containing establishments providing executive, management, administrative or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or child care facilities. Typical uses include real estate, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics and kennels; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations.

"Ordinance" shall mean this Ordinance.

"Owner" shall mean any person, group of persons, firm, corporation or other legal entity having legal title to any specific lands in question.

"Person" shall mean any individual, corporation, governmental agency, business trust, estate, trust, partnership, association, property owners' association, two (2) or more persons having a joint or common interest, governmental agency, or other legal entity.

"Single-Family Residential" means a Building containing only one Dwelling Unit, detached or attached.

"Square Footage" shall mean the gross area measured in feet from the exterior faces of exterior walls or other exterior boundaries of the Building, excluding areas within the interior of the Building which are used for parking.

"Warehouse" shall mean an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, activities involving significant

movement and storage of products or equipment, and self-storage facilities. Typical uses include wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations, major mail processing centers and mini-warehouses.

Sec. 98-2523. – Findings.

It is hereby ascertained, determined and declared as follows:

(a) Pursuant to Article VIII, Section 2 of the Florida Constitution and Sections 166.021 and 166.041, Florida Statutes, the Council has all governmental, corporate and proprietary power to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law, and such power may be exercised by the enactment of legislation in the form of City ordinances.

(b) Development and redevelopment necessitated by the growth contemplated in the Comprehensive Plan and the Impact Fee Studies will require improvements and additions to the Capital Facilities to accommodate the new development generated by such growth and maintain the standards and levels of service provided by the City.

(c) Future growth, as represented by Impact Construction, should contribute its fair share to the cost of improvements and additions to the City facilities that are required to accommodate the impact generated by such growth.

(d) The Impact Fees are necessary to offset the costs to the City associated with meeting the necessary public service and facility demand created by projected new residential and non-residential development or redevelopment.

(e) The amount of the Impact Fees contemplated hereunder bears a reasonable relationship to the burden imposed upon the City to provide the new public facilities addressed in the Impact Fee Studies to new development.

(f) A reasonable connection, or rational nexus, exists between the projected new development and the need for additional public facilities to be funded by the Impact Fees.

(g) A reasonable connection, or rational nexus, exists between the expenditure of the funds collected pursuant to this Article and the benefits accruing to new development through the new capital facilities acquired by such expenditure.

(h) The Impact Fees adopted hereunder are proportional and reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or nonresidential construction.

(i) The Impact Fees adopted hereunder are proportional and reasonably connected to, or have a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(j) The required improvements and additions to City facilities needed to eliminate any deficiencies shall be financed by revenue sources of the City other than Impact Fees.

(k) Implementation of the Impact Fees to require Impact Construction within the City to contribute its fair share to the cost of required capital improvements is an integral and vital element of the regulatory plan of growth management of the City.

(l) The Council expressly finds that the improvements and additions to the City facilities to be funded by the respective Impact Fees adopted hereunder provide a benefit to all Impact Construction within the City that is in excess of the actual Impact Fees.

(m) The purpose of this Article is to regulate the development of land within the City by requiring payment of Impact Fees by Impact Construction and to provide for the cost of capital improvements to City facilities which are required to accommodate such growth. This Article shall not be construed to permit the collection of Impact Fees in excess of the amount reasonably anticipated to offset the demand on the Capital Facilities generated by such applicable Impact Construction.

(n) This Article includes procedures for accounting and reporting of impact fee collections and expenditures in order to assure compliance with applicable legal requirements.

(o) This Article establishes and requires separate accounting funds for the respective Impact Fees adopted hereunder.

(p) This Article requires audits of the City's financial statements to include an affidavit of the Finance Director stating that the requirements of Section 163.31801, Florida Statutes, have been complied with.

(q) The administrative fees set forth herein are equal to or lower than the City's actual costs for collection of the Impact Fee including the actual costs related to the administration and the collection process.

Sec. 98-2524. – Rules of construction.

For the purposes of administration and enforcement of this Article, unless otherwise stated in this section, the following rules of construction shall apply:

(a) In case of any difference of meaning or implication between the text of this Article and any caption, illustration, summary table, or illustrative table, the text shall control.

(b) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.

(c) Words used in the present tense shall include the future and words in the singular shall include the plural and the plural the singular, unless the context clearly indicates the contrary.

(d) The phrase "used for" includes "arranged for," "designed for," "maintained for," or "occupied for."

(e) Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either . . . or" the conjunction shall be interpreted as follows:

(1) And indicates that all the connected terms, conditions, provisions or events shall apply.

(2) Or indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

(3) Either/or indicates that the connected items, conditions, provisions or events shall apply singly but not in combination

(f) The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

(g) All time periods contained within this Article shall be calculated on a calendar day basis, including Sundays and legal holidays, but excluding the date of the Council's decision in the event of an appeal. In the event the due date falls on a Sunday or a legal holiday, the due date shall be extended to the next business day.

Sec. 98-2525. – Impact fee studies.

The Council hereby incorporates the Impact Fee Studies by reference, particularly the assumptions, conclusions and findings in such studies as to the allocation of anticipated costs of capital improvements and additions to the respective City facilities among the various property uses and those assumptions, conclusions and findings in such studies as to the determination of anticipated costs of additions required to accommodate growth. Copies of the Impact Fee Studies and this Ordinance shall be available to the public in the office of the City Clerk.

Sec. 98-2526. – Exemptions.

The following shall be exempted from payment of the Impact Fees adopted in this Article:

(a) Alterations, expansion or replacement of an existing Dwelling Unit where no additional Dwelling Units are created.

(b) The construction of Accessory Uses or Structures, which will not create an additional impact on the respective Capital Facilities.

(c) The replacement of a Building or Dwelling Unit where no additional Dwelling Units or Square Footage are created and where the existing and replacement Buildings or Dwelling Units are located on the same lot. A Certificate of Occupancy must have been issued for such replacement Building or Dwelling

Unit within five (5) years of the date the previous Building or Dwelling Unit was previously occupied, otherwise no exemption shall be granted.

(d) The issuance of a tie-down permit for a mobile home on which the applicable Impact Fee has previously been paid for the lot upon which the mobile home is to be situated.

(e) All public educational and ancillary plants constructed by an Educational Board, to the extent such exemption is required by Section 1013.371(1)(a), Florida Statutes, or any successor statute or law.

(f) Charter school facilities, to the extent such exemption is required by Section 1002.33(18)(d), Florida Statutes, or any successor statute or law.

(g) Affordable housing properties developed and owned by the City or the Hialeah Housing Authority.

(h) Governmental Use. However, any Impact Fee exemption issued for a Governmental Use shall expire if an alteration causes the Building or development to no longer be for Governmental Use.

Sec. 98-2527. - Changes of size and use.

An Impact Fee shall be imposed and calculated for the alteration, expansion or replacement of a Building or Dwelling Unit or the construction of an Accessory Use or Structure if the alteration, expansion or replacement of the Building or Dwelling Unit or the construction of an Accessory Use or Structure results in a land use determined to generate greater impact than the present use under the applicable Impact Fee rate schedules adopted in this Article. The Impact Fee imposed shall be calculated as follows:

(a) If the Impact Fee is calculated on a per Dwelling Unit basis and not on the basis of Square Footage, the Impact Fee imposed shall be the amount due under the applicable Impact Fee rate schedule for the Impact Fee Land Use Category resulting from the alteration, expansion or replacement, less the Impact Fee that would have been imposed under the applicable Impact Fee rate schedule for the Impact Fee Land Use Category prior to the alteration, expansion or replacement.

(b) If the Impact Fee is calculated on the basis of Square Footage, in the event the Square Footage of a Building is increased, the Impact Fee due for the increased Square Footage represented by the Impact Construction shall be calculated by determining the Impact Fee due according to the Square Footage resulting from the alteration, expansion or replacement, less the Impact Fee that would have been imposed for the original Square Footage prior to the alteration, expansion or replacement.

(c) If the use of a Building is changed after payment of the Impact Fee which results in a change in the applicable Impact Fee Land Use Category of the Building and such change is determined to generate a greater impact than the present use, the additional Impact Fee due for the change in use shall be calculated

by determining the Impact Fee due according to the Square Footage of the Building under the new Impact Fee Land Use Category less the Impact Fee that was imposed for the Square Footage of the Building under the original Impact Fee Land Use Category.

