

ENTERED AS EXHIBIT
Sandra Murado
THE PLANNING AND ZONING BOARD
ON 04.27.2011
JM

LEGAL MEMORANDUM IN OPPOSITION TO CHANGE OF LAND USE, CONDITIONAL USE
AND SITE PLAN REVIEW FOR SOMERSET GRACE ACADEMY CHARTER SCHOOL

COMES NOW, Sandra I. Murado, resident of the City of Coral Gables, and files this Legal Memorandum in Opposition to Change of Land Use, Conditional Use and Site Plan Review for Somerset Grace Academy Charter School (hereinafter referred to as "Somerset Gables". A copy of the April 27, 2011 Planning and Zoning Board Meeting Agenda is enclosed under Exhibit "A". The statement of facts, applicable statutes, discussion and conclusion are set forth below.

QUESTION PRESENTED

Should the City of Coral Gables Planning and Zoning Board and Commission should approve an amendment to the Future Land Use Map of the City of Coral Gables Comprehensive Plan from "Religious/Institutional" to "Community Services and Facilities" for land commonly known as "University Baptist Church" when doing so would be (1) contrary to the intent and language of the land's 1968 Declaration of Restrictive Covenants; (2) contrary to the 1977 Ordinance (number 2252) governing the use of the land; (3) contrary to all eleven (11) purposes as set forth in the City of Coral Gables Zoning Code (Section 1-103); (4) contrary to basic notions of ethics; and (5) contrary to public policy issues affecting public education.

SHORT ANSWER

The City of Coral Gables Planning and Zoning Board and Commission should deny the application filed by Somerset Gables for an amendment to the Future Land Use Map

of the City of Coral Gables Comprehensive Plan from "Religious/Institutional" to "Community Services and Facilities" for land commonly known as "University Baptist Church" since it would be (1) contrary to the intent and language of the land's 1968 Declaration of Restrictive Covenants; (2) contrary to the 1977 Ordinance (number 2252) governing the use of the land; (3) contrary to all eleven (11) purposes as set forth in the City of Coral Gables Zoning Code (Section 1-103); (4) contrary to basic notions of ethics; and (5) contrary to public policy issues affecting public education.

STATEMENT OF FACTS

On February 29, 1968, a binding Declaration of Restrictive Covenants was signed by the Trustees of the University Baptist Church of Coral Gables, Florida in their capacity as "owners of the fee simple title".

On June 28, 1977, the City of Coral Gables approved a change of use for only "Lots 1 through 7, inclusive" to allow for the "operation of a Child Development Center" subject to certain conditions, including hours of operation and capping student enrollment to no greater than 110 students and 18 staff.

Section 1-103 of the City of Coral Gables Zoning Code sets forth the purpose of the City's zoning code, citing eleven (11) purposes governing its zoning. Importantly, subsection (C) of the Zoning Code states that one of the purposes of the zoning code is to implement the Comprehensive Plan (CP) of the City pursuant to Chapter 163, Florida Statutes, and more specifically, "[t]o preserve the basic comprehensive plan and layout of the City by its forefathers, more specifically George Merrick."

On July 16, 2009, Somerset Gables entered into a "Charter School Contract" with the School Board of Miami-Dade County, Florida.

On May 1, 2010, an "Educational Facilities Lease Agreement" was entered between The University Baptist Church of Coral Gables, Inc. ("Landlord") and Somerset Academy, Inc. ("Tenant").

On July 20, 2010, Honorable Jennifer Bailey, Circuit Court Judge of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida ruled in favor of the issuance of a certificate of use issued to Somerset Gables for one hundred and ten (110) students.

On July 29, 2010, Laura L. Russo, one of the attorneys of record for Somerset Academy, filed a Planning Department Application seeking the changes to the City of Coral Gables Comprehensive Plan and land use change for the property situated on 624 Anastasia Avenue, Coral Gables, Florida 33134 (hereinafter referred to as the "University Baptist Church"). Importantly, the "future land use element" includes a classification known as "Community Services and Facilities." That classification does not, and has never existed in the City of Coral Gables as evidenced by the then Acting City of Coral Gables Attorney, Lourdes Alfonsin-Ruiz .

The following persons registered as lobbyists with the Clerk of the City of Coral Gables:

1. State Representative Erik Fresen on behalf of Civica, LLC as registered lobbyist for Andreina Figueroa, Somerset Academy, Inc.
2. Attorney Laura L. Russo on behalf of Academica Corporation (Fernando Zulueta) and Suzette Ruiz, Somerset Academy Gables.

The purpose of this Memorandum is to provide legal and documentary evidence to the City of Coral Gables Planning and Zoning Board, as well as the Commission, so that all relevant legal, ethical and public policy issues are considered prior to making a decision that would require (1) changing the City's Comprehensive Plan; (2) changing the use of the land known as "University Baptist Church"; (3) violating the purposes of the City's Zoning Code; and (4) violating the legacy of George Merrick, the founder and original planner of the City of Coral Gables.

APPLICABLE LAW

The applicable laws are discussed above. They include, but are not limited to, the City of Coral Gables Zoning Code; the ethics laws governing lobbyists and elected state officials; all Florida Statutes pertaining to Education and compliance by the designated authorities to oversee charter schools; and all applicable Florida rules, statutes and regulations.

DISCUSSION

On February 29, 1968, a binding Declaration of Restrictive Covenants was signed by the Trustees of the University Baptist Church of Coral Gables, Florida in their capacity as "owners of the fee simple title". The 1968 Restrictive Covenant set forth the restrictions on the entire tract of land, consisting of the Church Building and "parsonages" situated on the entire property. A copy of the original, recorded Declaration of Restrictive Covenants is enclosed under Exhibit "B".

The 1968 Declaration of Restrictive Covenants states the following:

1. That said property will not be leased or rented or used in violation of any of the ordinances of the City of Coral Gables now in effect or hereinafter enacted.
2. That none of said Block 116, as above described, upon which the said covered walkway is to be situated shall be conveyed mortgaged, or leased separate and apart from each other, and they will be held together as one tract.
3. The undersigned hereby declare that this said covenant is intended to and shall constitute a restrictive covenant concerning the use, enjoyment and title to said Block 116 above described, and shall constitute covenants running with the land and shall be binding upon the said Trustees and their successors and assigns.

(Emphasis supplied) (Exhibit "B").

On June 28, 1977, the City of Coral Gables approved a change of use for only "Lots 1 through 7, inclusive" to allow for the "operation of a Child Development Center" subject to the following conditions:

1. That the hours of operation of such Child Development Center shall be between 8:30 A.M. to 2:30 P.M.;
2. That the student enrollment shall be limited to not more than 110 children;
3. That the staff members shall be limited to not more than 18; and
4. That ingress and egress for the Pre-Kindergarten and Mother's Day Out Program shall be from Segovia Street.

A copy of Ordinance No. 2252, approved by then City of Coral Gables Mayor James S. Dunn amending Ordinance No. 1525, which permitted University Baptist Church to change the use of Lots 1 through 7, inclusive, is enclosed under Exhibit "C", together with other legal documents that were filed as part of the public record in connection with this change of land use for only Lots 1 through 7.

Section 1-103 of the City of Coral Gables Zoning Code sets forth the purpose of the City's zoning code, citing eleven (11) purposes governing its zoning. Importantly, subsection (C) of the Zoning Code states that one of the purposes of the zoning code is

to implement the Comprehensive Plan (CP) of the City pursuant to Chapter 163, Florida Statutes, and more specifically, “[t]o preserve the basic comprehensive plan and layout of the City by its forefathers, more specifically George Merrick.” A copy of Section 1-103 is enclosed under Exhibit “D”.

On July 16, 2009, Somerset Gables entered into a “Charter School Contract” with the School Board of Miami-Dade County, Florida (Exhibit “E”). Interestingly, that “Contract” was entered into (1) prior to any lease agreement, (2) prior to any single application requesting an amendment to the Future Land Use Map of the City of Coral Gables Comprehensive Plan pursuant to the applicable Florida Statutes; and (3) prior to any single application by Somerset Gables requesting conditional use review pursuant to the applicable City of Coral Gables Zoning Code.

On May 1, 2010, an “Educational Facilities Lease Agreement” was entered between The University Baptist Church of Coral Gables, Inc. (“Landlord”) and Somerset Academy, Inc. (“Tenant”) for the following premises:

[p]art of premises located at 624 Anastasia Avenue, Coral Gables, Florida 33134, leased during daily lease hours for use as a public charter school and a preschool.

A copy of the May 1, 2010 lease agreement is set forth under Exhibit “F.”

A copy of the “Future Land Use Element” for the City of Coral Gables is enclosed for review under Exhibit “G”. Importantly, the “future land use element” includes a classification known as “Community Services and Facilities.” That classification does not, and has never existed in the City of Coral Gables as evidenced by the then Acting City of Coral Gables Attorney, Lourdes Alfonsin-Ruiz (Exhibit “H”).

On July 20, 2010, Honorable Jennifer Bailey, Circuit Court Judge of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida ruled in favor of the issuance to Somerset Gables of a certificate of use for one hundred and ten (110) students. A copy of the partial transcript of that July 20, 2010 hearing is enclosed under Exhibit "I".

On July 29, 2010, Laura L. Russo, one of the attorneys of record for Somerset Academy, filed a Planning Department Application seeking the changes to the City of Coral Gables Comprehensive Plan and land use change for the property situated on 624 Anastasia Avenue, Coral Gables, Florida 33134 (referred to as the "University Baptist Church"). A copy of that Application is enclosed under Exhibit "J".

The following persons registered as lobbyists with the Clerk of the City of Coral Gables:

1. State Representative Erik Fresen on behalf of Civica, LLC as registered lobbyist for Andreina Figueroa, Somerset Academy, Inc.
2. Attorney Laura L. Russo, Esquire on behalf of as registered lobbyist for Academica Corporation (Fernando Zulueta) and Suzette Ruiz, Somerset Academy Gables.

A copy of the City of Coral Gables 2011 Lobbyist Database is enclosed under Exhibit "K".

Although registration of lobbyist with government entities is public information, the undersigned would like to emphasize the lack of government transparency in making this information unavailable in the City of Coral Gables' website, despite the ease and minimal cost of making this information readily accessible via internet or the official website for the City of Coral Gables.

Upon reviewing public records, the undersigned believes it relevant, as a matter of public policy and ethics, to point out for the record that:

1. State Representative Eric Fresen is a registered lobbyist for Civica, LLC "lobbying" on behalf of Somerset Academy, Inc. (Exhibit "K");
2. The Articles of Incorporation for Civica, LLC were filed by Ignacio G. Zulueta, P.A. on or about May 12, 2004 (Exhibit "L");
3. Ignacio G. Zulueta, Attorney, is the Fernando Zulueta's brother;
4. Fernando Zulueta is State Representative Eric Fresen's brother-in-law (Exhibit "M");
5. State Representative Eric Fresen is the Vice-Chair of the Pre K-12 Appropriations Subcommittee (Exhibit "N"); and
6. State Representative Eric Fresen is the Chair of the K-20 Competitiveness Subcommittee in the Florida Legislature (Exhibit "O").

Since these proceedings are "quasi-judicial" in nature, then City of Coral Gables residents are not privy to any communications between lobbyists and their respective elected members of the Commission. Ironically and sadly, (1) Eric Fresen is the same registered lobbyist representing the interests of Somerset Academy, Inc.; (2) Eric Fresen is an elected member of the Florida House of Representatives representing the interests of those in District 111, a district which includes parts of the City of Coral Gables; and (3) Eric Fresen is also the Chair of the Republican Party of Miami-Dade County. For the record, the undersigned is neither a registered Democrat nor a registered Republican, but rather has had "No Political Affiliation" since registering to vote at the age of eighteen (18) in Miami-Dade County.

A copy of Chapter 112, Florida Statutes, which governs Public Officers and Employees is enclosed for your review and consideration under Exhibit "P". Additionally, and importantly, recent newspaper articles addressing even politicians' desire for "more stringent ethics laws" are enclosed under Exhibit "Q".

There are a number of public policy considerations that must be taken into account by both the City of Coral Gables Planning and Zoning Board, as well as the Commission. These public policy considerations include:

1. that the intended use of the University Baptist Church by City Founder and Planner, George Merrick, who intended that the land be used strictly as a Church in a residential neighborhood;
2. that the 1968 Restrictive Covenant and the subsequent 1977 Ordinance allowing the Church Ministry of a preschool limited to 110 students and 18 staff was carefully and thoughtfully planned;
3. that the recent construction of the medians and reduction of the number of traffic lanes in this residential neighborhood would severely impact any decision in this matter;
4. that the fact that the University Baptist Church property does not have any adequate facilities to satisfy the Miami-Dade County Public School Board's curriculum physical education requirements and, consequently, would "force" Somerset Gables to use the War Memorial Youth Center Facilities and adjacent parking lots despite the Youth Center not having neither the capacity nor financial funds to sustain the "unsustainable" for Somerset Gables;
5. that the fact that over two hundred and eighty three (283) Coral Gables neighbors and residents signed a petition opposing the use of the War Memorial Youth Center facilities and parking lots located at 405 University Drive, Coral Gables, Florida by any charter or private school for the educational and recreational purposes in their curriculum (Exhibit "R");
6. whether an adequate and updated "traffic study" has been conducted by a neutral party, which takes into account the recent commencement of median construction on Segovia and its impact;

7. whether a charter school should be allowed to operate in light of the fact there is underutilization of the surrounding public schools in the area as evidenced by the Miami-Dade County School Board Utilization Report, dated October 28, 2010 (Exhibit "S");
8. whether a charter school should be allowed to operate on the University Baptist Church property in light of the funding limitations of public education (copies of various recently published articles in The Miami Herald on the subject are enclosed under Exhibit "T");
9. whether the City of Coral Gables is in a position to comply with the "Education Accountability" requirements set forth by the Florida Legislature (Exhibit "U");
10. whether charter school are "better" than public schools (Exhibit "V"); and
11. whether those who "signed in" at the February 3, 2011 "Town Hall Meeting" organized by Somerset Gables was in fact a true representation of the residents of the City of Coral Gables who will be directly or indirectly affected if this application is approved (Exhibit "W").

Finally, the undersigned would like to note that the question of whether the City of Coral Gables complied with the notice requirements in light of Somerset Gables' Application to amend the City's Comprehensive Plan was not addressed in this Memorandum; however, in light of the seriousness of the lasting repercussions this application will have not only on the University Baptist Church property, but for future land use changes in the City of Coral Gables, the undersigned believes it imperative that the City of Coral Gables Attorney review compliance with all applicable laws, ordinances and codes governing the City of Coral Gables, including, but not limited to notice requirements and possible failure by State Representative and Registered Lobbyist, Eric Fresen, to financially disclose his interests as required by Florida Statutes.

CONCLUSION

The City of Coral Gables Planning and Zoning Board and Commission should deny Somerset Gables' application for an amendment to the Future Land Use Map of the City of Coral Gables Comprehensive Plan from "Religious/Institutional" to "Community Services and Facilities" for land commonly known as "University Baptist Church" since it would be (1) contrary to the intent and language of the land's 1968 Declaration of Restrictive Covenants; (2) contrary to the 1977 Ordinance (number 2252) governing the use of the land; (3) contrary to all eleven (11) purposes as set forth in the City of Coral Gables Zoning Code (Section 1-103); (4) raises ethical considerations given State Representative Eric Fresen's financial interest in this matter as a lobbyist and his familial relationship as brother-in-law to Somerset Gables' principal owner, Attorney Fernando Zulueta; and (5) all public policy issues affecting public education, public trust and government transparency.

This Legal Memorandum was hand-delivered during April 27, 2011 Planning and Zoning Board meeting by the undersigned.



Sandra I. Murado, Attorney
Florida Bar Number: 55549
City of Coral Gables Resident
Law Offices of Sandra I. Murado, P.A.
901 Ponce de Leon Blvd., Suite 504
Coral Gables, FL 33134
Telephone: (305) 448-4300
Facsimile: (305) 448-0600

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- Exhibit A April 27, 2011 Planning and Zoning Board Meeting Agenda
- Exhibit B Copy of the original, recorded Declaration of Restrictive Covenants
- Exhibit C Copy of City of Coral Gables Ordinance No. 2252, approved by then City of Coral Gables Mayor James S. Dunn amending Ordinance No. 1525
- Exhibit D Section 1-103 of the City of Coral Gables Zoning Code
- Exhibit E Charter School Contract entered between Somerset Gables with the School Board of Miami-Dade County, Florida
- Exhibit F “Educational Facilities Lease Agreement” was entered between The University Baptist Church of Coral Gables, Inc. (“Landlord”) and Somerset Academy, Inc. (“Tenant”)
- Exhibit G “Future Land Use Element” for the City of Coral Gables
- Exhibit H Copy of E-mail communications between then Interim City Attorney for Coral Gables, Lourdes Alfonsin-Ruiz and City of Coral Gables resident and Attorney Sandra I. Murado
- Exhibit I Copy of partial transcript of July 20, 2010 hearing before Honorable Jennifer Bailey, Eleventh Judicial Circuit Court, Miami-Dade County, Florida
- Exhibit J Copy of July 29, 2011 Planning Department Application by Somerset Gables
- Exhibit K Copy of the City of Coral Gables 2011 Lobbyist Database evidencing State Representative Eric Fresen as registered lobbyist for Civica LLC on behalf of Andreina Figueroa, Somerset Academy, Inc.
- Exhibit L Articles of Incorporation for Civica, LLC were filed by Ignacio G. Zulueta, P.A. on or about May 12, 2004
- Exhibit M Marriage license for Fernando Zulueta and Magdalena Fresen evidencing that Fernando Zulueta is State Representative Eric Fresen's brother-in-law
- Exhibit N Florida House of Representative website information confirming State Representative Eric Fresen is Vice-Chair of the Pre K-12 Appropriations Subcommittee
- Exhibit O Florida House of Representative website information confirming State Representative Eric Fresen is the Chair of the K-20 Competitiveness Subcommittee in the Florida Legislature

- Exhibit P Copy of Chapter 112, Florida Statutes, which governs Public Officers and Employees
- Exhibit Q Copies of recent newspaper articles addressing politicians' desire for "more stringent ethics laws"
- Exhibit R Documentary evidence of petition filed by over two hundred and eighty three (283) Coral Gables neighbors and residents who signed a petition opposing the use of the War Memorial Youth Center facilities and parking lots located at 405 University Drive, Coral Gables, Florida by any charter or private school for the educational and recreational purposes in their curriculum
- Exhibit S Miami-Dade County School Board Utilization Report, dated October 28, 2010, evidencing that the surrounding public schools in the area as underutilized
- Exhibit T Recently published articles in The Miami Herald confirming substantial reductions in funding to Florida, including Miami-Dade public schools public schools
- Exhibit U "Education Accountability" requirements set forth by the Florida Legislature
- Exhibit V Article on whether charter schools are "better" than public schools
- Exhibit W Copy of "sign-in" sheet of those in attendance at February 3, 2011 "Town Hall Meeting" organized by Somerset Gables and copies of Miami-Dade County property search records confirming the residence of those who "signed in" for the February 3, 2011



City of Coral Gables Local Planning Agency(LPA)/ Planning and Zoning Board Meeting

Coral Gables Memorial Youth Center Auditorium,
405 University Drive
Wednesday, April 27, 2011, 6:00 – 9:00 p.m.

Agenda

1. Planning and Zoning Board Member Roll Call:

Eibi Aizenstat, Chairperson
Robert Behar
Jack Coe
Jeffrey Flanagan, Vice Chairperson
Pat Keon
Javier Salman

2. Approval of the Minutes. Planning and Zoning Board Meeting Minutes of February 9, 2011.

3. Changes to the Agenda.

4. Public Hearing Procedures

- a. **Swearing in of Interested Parties.**
- b. **Sign In of Interested Parties:** Those who wish to address the Board during the public hearing portion must legibly record their name and address on the sign-in sheet with the item(s) they wish to address. This shall assist in recordation of the proceedings.
- c. **Meeting Procedures:** The following format will be utilized; however, the Chairperson in special circumstances may impose variations.
 - Identification of Agenda items by Chairperson
 - Applicant or Agent presentation
 - Presentation by Staff
 - Public comments (Limitations may be placed on time due to number of interested parties)
 - Public comment closes
 - Board discussion
 - Motion
 - Vote

Public Hearing Item(s) – Local Planning Agency/Planning and Zoning Board

5. Application No. 07-10-113-P. Change of Land Use, Conditional Use and Site Plan Review for Somerset Grace Academy Charter School, as follows:

1. An Ordinance of the City Commission of Coral Gables, Florida, requesting an amendment to the Future Land Use Map of the City of Coral Gables Comprehensive Plan pursuant to Small Scale amendment procedures (ss. 163.3187, Florida Statutes), from “Religious/Institutional” to “Community Services and Facilities” for a 2.6 acre parcel of land commonly known as the “University Baptist Church”, legally described as all of Block 116, Coral Gables Country Club Section Part 6 (624 Anastasia Avenue), Coral Gables, Florida; and, providing for severability, repealer, codification and an effective date. (LPA review).
2. An Ordinance of the City Commission of Coral Gables, Florida, requesting conditional use review pursuant to Zoning Code Article 3, Development Review, Division 4, Conditional Uses, to permit a student increase of an existing Charter School from 110 students to a maximum 735 students on property designated “Special Use (S)” Zoning District, legally described as all of Block 116, Coral Gables Country Club Section Part 6 (624 Anastasia Avenue), Coral Gables, Florida; providing for severability, repealer, codification, and an effective date. (PZB review).
3. An Ordinance of the City Commission of Coral Gables, Florida, requesting site plan review to permit miscellaneous site improvements and a student increase of an existing Charter School from 110 students to a maximum 735 students on property designated “Special Use (S)” Zoning District, legally described as all of Block 116, Coral Gables Country Club Section Part 6 (624 Anastasia Avenue), Coral Gables, Florida; and including required conditions; and providing for severability, repealer, codification, and an effective date. (PZB review).

6. Adjournment.



Eric Riel, Jr.
Planning Director

Next Regular Meeting: TBD

Any person making impertinent or slanderous remarks or who become boisterous while addressing the Board, shall be barred from further audience before the Board by the Chair, unless permission to continue or again address the Board is granted by the majority vote of the Board Members present. Clapping, applauding, heckling or verbal outbursts or any remarks in support or opposition to a speaker shall be prohibited. Signs or placards shall not be permitted in Commission Chambers.

Any person, who acts as a lobbyist pursuant to the City of Coral Gables Ordinance No. 2006-11, as amended, must register with the City Clerk prior to engaging in lobbying activities before City Staff, Boards, Committees or City Commission. A copy of the Ordinance is available in the Office of the City Clerk, City Hall. If a person decides to appeal any decision made by a Board, Committee or City Commission with respect to any matter considered at a meeting or hearing, that person will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). Any meeting may be opened and continued and, under circumstances, additional legal notice will not be provided. Any person requiring special accommodations for participation in the proceedings or the materials in accessible format should contact Walter Carlson, Assistant Planning Director at 305.460.5211, no less than three working days prior to the meeting. All meetings are telecast live on Coral Gables TV Channel 77.

ORDINANCE NO. 1141

AN ORDINANCE AMENDING ORDINANCE NO. 1005, KNOWN AS THE "ZONING CODE", AS AMENDED, AND PERMITTING CONSTRUCTION OF A CHURCH IN AN S-USE DISTRICT ON LOTS 1 TO 7, INCLUSIVE, AND LOTS 13 TO 16, INCLUSIVE, BLOCK 116, "COUNTRY CLUB SECTION PART SIX", PROVIDING CERTAIN REQUIREMENTS ARE MET; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, an application has been made by the University Baptist Church for use of Lots 1 to 7, inclusive, and Lots 13 to 16, inclusive, Block 116, "Country Club Section Part 6" for a new chapel and education unit addition for said University Baptist Church for church purposes; and for use of Lots 17 and 18, Block 116, "Country Club Section Part 6" for off-street parking purposes in conjunction therewith; and

WHEREAS, after due notice public hearings were held thereon before the Zoning Board of the City of Coral Gables on May 11, 1959 and on June 22, 1959 for special use of above described property for church purposes and off-street parking, respectively;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That Ordinance No. 1005, passed and adopted February 5, 1957, and known as the "Zoning Code", as amended, and that certain Building Content and Area District Plate No. 6 attached to and by reference made a part thereof, be and the same is hereby amended to show Lots 1 to 7, inclusive, as SA-17 Use and Lots 13 to 16, inclusive, as SR-9 Use, designating a special use of church purposes in A-17 Use and R-9 Use, Apartment Use District and Single Family Use District, respectively;

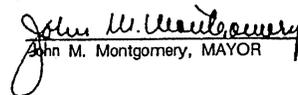
SECTION 2. That subject to the conditions and limitations hereinafter set forth Lots 1, 2, 3, 4, 5, 6, 7, 13, 14, 15 and 16, Block 116, "Country Club Section Part 6" may be used especially for church purposes and Lots 17 and 18, Block 116, "Country Club Section Part 6", may be used especially for off-street parking in conjunction therewith.

SECTION 3. That Lots 17 and 18, Block 116, "Country Club Section Part 6" shall be landscaped and maintained in good condition at the expense of the University Baptist Church, and that the landscaping and maintenance shall be at and under the direction of the City Manager of the City of Coral Gables.

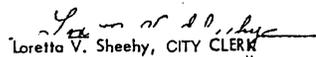
SECTION 4. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED THIS SEVENTH DAY OF JULY A. D. 1959.

APPROVED:


John M. Montgomery, MAYOR

ATTEST:


Loretta V. Sheehy, CITY CLERK

ORDINANCE NO. 2455

AN ORDINANCE AMENDING ORDINANCE NO. 1525, AS AMENDED, AND KNOWN AS THE "ZONING CODE", BY DEALING WITH A CHANGE OF ZONING ON LOT 9, LESS THE NORTH 20 FEET AND ALL OF LOTS 10, 11, 15, 16, 17 AND 18, BLOCK 33, BILTMORE SECTION, CORAL GABLES, DADE COUNTY, FLORIDA; AND REPEALING ALL ORDINANCES INCONSISTENT HEREWITH.

WHEREAS, an application was made for a change of zoning on Lot 9, less the North 20 feet and all of Lots 10 and 11, Block 33, Biltmore Section from D-10 Duplex Use (2127 minimum square foot floor area) to SD-10 Duplex Use (2127 minimum square foot floor area) and on Lots 15, 16, 17 and 18, Block 33, Biltmore Section from A-17 Apartment Use (3409 minimum square foot floor area) to SA-17 Apartment Use (3409 minimum square foot floor area). The letter symbol "S" to permit use for general Church purposes; and

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WHEREAS, after notice of public hearing duly published and notification of all property owners of record within three hundred (300) feet, a public hearings was held before the Planning and Zoning Board of the City of Coral Gables on January 17, 1983 at which hearing all interested persons were afforded an opportunity to be heard; and

WHEREAS, the Planning and Zoning Board, at its regular meeting of January 17, 1983 recommended that the applicant's request be approved subject to a Unity of Title being filed tying all the Church property together as one tract of land;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That Ordinance No. 1525, as amended, and known as the "Zoning Code", and in particular, that certain Use and Area Map Plate No. 6, attached thereto and by reference made a part thereof, shall be and the same is hereby amended to show henceforth a change of zoning on Lot 9, less the North 20 feet and all of Lots 10 and 11, Block 33, Biltmore Section, from D-10 Duplex Use (2127 minimum square foot floor area) to SD-10 Duplex Use (2127 minimum square foot floor area) and on Lots 15, 16, 17 and 18, Block 33, Biltmore Section from A-17 Apartment Use (3409 minimum square foot floor area) to SA-17 Apartment Use (3409 minimum square foot floor area). The letter symbol "S" to permit use for general Church purposes.