(d) If an Impact Fee is imposed for an Accessory Use or Structure because such Accessory Use or Structure is determined to generate a greater impact than the present use, the fee shall be that applicable to the Impact Fee Land Use Category for the primary Building.

Sec. 98-2528. - Payment.

(a) Except as otherwise provided in this Article, an Applicant shall pay the applicable Impact Fee(s) adopted in this Ordinance directly to the City on the date of issuance of the Building Permit for the applicable Impact Construction. Payment of the Impact Fees shall be a condition precedent to issuance of a Building Permit for the Impact Construction.

(b) The payment of the Impact Fees shall be in addition to all other fees, charges or assessments due for the issuance of a Building Permit, Certificate of Occupancy, plat and/or any other applicable land development approvals.

(c) The obligation for payment of the Impact Fees shall run with the land.

Sec. 98-2529. – Alternative impact fee.

(a) In the event an Owner believes that the impact to the City facilities caused by proposed Impact Construction will be less than the impact established in the Impact Fee Studies and the Impact Fee Rates Schedules provided herein, such Owner may file an Alternative Impact Fee Study with the Impact Fee Coordinator. The Impact Fee Coordinator shall review the alternative calculations and make a determination within thirty (30) days of submittal as to whether such calculations comply with the requirements of this Section.

(b) For purposes of any Alternative Impact Fee calculation, the Impact Construction shall be presumed to have the maximum impact on City facilities.

(c) The Alternative Impact Fee calculation shall be based on data, information or assumptions contained in this Article and the Impact Fee Studies or independent sources, provided that the independent source is a local study supported by local data adequate for the conclusions contained in such study performed pursuant to a generally accepted methodology of planning and local cost impact analysis which is consistent with the Impact Fee Studies.

(d) If the Impact Fee Coordinator determines that the data, information and assumptions utilized by the applicant comply with the requirements of this Section and that the calculation of the Alternative Impact Fee was by a generally accepted methodology that is consistent with the Impact Fee Study, then the Alternative Impact Fee shall be paid in lieu of the fees adopted hereunder.

(e) If the Impact Fee Coordinator determines that the data, information and assumptions utilized by the applicant to compute an Alternative Impact Fee do not comply with the requirements of this Section, then the Impact Fee Coordinator shall provide to the Owner by certified mail, return receipt requested, written notification of the rejection and the reasons therefore.

Sec. 98-2530. – Applicability.

This Article and the obligations herein for the payment of Impact Fees shall apply to all Impact Construction that applies for a Building Permit on or after October 1, 2021, with such fees collected on the same date as, and as a prerequisite to, issuance of the Building Permit. Provided however, the Impact Fee rates set forth herein shall not be effective until the expiration of the publication and notice period set forth in Sec. 98-2535 hereof.

Sec. 98-2531. – Developer contribution credit.

(a) A credit may be granted against the respective Impact Fees imposed hereunder for the donation of land or equipment or for the construction of capital facilities for the City otherwise funded by an Impact Fee, required pursuant to a development order of the City or voluntarily made in connection with an Impact Construction. Such land donation and construction and improvement shall be subject to approval by and acceptance of the Council. No credit shall be given for the donation of land or equipment or construction unless such property is conveyed in fee simple to the City without remuneration.

(b) Prior to issuance of a Building Permit, the Applicant shall submit a proposed plan for donations or contributions to the Capital Facilities to the Impact Fee Coordinator. The proposed plan shall include:

- (1) a designation of the Impact Construction for which the plan is being submitted;
- (2) a legal description of any land proposed to be donated and a written appraisal prepared in conformity with subsection (e) of this section;
- (3) a list of the contemplated contributions to the Capital Facilities and an estimate of the proposed construction costs certified by a professional architect or engineer; and
- (4) a proposed time schedule for completion of the proposed plan.

(c) Upon receipt of the proposed plan, the Impact Fee Coordinator shall schedule a hearing before the Council at a regularly scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the Applicant and Owner written notice of the time and place of the hearing. Such hearing shall be held within sixty (60) days of the receipt of the proposed plan from the Applicant. Such hearing shall be conducted in a manner designed to obtain all information and evidence relevant to the request. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a

fair and impartial manner providing an opportunity to be heard and to present information and evidence.

(d) At this hearing, the Council shall determine:

(1) if such proposed plan is in conformity with contemplated improvements and additions to the Capital Facilities;

(2) if the proposed donation of land or equipment or proposed construction is consistent with the public interest; and

(3) if the proposed time schedule is consistent with the City's capital improvement program for the Capital Facilities.

(e) The amount of developer contribution credit shall be determined as follows:

(1) The value of donated land shall be based upon a written appraisal of fair market value as determined by an M.A.I. Appraiser who was selected and paid for by the Applicant, and who used generally accepted appraisal techniques. If the appraisal does not conform to the requirements of this Article and the applicable administrative regulations, the appraisal shall be corrected and resubmitted. In the event the Impact Fee Coordinator accepts the methodology of the appraisal but disagrees with the appraised value, he may engage another M.A.I. Appraiser at the City's expense and the value shall be an amount equal to the average of the two appraisals. If either party does not accept the average of the two appraisals, a third appraisal shall be obtained, with the cost of said third appraisal being shared equally by the City and the Owner or Applicant. The third appraiser shall be selected by the first two appraisers and the third appraisal shall be binding on the parties.

(2) The actual cost of construction to the Capital Facilities shall be certified by a professional architect or engineer. The credited amount shall be on a dollar-for-dollar basis at fair market value based on the appraisal process above; provided, however, in no event shall any credit be granted in excess of the actual cost of construction.

(3) The land donations and construction contributions shall only provide improvements or additions to the respective Capital Facilities required to accommodate growth.

(f) The decision of the Council as to whether to accept the proposed plan of conveyance or construction shall be in writing and issued within thirty (30) days of the hearing. A copy shall be provided to the Applicant and Owner.

(g) If a proposed plan is approved for credit by the Council, the Applicant or Owner and the City shall enter into a credit agreement which shall provide for the parties' obligations and responsibilities, including, but not limited to:

(1) The timing of actions to be taken by the Applicant and the obligations and responsibilities of the Applicant, including, but not limited to, the construction standards and requirements to be complied with;

(2) The obligations and responsibilities of the City including, but not limited to, inspection of the project; and

(3) The amount of the credit as determined in accordance with subsection (e) of this section.

(h) A credit for the donation of land or a credit for the construction of an improvement or addition to the Capital Facilities shall be granted at such time as the credit agreement is approved and executed by both the Council and the Applicant or Owner; provided, however, that the amount of an impact fee credit for construction of improvements shall not be deemed final until the actual costs of construction have been certified by an architect or engineer. In the event the Applicant or Owner fails to convey the property, which is the subject of the donation to the City or such property is not ultimately accepted by the City in accordance with the terms of the credit agreement, then the credit for donation shall be revoked and all Impact Fees shall immediately become due and payable. The administration of said contribution credits shall be the responsibility of the Impact Fee Coordinator.

(i) Any Applicant or Owner who submits a proposed plan pursuant to this section and desires the immediate issuance of a Building Permit prior to approval of the proposed plan shall pay the Impact Fees prior to the issuance of the Building Permit. Any difference between the amount paid and the amount due, should the Impact Fee Coordinator approve and accept the proposed plan, shall be refunded to the Applicant or Owner.

(j) Credits provided pursuant to this Section are assignable and transferable from one Impact Construction to another.

Sec. 98-2532. – Review hearings.

(a) An Applicant or Owner who is required to pay Impact Fees pursuant to this Article shall have the right to request a review hearing before the Council.

(b) Such hearing shall be limited to the review of the following:

(1) The application or calculation of the appropriate Impact Fees pursuant to this Article.

(2) The rejection of an Alternative Impact Fee calculation pursuant to Sec. 98-2529.

(3) Denial of an exemption pursuant to Sec. 98-2526.

(4) Any dispute concerning an application for credits pursuant to Sec. 98-2531.