SECTION 2. That such use and change of zoning shall be and the same is hereby subject to the following conditions and restrictions:

1. That the existing duplex residential structure located on Lot 9, less the North 20 feet and all of Lots 10 and 11, Block 33, Biltmore Section shall be maintained in its duplex residential character until Lot 8 and the North 20 feet of Lot 9, Block 33, Biltmore Section are purchased and changed architecturally by the University Baptist Church.
2. That a Unity of Title shall be filed incorporating Lot 9, less the north 20 feet and Lots 10, 11, 15, 16, 17 and 18, Block 33, Biltmore Section with the University Baptist Church located on Lots 1 through 18, inclusive, Block 116, Country Club Section Part 6, which shall be held together as one tract of land and providing that no part or parcel shall be conveyed or mortgaged separate or apart therefrom.

SECTION 3. That all ordinances or parts of ordinances inconsistent or in conflict herewith shall be and the same are hereby repealed insofar as there is conflict or inconsistency.

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PASSED AND ADOPTED THIS EIGHTH DAY OF FEBRUARY, A.D., 1983.

APPROVED:

William H. Chapman
WILLIAM H. CHAPMAN
MAYOR

ATTEST:
Virginia L. Paul
VIRGINIA L. PAUL
CITY CLERK

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WARRANTY DEED
INDIVID TO INDIVID

DEI REC 12806 PG 675

RANCO FORM 61

This Warranty Deed Made the 28th day of Feb. A D 19 86 by
JACK H. WINTERS and MILDRED WINTERS, his wife,

hereinafter called the grantor to THE UNIVERSITY BAPTIST CHURCH OF CORAL GABLES,
INC.

whose postoffice address is 600 Santander Avenue, Coral Gables, Florida
hereinafter called the grantee

Whichever word between the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.

Witnesseth: That the grantor for and in consideration of the sum of \$--TEN-- and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-
leases, conveys and confirms unto the grantee, all that certain land situate in Dade
County, Florida, viz.

Lot 8, and the North 20 feet of Lot 9, of Block 33, of
CORAL GABLES BILTMORE SECTION, according to the Plat thereof,
as recorded in Plat Book 20, at Page 28, of the Public Records
of Dade County, Florida.

725.00 Documentary Stamps Collected
Dade County
Richard B. Hill
Clerk, Circuit & County Courts
Filed 2-28-86 DC

652.50 Special Documentary Stamps Collected
Dade County
Richard B. Hill
Clerk, Circuit & County Courts
Filed 2-28-86 DC

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent
to December 31, 19

In Witness Whereof, the said grantor, has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in our presence:

Gene Lator
Betty Kessler

Jack H. Winters
JACK H. WINTERS
Mildred Winters
MILDRED WINTERS, his wife

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgments, personally appeared
JACK H. WINTERS and MILDRED WINTERS, his wife,

to me known to be the person s described in and who executed
foregoing instrument and they acknowledged before me that they
executed the same.

WITNESS my hand and office
State last aforesaid this 28th
Feb.

Richard B. Hill
Notary Public, State of Florida, at Large
This instrument prepared by: BETTY KESSLER, Attorney at Law
2701 S. Bayshore Drive
Miami, Florida 33133

SPACE BELOW FOR RECORDERS USE
RECORDED IN SPECIAL ACCEPTED BOOK
OF DADE COUNTY FLORIDA
RECORDS VERIFIED
RICHARD B. HILL, N.M.
CLERK CIRCUIT COURT

5W

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, JAMES M. MARKLEY, OLIVER HOOVER and IRA C. HAYCOCK, as Trustees of the UNIVERSITY BAPTIST CHURCH of Coral Gables, Florida, are the owners of the fee simple title to the following described property situated in the City of Coral Gables, Florida:

All of Block 116, COUNTRY CLUB SECTION #6, according to the Plat thereof recorded in Plat Book 20 at Page 1 of the Public Records of Dade County, Florida;

AND WHEREAS, the said Trustees are the owners of the Church Building and Parsonages situated upon the above described property, and it is the desire of the said Trustees to erect a covered passage-way (awning type) adjacent to and connected with the building on Lot 16;

NOW THEREFORE, in consideration of the premises and of the issuance by the City of Coral Gables, Florida, of a building permit for the erection of patio slatted awnings as a covered walkway according to plans submitted, the undersigned do hereby declare and agree as follows:

1. That said property will not be leased or rented or used in violation of any of the ordinances of the City of Coral Gables now in effect or hereinafter enacted.
2. That none of said Block 116, as above described, upon which the said covered walkway is to be situated shall be conveyed, mortgaged, or leased separate and apart from each other, and they will be held together as one tract.

The undersigned hereby declare that this said covenant is intended to and shall constitute a restrictive covenant concerning the use, enjoyment and title to said Block 116 above described, and shall constitute covenants running with the land and shall be binding upon the said Trustees and their successors

and assigns,

IN WITNESS WHEREOF, the said JAMES M. MARKLEY, OLIVER HOOVER and IRA C. HAYCOCK, as Trustees of the UNIVERSITY BAPTIST CHURCH of Coral Gables, Florida, hereunto set their hands and seals this 29th day of February, A. D. 1968.

Witnesses:

James B. Frank
North E. Schellsky
Howard D. Markley

James M. Markley (SEAL)
James M. Markley

Oliver Hoover (SEAL)
Oliver Hoover

Ira C. Haycock (SEAL)
Ira C. Haycock

AS TRUSTEES OF THE UNIVERSITY BAPTIST CHURCH, OF CORAL GABLES, FLORIDA.

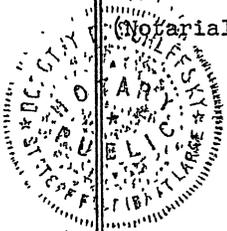
STATE OF FLORIDA }
COUNTY OF DADE }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JAMES M. MARKLEY, OLIVER HOOVER and IRA C. HAYCOCK, as Trustees of the UNIVERSITY BAPTIST CHURCH, of Coral Gables, Florida, to me known to be the persons described in and who executed the foregoing instrument as such Trustees, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Coral Gables, Dade County, Florida, this 29th day of February, A. D. 1968.

North E. Schellsky
Notary Public, State of Florida

My Commission expires: _____



NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES APR. 20, 1968,
BONDED THROUGH F.R.D. W. DIESTELNO.

APPROVED AS TO FORM.
Robert D. John
ASS'T CLERK APPROVED

State of Florida, County of Dade
This instrument was filed for record the 13 day of Feb
1968 at 5:52 PM and duly recorded in OFFICIAL RECORDS
Book 5862 on Page 548 File # 68R 44111

E. B. LEATHERMAN
Clerk Circuit Court

By [Signature] D. C.

July 1, 1977

University Baptist Church
624 Anastasia Avenue
Coral Gables, Florida 33134

RE: LOTS 1 THRU 16, INCLUSIVE, BLOCK
116, COUNTRY CLUB SECTION PART 6
Application No. 103-P

Gentlemen:

Attached herewith for your records is a copy of Ordinance No. 2252 which was passed and adopted by the City Commission on June 28, 1977. This ordinance was passed and adopted in connection with subject application and deals with a change of zoning on captioned property.

If you have any questions regarding this ordinance, please do not hesitate to contact this department.

Very truly yours,

THE CITY OF CORAL GABLES
PLANNING BOARD

John E. Vinsant
Secretary

esm

Enclosure: Ordinance No. 2252

ORDINANCE NO. 2252

AN ORDINANCE AMENDING ORDINANCE NO. 1525, AS AMENDED, AND KNOWN AS THE "ZONING CODE", BY DEALING WITH A CHANGE OF ZONING ON LOTS 1 THRU 16, INCLUSIVE, BLOCK 116, "COUNTRY CLUB SECTION PART 6", CORAL GABLES, DADE COUNTY, FLORIDA; AND REPEALING ALL ORDINANCES INCONSISTENT HEREWITH.

WHEREAS, an application was made for a change of the existing SA-17 zoning on Lots 1 thru 7, inclusive, of subject property; a change in the existing SD-10 zoning on Lots 8, 9, 10 and 11, of subject property and a change in the existing SR-9 zoning on Lots 12, 13, 14, 15 and 16 of subject property, in which the letter symbol "S" permits use for Church purposes, to permit an additional use of the property for the operation of a Child Development Center to be located in the existing facilities; said use to constitute a Pre-Kindergarten, Nursery School and Mother's Day Out Program; and

WHEREAS, after notice of public hearing duly published and notification of all property owners of record within three hundred feet (300'), a public hearing was held before the Planning Board of the City of Coral Gables, Florida, on May 16, 1977 at which hearing all interested persons were afforded an opportunity to be heard; and

WHEREAS, the Planning Board at its regular meeting of May 16, 1977 recommended that the application be approved under certain conditions and restrictions;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That Ordinance No. 1525, as amended and known as the "Zoning Code", and, in particular, that Use and Area Map Plate No. 6, attached thereto and by reference made a part thereof be and the same hereby is amended to show henceforth a change in the existing SA-17 zoning on Lots 1 thru 7, inclusive; a change in the existing SD-10 zoning on Lots 8, 9, 10 and 11; and a change in the existing SR-9 zoning on Lots 12, 13, 14, 15 and 16, all located in Block 116, "Country Club Section Part 6", Coral Gables, Dade County, Florida, in which the letter symbol "S" permits use for Church purposes so as to permit an additional use of the property for the operation of a Child Development Center to be located in the existing facilities; said use to constitute a Pre-Kindergarten Nursery School and Mother's Day Out Program.

SECTION 2. That the use of such property for the operation of a Child Development Center shall be subject to the following conditions and restrictions, to-wit:

- (a) That the hours of operation of such Child Development Center shall be between 8:30 A.M. to 2:30 P.M.;
- (b) That the student enrollment shall be limited to not more than 110 children;
- (c) That the staff members shall be limited to not more than 18; and
- (d) That ingress and egress for the Pre-Kindergarten and Mother's Day Out Program shall be from Segovia Street.

SECTION 3. That all ordinances or parts of ordinances inconsistent or in conflict herewith hereby are repealed insofar as there is conflict or inconsistency.

PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF JUNE, A.D. 1977.

APPROVED:

JAMES S. DUNN
MAYOR

ATTEST:

VIRGINIA L. PAUL
CITY CLERK

THE CITY OF CORAL GABLES, FLORIDA

32. FIRST READING ORDINANCE: TO PERMIT AN ADDITIONAL USE OF PROPERTY AT UNIVERSITY BAPTIST CHURCH FOR THE OPERATION OF A CHILD DEVELOPMENT CENTER.

Tom Maxey, Esquire, was present to discuss the request for a change of zoning in behalf of the University Baptist Church which was recommended by the Planning Board and after discussion, the following ordinance was presented and read by title as follows:

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 1525, AS AMENDED, AND KNOWN AS THE "ZONING CODE", BY DEALING WITH A CHANGE OF ZONING ON LOTS 1 THRU 16, INCLUSIVE, BLOCK 116, COUNTRY CLUB SECTION PART 6, CORAL GABLES, DADE COUNTY, FLORIDA; AND REPEALING ALL ORDINANCES INCONSISTENT HEREWITH.

Motion for its adoption was made by Commissioner Jacobson, seconded by Commissioner Brake and ordinance was passed on first reading on the 14th day of June, 1977 by the following roll call: "Yeas" - Commissioners Brake, Chapman, Jacobson and Kerdyk; Mayor Dunn - "Nays" - None.

MINUTES OF COMMISSION MEETING

JUN 14 1977

June 7, 1977

University Baptist Church
624 Anastasia Avenue
Coral Gables, Florida 33134

RE: LOTS 1 THRU 16, INCLUSIVE, BLOCK 116,
COUNTRY CLUB SECTION PART 6
Application No. 103-P

Gentlemen:

The City Commission at the regular Commission meeting, which reconvenes at 2:00 P.M. on Tuesday, June 14, 1977 in the Commission Chamber, City Hall, Coral Gables, Florida will consider the recommendation of the Planning Board made at its meeting of May 16, 1977, on your Application No. 103-P, in which the Planning Board recommended approval of a change in the existing SA-17 zoning on Lots 1 thru 7, Inclusive of subject property; a change in the existing SD-10 zoning on Lots 8, 9, 10 and 11 of subject property and a change in the existing SK-9 zoning on Lots 12, 13, 14, 15 and 16 of subject property to permit an additional use of the property for the operation of a Child Development Center to be located in the existing facilities; said use to constitute a Pre-Kindergarten, Nursery School and Mother's Day Out Program, subject to the following conditions and restrictions:

- (a) That the hours of operation of such Child Development Center shall be between 8:30 a.m. to 2:30 P.M.;
- (b) That the student enrollment shall be limited to not more than 110 children;
- (c) That the staff members shall be limited to not more than 18; and
- (d) That ingress and egress for the Pre-Kindergarten and Mother's Day Out Program shall be from Segovia Street.

It is requested that either you or your representative be present to present the proposal.

University Baptist Church
June 7, 1977
Page 2

If you desire further information concerning this item, please do not hesitate to contact this department.