(c) Except as otherwise provided in this Article, such hearing shall be requested by the Applicant or Owner within thirty (30) days of the written notice

of the event sought to be reviewed. Failure to request a hearing within such period or as soon thereafter as reasonably possible shall constitute a waiver of the right to a review hearing, unless otherwise approved by the Council.

(d) The request for hearing shall be filed with the Impact Fee Coordinator and shall contain the following:

- (1) The name and address of the Applicant or Owner;
- (2) The legal description of the property in question;
- (3) If issued, the date the Building Permit and Certificate of Occupancy were issued;
- (4) A brief description of the nature of the construction being undertaken pursuant to the Building Permit;
- (5) If paid, the date the Impact Fee was paid; and
- (6) A statement of the reasons why the Applicant or Owner is requesting the hearing.

(e) Upon receipt of such request, a hearing shall be scheduled before the Council at a regularly scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the Applicant and Owner written notice of the time and place of the hearing. Such hearing shall be held within sixty (60) days of the date the request for hearing was filed.

(f) Such hearing shall be conducted in a manner designed to obtain all information and evidence relevant to the requested hearing. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner with each party having an opportunity to be heard and to present information and evidence. A determination shall be in writing and issued within thirty (30) days of the hearing to the Applicant and Owner.

(g) Any Applicant or Owner who requests a hearing pursuant to this Section and desires the immediate issuance of a Building Permit, or if a Building Permit has been issued without the payment of the Impact Fee, shall pay prior to or at the time the request for hearing is filed, the applicable Impact Fee. Said payment shall be deemed paid "under protest" and shall not be construed as a waiver of any review rights.

(h) An Applicant or Owner may request a hearing under this Section without paying the applicable Impact Fee, but no Building Permit shall be issued until all Impact Fees are paid in the amount initially calculated or the amount approved upon completion of the review provided in this Section.

(i) The Council may establish an administrative fee by separate resolution to cover the City's costs incurred in processing and reviewing any appeals, including fees for review of any applications by third party experts.

Sec. 98-2533. – Review requirement; audits.

(a) This Article and the Impact Fee Studies shall be reviewed by the Council at least once every four (4) years. The initial and each subsequent review shall include but not be limited to all components of the Impact Fee Studies accepted in Sec. 98-2525 herein. The purpose of this review is to ensure that the respective Impact Fees do not exceed the reasonably anticipated costs associated with the improvements and additions necessary to offset the demand generated by the Impact Construction on the respective Capital Facilities. In the event the required review of this Article alters or changes the assumptions, conclusions and findings of the Impact Fee Studies adopted by reference in Sec. 98-2525 or alters or changes the amount or classification of the Impact Fee, the respective Impact Fee Study shall be amended, supplemented, and/or updated to reflect the assumptions, conclusions and findings of such reviews and Sec. 98-2525 shall be amended to adopt by reference such updated study.

(b) Audits of the City's financial statements which are performed by a certified public accountant pursuant to Section 218.39, Florida Statutes, and submitted to the Auditor General shall include an affidavit signed by the Finance Director stating that the City has complied with the requirements of Section 163.31801, Florida Statutes, and that to the best of his or her knowledge, all Impact Fees were collected and expended by the City in full compliance with the spending period provisions of this Article and funds were expended from each impact fee trust account established herein only to acquire, construct or improve specific infrastructure needs.

Sec. 98-2534. – Declaration of exclusion from administrative procedures act.

Nothing contained in this Article shall be construed or interpreted to include the City in the definition of Agency as contained in Section 120.52, Florida Statutes, or to otherwise subject the City to the application of the Administrative Procedure Act, Chapter 120, Florida Statutes. This declaration of intent and exclusion shall apply to all proceedings taken as a result of or pursuant to this Article.

Sec. 98-2535. – Notice.

(a) Upon adoption of this Article or any ordinance amending this Article imposing new Impact Fees, increased Impact Fee rates or revising the Impact Fee Land Use Categories, the City shall publish notice of the effective date of such ordinance and the Impact Fees contemplated thereunder once in a newspaper of general circulation which notice shall include: (1) a brief and general description of the applicable Impact Fee; (2) the Impact Fee Rates to be imposed for each Impact Fee Land Use Category for the applicable Impact Fee; and (3) the date of implementation of the Impact Fee rates set forth in the notice, which date shall be no sooner than ninety (90) calendar days after the date of publication of the notice.

(b) On or prior to the date of such publication, the notice of Impact Fees shall also be posted in the following locations:

- (1) On the City website.
- (2) On the City Hall Notice Board.

(3) In a conspicuous place near the public counters in the following offices and departments: the Office of the City Clerk, the Building Department and the Planning and Zoning Department.

Sec. 98-2536. – Impact fees as additional or supplemental requirement.

The payment of Impact Fees is additional and supplemental to, and not in substitution of, any other requirements imposed by the City or any other governmental agency on the development or redevelopment of real property or the issuance of a Building Permit, and an Owner or Applicant may be required to pay, pursuant to other ordinances, regulations or policies of the City or any other governmental agency, other fees and/or charges in addition to the Impact Fees contemplated hereunder. Nothing herein shall be construed as a guarantee of adequate public facilities at the time of development of any particular property.

Sec. 98-2537. – Effect of impact fees on zoning and land development regulations.

The provisions of this Article shall not affect, in any manner, the permissible use of the property, density of development, design and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the land development regulations or other regulations of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

Sec. 98-2538. – Collection of fees when not paid by inadvertence; liens.

If the Impact Fees are not paid as required by this Article prior to or on the date of the issuance of a Building Permit because of mistake, inadvertence or any other reason, the City shall proceed to collect the Impact Fees as follows:

(a) The City shall serve, by certified mail, return receipt requested, an Impact Fee statement notice upon the Applicant and the Owner at the address appearing on the most recent records maintained by the Property Appraiser of Miami-Dade County. The City also shall attach a copy of the Impact Fee statement notice to the Building Permit posted at the affected construction site if all or a portion of the Building is under construction. Service of the Impact Fee statement notice shall be deemed effective on the date the return receipt indicates the notice was received by either the Applicant or the Owner or the date said notice was attached to the Building Permit, whichever occurs first.

(b) The Impact Fee statement notice shall contain the legal description of the property and shall advise the Applicant and the Owner as follows:

(1) The amount due and the general purpose for which the Impact Fee was imposed.

(2) That the Impact Fee shall be delinquent if not paid and received by the City within 60 calendar days of the date the Impact Fee statement notice is received, excluding the date of receipt, and upon becoming delinquent, shall be subject to the imposition of a delinquent fee and interest on the unpaid amount until paid;

(3) That in the event the Impact Fee becomes delinquent, a lien against the property for which the Building Permit was secured shall be recorded in the Official Records Book of Miami-Dade County.

(c) The Impact Fee shall be delinquent if, within 60 calendar days from the date of the receipt of the Impact Fee statement notice by either the Applicant or the Owner, or the date said notice was attached to the Building Permit, neither the Impact Fees have been paid and received by the City, nor a hearing requested pursuant to the requirements above. In the event a hearing is requested, the Impact Fees shall become delinquent if not paid within 30 calendar days from the date the Council determines the amount of Impact Fees due upon the conclusion of such hearing. Said time periods shall be calculated on a calendar day basis, including Sundays and legal holidays, but excluding the date of the earliest receipt of said Impact Fee statement notice or the hearing date of the Council's decision in the event of an appeal. In the event the last day falls on a Sunday or legal holiday, the last due date prior to becoming delinquent shall be the next business day. Upon becoming delinquent, a delinquency fee equal to ten percent of the total Impact Fee imposed shall be assessed. Such total Impact Fee, plus delinquency fee, shall bear interest at the statutory rate for final judgments calculated on a calendar day basis, until paid.

(d) Should the Impact Fee become delinquent, the City shall serve, by certified mail return receipt requested, a "notice of lien" upon the delinquent Applicant if all or a portion of the Building is under construction at the address indicated in the application for the Building Permit, and upon the delinquent Owner at the address appearing on the most recent records maintained by the Property Appraiser of Miami-Dade County. The notice of lien shall notify the delinquent Applicant and Owner that due to their failure to pay the Impact Fee, the City shall file a claim of lien with the Clerk of the Circuit Court in and for Miami-Dade County.

(e) Upon mailing of the notice of lien, the City shall file a claim of lien with the Clerk of the Circuit Court in and for Miami-Dade County for recording in the Official Records of Miami-Dade County. The claim of lien shall contain the legal description of the property, the amount of the delinquent Impact Fees and the date of their imposition. Once recorded, the claim of lien shall constitute a lien against the property described therein. The City shall proceed expeditiously to collect or otherwise enforce said lien.

(f) After the expiration of six months from the date of recording of the claim of lien, as provided herein, a suit may be filed to foreclose said lien. Such foreclosure proceedings shall be instituted, conducted and enforced in conformity with the procedures for the foreclosure of municipal special assessment liens, as set forth in Chapter 173, Florida Statutes, which provisions are hereby incorporated herein in their entirety to the same extent as if such provision were set forth herein verbatim.

(g) The liens for delinquent Impact Fees imposed hereunder shall remain liens, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other subsequently filed liens and claims, until paid as provided herein.

(h) The collection and enforcement procedures set forth in this section shall be cumulative with, supplemental to and in addition to, any applicable procedures provided in any other ordinances or administrative regulations of the City or any applicable law or administrative regulation of the State of Florida. Failure of the City to follow the procedure set forth in this section shall not constitute a waiver of its rights to proceed under any other ordinances or administrative regulations of the City or any applicable law or administrative regulation of the State of Florida.

(i) Notwithstanding anything herein to the contrary, the City may enforce collection of delinquent Impact Fees in any manner authorized by law.

Secs. 98-2539 – 98-2549. - Reserved.

DIVISION 2. PARK, RECREATION AND OPEN SPACE IMPACT FEE

Sec. 98-2550. – Definitions.

In addition to the general definitions contained in Sec. 98-2522 of this Article, the following terms shall have the following meanings in the application of the Park and Recreation Impact Fee.

"Park and Recreation Facilities" shall mean the City park, recreation and open space facilities provided by the City for use and enjoyment by the public including but not limited to active parks, passive parks, water access sites, and associated recreational facilities and buildings.

"Park and Recreation Impact Construction" shall mean land construction designed or intended to permit a use of the land which will contain more Dwelling Units, Buildings or Square Footage than the existing use of land, or to otherwise change the use of the land in a manner that increases the impact upon the Park and Recreation Facilities.

"Park and Recreation Impact Fee" shall mean the Park and Recreation Impact Fee imposed by the City pursuant to Sec. 98-2551.

"Park and Recreation Impact Fee Land Use Category" shall mean those categories of land use incorporated in the Park and Recreation Impact Fee Rate Schedule in Sec. 98-2551.

"Park and Recreation Impact Fee Study" shall mean the Park, Recreation & Open Space Impact Fee Study for the City of Hialeah, Florida dated May 21, 2021 prepared by Walter H. Keller, Inc. as such study may be amended and supplemented pursuant to Sec. 98-2533.

Sec. 98-2551. – Imposition.

(a) The data set forth in the Park and Recreation Impact Fee Study which was employed in the calculation of the Park and Recreation Impact Fee rates imposed herein is the most recent and localized data available for the Park and Recreation Facilities.

(b) The Council specifically finds that the Park and Recreation Facilities benefit all residents and residential properties within the City and, therefore, the Park and Recreation Impact Fee shall be imposed on all Park and Recreation Impact Construction in all incorporated areas of the City.

(c) All Park and Recreation Impact Construction occurring within the City for which a Building Permit is issued on or after October 1, 2021 shall pay the following Park and Recreation Impact Fee rates:

PARK AND RECREATION IMPACT FEE RATE SCHEDULE

<u>Park and Recreation Impact Fee Land Use Category</u>	<u>Park and Recreation Impact Fee</u>
<u>Single-Family Residential</u>	<u>\$2,542.00 per Dwelling Unit</u>
<u>Multi-Family Residential (2-4 units)</u>	<u>\$2,232.00 per Dwelling Unit</u>
<u>Multi-Family Residential (5 or more units)</u>	<u>\$1,970.00 per Dwelling Unit</u>
<u>Mobile Home</u>	<u>\$2,268.00 per Dwelling Unit</u>

(d) Except as otherwise provided in this Article, the Park and Recreation Impact Fee shall be paid directly to the City on the date of and as a condition precedent to issuance of a Building Permit.

Sec. 98-2552. – Individual calculation of park and recreation impact fees.

(a) In the event a Park and Recreation Impact Construction involves a land use not contemplated under the Park and Recreation Impact Fee Land Use Categories set forth in Sec. 98-2561 herein, the Impact Fee Coordinator shall determine the impact to be generated by the proposed Park and Recreation Impact Construction and shall calculate the appropriate Park and Recreation Impact Fees utilizing the methodology contained in the Impact Fee Study. The Impact Fee Coordinator shall utilize as a standard in this determination the impact assumed in the most similar Park and Recreation Impact Fee Land Use Category or any other generally accepted standard source of planning and cost impact analysis.

(b) In the event a Park and Recreation Impact Construction involves mixed use or more than one Park and Recreation Impact Fee Land Use Category, the Impact Fee Coordinator shall calculate the Park and Recreation Impact Fees based upon the impact to be generated by each separate Park and Recreation Impact Fee Land Use Category included in the proposed Park and Recreation Impact Construction.

Sec. 98-2553. – Use of Monies.

(a) The Council hereby creates a separate trust account for the Park and Recreation Impact Fees, to be designated as the "Park and Recreation Impact Fee Fund," which shall be established and maintained separate and apart from all other accounts of the City. All Park and Recreation Impact Fees shall be deposited into such trust account immediately upon receipt.

(b) The monies deposited into the Park and Recreation Impact Fee Fund, as established in paragraph (a) above, shall be used solely for the purpose of acquiring, constructing or improving growth-necessitated Capital Facilities related to parks, recreation and open space, including, but not limited to:

- (1) Land acquisition, including any cost of acquisition;
- (2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management;
- (3) Design and construction documents;
- (4) Site development and on-site and off-site improvements incidental to construction thereto;
- (5) Any permitting or application fees necessary for the construction;
- (6) Construction and design of new Park and Recreation Facilities, including related drainage facilities and relocation of utilities;

(7) Landscaping;

(8) Acquisition of apparatus, vehicles or other capital equipment utilized by the Park and Recreation Facilities;

(9) Repayment of monies borrowed from any budgetary fund of the City which were used to fund growth necessitated capital improvements to the Park and Recreation Facilities as provided herein, subject to paragraph (c) below;

(10) Costs related to the administration, collection and implementation of the Park and Recreation Impact Fee; and

(11) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds to construct or acquire growth necessitated capital improvements or additions to the Park and Recreation Facilities System as provided herein, subject to paragraph (c) below; and

(12) Any other expenditures of the Park and Recreation Impact Fee as then allowed by law.

(c) Revenues generated by the Park and Recreation Impact Fee shall not be used, in whole or in part, to pay existing debt for the Park and Recreation Facilities or for previously approved projects related to the Park and Recreation Facilities unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by Park and Recreation Impact Construction.

(d) The monies deposited into the Park and Recreation Impact Fee Fund shall be used solely to provide improvements or additions to the Park and Recreation Facilities required to serve new growth as projected in the Park and Recreation Impact Fee Study. Funds on deposit in the Park and Recreation Impact Fee Fund shall not be used for any expenditure that would be classified as a maintenance or repair expense. A report will be prepared annually by the City reflecting the collection and expenditures of Park and Recreation Impact Fees by the City during the previous year.

(e) Any Park and Recreation Impact Fee Funds on deposit which are not immediately necessary for expenditure may be held in an interest-bearing account or invested by the City. All income derived from such interest on investments shall be deposited in the Park and Recreation Impact Fee Fund and used as provided herein.

(f) The City may retain up to 1.5% of all Park and Recreation Impact Fees received or the actual costs of collection, whichever is less, as an administrative fee to defray all costs of collection relating to the Park and Recreation Impact Fees.