Very truly yours,

THE CITY OF CORAL GABLES
PLANNING BOARD

John E. Vinsant
Secretary

CSM

cc: Mr. Tom Maxey
Mrs. John Kizer

ATTACHED LETTER SENT TO FOLLOWING:

Violet F. Stevens

3125 Segovia Street

Coral Gables, Florida 33134

Mrs. Shirley M. Jaffe

714 Santander Avenue

Coral Gables, Florida 33134

Ms. Rachel G

Ms. Rachel G. Rice

708 Anastasia Avenue

Coral Gables, Fla. 33134

Ms. Jean G. Helvey

3282 Riviera Drive

Coral Gables, Fla. 33134

Mr. Richard T. Ismay

3288 Riviera Drive

Coral Gables, Fla. 33134

Mr. Everett L. Cope

2044 Cedar Bridge Road

Northfield, New Jersey 08225

Ms. Dorothy B. Craig

3278 Riviera Drive

Coral Gables, Fla. 33134

Aileen A. Link

701 Camilo Avenue

Coral Gables, Fla. 33134

Sherri LaForge

3275 Riviera Drive

Coral Gables, Fla. 33134

THE CITY OF CORAL GABLES
PLANNING BOARD
June 7, 1977

NOTICE TO AFFECTED PROPERTY OWNERS

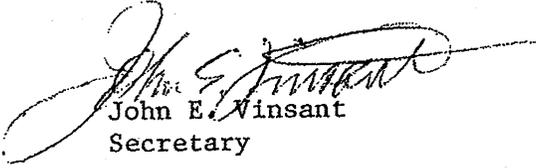
RE: LOTS 1 THRU 16, INCLUSIVE, BLOCK 116,
COUNTRY CLUB SECTION PART 6
Application No. 103-P

The City Commission at the regular Commission meeting, which reconvenes at 2:00 P.M. on Tuesday, June 14, 1977 in the Commission Chamber, City Hall, Coral Gables, Florida will consider the recommendation of the Planning Board made at its meeting of May 16, 1977, on Application No. 103-P, in which the Planning Board recommended approval of a change in the existing SA-17 zoning on Lots 1 thru 7, Inclusive of subject property; a change in the existing SD-10 zoning on Lots 8, 9, 10 and 11 of subject property and a change in the existing SR-9 zoning on Lots 12, 13, 14, 15 and 16 of subject property to permit an additional use of the property for the operation of a Child Development Center to be located in the existing facilities; said use to constitute a Pre-Kindergarten, Nursery School and Mother's Day Out Program, subject to the following conditions and restrictions:

- (a) That the hours of operation of such Child Development Center shall be between 8:30 a.m. to 2:30 P.M.;
- (b) That the student enrollment shall be limited to not more than 110 children;
- (c) That the staff members shall be limited to not more than 18; and
- (d) That ingress and egress for the Pre-Kindergarten and Mother's Day Out Program shall be from Segovia Street.

If you desire further information concerning this item, please do not hesitate to contact this department.

THE CITY OF CORAL GABLES
PLANNING BOARD


John E. Winsant
Secretary

For University Baptist

Planning Board Oks day care

Mom will get the morning off, free from child-care, if the Goral Gables City Commission upholds a Planning Board vote to allow a day-care center at University Baptist Church.

The church requested they be allowed to use existing facilities for a pre-kindergarten, nursery school and Mother's Day Out program to be operated from 9 a.m. to 1:30

p.m.

Tom Maxey, representing University Baptist Church, said church members and neighbors had requested the service.

Neighbors within 300 feet of the church at 624 Anastasia Ave. were notified of the public hearing on Monday. Most neighbors did not object to the day school use, but instead objected to the change in zoning.

The Planning Board voted to restrict ingress and egress to the school facilities to the Segovia Avenue entrance. In addition, they limited the school's hours to an 8:30 a.m. opening time and a 2:30 p.m. closing. A maximum of 110 children will be able to use the facilities. The church had requested 75, but board members agreed they should allow some leeway for expansion.



PUBLIC HEARING

✓ 103-P

LOTS 1 THRU 16, INCLUSIVE, BLOCK 116, COUNTRY CLUB
SECTION PART 6
(624 Avenue Anastasia)

University Baptist Church - Owner and Applicant

APPLICANT'S PROPOSAL: The applicant requests a change in the existing SA-17 zoning on Lots 1 thru 7, inclusive of subject property; a change in the existing SD-10 zoning on Lots 8, 9, 10 and 11 of subject property and a change in the existing SR-9 zoning on Lots 12, 13, 14, 15 and 16 of subject property to permit an additional use of the property for the operation of a Child Development Center to be located in the existing facilities said use to constitute a Pre-Kindergarten, Nursery School and Mother's Day Out Program.

FINDINGS: The Planning Board finds:

1. A public hearing was held on Monday, May 16, 1977 to consider a change in the existing SA-17 zoning on Lots 1 thru 7, inclusive, of subject property; a change in the existing SD-10 zoning on Lots 8, 9, 10 and 11 of subject property and a change in the existing SR-9 zoning on Lots 12, 13, 14, 15 and 16 of subject property to permit an additional use of the property for the operation of a Child Development Center to be located in the existing facilities; said use to constitute a Pre-Kindergarten, Nursery School and Mother's Day Out Program. A notice of the hearing was published in the Times on April 23, 1977 and all property owners of record within 300 feet of subject property were notified of the hearing.

EXCERPTS FROM
PLANNING BOARD PROCEEDINGS

MAY 16 1977

CONTINUED

2. Mr. Tom Maxey, representing University Baptist Church, and Mrs. John Kizer, Director of Pre-School Education at University Baptist Church, appeared before the Board to present the proposal.
3. Mr. Maxey stated that the church was proposing to offer a Day Care Center and a Mother's Day Out Center in the existing facilities. Mr. Maxey also stated that it was not anticipated that any remodeling or any new buildings will be necessary.
4. Mr. Maxey referred to the objections which had been received by the Planning Board regarding the proposed change in the existing zoning (see Item No. 20 of these proceedings) and stated that the objections seem primarily to refer to parking problems and additional noise. Mr. Maxey also stated that he was in sympathy with those who wish to avoid changing the zoning which might create encroachment problems and set the wrong type of precedence.
5. Mr. Maxey stated that there should be no concern with the parking as the Mothers will be dropping off the children as the proposed use is a pre-school, kindergarten operation and picking them up later in the day. Mr. Maxey stated that the picking up and dropping off of the children will be done primarily on Segovia Street. Mr. Maxey further stated that the Church had plenty of parking and that he did not see any real problems in that aspect.
6. Mr. Maxey stated that there are a number of other churches in Coral Gables who run the same or similar type program. Mr. Maxey also stated that he felt that the proposed was for the good of the community and is needed today with more and more of the young mothers having to work and the right type of place is needed for the children.
7. Mr. Maxey stated that the results, which they have had, as far as pre-surveys and inquiries received at the Church all tend to indicate that the proposed will be well supported. Mr. Maxey also stated that the proposed will have the right type of staff.
8. Upon a question from the Board, Mrs. Kizer stated that approximately 70 children will be using the proposed facility.
9. Upon a question from the Board, Mr. Maxey stated that the day care center is on the Segovia Street side of the Church. Mr. Maxey also stated that the Sunday School classrooms which they propose to use can be reached by the Segovia Street side of the Church.

THE CITY OF CORAL GABLES
PLANNING BOARD PROCEEDINGS
MAY 16, 1977
PAGE 3

CONTINUED

10. Upon a question from the Board, Mr. Maxey stated that the only parking which would be needed would be for the staff, as the Mothers will be dropping the children off.
11. Upon a question from the Board, Mrs. Kizer stated that there would be approximately 12 to 14 staff members for the proposed use.
12. Upon a question from the Board, Mrs. Kizer stated that for the Mother's Day Out program, the children will come on Monday and Friday from 9:30 a.m. to 1:30 P.M. Mrs. Kizer also stated that there will be two (2) classes for three year olds - one being Monday, Wednesday and Friday. Mrs. Kizer also stated that there will be one class for four (4) year olds meeting five (5) days weekly from 9:00 a.m. to 12:00 (Noon) so there will be some parents picking up their children at Noon and others will be getting their children at 1:30 P.M.
13. Upon a question from the Board, Mrs. Kizer stated that there is no proposed change to the exterior of the existing building but several baths will probably be added to the interior.
14. Upon a question from the Board, Mrs. Kizer stated that at the present time there are eight (8) rooms being used for pre-school age children operating on Sunday morning and other times when adults are in the Church.
15. Upon a question from the Board, Mrs. Kizer stated that there will be a charge for the proposed. Mrs. Kizer stated that the proposed use will be non-profit and will be self-supporting.
16. Sherri La Forge (Lots 3 and 4, Block 115, Country Club Section Part 6) appeared before the Board in connection with subject application.
17. Mrs. La Forge stated that she lived right next door to the parking lot for the University Baptist Church. Mrs. La Forge also stated that she was in favor of the proposed school and that she did not see any problem with the parking.
18. A number of people were in attendance at the meeting and indicated by raised hands that they were in favor of the proposed.
19. No one was in attendance at the meeting which indicated that they were not in favor of the proposed.

CONTINUED

20. Letters were received from the following property owners indicating that they were opposed to the applicant's request:

- (a) Shirley M. Jaffe
Lots 14 and 15, Block 32,
Biltmore Section
(714 Santander Avenue)

REMARKS

The purpose of Coral Gables being a quiet residential community is slowly being defeated.

- (b) Rachel G. Rice
Lot 1, Block 115,
Country Club Section Part 6
(708 Anastasia Avenue)

REMARKS

As much as I sympathize with the working mother, I strongly PROTEST this proposed change in zoning. We bought our home here in the Gables to have peace and quiet, but it is gradually becoming a nightmare, and we certainly don't need more traffic and nursery school.

- (c) Jean G. Helvey
Lots 1 and 2, Block 122,
Country Club Section Part 6
(3282 Riviera Drive)

REMARKS

This house was built for a home in a restricted area. We do not want this property to become commercial. To permit a school would only add to the confusion, noise and traffic. We object to any changes from the original code, to do so would decrease the value of the property.

- (d) Richard T. Ismay
Lots 3 and 4, Block 122,
Country Club Section Part 6
(3288 Riviera Drive)

REMARKS

I think a daily school in the neighborhood will disturb the quiet residential atmosphere, which is why we moved here. Sunday is bad enough, with the church people parking in front of our property, which I pay for the up-keep. The stones don't deter the parking. Also property values may suffer.

CONTINUED

- (e) Everett L. Cope
Lots 10 and 11, less West 15'; Block 123,
Country Club Section Part 6
(2044 Cedar Bridge Road, New Jersey)

REMARKS

We are against rezoning the complete block. The pre-kindergarten school in the Riviera Baptist Church would be acceptable but not extending it for a complete block.

- (f) Dorothy B. Craig
Lots 1 and 2, Block 123,
Country Club Section Part 6
(3278 Riviera Drive)

REMARKS

I object to any change in the existing zoning on the above lots.

- (g) Aileen A. Link
Lots 3 and 4, Block 123,
Country Club Section Part 6
(701 Camilo Avenue)

REMARKS

I object to the SA-17 zoning on Lots 1 - 7, a change in the existing SR-9 zoning on Lots 12, 13, 14, 15 and 16. I do not object to a day school using the present facilities but do object to zoning change.

21. Upon a question from the Board, Mr. Vinsant stated that the proposed was similar to previous requests which the Planning Board had had. Mr. Vinsant also stated that St. James Lutheran Church, First Methodist Church of South Miami, St. Philips Episcopal Church and Riviera Presbyterian Church had day schools. Mr. Vinsant further stated that he felt that the church is performing a very good service to the community and, therefore, he would recommend that the application be approved as set forth in the application.
22. In discussing limiting the maximum number of students and the maximum number of staff, Mr. Maxey stated that he did not feel that a limitation would hurt them at this time but that he did not feel that it was fair as the other churches did not have limitations.
23. It was pointed out by the Board that there is a school in Coral Gables which was given permission for a grade school and it ended up becoming a full school and that the school had tripled its enrollment.

CONTINUED

24. In discussing limiting the maximum number of staff members, Mrs. Kizer stated that the church would require additional staff if the number of children required. Mrs. Kizer also stated that University Baptist Church is the only church taking care of children under two (2) years of age. Mrs. Kizer also stated that she felt that the proposed would be quality pre-school care.

ACTION BY THE PLANNING BOARD: After discussion and consideration, a motion was made by Mrs. Eldredge and seconded by Mrs. Heissner recommending to the City Commission that the applicant's request be approved.

A motion was then made by Mr. George and accepted by Mrs. Eldredge and Mrs. Heissner to amend the motion to include the following provisions and conditions:

- (a) That the hours of operation be from 9:00 a.m. to 1:30 P.M.;
- (b) That the student enrollment be limited to 75 children;
- (c) That the staff members be limited to 15; and
- (d) That ingress and egress for the pre-kindergarten and Mother's Day Out Program be from Segovia Street.

PLANNING BOARD MEMBERS CONCURRING:

Mr. George, Dr. Jude and Mr. Mayer

PLANNING BOARD MEMBERS DISSENTING:

Mrs. Eldredge, Mrs. Heissner and Mr. Peck

Chairman Peck announced that the amendment had failed due to the lack of the majority of the Board being in favor of the amendment.

A motion was than made by Dr. Jude and seconded by Mr. Mayer to amend the motion to include the following conditions and restrictions:

- (a) That the hours of operation be from 8:30 a.m. to 2:30 P.M.;
- (b) That the student enrollment be limited to 110 children;
- (c) That the staff members be limited to 18; and
- (d) That ingress and egress for the pre-kindergarten and Mother's Day Out Program be from Segovia Street.

PLANNING BOARD MEMBERS CONCURRING:

Dr. Jude, Mr. Mayer, Mrs. Eldredge,
Mrs. Heissner, Mr. George and Mr. Peck

THE CITY OF CORAL GABLES
PLANNING BOARD PROCEEDINGS
MAY 16, 1977
PAGE 7

CONTINUED

The recommendation of the Planning Board to the City Commission that the applicant's request be approved with the following conditions and restrictions:

- (a) That the hours of operation be from 8:30 a.m. to 2:30 P.M.;
- (b) That the student enrollment be limited to 110 children;
- (c) That the staff members be limited to 18; and
- (d) That ingress and egress for the pre-kindergarten and Mother's Day Out Program be from Segovia Street

was approved with the following Planning Board members concurring:

PLANNING BOARD MEMBERS CONCURRING:

Mrs. Eldredge, Mrs. Heissner, Mr. George,
Dr. Jude, Mr. Mayer and Mr. Peck

Mr. Aronson was not present at the meeting.

NOTE: (See copy of proposed ordinance attached)

EXCERPTS FROM
PLANNING BOARD PROCEEDINGS

MAY 16 1977

THE CITY OF CORAL GABLES
PLANNING BOARD
P. O. Drawer 34-1549
Coral Gables, Florida 33134

I, or We, as Owner(s) of LOT(S) Lot 1 and north half of Lot 2
BLOCK B4 SECTION Coral Gables Beltramo Section

do hereby object (), or do not object (X) to the proposed:

CHANGE IN THE EXISTING SA-17 ZONING ON LOTS 1 THRU 7, INCLUSIVE; A CHANGE IN THE EXISTING SD-10 ZONING ON LOTS 8, 9, 10 AND 11, AND A CHANGE IN THE EXISTING SR-9 ZONING ON LOTS 12, 13, 14, 15 AND 16, ALL BEING LOCATED IN BLOCK 116, COUNTRY CLUB SECTION PART 6, CORAL GABLES, DADE COUNTY, FLORIDA TO PERMIT AN ADDITIONAL USE OF THE PROPERTY FOR THE OPERATION OF A CHILD DEVELOPMENT CENTER TO BE LOCATED IN THE EXISTING CHURCH FACILITIES LOCATED ON SUBJECT PROPERTY, SAID USE TO CONSTITUTE A PRE-KINDERGARTEN, NURSERY SCHOOL AND MOTHER'S DAY OUT PROGRAM.

(See location sketch attached)

Remarks: I am proud and pleased to inform you that I
heartily agree to the re-zoning for using your facilities
for the betterment of the children and the mothers.

Name of Owner (Print): VIOLET F. STEVENS
Signature of Owner: Violet F. Stevens
Address of Owner: 3125 Segovia, Coral Gables, Fla. 33134

Information as to the outcome of this hearing and the date the recommendation will be submitted to the City Commission for its consideration may be obtained from the Planning Department, 442-6479.

NOTE: TO EXPRESS YOUR VIEWS
PLEASE PLACE A CHECK (✓)
MARK AFTER WORDING AS
INDICATED.

rec'd
5-16-77
7:30 p.m.
CSM

PLEASE CHECK () IF YOU DESIRE TO BE NOTIFIED OF THE DATE THE CITY COMMISSION WILL CONSIDER THE RECOMMENDATION OF THE PLANNING BOARD.

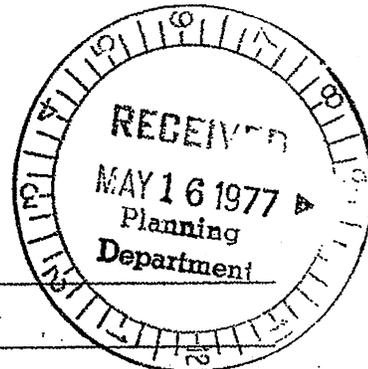
Re: Application No. 103-P

PLANNING DEPARTMENT

LETTERS HAVE BEEN RECEIVED FROM THE FOLLOWING IN CONNECTION WITH ITEM NO. 103-P

Property Owner	LEGAL DESCRIPTION			Address	Opposed	Not Opposed	Comments
	Lot	Block	Section				
Irley M. Jaffe (Mrs.) 001	14 & 15	32	Biltmore	714 Santander Avenue	X		The purpose of Coral Gables being a quiet residential community is slowly being defeated.
Chel G. Rice 022	1	115	CC #6	708 Anastasia Ave.	X		As much as I sympathize with the working mother, I strongly PROTEST this proposed change in zoning. We bought our home, here in the Gables to have peace and quiet, but it is gradually becoming a nightmare, and we certainly don't need more traffic and nursery school
Alan G. Helvey 026	1 & 2	122	CC #6	3282 Riviera Dr.	X		This house was built for a home in a restricted area. We do not want this property to become commercial. To permit a school would only add to the confusion, noise and traffic. We object to any changes from the original code, to do so would decrease the value of the property.
Richard T. Ismay 027	3 & 4	122	CC #6	3288 Riviera Dr.	X		I think a daily school in the neighborhood will do the quiet residential atmosphere, which is why we moved here. Sunday is bad enough, with the church people parking in front of our property, which I pay for the upkeep. The stones don't deter the parking. Also property values may suffer.
Herbert L. Cope 031	10 & 11 less W 15'	122	CC #6	2044 Cedar Bridge Rd. N.J.	X		We are against rezoning the complete block. the pre-kindergarten school in the Riviera Baptist Church would be acceptable but not extending it for a complete block.
Brother B. Craig 035	1 & 2	123	CC #6	3278 Riviera Dr.	X		I object to any change in the existing zoning on the above lots.
Maureen A. Link 036	3 & 4	123	CC #6	701 Camilo Ave.	X		I object to the SA-17 zoning on Lots 1 - 7, a change in existing SR-9 zoning on Lots 12,13,14,15 & 16. I do not object to a Day's school using the present facilities but do object to zoning change.

THE CITY OF CORAL GABLES
PLANNING BOARD
P. O. Drawer 34-1549
Coral Gables, Florida 33134



I, or We, as Owner(s) of LOT(S) 75 & 16
BLOCK 116 SECTION Riviera

do hereby object () , or do not object () to the proposed:

CHANGE IN THE EXISTING SA-17 ZONING ON LOTS 1 THRU 7, INCLUSIVE; A CHANGE IN THE EXISTING SD-10 ZONING ON LOTS 8, 9, 10 AND 11, AND A CHANGE IN THE EXISTING SR-9 ZONING ON LOTS 12, 13, 14, 15 AND 16, ALL BEING LOCATED IN BLOCK 116, COUNTRY CLUB SECTION PART 6, CORAL GABLES, DADE COUNTY, FLORIDA TO PERMIT AN ADDITIONAL USE OF THE PROPERTY FOR THE OPERATION OF A CHILD DEVELOPMENT CENTER TO BE LOCATED IN THE EXISTING CHURCH FACILITIES LOCATED ON SUBJECT PROPERTY, SAID USE TO CONSTITUTE A PRE-KINDERGARTEN, NURSERY SCHOOL AND MOTHER'S DAY OUT PROGRAM.

(See location sketch attached)

Remarks: The purpose of C.B. being a quiet residential community is hereby being defeated

Name of Owner (Print): SHURLEY M. JAFFE
Signature of Owner: Shurley M. Jaffe
Address of Owner: 714 Sant Anderson Ave

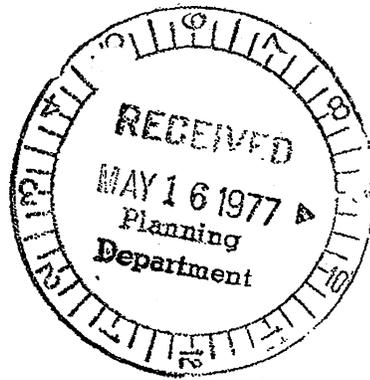
Information as to the outcome of this hearing and the date the recommendation will be submitted to the City Commission for its consideration may be obtained from the Planning Department, 442-6479.

NOTE: TO EXPRESS YOUR VIEWS PLEASE PLACE A CHECK (✓) MARK AFTER WORDING AS INDICATED.

PLEASE CHECK (✓) IF YOU DESIRE TO BE NOTIFIED OF THE DATE THE CITY COMMISSION WILL CONSIDER THE RECOMMENDATION OF THE PLANNING BOARD.

Re: Application No. 103-P

THE CITY OF CORAL GABLES
PLANNING BOARD
P. O. Drawer 34-1549
Coral Gables, Florida 33134



I, or We, as Owner(s) of LOT(S) 1
BLOCK 115 SECTION 600

do hereby object () , or do not object () to the proposed:

CHANGE IN THE EXISTING SA-17 ZONING ON LOTS 1 THRU 7, INCLUSIVE; A CHANGE IN THE EXISTING SD-10 ZONING ON LOTS 8, 9, 10 AND 11, AND A CHANGE IN THE EXISTING SR-9 ZONING ON LOTS 12, 13, 14, 15 AND 16, ALL BEING LOCATED IN BLOCK 116, COUNTRY CLUB SECTION PART 6, CORAL GABLES, DADE COUNTY, FLORIDA TO PERMIT AN ADDITIONAL USE OF THE PROPERTY FOR THE OPERATION OF A CHILD DEVELOPMENT CENTER TO BE LOCATED IN THE EXISTING CHURCH FACILITIES LOCATED ON SUBJECT PROPERTY, SAID USE TO CONSTITUTE A PRE-KINDERGARTEN, NURSERY SCHOOL AND MOTHER'S DAY OUT PROGRAM.

(See location sketch attached)

Remarks: As much as I sympathize with the working mother, I strongly PROTEST this proposed change in zoning. We bought our homes, here, in the Gables to have peace and quiet, but it is gradually becoming a nightmare, and we certainly don't need more traffic and nursery schools.

Name of Owner (Print): Rachel G. Rice
Signature of Owner: Rachel G. Rice
Address of Owner: 708 Anastasia Ave.

Information as to the outcome of this hearing and the date the recommendation will be submitted to the City Commission for its consideration may be obtained from the Planning Department, 442-6479.

NOTE: TO EXPRESS YOUR VIEWS PLEASE PLACE A CHECK (✓) MARK AFTER WORDING AS INDICATED.

PLEASE CHECK (✓) IF YOU DESIRE TO BE NOTIFIED OF THE DATE THE CITY COMMISSION WILL CONSIDER THE RECOMMENDATION OF THE PLANNING BOARD.

Re: Application No. 103-P

THE CITY OF CORAL GABLES
PLANNING BOARD
P. O. Drawer 34-1549
Coral Gables, Florida 33134



I, or We, as Owner(s) of LOT(S) One and Two (1 & 2)

BLOCK 122 SECTION Country Club #6

do hereby object (), or do not object () to the proposed:

CHANGE IN THE EXISTING SA-17 ZONING ON LOTS 1 THRU 7, INCLUSIVE; A CHANGE IN THE EXISTING SD-10 ZONING ON LOTS 8, 9, 10 AND 11, AND A CHANGE IN THE EXISTING SR-9 ZONING ON LOTS 12, 13, 14, 15 AND 16, ALL BEING LOCATED IN BLOCK 116, COUNTRY CLUB SECTION PART 6, CORAL GABLES, DADE COUNTY, FLORIDA TO PERMIT AN ADDITIONAL USE OF THE PROPERTY FOR THE OPERATION OF A CHILD DEVELOPMENT CENTER TO BE LOCATED IN THE EXISTING CHURCH FACILITIES LOCATED ON SUBJECT PROPERTY, SAID USE TO CONSTITUTE A PRE-KINDERGARTEN, NURSERY SCHOOL AND MOTHER'S DAY OUT PROGRAM.

(See location sketch attached)

Remarks: This house was built for a home in a restricted area. We do
this property
not want to become commercial. To permit a school would only add
to the confusion, noise and traffic. We object to any changes from
the original Code, to do so would decrease the value of the property.

Name of Owner (Print): Jean G. Helvey

Signature of Owner: *Jean G. Helvey*

Address of Owner: 3282 Riviera Drive, Coral Gables, Fla. 33134

Information as to the outcome of this hearing and the date the recommendation will be submitted to the City Commission for its consideration may be obtained from the Planning Department, 442-6479.

NOTE: TO EXPRESS YOUR VIEWS
PLEASE PLACE A CHECK ()
MARK AFTER WORDING AS
INDICATED.

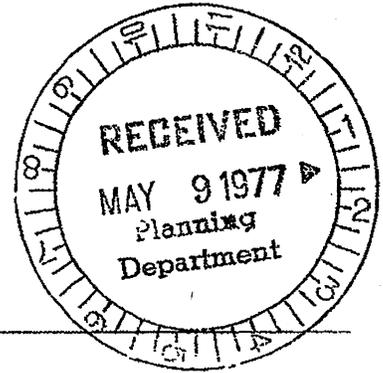
PLEASE CHECK () IF YOU DESIRE TO BE NOTIFIED OF THE DATE THE CITY COMMISSION WILL CONSIDER THE RECOMMENDATION OF THE PLANNING BOARD.

Re: Application No. 103-P

THIS IS A COURTESY NOTICE --- NOT REQUIRED BY LAW

FILE

THE CITY OF CORAL GABLES
PLANNING BOARD
P. O. Drawer 34-1549
Coral Gables, Florida 33134



I, or We, as Owner(s) of LOT(S) 344
BLOCK 122 SECTION 6 CE

do hereby object () , or do not object () to the proposed:

CHANGE IN THE EXISTING SA-17 ZONING ON LOTS 1 THRU 7, INCLUSIVE; A CHANGE IN THE EXISTING SD-10 ZONING ON LOTS 8, 9, 10 AND 11, AND A CHANGE IN THE EXISTING SR-9 ZONING ON LOTS 12, 13, 14, 15 AND 16, ALL BEING LOCATED IN BLOCK 116, COUNTRY CLUB SECTION PART 6, CORAL GABLES, DADE COUNTY, FLORIDA TO PERMIT AN ADDITIONAL USE OF THE PROPERTY FOR THE OPERATION OF A CHILD DEVELOPMENT CENTER TO BE LOCATED IN THE EXISTING CHURCH FACILITIES LOCATED ON SUBJECT PROPERTY, SAID USE TO CONSTITUTE A PRE-KINDERGARTEN, NURSERY SCHOOL AND MOTHER'S DAY OUT PROGRAM.

(See location sketch attached)

Remarks: *I think a daily school in the neighborhood will disturb the quiet residential atmosphere, which why we moved here Sunday is bad enough, with the church people parking in front of our property, which I pay for the upkeep. The stones don't deter the parking. Also property values may suffer.*

Name of Owner (Print): Richard T. Ismay
Signature of Owner: RICHARD T. ISMAY
Address of Owner: 3288 Riviera Dr.

Information as to the outcome of this hearing and the date the recommendation will be submitted to the City Commission for its consideration may be obtained from the Planning Department, 442-6479.

NOTE: TO EXPRESS YOUR VIEWS
PLEASE PLACE A CHECK ()
MARK AFTER WORDING AS
INDICATED.

PLEASE CHECK () IF YOU DESIRE TO BE NOTIFIED OF THE DATE THE CITY COMMISSION WILL CONSIDER THE RECOMMENDATION OF THE PLANNING BOARD.