(g) The Park and Recreation Impact Fees collected pursuant to this Article shall be returned to the then current Owner of the property on behalf of which such fee was paid, if such fees have not been expended or Encumbered prior to the end of the fiscal year immediately following the seventh (7th) anniversary of

the date upon which such fees were paid. Refunds shall be made only in accordance with the following procedure:

(1) The then present Owner shall petition the City for the refund within one hundred eighty (180) days following the end of the calendar quarter immediately following seven (7) years from the date on which the fee was received. Failure to submit an application for refund within such period shall constitute a waiver of any right to a refund.

(2) The petition for refund shall be submitted to the Impact Fee Coordinator and shall contain:

a. A notarized sworn statement that the petitioner is the present Owner of the property on behalf of which the Park and Recreation Impact Fee was paid;

b. A copy of the dated receipt issued for payment of the Park and Recreation Impact Fee or such other record as would evidence payment; and

c. A certified copy of the latest recorded deed or a copy of the most recent ad valorem tax bill.

(3) Within three (3) months from the date of receipt of a petition for refund, the Impact Fee Coordinator will advise the petitioner and the Council of the status of the Park and Recreation Impact Fee requested for refund, and if such Park and Recreation Impact Fee has not been expended or Encumbered within the applicable time period, then such Park and Recreation Impact Fee shall be returned to the petitioner. For the purposes of this section, fees collected shall be deemed to be spent or Encumbered on the basis of the first fee in shall be the first fee out.

Secs. 98-2554 – 98-2560. – Reserved.

DIVISION 3. - FIRE RESCUE IMPACT FEE [Reserved.]

[Note: The provisions of Hialeah, Fla. Code Sec. 98-2561 through and including 98-2568 remain in effect and are not intended to be amended by this Ordinance.]

DIVISION 4. POLICE IMPACT FEE

Sec. 98-2570. – Definitions.

In addition to the general definitions contained in Sec. 98-2522 of this Article, the following terms shall have the following meanings in the application of the Police Impact Fee.

"Police Facilities" shall mean the Buildings, land, vehicles, apparatus and equipment used by the City Police Department in the apprehension, prevention or investigation of criminal violations or illegal actions within the City.

"Police Impact Construction" shall mean land construction designed or intended to permit a use of the land which will contain more Dwelling Units, Buildings or Square Footage than the existing use of land, or to otherwise change the use of the land in a manner that increases the impact upon the Police Facilities.

"Police Impact Fee" shall mean the Police Impact Fee imposed by the City pursuant to Sec. 98-2571.

"Police Impact Fee Land Use Category" shall mean those categories of land use incorporated in the Police Impact Fee Rate Schedule in Sec. 98-2571.

"Police Impact Fee Study" shall mean the Police Impact Fee Study for the City of Hialeah, Florida dated May 21, 2021, prepared by Walter H. Keller, Inc., as such study may be amended and supplemented pursuant to Sec. 98-2533.

Sec. 98-2571. – Imposition.

(a) The data set forth in the Police Impact Fee Study which was employed in the calculation of the City Police Impact Fee rates adopted herein is the most recent and localized data available for the Police Facilities.

(b) The Council specifically finds that the Police Facilities benefits all residents and businesses within the City and, therefore, the Police Impact Fee shall be imposed on all Police Impact Construction in all incorporated areas of the City.

(c) All Police Impact Construction occurring within the City for which a Building Permit is issued on or after October 1, 2021 shall pay the following Police Impact Fee rates:

POLICE IMPACT FEE RATE SCHEDULE

<u>Police Impact Fee Land Use Category</u>	<u>Police Impact Fee</u>
<u>Residential</u>	<u>\$268.87 per Dwelling Unit</u>
<u>Non-Residential</u>	<u>\$511.16 per 1,000 SF of Floor Area</u>

(d) Except as otherwise provided in this Article, the Police Impact Fee shall be paid directly to the City on the date of and as a condition precedent to issuance of a Building Permit.

Sec. 98-2572. – Individual calculation of police impact fees.

(a) In the event a Police Impact Construction involves a land use not contemplated under the Police Impact Fee Land Use Categories set forth in Sec. 98-2571 herein, the Impact Fee Coordinator shall determine the impact to be

generated by the proposed Police Impact Construction and shall calculate the appropriate Police Impact Fees utilizing the methodology contained in the Impact Fee Study. The Impact Fee Coordinator shall utilize as a standard in this determination the impact assumed in the most similar Police Impact Fee Land Use Category or any other generally accepted standard source of planning and cost impact analysis.

(b) In the event a Police Impact Construction involves more than one Police Impact Fee Land Use Category, the Impact Fee Coordinator shall calculate the Police Impact Fees based upon the impact to be generated by each separate Police Impact Fee Land Use Category included in the proposed Police Impact Construction.

Sec. 98-2573. – Use of monies.

(a) The Council hereby creates a separate trust account for the Police Impact Fees, to be designated as the "Police Impact Fee Capital Projects Fund," which shall be established and maintained separate and apart from all other accounts of the City. All Police Impact Fees shall be deposited into such trust account immediately upon receipt.

(b) The monies deposited into the Police Impact Fee Capital Projects Fund, as established in paragraph (a) above, shall be used solely for the purpose of acquiring, constructing or improving growth-necessitated Capital Facilities for the City Police Department, including, but not limited to:

- (1) Land acquisition, including any cost of acquisition;
- (2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management;
- (3) Design and construction documents;
- (4) Site development and on-site and off-site improvements incidental to construction thereto;
- (5) Any permitting or application fees necessary for the construction;
- (6) Construction and design of new facilities, including related drainage facilities and relocation of utilities;
- (7) Landscaping;
- (8) Acquisition of apparatus, vehicles or other capital equipment utilized by the Police Facilities;
- (9) Repayment of monies borrowed from any budgetary fund of the City which were used to fund growth necessitated capital improvements to the Police Facilities as provided herein, subject to paragraph (c) below;
- (10) Costs related to the administration, collection and implementation of the Police Impact Fee; and

(11) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds to construct or acquire growth necessitated capital improvements or additions to the Police Facilities as provided herein, subject to paragraph (c) below; and

(12) Any other expenditures of the Police Impact Fee as then allowed by law.

(c) Revenues generated by the Police Impact Fee shall not be used, in whole or in part, to pay existing debt for the Police Facilities or for previously approved projects related to the Police Facilities unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by Police Impact Construction.

(d) The monies deposited into the Police Impact Fee Capital Projects Fund shall be used solely to provide improvements or additions to the Police Facilities required to serve new growth as projected in the Police Impact Fee Study. Funds on deposit in the Police Impact Fee Capital Projects Fund shall not be used for any expenditure that would be classified as a maintenance or repair expense. A report will be prepared annually by the City reflecting the collection and expenditures of Police Impact Fees by the City during the previous year.

(e) Any Police Impact Fee Funds on deposit which are not immediately necessary for expenditure may be held in an interest-bearing account or invested by the City. All income derived from such investments shall be deposited in the Police Impact Fee Capital Projects Fund and used as provided herein.

(f) The City may retain up to 1.5% of all Police Impact Fees received or the actual costs of collection, whichever is less, as an administrative fee to defray all costs of collection relating to the Police Impact Fees.

(g) The Police Impact Fees collected pursuant to this Article shall be returned to the then current Owner of the property on behalf of which such fee was paid, if such fees have not been expended or Encumbered prior to the end of the fiscal year immediately following the seventh (7th) anniversary of the date upon which such fees were paid. Refunds shall be made only in accordance with the following procedure:

(1) The then present Owner shall petition the City for the refund within one hundred eighty (180) days following the end of the calendar quarter immediately following seven (7) years from the date on which the fee was received. Failure to submit an application for refund within such period shall constitute a waiver of any right to a refund.

(2) The petition for refund shall be submitted to the Impact Fee Coordinator and shall contain:

a. A notarized sworn statement that the petitioner is the present Owner of the property on behalf of which the Police Impact Fee was paid;

b. A copy of the dated receipt issued for payment of the Police Impact Fee or such other record as would evidence payment; and

c. A certified copy of the latest recorded deed or a copy of the most recent ad valorem tax bill.