Re: Application No. 103-P

THIS IS A COURTESY NOTICE --- NOT REQUIRED BY LAW

627



THE CITY OF CORAL GABLES
PLANNING BOARD
P. O. Drawer 34-1549
Coral Gables, Florida 33134

EVERETT L. COPE
MARGARET COPE

I, or We, as Owner(s) of LOT(S) 10 and 11
BLOCK 122 SECTION Coral Gables Country Club

do hereby object () or do not object () to the proposed: Action # 6

CHANGE IN THE EXISTING SA-17 ZONING ON LOTS 1 THRU 7, INCLUSIVE; A CHANGE IN THE EXISTING SD-10 ZONING ON LOTS 8, 9, 10 AND 11, AND A CHANGE IN THE EXISTING SR-9 ZONING ON LOTS 12, 13, 14, 15 AND 16, ALL BEING LOCATED IN BLOCK 116, COUNTRY CLUB SECTION PART 6, CORAL GABLES, DADE COUNTY, FLORIDA TO PERMIT AN ADDITIONAL USE OF THE PROPERTY FOR THE OPERATION OF A CHILD DEVELOPMENT CENTER TO BE LOCATED IN THE EXISTING CHURCH FACILITIES LOCATED ON SUBJECT PROPERTY, SAID USE TO CONSTITUTE A PRE-KINDERGARTEN, NURSERY SCHOOL AND MOTHER'S DAY OUT PROGRAM.

(See location sketch attached)

Remarks: We are against rezoning the complete block. The pre-kindergarten school in the Lincoln Baptist Church would be acceptable but not extending it for a complete block

Name of Owner (Print): EVERETT L. COPE
Everett L. Cope
Signature of Owner: Margaret Cope
Address of Owner: 2044 Casey Bridge Rd
Northfield, N.J. 08225

Information as to the outcome of this hearing and the date the recommendation will be submitted to the City Commission for its consideration may be obtained from the Planning Department, 442-6479.

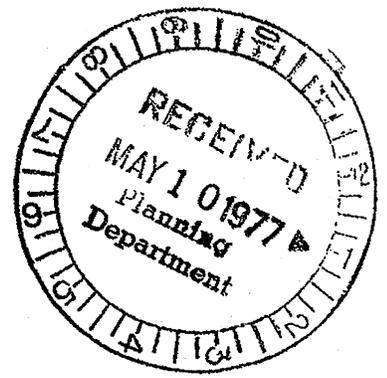
NOTE: TO EXPRESS YOUR VIEWS
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INDICATED.

PLEASE CHECK () IF YOU DESIRE TO BE NOTIFIED OF THE DATE THE CITY COMMISSION WILL CONSIDER THE RECOMMENDATION OF THE PLANNING BOARD.

Re: Application No. 103-P

FILE

THE CITY OF CORAL GABLES
PLANNING BOARD
P. O. Drawer 34-1549
Coral Gables, Florida 33134



I, or We, as Owner(s) of LOT(S) 1 and 2
BLOCK 123 SECTION 6 - Coral Gables Country Club

do hereby object () , or do not object () to the proposed:

CHANGE IN THE EXISTING SA-17 ZONING ON LOTS 1 THRU 7, INCLUSIVE; A CHANGE IN THE EXISTING SD-10 ZONING ON LOTS 8, 9, 10 AND 11, AND A CHANGE IN THE EXISTING SR-9 ZONING ON LOTS 12, 13, 14, 15 AND 16, ALL BEING LOCATED IN BLOCK 116, COUNTRY CLUB SECTION PART 6, CORAL GABLES, DADE COUNTY, FLORIDA TO PERMIT AN ADDITIONAL USE OF THE PROPERTY FOR THE OPERATION OF A CHILD DEVELOPMENT CENTER TO BE LOCATED IN THE EXISTING CHURCH FACILITIES LOCATED ON SUBJECT PROPERTY, SAID USE TO CONSTITUTE A PRE-KINDERGARTEN, NURSERY SCHOOL AND MOTHER'S DAY OUT PROGRAM.

(See location sketch attached)

Remarks: I object to any change in the existing zoning as to the above center.

Name of Owner (Print): Dorothy B. Craig
Signature of Owner: Dorothy B. Craig
Address of Owner: 3078 Riviera Drive

Information as to the outcome of this hearing and the date the recommendation will be submitted to the City Commission for its consideration may be obtained from the Planning Department, 442-6479.

NOTE: TO EXPRESS YOUR VIEWS PLEASE PLACE A CHECK (✓) MARK AFTER WORDING AS INDICATED.

PLEASE CHECK (✓) IF YOU DESIRE TO BE NOTIFIED OF THE DATE THE CITY COMMISSION WILL CONSIDER THE RECOMMENDATION OF THE PLANNING BOARD.

Re: Application No. 103-P

FILE

THE CITY OF CORAL GABLES
PLANNING BOARD
P. O. Drawer 34-1549
Coral Gables, Florida 33134



I, or We, as Owner(s) of LOT(S) 3 & 4 - Block 123
BLOCK 123 SECTION C. G. Country Club - sec 6

do hereby object (X), or do not object () to the proposed:

CHANGE IN THE EXISTING SA-17 ZONING ON LOTS 1 THRU 7, INCLUSIVE; A CHANGE IN THE EXISTING SD-10 ZONING ON LOTS 8, 9, 10 AND 11, AND A CHANGE IN THE EXISTING SR-9 ZONING ON LOTS 12, 13, 14, 15 AND 16, ALL BEING LOCATED IN BLOCK 116, COUNTRY CLUB SECTION PART 6, CORAL GABLES, DADE COUNTY, FLORIDA TO PERMIT AN ADDITIONAL USE OF THE PROPERTY FOR THE OPERATION OF A CHILD DEVELOPMENT CENTER TO BE LOCATED IN THE EXISTING CHURCH FACILITIES LOCATED ON SUBJECT PROPERTY, SAID USE TO CONSTITUTE A PRE-KINDERGARTEN, NURSERY SCHOOL AND MOTHER'S DAY OUT PROGRAM.

(See location sketch attached)

Remarks: I object to the SA-17 zoning on Lots 1 thru 7 -
a change in existing SR-9 zoning on lots 12, 13, 14, 15 & 16
do not object to the day school - using the present facilities
but do object to zoning changes.

Name of Owner (Print): Aileen A. Link
Signature of Owner: Aileen A. Link
Address of Owner: 701 Converse Ave. Coral Gables, Fla.

Information as to the outcome of this hearing and the date the recommendation will be submitted to the City Commission for its consideration may be obtained from the Planning Department, 442-6479.

NOTE: TO EXPRESS YOUR VIEWS
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INDICATED.

PLEASE CHECK () IF YOU DESIRE TO BE NOTIFIED OF THE DATE THE CITY COMMISSION WILL CONSIDER THE RECOMMENDATION OF THE PLANNING BOARD.

Re: Application No. 103-P

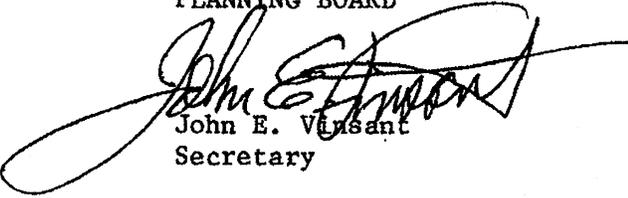
LEGAL NOTICE

NOTICE OF HEARING BEFORE THE PLANNING BOARD OF THE CITY OF CORAL GABLES, FLORIDA TO CONSIDER A CHANGE IN THE EXISTING SA-17 ZONING ON LOTS 1 THRU 7, INCLUSIVE; A CHANGE IN THE EXISTING SD-10 ZONING ON LOTS 8, 9, 10 AND 11, AND A CHANGE IN THE EXISTING SR-9 ZONING ON LOTS 12, 13, 14, 15 AND 16, ALL BEING LOCATED IN BLOCK 116, COUNTRY CLUB SECTION PART 6, CORAL GABLES, DADE COUNTY, FLORIDA TO PERMIT AN ADDITIONAL USE OF THE PROPERTY FOR THE OPERATION OF A CHILD DEVELOPMENT CENTER TO BE LOCATED IN THE EXISTING CHURCH FACILITIES LOCATED ON SUBJECT PROPERTY, SAID USE TO CONSTITUTE A PRE-KINDERGARTEN, NURSERY SCHOOL AND MOTHER'S DAY OUT PROGRAM.

All interested persons are hereby notified that under the provisions of Ordinance No. 1525, an application has been made for a change in the existing SA-17 zoning on Lots 1 thru 7, Inclusive; a change in the existing SD-10 zoning on Lots 8, 9, 10 and 11, and a change in the existing SR-9 zoning on Lots 12, 13, 14, 15 and 16, all being located in Block 116, Country Club Section Part 6, Coral Gables, Dade County, Florida to permit an additional use of the property for the operation of a Child Development Center to be located in the existing church facilities located on subject property, said use to constitute a Pre-Kindergarten, Nursery School and Mother's Day Out Program.

Interested persons may express their views at the hearing or file them in writing with the undersigned on or before the commencement of the hearing which will be held before the Planning Board of the City of Coral Gables, in the Commission Chamber, City Hall, Coral Gables, Florida commencing at 7:30 P.M. on Monday, May 16, 1977.

THE CITY OF CORAL GABLES
PLANNING BOARD



John E. Vinsant
Secretary

Publish in THE TIMES
April 23, 1977

THE CITY OF CORAL GABLES
PLANNING BOARD

HEARINGS AND RECOMMENDATIONS

Under the provisions of the Zoning Code of the City of Coral Gables, (Ordinance No. 1525), the Planning Board acts as a recommending and advisory body to the City Commission.

All meetings of the Board are open to the public. Four members of the Board shall constitute a quorum, and the affirmative vote of a majority of the Board shall be necessary for any action thereof; provided, however, that in all cases where an amendment to the Zoning Code is under consideration and the owners of record of at least twenty percent (20%) of the property within the area affected as defined by the Board, file with the Board a written protest against such proposed changes, then no favorable recommendation of such amendment shall be made by the Board except on the affirmative vote of five-sevenths (5/7) of the members of the Board.

All interested parties are urged to attend the Public Hearing and to advise others interested. Objections or expression of approval may be made in person at the hearing or filed in writing with the Secretary of the Planning Board prior to or at the hearing.

Interested parties requesting information are asked to contact the office of the Planning Department, 442-6479 or visit the Planning Department on the third floor in the City Hall. Refer to hearing number when making inquiries.

The recommendations of the Board are submitted to the City Commission for its consideration.

All interested parties having an interest in a hearing before the Planning Board are advised that the recommendations of the Planning Board and the date the recommendations will be submitted to the City Commission for its consideration may be obtained from the office of the Planning Department, 442-6479.

APPEAL FROM THE DECISION OF THE CITY COMMISSION

Any appeal from the decision of the City Commission may be taken by any person or persons, jointly or severally, aggrieved by any decision of the City Commission by presenting to the Circuit Court a petition for issuance of a Writ of Certiorari, duly certified, setting forth that such decision is illegal, in whole or in part, certifying the grounds of the illegality, provided same is done in the manner and within the time provided by Florida Appellate Rules.

THE CITY OF CORAL GABLES
PLANNING BOARD
P. O. Drawer 34-1549
Coral Gables, Florida 33134

I, or We, as Owner(s) of LOT(S) _____

BLOCK _____ SECTION _____

do hereby object (), or do not object () to the proposed:

CHANGE IN THE EXISTING SA-17 ZONING ON LOTS 1 THRU 7, INCLUSIVE; A CHANGE IN THE EXISTING SD-10 ZONING ON LOTS 8, 9, 10 AND 11, AND A CHANGE IN THE EXISTING SR-9 ZONING ON LOTS 12, 13, 14, 15 AND 16, ALL BEING LOCATED IN BLOCK 116, COUNTRY CLUB SECTION PART 6, CORAL GABLES, DADE COUNTY, FLORIDA TO PERMIT AN ADDITIONAL USE OF THE PROPERTY FOR THE OPERATION OF A CHILD DEVELOPMENT CENTER TO BE LOCATED IN THE EXISTING CHURCH FACILITIES LOCATED ON SUBJECT PROPERTY, SAID USE TO CONSTITUTE A PRE-KINDERGARTEN, NURSERY SCHOOL AND MOTHER'S DAY OUT PROGRAM.

(See location sketch attached)

Remarks: _____

Name of Owner (Print): _____

Signature of Owner: _____

Address of Owner: _____

Information as to the outcome of this hearing and the date the recommendation will be submitted to the City Commission for its consideration may be obtained from the Planning Department, 442-6479.

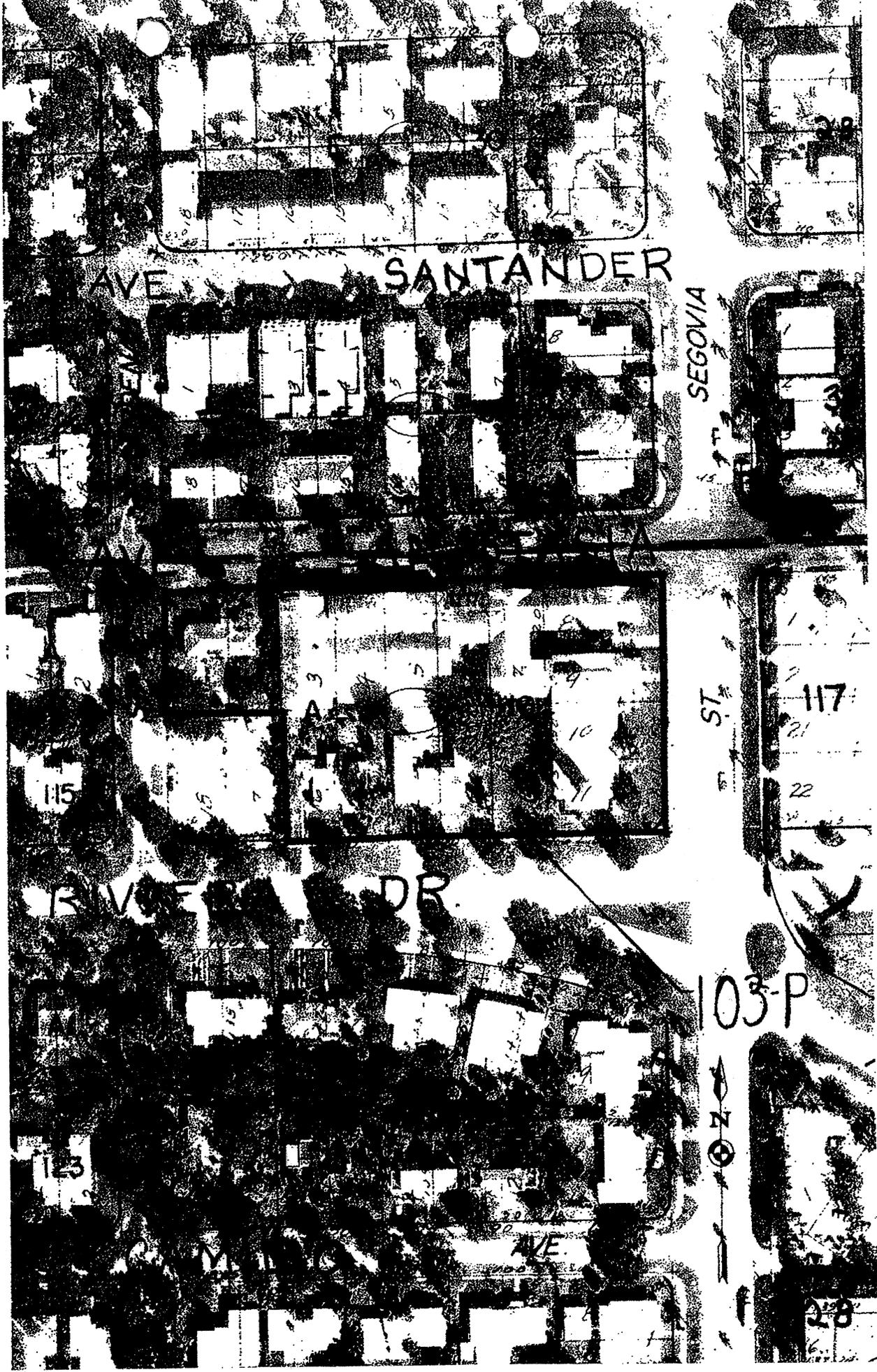
NOTE: TO EXPRESS YOUR VIEWS
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INDICATED.