(3) Within three (3) months from the date of receipt of a petition for refund, the Impact Fee Coordinator will advise the petitioner and the Council of the status of the Police Impact Fee requested for refund, and if such Police Impact Fee has not been expended or Encumbered within the applicable time period, then it shall be returned to the petitioner. For the purposes of this section, fees collected shall be deemed to be spent or Encumbered on the basis of the first fee in shall be the first fee out.

Secs. 98-2574 – 98-2579. Reserved.

DIVISION 5. TRANSPORTATION IMPACT FEE

Sec. 98-2580. – Definitions.

In addition to the general definitions contained in Sec. 98-2522 of this Article, the following terms shall have the following meanings in the application of the Transportation Impact Fee.

"Transportation Facilities" shall mean the Capital Facilities related to the City roadway and public transit systems.

"Transportation Impact Construction" shall mean land construction designed or intended to permit a use of the land which will contain more Dwelling Units, Buildings or Square Footage than the existing use of land, or to otherwise change the use of the land in a manner that increases the impact upon the Transportation Facilities.

"Transportation Impact Fee" shall mean the Transportation Impact Fee imposed by the City pursuant to Sec. 98-2581.

"Transportation Impact Fee Land Use Category" shall mean those categories of land use incorporated in the Transportation Impact Fee Rate Schedule in Sec. 98-2581.

"Transportation Impact Fee Study" shall mean the Transportation Impact Fee Study for the City of Hialeah, Florida dated May 21, 2021, prepared by Walter H. Keller, Inc., as such study may be amended and supplemented pursuant to Sec. 98-2533.

Sec. 98-2581. – Imposition.

(a) The data set forth in the Transportation Impact Fee Study which was employed in the calculation of the Transportation Impact Fee rates imposed herein

is the most recent and localized data available for the Capital Facilities related to the City's roadway and transit infrastructure.

(b) The Council specifically finds that such Capital Facilities benefit all residents and businesses within the City and, therefore, the Transportation Impact Fee shall be imposed on all Transportation Impact Construction in all incorporated areas of the City.

(c) All Transportation Impact Construction occurring within the City for which a Building Permit is issued on or after October 1, 2021 shall pay the following Transportation Impact Fee rates:

TRANSPORTATION IMPACT FEE RATE SCHEDULE

Land Use Type	Roadway Component	Transit Component	Total Transportation Impact Fee
Industrial Park	\$ 743	\$ 13	\$ 756
Manufacturing	\$ 589	\$ 10	\$ 599
Warehousing	\$ 261	\$ 4	\$ 265
SF Detached	\$ 1,414	\$ 24	\$ 1,438
Multifamily (Low-rise)	\$ 1,096	\$ 19	\$ 1,115
Multifamily (High-rise)	\$ 666	\$ 11	\$ 677
Mobile Home	\$ 749	\$ 13	\$ 762
Sr. Adult Housing Attached	\$ 554	\$ 10	\$ 564
Hotel (per Room)	\$ 1,252	\$ 22	\$ 1,274
All Suites Hotel (per Room)	\$ 668	\$ 12	\$ 680
Motel (per Room)	\$ 502	\$ 9	\$ 511
Church/Synagogue	\$ 848	\$ 18	\$ 866
Day Care Center	\$ 454	\$ 61	\$ 515
Hospital	\$ 1,606	\$ 28	\$ 1,634
Nursing Home (per Bed)	\$ 458	\$ 8	\$ 466
Clinic	\$ 5,718	\$ 99	\$ 5,817
Genl Office Bldg Less than 50K	\$ 1,542	\$ 27	\$ 1,569
Genl Office Bldg 50K+ to 200K	\$ 1,133	\$ 20	\$ 1,153
Medical-Dental Office Bldg	\$ 5,212	\$ 90	\$ 5,302
Business Park	\$ 1,863	\$ 32	\$ 1,895
SC Retail Less than 50K	\$ 989	\$ 84	\$ 1,073
SC Retail 50K+ to 200K	\$ 1,278	\$ 47	\$ 1,325

SC Retail 200K+ to 400K	\$ 1,318	\$ 35	\$ 1,353
Conv Mkt w/gas	\$ 1,915	\$ 370	\$ 2,285
Bank Drive In	\$ 953	\$ 129	\$ 1,082
High Turnover Rest	\$ 3,423	\$ 145	\$ 3,568
Fast Food w Drive Thru	\$ 4,490	\$ 608	\$ 5,098
Service Sta w/gas (per pump)	\$ 1,148	\$ 222	\$ 1,370

(d) Except as otherwise provided in this Article, the Transportation Impact Fee shall be paid directly to the City on the date of and as a condition precedent to issuance of a Building Permit.

Sec. 98-2582. – Individual calculation of transportation impact fees.

(a) In the event a Transportation Impact Construction involves a land use not contemplated under the Transportation Impact Fee Land Use Categories set forth in Sec. 98-2581 herein, the Impact Fee Coordinator shall determine the impact to be generated by the proposed Transportation Impact Construction and shall calculate the appropriate Transportation Impact Fees utilizing the methodology contained in the Transportation Impact Fee Study. The Impact Fee Coordinator shall utilize as a standard in this determination the impact assumed in the most similar Transportation Impact Fee Land Use Category or any other generally accepted standard source of planning and cost impact analysis.

(b) In the event a Transportation Impact Construction involves mixed use or more than one Transportation Impact Fee Land Use Category, the Impact Fee Coordinator shall calculate the Transportation Impact Fees based upon the impact to be generated by each separate Transportation Impact Fee Land Use Category included in the proposed Transportation Impact Construction.

Sec. 98-2583. – Use of monies – roadway component of transportation impact fee.

(a) As further described in the Transportation Impact Fee Study, the Transportation Impact Fee is comprised of a City roadway improvement component and a City public transit improvement component. The Council hereby creates a separate trust account for the roadway improvement component of the Transportation Impact Fees, to be designated as the "Transportation Impact Fee Fund (Roadway Improvement)," which shall be established and maintained separate and apart from all other accounts of the City. The roadway improvement component of the Transportation Impact Fees shall be deposited into such trust account immediately upon receipt.

(b) The monies deposited into the Transportation Impact Fee Fund (Roadway Improvement), as established in paragraph (a) above, shall be used solely for the purpose of acquiring, constructing or improving growth-necessitated Capital Facilities for the City's roadway infrastructure, including, but not limited to:

- (1) Land acquisition, including any cost of acquisition;
 - (2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management;
 - (3) Design and construction documents;
 - (4) Site development and on-site and off-site improvements incidental to construction thereto;
 - (5) Any permitting or application fees necessary for the construction;
 - (6) Construction and design of new roadway facilities including but not limited to rights of way, roads, through lanes, turn lanes, bridges, traffic signals, curbs, medians and shoulders, including related drainage facilities and relocation of utilities;
 - (7) Landscaping;
 - (8) Acquisition of apparatus, vehicles or other capital equipment utilized by the City in developing and providing roadway infrastructure;
 - (9) Repayment of monies borrowed from any budgetary fund of the City which were used to fund growth necessitated capital improvements to City roadway infrastructure as provided herein, subject to paragraph (c) below;
 - (10) Costs related to the administration, collection and implementation of the roadway improvement component of the Transportation Rescue Impact Fee;
 - (11) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds to construct or acquire growth necessitated capital improvements or additions to City roadway infrastructure as provided herein, subject to paragraph (c) below;
 - (12) Construction of new sidewalks, bikeways, trails and similar facilities along existing or new City roads when part of a capital improvement project adding new capacity to such road; and
 - (13) Any other expenditures of the roadway improvement component of the Transportation Impact Fee as then allowed by law.
- (c) Revenues generated by the roadway improvement component of the Transportation Impact Fee shall not be used, in whole or in part, to pay existing debt for the roadway infrastructure or for previously approved projects related to roadway infrastructure unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by Transportation Impact Construction.
- (d) The monies deposited into the Transportation Impact Fee Fund (Roadway Improvement) shall be used solely to provide improvements or additions

to City roadway infrastructure required to serve new growth as projected in the Transportation Impact Fee Study. Funds on deposit in the Transportation Impact Fee Fund (Roadway Improvement) shall not be used for any expenditure that would be classified as a maintenance or repair expense. A report will be prepared annually by the City reflecting the collection and expenditures of Transportation Impact Fees by the City during the previous year.