PLEASE CHECK () IF YOU DESIRE TO BE NOTIFIED OF THE DATE THE CITY COMMISSION WILL CONSIDER THE RECOMMENDATION OF THE PLANNING BOARD.

Re: Application No. 103-P

THIS IS A COURTESY NOTICE ---- NOT REQUIRED BY LAW





AVE. SANTANDER

SEGOVIA

AVE. ALBA

ST.

103-P

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AVE.

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LEGAL NOTICE

Notice of hearing before the Planning Board, of the City of Coral Gables, Florida to consider a change in the existing SA-17 zoning on lots 1 thru 7, inclusive; a change in the existing 50-10 zoning on lots 8, 9, 10 and 11, and a change in the existing SR-9 zoning on lots 12, 13, 14, 15 and 16, all being located in Block 116, Country Club section Part 2, Coral Gables, Dade County, Florida to permit an additional use of the property for the operation of a Child Development Center to be located in the existing church facilities located on subject property and use to constitute a Pre-Kindergarten, Nursery School and Mother's Day Out program.

All interested persons are hereby notified that under the provisions of Ordinance No. 3525, an application has been made for a change in the existing SA-17 zoning on lots 1 thru 7, inclusive, a change in the existing 50-10 zoning on lots 8, 9, 10 and 11, and a change in the existing SR-9 zoning on lots 12, 13, 14, 15 and 16, all being located in Block 116, Country Club Section Part 2, Coral Gables, Florida to permit an additional use of the property for the operation of a Child Development Center to be located in the existing church facilities located on subject property, and use to constitute a Pre-Kindergarten, Nursery School and Mother's Day Out Program.

Interested persons may express their views at the hearing or file their comments with the undersigned on or before the commencement of the hearing which shall be held before the Planning Board of the City of Coral Gables, at the Commission Chamber, City Hall, Coral Gables, Florida commencing at 7:30 P.M. on Monday, May 16, 1977.

THE CITY OF CORAL GABLES
PLANNING BOARD
John F. Venturi
Secretary

Printed in the Times
April 23, 1977

025

UNIVERSITY BAPTIST CHURCH
624 ANASTASIA AVENUE
CORAL GABLES, FLORIDA 33134

OFFICE OF PLANNING DIRECTOR
THE CITY OF CORAL GABLES
P. O. DRAWER 341849
CORAL GABLES, FLORIDA 33134

NOTICE OF PUBLIC HEARING

PS Form 3811, Jan. 1975

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
 Show to whom and date delivered..... 15¢
 Show to whom, date, & address of delivery.. 35¢
 RESTRICTED DELIVERY.
 Show to whom and date delivered..... 65¢
 RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
 University Baptist Church
 624 Anastasia Avenue
 Coral Gables, Florida 33134

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.

(Always obtain signature of addressee or agent)
 I have received the article described above.
 SIGNATURE Addressee Authorized agent

4. DATE OF DELIVERY POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

★ GPO: 1975-O-569-047

PS Form 3811, Jan. 1975

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
 Show to whom and date delivered..... 15¢
 Show to whom, date, & address of delivery.. 35¢
 RESTRICTED DELIVERY.
 Show to whom and date delivered..... 65¢
 RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
 University Baptist Church
 624 Anastasia Avenue
 Coral Gables, Florida 33134

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 3343-22

(Always obtain signature of addressee or agent)
 I have received the article described above.
 SIGNATURE Addressee Authorized agent

4. DATE OF DELIVERY POSTMARK
 University Baptist Church
 1/17/75

5. ADDRESS (Complete only if requested)
 1975

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

★ GPO: 1975-O-569-047

EXHIBITS

MUSIC

Musical experiences of all types are included in the Center: singing, rhythms, self-expression with instruments, auditory discrimination, and music appreciation.

CONVERSATIONAL SPANISH

Nursery school and pre-kindergarten pupils are exposed to conversational Spanish. This is to help them appreciate their studies of other people and foreign places, as well as to communicate better in the Miami area.

PHYSICAL FITNESS

Two new unique playgrounds offer the most modern equipment available for creative play and exercise for preschoolers. In a safe, stimulating environment, play becomes a confidence building, learning experience.

FIELD TRIPS

Excursions are an important part of our preschool curriculum. Young children need to see, hear, and touch their world in order to connect words and ideas to places and objects.

ADMINISTRATIVE STAFF

Dan J. Yeary, Pastor
Kathryn W. Kizer, Director
WEEKDAY EARLY EDUCATION
COMMITTEE
Mrs. Barbara Reker, Chairperson
Mrs. Greta Brasington Walter W. Mosely
Mrs. Carolyn McCollough
Mrs. Judy Davis Mrs. Martha Murray
Mrs. Elizabeth Turner, Bartender



TRUST US

TRUST US WITH YOUR MOST

PRECIOUS POSSESSION YOUR CHILD

Child

Development

Center

REGISTER NOW FOR FALL

Openings are limited and will be filled on a first-come first-served basis.

TELEPHONE: 448-4425

UNIVERSITY BAPTIST CHURCH
CORNER RIVIERA AT SEGOVIA
CORAL GABLES, FLORIDA 33134
TELEPHONE 448-4425

PURPOSE

University Baptist Church is committed to providing quality preschool education in a loving, caring Christian environment.

With a faculty of dedicated Christians and competent educators, it is our goal:

- to broaden intellectual horizons.
- to help children observe, explore, assimilate, and evaluate information.
- to increase independence in meeting and solving problems.
- to strengthen inner emotional controls and grow toward self-discipline.
- to foster self-esteem.
- to promote the language skills.
- to promote health, physical growth, and motor development.
- to experience the Christian way of group living.



AGES

PRE-KINDERGARTEN FOR FOUR-YEAR-OLDS
Monday - Friday
9:00 A.M. - 12:00 Noon

NURSERY SCHOOL FOR THREE-YEAR-OLDS
Monday - Friday
9:00 A.M. - 12:00 Noon
OR
Monday, Wednesday, Friday
(3 days)
9:00 A.M. - 12:00 Noon

MOTHER'S DAY OUT
Mondays and Fridays
9:30 A.M. - 1:30 P.M.

Two months through two years (Age divisions are made according to the number of children involved.)

(If the brother or sister is pre-kindergarten or nursery school, the child in Mother's Day Out may come at 9:00.)

EXTENDED PROGRAM

Any child in pre-kindergarten or nursery school may stay on Mondays and Fridays until 1:30 for \$1.50 per day and advance reservation.

DAY CARE

Requests for all day care or hours after 1:30 P.M. will be considered on an individual basis by the Weekday Early Education Committee of the church.

TUITION

PRE-KINDERGARTEN AND NURSERY SCHOOL

FIVE DAYS WEEKLY

\$50 monthly - University Members
\$55 monthly - Non Members

THREE DAYS WEEKLY

\$30 monthly - University Members
\$35 monthly - Non Members

MOTHER'S DAY OUT

Daily: Infants \$5
Toddlers through twos \$4
Monthly: Infants \$30
Toddlers through twos \$25

LUNCHES will be brought from home, and the Center will provide the beverage.

REGISTRATION

To register for pre-kindergarten or nursery school, pay a registration fee of \$25 along with the child's name, birth date, address and telephone number.

To reserve a place for Mother's Day Out, pay a \$5 registration fee.

FOR TWO IN SAME FAMILY
A reduction of \$7 per family per month will be given for two children from the same family where both children are cared for until 1:30 on Mondays and Fridays.
A reduction of \$12 per family per month will be given for two children from the same family where both children leave at 12:00.

LOUIS JAFFE ET UX
714 AVE SANTANDER
CORAL GABLES FLA
CORAL GABLES BILTMORE SEC 1995
LOTS 14 & 15 BLK 32

4117 08 5050 20-28 001

GARLEY SMITH JR ET UX
700 AVE SANTANDER
CORAL GABLES FLA 33134
CORAL GABLES PILTMORE SEC 2000
LOTS 16 & 17 BLK 32

4117 08 5060 20-28 002

ERNST ROSENKRANTZ ET UX
707 AVE ANASTASIA
CORAL GABLES FLA
CORAL GABLES BILTMORE SEC 2001
LOTS 18 THRU 20 BLK 32

4117 08 5070 20-28 003

HECTOR CRUZ ET UX
715 AVE ANASTASIA
CORAL GABLES FLA
CORAL GABLES BILTMORE SEC 2004
✓ LOTS 21 & 22 BLK 32 ✓

4110 08 5080 20-28 004

PHYLLIS J ROKE ET VIR
640 SANTANDER AVE-APT 8
CORAL GABLES FL 33134
CORAL GABLES PILTMORE SEC 2014
LOTS 1 & 2 BLK 33

4117 08 5130 20-28 005

JAMES P BARDONELLI, TRUSTEE
4906 S.W. 8TH ST
MIAMI FL 33134
CORAL GABLES BILTMORE SEC 2016
LOT 3 BLK 33

4117 08 5150 20-28

006

JAMES P. CANNONELL, TRUSTEE
4905 S.W. 8TH ST
MIAMI FL 33134

CORAL GABLES BILTMORE SEC 2017
LOT 4 BLK 33

4117 08 5150

00-00

HERBA INVEST ESTATES TRUST
619 ANASTASIA AVE APT 2
CORAL GABLES FL 33134

CORAL GABLES BILTMORE SEC 2013
LOTS 5 THRU 7
BLK 33 COMBINED WITH
LOTS 12 THRU 14 BLK 33 01-23
SEE FOLIO 2025 4117 08 5150