(e) Any funds on deposit in the Transportation Impact Fee Fund (Roadway Improvement) which are not immediately necessary for expenditure may be held in an interest-bearing account or invested by the City. All income derived from such interest on investments shall be deposited in the Transportation Impact Fee Fund (Roadway Improvement) and used as provided herein.

(f) The City may retain up to 1.5% of all Transportation Impact Fees received or the actual costs of collection, whichever is less, as an administrative fee to defray all costs of collection relating to the Transportation Impact Fees.

(g) The Transportation Impact Fees collected pursuant to this Article shall be returned to the then current Owner of the property on behalf of which such fee was paid, if such fees have not been expended or Encumbered prior to the end of the fiscal year immediately following the seventh (7th) anniversary of the date upon which such fees were paid. Refunds shall be made only in accordance with the following procedure:

(1) The then present Owner shall petition the City for the refund within one hundred eighty (180) days following the end of the calendar quarter immediately following seven (7) years from the date on which the fee was received. Failure to submit an application for refund within such period shall constitute a waiver of any right to a refund.

(2) The petition for refund shall be submitted to the Impact Fee Coordinator and shall contain:

a. A notarized sworn statement that the petitioner is the present Owner of the property on behalf of which the Transportation Impact Fee was paid;

b. A copy of the dated receipt issued for payment of the Transportation Impact Fee or such other record as would evidence payment; and

c. A certified copy of the latest recorded deed or a copy of the most recent ad valorem tax bill.

(3) Within three (3) months from the date of receipt of a petition for refund, the Impact Fee Coordinator will advise the petitioner and the Council of the status of the Transportation Impact Fee requested for refund, and if such Transportation Impact Fee has not been expended or Encumbered within the applicable time period, then such Transportation Impact Fee shall be returned to the petitioner. For the purposes of this section, fees collected shall be deemed to be spent or Encumbered on the basis of the first fee in shall be the first fee out.

Sec. 98-2584. – Use of monies – transit component of transportation impact fee.

(a) As further described in the Transportation Impact Fee Study, the Transportation Impact Fee is comprised of a City roadway improvement component and a City public transit improvement component. The Council hereby creates a separate trust account for the roadway improvement component of the Transportation Impact Fees, to be designated as the "Transportation Impact Fee Fund (Transit Improvement)," which shall be established and maintained separate and apart from all other accounts of the City. The transit improvement component of the Transportation Impact Fees shall be deposited into such trust account immediately upon receipt.

(b) The monies deposited into the Transportation Impact Fee Fund (Transit Improvement), as established in paragraph (a) above, shall be used solely for the purpose of acquiring, constructing or improving growth-necessitated Capital Facilities for the City's public transit system, including, but not limited to:

- (1) Land acquisition, including any cost of acquisition;
- (2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management;
- (3) Design and construction documents;
- (4) Site development and on-site and off-site improvements incidental to construction thereto;
- (5) Any permitting or application fees necessary for the construction;
- (6) Construction and design of new transit facilities, including related drainage facilities and relocation of utilities;
- (7) Landscaping;
- (8) Acquisition of apparatus, vehicles or other capital equipment utilized by the City in developing and providing public transit facilities;
- (9) Repayment of monies borrowed from any budgetary fund of the City which were used to fund growth necessitated capital improvements to City public transit infrastructure as provided herein, subject to paragraph (c) below;
- (10) Costs related to the administration, collection and implementation of the transit improvement component of the Transportation Rescue Impact Fee; and
- (11) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds to construct or acquire growth necessitated capital improvements or additions to City transit infrastructure as provided herein, subject to paragraph (c) below; and

(12) Any other expenditures of the transit improvement component of the Transportation Impact Fee as then allowed by law.

(c) Revenues generated by the transit improvement component of the Transportation Impact Fee shall not be used, in whole or in part, to pay existing debt for the public transit system or for previously approved projects related to transit facilities unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by Transportation Impact Construction.

(d) The monies deposited into the Transportation Impact Fee Fund (Transit Improvement) shall be used solely to provide improvements or additions to City public transit facilities required to serve new growth as projected in the Transportation Impact Fee Study. Funds on deposit in the Transportation Impact Fee Fund (Transit Improvement) shall not be used for any expenditure that would be classified as a maintenance or repair expense. A report will be prepared annually by the City reflecting the collection and expenditures of Transportation Impact Fees by the City during the previous year.

(e) Any funds on deposit in the Transportation Impact Fee Fund (Transit Improvement) which are not immediately necessary for expenditure may be held in an interest-bearing account or invested by the City. All income derived from such interest on investments shall be deposited in the Transportation Impact Fee Fund (Transit Improvement) and used as provided herein.

(f) The City may retain up to 1.5% of all Transportation Impact Fees received or the actual costs of collection, whichever is less, as an administrative fee to defray all costs of collection relating to the Transportation Impact Fees.

(g) The Transportation Impact Fees collected pursuant to this Article shall be returned to the then current Owner of the property on behalf of which such fee was paid, if such fees have not been expended or Encumbered prior to the end of the fiscal year immediately following the seventh (7th) anniversary of the date upon which such fees were paid. Refunds shall be made only in accordance with the following procedure:

(1) The then present Owner shall petition the City for the refund within one hundred eighty (180) days following the end of the calendar quarter immediately following seven (7) years from the date on which the fee was received. Failure to submit an application for refund within such period shall constitute a waiver of any right to a refund.

(2) The petition for refund shall be submitted to the Impact Fee Coordinator and shall contain:

a. A notarized sworn statement that the petitioner is the present Owner of the property on behalf of which the Transportation Impact Fee was paid;

b. A copy of the dated receipt issued for payment of the Transportation Impact Fee or such other record as would evidence payment; and

c. A certified copy of the latest recorded deed or a copy of the most recent ad valorem tax bill.

(3) Within three (3) months from the date of receipt of a petition for refund, the Impact Fee Coordinator will advise the petitioner and the Council of the status of the Transportation Impact Fee requested for refund, and if such Transportation Impact Fee has not been expended or Encumbered within the applicable time period, then such Transportation Impact Fee shall be returned to the petitioner. For the purposes of this section, fees collected shall be deemed to be spent or Encumbered on the basis of the first fee in shall be the first fee out.

Secs. 98-2585 – 98-2589. Reserved

* * *

Section 2: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. Notwithstanding the provisions of this Section 2, nothing in this ordinance shall be interpreted as repealing or amending the provisions of Article IX, Fire Rescue Impact Fee, codified at Sec. 98-2561 through and including 98-2568. To the extent that there is any conflict between the terms and provisions of this ordinance and Article IX, the terms and provisions of Article IX shall supersede the terms and provisions of this ordinance to the greatest extent allowed by law.

Section 3: Penalties.

Every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 4: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.


Section 5: Inclusion in Code.

The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the City of Hialeah, as an addition or amendment thereto, and the sections of this ordinance shall be renumbered to conform to the uniform numbering system of the Code.

Section 6: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

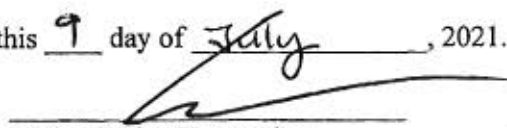
PASSED and ADOPTED this 22 day of June, 2021.



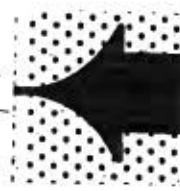
Jesus Tundidor
Council President


Attest:


Marbelys Fatjo, City Clerk

Approved on this 9 day of July, 2021.


Mayor Carlos Hernandez



Approved as to legal sufficiency and form:


Lorena E. Bravo, City Attorney

~~Strikethrough~~ indicates deletion. Underline indicates addition.



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EXHIBIT E



Opening Hours

West Hialeah Office

1435 W 49 Pl Ste 400B
Hialeah, FL 33012

Mon 9:00 am-5:00 pm

Tue 9:00 am-5:00 pm

Wed 9:00 am-5:00 pm

Thurs 9:00 am-5:00 pm

Fri 9:00 am-5:00 pm



Opening Hours

SE Hialeah Office

730 SE 8 St Hialeah, FL
33010

Mon 9:00 am-5:00 pm

Tue 9:00 am-5:00 pm

Wed 9:00 am-5:00 pm

Thurs 9:00 am-5:00 pm

Fri 9:00 am-5:00 pm



Opening Hours

SW Medical

10775 SW 56 St Miami, FL
33165

Mon 9:00 am-5:00 pm

Tue 9:00 am-5:00 pm

Wed 9:00 am-5:00 pm

Thurs 9:00 am-5:00 pm

Fri 9:00 am-5:00 pm



Opening Hours

SW Dental

10775 SW 56 St Miami, FL
33165

Tue 9:00 am-5:00 pm

Wed 9:00 am-5:00 pm

Thurs 9:00 am-5:00 pm

Fri 9:00 am-5:00 pm

Welcome to DeLaCalle

Medical Center

A family business with 15 years of experience in the healthcare industry. We provide Medical & Dental care to all patients in need as we accept most insurance plans. The advantages you have being our patient is that you have most medical services under one roof. Our staff and medical providers are bilingual and very respectful and friendly, they will make sure your visit is a pleasant one. Receive medical care with duty, loyalty and upmost care, your health will be in good hands.

▶ **Medical Services & Treatments**

▶ **Dental Services & Procedures**

"Whenever the art of medicine is loved, there is also a love of Humanity"



Cancer

Discover the latest cancer treatment options as well as alternative options.



Children

Accepting medical patients >5 years/old. Taking care of Dental patients of all ages.



Dental Checkup

General health starts in your oral cavity, make sure to receive your annual checkups, prevent gum disease & get screened for oral cancers.



Heart

Come & receive your EKG/Echo cardiogram. Every 34 sec an American Suffers a Heart Attack.



Brain

The most complex organ & the least understood, maintain an active lifestyle, play puzzle games, exercise your brain to prevent Dementia. Obtain early disease diagnosis for prompt treatment and slow progression of illness.



Root Canals

Our dentist will make everything possible to save your permanent molars by performing a root canal. Don't wait until it is too late, remember nothing will be a better replacement than your original teeth.



Surgery

Surgery should be the last option when it comes to your care. Sometimes it is necessary. Always evaluate pros & cons with one of our physicians



Bone

Bone Density examination can be used to screen for bone demineralization, remember the concept "Use It or Lose It"



Crowns & Implants

Receive the best Implant & Crown replacement at our facility, our dentists treat their work with perfectionism & passion.



Chest

Come in to our center & receive high quality X-ray imaging to diagnose cardiopulmonary conditions.



Eye Ent

Our physicians will make sure you receive your yearly eye exam. Diabetic patients are at increased risk of retinopathy.



Veneers

We use the highest quality veneers in the market to make your smile stand out.



Digital X-Ray



Cleanings

Receive a deep cleaning, and maintain your oral hygiene by following up with general cleanings at least every 6 months.



Extractions

If your molars cannot be saved, our dentist will perform an extraction, and followup for tooth replacement.



Cavity & Fillings

If you have tooth ache, don't wait until your cavity becomes a bigger problem, get treated. We use the best quality material for our patients fillings, we embrace the concept of long lasting fillings.

Our physicians rely on innovative technology to better detect & diagnose problems, we use digital X-ray & Panoramic imaging at our facility.

COVID -19 PANDEMIC



Important **Static**

Here is an overview statistic of our practice/facilities/staff/patients


3
FACILITIES


15
EMPLOYEES


5
DOCTORS

45
EQUIPMENT


100%
SATISFACTION

Who works with us?

Meet Doctors



LIUDMILA SANTOS

Liudmila graduated from Facultad De Ciencias Medicas (Holguin Mariana Grajales Coello) in Cuba. She attended Ana G Mendez University in the US and graduated honors receiving her Nurse Practitioner Degree. Today Dr. Santos practices medicine full time at our Center and is loved by all of her patients for her patience, compassion, ability to listen & competence in the field of medicine.



DR. RYAN OAKLEY, DPM

Podiatrist

Dr. Medina Oakley has a multicultural background and speaks fluent English, Spanish and Portuguese. Earned his doctorate in Podiatric Medicine from Barry University, located in Miami, FL. Barry University College of Podiatric Medicine is one of the oldest - and very prestigious - colleges of podiatric medicine in the U.S.



GILDA M. DELACALLE

General Medicine Physician

Studied medicine in Cuba, graduated from Instituto Superior de Ciencias Medicas de Santiago de Cuba in 1987. One of South Florida's leading General Medicine medical providers serving the Miami-Dade community since 2004.



Video Tour On Medical Center

A center dedicated to providing quality medical & dental services to all patients in need. We take most insurance plans, as well as self pay walk-in patients. Our providers have vast experience in working with all types of patients offering them psychological/spiritual/physiological support.

[LEARN MORE](#)

DeLaCalle Medical Center SW



Recent News

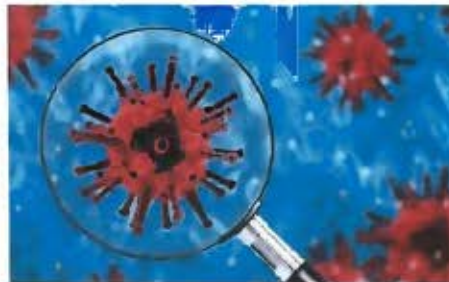
[Read More](#)



FEBRUARY 8, 2022

New center SE Hialeah

DeLaCalle Medical Center is happy to announce the opening of a third center located in the South East of



DECEMBER 28, 2021

Health Screening



APRIL 25, 2019

HIPPA COMPLIANT

We take it very seriously when it comes to patient autonomy & we keep patient data 100 % secure & follow HIPPA compliance law 100%, no exceptions....

Hialeah. We hope to continue to grow and...

ADMIN UNCATEGORIZED 0

ADMIN NEWS, UNCATEGORIZED 0

ADMIN BLOG CATEGORY, UNCATEGORIZED 0



Make an appointment

Come & visit our centers today, experience the professionalism & warmth our practitioners & staff members have to offer. Your health matters most.

305 - 823-5730 delacallemedicalcenter@gmail.com

Full Name*

Email*

Subject*

Message*

SEND MESSAGE



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Donaldson, Michael

From: Gilda De La Calle <delacallemedicalcenter@gmail.com>
Sent: Wednesday, July 24, 2024 1:47 PM
To: Samantha Makoski
Cc: Bill Zunamon; Amber Ruhe
Subject: Re: Attn: David Question on ages treated

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes, that is correct. Thank you

On Tue, Jul 23, 2024 at 12:54 PM Samantha Makoski <SMakoski@nrpgroup.com> wrote:

Good afternoon,

I am writing to confirm that the De La Calle Medical Center located at 730 SE 8 St Hialeah, FL 33010, only serves patients above the age of 5 years old. Additionally, can you confirm the hours that you see patients and ages?

Thank you and have a great day!



Samantha Makoski

Senior Applications Manager

The NRP Group

1228 Euclid Ave 4th Floor

Cleveland, OH 44115

Phone: 614.307.3885

She/Her/Hers ([What's This?](#))

www.NRPGroup.com

MULTIFAMILY
PILLARS OF THE
INDUSTRY
AWARDS



2022 Winner
Multifamily
Development
Firm of the Year

**2020 Multifamily
Builder of the Year**



RANKED #5
2022 Top Multifamily
Development Firms



**TOP 10 BUILDER
& DEVELOPER**
2023 NMHC 50



**2022 RA
Top 50 Affordable
Housing [**

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The content of all emails sent and/or received by us (including any attachment) is confidential to the intended recipient at the email address to which it has been addressed. It may not be disclosed to or used by anyone other than this addressee, nor may it be copied in any way.

Best regards
Delacalle Medical Center
Answering Service Team



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