007

JACK WINERS 2 1/2 N BAYVIEW DR. L.F.E
600 SANTAVERA AVE
CORAL GABLES FL 33134

CORAL GABLES BILTMORE SEC 1023
LOT 8 & N 20' LOT 9
BLK 33

4117 08 5180

00-00

008

KATHLEEN B MILTON
3916 PALMARITO STREET
CORAL GABLES FLA 33134

CORAL GABLES BILTMORE SEC 2023
S 30' OF LOT 9 &
ALL LOTS 10 & 11 BLK 33

4117 08 5190

00-00

009

HERBA INVESTMENTS & HOLDING &
2100 FIRST FEDERAL BLDG. PART 1
MIAMI, FLORIDA 33134

CORAL GABLES BILTMORE SEC 2025
LOTS 12 THRU 14
BLK 33 COMBINED WITH
LOTS 5 THRU 7 BLK 33
SEE FOLIO 2018

00-00

010

EDUARDO MARTINEZ ET UX
3406 GRANADA AVE
CORAL GABLES, FLORIDA 33134

CORAL GABLES BILTMORE SEC 2023
LOTS 15 & 16 BLK 33

4117 08 5210

00-00

011

JULIO C. TRIEBLING ET UX
265 TRADE WIND DR
PALM BEACH FL 33410

✓ CORAL GABLES BILTMORE SEC 3010
LOTS 17 & 18 BLK 33 ✓

4117 08 5220

20-23

012

V.F. STEVENS & W.A. ROSE
3125 SEROVIA STREET
CORAL GABLES, FLORIDA 33134

CORAL GABLES BILTMORE SEC 3032
LOT 1 & NW 1/4 OF LOT 2
BLK 34

4117 08 5230

20-23

013

CELESTE M. CALHOUN
3131 SEROVIA ST.
CORAL GABLES, FLA. 33134

CORAL GABLES BILTMORE SEC 3034
SW 1/4 OF LOT 2 & ALL LOT 3
BLK 34

4117 08 5240

20-23

014

CAROLYN L. BENNSTERN
545 ANASTASIA AVE
CORAL GABLES FL 33134

CORAL GABLES BILTMORE SEC 3035
LOT 4 BLK 34

4117 08 5250 7

20-23

015

VICENTE CARDOQUAS ET UX
7930 SW 19 ST
MIAMI FL 33155

✓ CORAL GABLES BILTMORE SEC 3036
LOTS 5 & 6 BLK 34

4117 08 5260

20-23

016

SHERIF SHAFREY ET UX
270 HARBOR DR
KEY BISCAYNE FL 33149

✓ CORAL GABLES BILTMORE SEC 3037
LOTS 21 & 22 BLK 34 ✓

4117 08 5370

20-23

017

LUIS A. ESPINO JR. ET UX
720 ANASTASIA AVENUE
CORAL GABLES, FLORIDA 33134

CORAL GABLES COUNTRY CLUB 7357
SECTION PART 6
LOTS 9 & 10
BLK 114 20-1

018

MAURICE T. HART JR ET UX
714 ANASTASIA AVE
CORAL GABLES FL 33134

COUNTRY CLUB SECTION NO 6 7358
LOTS 11 & 12 BLK 114

4117 04 0050 20-1

019

EUGENE JONES ET UX
3271 RIVIERA DRIVE
CORAL GABLES FLA 33134

COUNTRY CLUB SECTION NO 6 7341
LOTS 13 & 14 BLK 114

20-1

020

LEO H BROUNT
3267 RIVIERA DR
CORAL GABLES FLA

COUNTRY CLUB SECTION NO 6 7343
✓ LOTS 15 & 16 BLK 114 ✓

20-1

021

RACHAEL G. RICE
708 ANASTASIA AVENUE
CORAL GABLES, FLA 33134

CORAL GABLES COUNTRY CLUB 7353
SECTION PART 6
LOT 1
BLK 115
ALSO E 5 FT OF ALLEY 201 20-1

022

ROBERT E. BELMONT ET BF ET UX
700 AVE ANASTASIA
CORAL GABLES FLA 33134

COUNTRY CLUB SECTION NO 6 7354
LOT 2 BLK 115

20-1

023

RAYMOND B LA FORGE RT WR
3275 RIVIERA DRIVE
CORAL GABLES, FLA. 33134

✓ COUNTRY CLUB SECTION NO 6 7055 ✓
LOTS 3 & 4 BLK 115

20-1

024

UNIVERSITY BAPTIST CHURCH
624 ANASTASIA AVENUE
CORAL GABLES, FLORIDA 33134

COUNTRY CLUB SECTION NO 5 7057
LOTS 1 THRU 4 BLK 116

20-1

UNIVERSITY BAPTIST CHURCH
624 ANASTASIA AVENUE
CORAL GABLES, FLORIDA 33134

COUNTRY CLUB SECTION NO 6 7061
LOTS 5 THRU 12 BLK 116

20-1

025

UNIVERSITY BAPTIST CHURCH
624 ANASTASIA AVENUE
CORAL GABLES, FLORIDA 33134

COUNTRY CLUB SECTION NO 6 7065
LOTS 13 & 14 BLK 116

20-1

UNIVERSITY BAPTIST CHURCH
624 ANASTASIA AVENUE
CORAL GABLES, FLORIDA 33134

COUNTRY CLUB SECTION NO 6 7075
LOT 17 BLK 116

20-1

UNIVERSITY BAPTIST CHURCH
624 ANASTASIA AVENUE
CORAL GABLES, FLORIDA 33134

COUNTRY CLUB SECTION NO 5 7071
LOTS 15 & 16 BLK 116

20-1

UNIVERSITY BAPTIST CHURCH
624 ANASTASIA AVENUE
CORAL GABLES, FLORIDA 33134

COUNTRY CLUB SECTION NO 6 7074
LOT 18 BLK 116

20-1

CITY OF CORAL GABLES
YOUTH CENTER

E X E M P T

COUNTRY CLUB SECTION NO 6 7075
LOTS 1 & 2 ALSO LOTS 5 THRU 22
BLK 117 & LOTS 1 THRU 12 BLK 118

20-1

✓ E

CITY OF CORAL GABLES

E X E M P T

COUNTRY CLUB SECTION NO 6 7377
LOTS 3 & 4 BLK 117

20-1

CITY OF CORAL GABLES

E X E M P T

COUNTRY CLUB SECTION NO 6 8049
ALL BLOCK 121

20-1

JEAN G HELVEY
3292 RIVIERA DR
CORAL GABLES FLA

COUNTRY CLUB SECTION NO 6 8059
LOTS 1 & 2 BLK 122

20-1

026

RICHARD T ISMAY ET UX
3288 RIVIERA DRIVE
CORAL GABLES FLA

COUNTRY CLUB SECTION NO 6 8061
LOTS 3 & 4 BLK 122

20-1

027

LOUIS DE BAYLE ET UX
3290 RIVIERA DRIVE
CORAL GABLES FLA

COUNTRY CLUB SECTION NO 6 8063
LOT 5 & W 35' OF LOT 6
BLK 122

20-1

028

BENJAMIN L BURNETT ET UX
3294 RIVIERA DRIVE
CORAL GABLES FLA

COUNTRY CLUB SECTION NO 6 8064
E 15' LOT 6 & ALL LOT 7
ALSO W 20' LOT 6 BLK 122

20-1

029

A. WAIVERS OF OBJECTION. These are optional in all cases, and may be in individual letter of intent form. Waiver must show that signer has knowledge of exactly what the application covers. Signature and address must be shown.

12. The following enclosures where applicable MUST BE ATTACHED to complete application:
11. All data and exhibits submitted in connection with this application become a PERMANENT PART OF THE PUBLIC RECORDS OF THE CITY OF CORAL GABLES.
10. No plans will be considered by the Planning Board which are not filed with this application.

10. Drawings submitted with this application must have preliminary approval from the Board of Architects.
If so, show size, location and set-backs on plot plan.

9. Are there any existing structures on the property? YES _____ NO _____
(CBS, Frame, Frame-Stucco, Other) _____
CHURCH BUILDINGS _____
If so, what type? _____

8. Has a building permit been refused? _____ NO _____

7. If so, in whose name was the violation notice served? _____ N/A _____

7. Is this hearing being requested as a result of a violation notice? _____ NO _____

Nature of hearing _____

6. If so, in whose name? _____ When? _____

6. Has a hearing been held on this property within the last year? _____ NO _____

(SEE ABOVE STATEMENT)

5. Intent. Reasons why this application should be approved, explain in detail. (Use separate sheet if required). Specify the exact nature of the use or operation applied for, together with any pertinent technical data which will tend to clarify the proposal.

1:30 p.m.

Mother's Day Out Program. The times will be from 9:00 a.m. until

It will constitute a Pre-Kindergarten, Nursery School and

which will be housed in the facilities we have at present.

We wish to open a Child Development Center in September, 1977

4. APPLICANT'S PROPOSAL: (Specify in full the request. Use separate sheet if required).



- B. PLOT PLAN. (If improved property). Plan shall show existing buildings, proposed additions and alterations, use of each, dimensions, spacing between, and setbacks from property lines; proposed and existing offstreet parking, showing lined spaces and driveways.
- C. PLOT PLAN. (If vacant property, but plan for development has been worked out). Submit copy containing same details as in (B) above showing proposed development.
- D. FLOOR PLAN. Must show all dimensions, existing conditions, all proposed changes or additions, minimum square ft. floor area, and ground coverage.
- E. ELEVATION DRAWINGS. The drawings shall have sufficient details to show the planned construction. Plans for additions or exterior alterations to existing buildings shall show all elevations of all facades of the building where the alteration occurs or to which the addition is to be attached.
- F. Recapitulation sheet for residences, duplexes, apartments, commercial buildings and high-rise apartments, hotels, and commercial buildings.
- G. Owner's affidavit. Owner's affidavit is required on all applications where the applicant is not the owner of the property under consideration.

NOTE: Preliminary approval must be obtained from the Board of Architects for all plans required by the Zoning Code to be reviewed by the Board of Architects.

IN SUPPORT OF THIS REQUEST, I SUBMIT THE FOLLOWING ITEMS WHICH ARE ATTACHED HERETO AND MADE A PART OF THIS APPLICATION:

- PLANS..... SKETCH..... LETTER(S)..... PHOTO(S).....
 OWNER'S AFFIDAVIT..... WAIVER OF OBJECTION.....

Kathryn Kizer
 Applicant's Signature

APPLICATION FEE:

The applicant shall pay the following fee at the time of filing this application:

- For a regular meeting of the Planning Board. \$150.00
 For a special meeting of the Planning Board. \$300.00

Additional Space for Applicant:

JOSE M QUINTERO ET UX
3300 SENOVIA STREET
CORAL GABLES FL 33134

COUNTRY CLUB SECTION NO 6 8057
E 30' OF LOT 8 &
ALL LOT 9 BLK 122

90-1 030

EVERETT L COPE ET UX
2044 CEDAR BRIDGE ROAD
NORTHFIELD MA 01861

✓ COUNTRY CLUB SECTION NO 6 8058
LOTS 10 & 11 LESS W 15'
BLK 122

90-1 031

GEORGE MONTBANY
619 CASINO AVENUE
CORAL GABLES, FLORIDA 33134

COUNTRY CLUB SECTION NO 6 8070
W 15' OF LOTS 10 & 11 &
ALL LOT 12 ALSO
E½ OF LOT 13 BLK 122

90-1

GEORGE MONTBANY
619 CASINO AVENUE
CORAL GABLES, FLORIDA 33134

COUNTRY CLUB SECTION NO 6 8072
W½ OF LOT 13 & ALL
LOT 14 BLK 122

90-1 032

EDGAR C JONES ET UX
627 AVE CASINO
CORAL GABLES FLA

COUNTRY CLUB SECTION NO 6 8075
LOTS 15 & 16 BLK 122

90-1 033

ROSEY P STIFFOLD ET UX
633 CASINO AVE
CORAL GABLES, FLA. 33134

✓ COUNTRY CLUB SECTION NO 6 8075
LOTS 17 & 18 BLK 122

90-1 034

CHARLES L CRAIG ET UX
3278 RIVIERA DRIVE
CORAL GABLES FLA

COUNTRY CLUB SECTION NO 6 0077
LOTS 1 & 2 BLK 123

035

20-1

AILEEN A LINK
701 AVE CAMILO
CORAL GABLES FLA

✓ COUNTRY CLUB SECTION NO 6 0077
LOTS 3 & 4 BLK 123

20-1

036

J B STADLER
3272 RIVIERA DR
CORAL GABLES FLA

✓ COUNTRY CLUB SECTION NO 6 0077
LOTS 11 & 12 BLK 124

/ 037

20-1

CITY OF CORAL GABLES

E X E M P T

✓ COUNTRY CLUB SECTION NO 6 0134
ALL BLOCK 128

20-1

CITY of CORAL GABLES
INTER-OFFICE COMMUNICATION

Date April 19, 1977

To Chief Collector thru Finance Department

From Planning Director

Subject Public Hearing on Lots 1 thru 16, Inclusive, Block 116, Country Club Section Part 6
Application No. 103-P

On or before Tuesday, April 26, 1977, please furnish this office with a list showing the ownership and address of the following properties. Also, would you please address envelopes for the various property owners:

<u>LOTS</u>	<u>BLOCK</u>	<u>SECTION</u>
14 thru 22, Incl.	32 ✓	Biltmore
1 thru 18, Incl.	33 ✓	Biltmore
1 thru 5, Incl.	34 ✓	Biltmore
21 and 22	34 ✓	"
10 thru 15, Incl.	114 ✓	Country Club Part 6
1 thru 4, Incl.	115 ✓	" " "
1 thru 18, Incl.	116 ✓	" " "
1 thru 4, Incl.	117 ✓	" " "
19, 20, 21 and 22	117 ✓	" " "
1	121	" " "
1 thru 10, Incl.	122 ✓	" " "
12 thru 18, Incl.	122 ✓	" " "
1, 2 and 3	123 ✓	" " "
12	124 ✓	" " "
1	128 ✓	" " "



John E. Vincent
 John E. Vincent
 Planning Director

Done 4-25-77

/bc

Atts.

CITY of CORAL GABLE

INTER-OFFICE COMMUNICATION

Date April 19, 19 77

To Chief Collector thru Finance Department

From Planning Director

Subject Public Hearing on Lots 1 thru 16, Inclusive, Block 116, Country Club Section Part 6
Application No. 103-P

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<u>LOTS</u>	<u>BLOCK</u>	<u>SECTION</u>
14 thru 22, Incl.	32	Biltmore
1 thru 18, Incl.	33	Biltmore
1 thru 5, Incl. 21 and 22	34 34	Biltmore "
10 thru 15, Incl.	114	Country Club Part 6
1 thru 4, Incl.	115	" " "
1 thru 18, Incl.	116	" " "
1 thru 4, Incl. 19, 20, 21 and 22	117 117	" " " " " "
1	121	" " "
1 thru 10, Incl. 12 thru 18, Incl.	122 122	" " " " " "
1, 2 and 3	123	" " "
12	124	" " "
1	128	" " "

John E. Vinsant
 Planning Director

/bc

Atts.



CONSIDERATION OF SETTING A DATE FOR A PUBLIC HEARING

103-P

LOTS 1 THRU 16, INCLUSIVE, BLOCK 116, COUNTRY CLUB
SECTION PART 6
(624 Avenue Anastasia)

University Baptist Church - Owner and Applicant

APPLICANT'S PROPOSAL: The applicant requests a change in the existing SA-17 zoning on Lots 1 thru 7, Inclusive of subject property; a change in the existing SD-10 zoning on Lots 8, 9, 10 and 11 of subject property and a change in the existing SR-9 zoning on Lots 12, 13, 14, 15 and 16 of subject property to permit an additional use of the property for the operation of a Child Development Center to be located in the existing facilities said use to constitute a Pre-Kindergarten, Nursery School and Mother's Day Out Program.

FINDINGS: The Planning Board finds:

1. Tom Maxey, representing University Baptist Church, appeared before the Board in connection with this matter. Mr. Maxey stated that he was a Deacon at the University Baptist Church.
2. Mr. Maxey introduced Mr. and Mrs. John Kizer, Minister of Pre-School Education, Child Education and Minister of Administration.
3. Mr. Maxey stated that University Baptist Church desires to establish a pre-school program for the younger children to be operated from 9:00 a.m. to 1:30 P.M.
4. Mr. Maxey stated that what University Baptist Church desires to do is similar to what other churches have been doing for a number of years.
5. Mr. Maxey stated that there will be no changes made to the exterior of the building and the existing classrooms will be used.
6. Mr. Maxey stated that it was felt that this service was needed in the community as many of the parents in the Church and many of the neighbors have asked for this service.

The Planning Board authorized a public hearing to be held on Monday, May 16, 1977 to consider the proposed change of zoning. The Secretary was instructed to publish a notice of the hearing in the Times and to notify all property owners of record within 300 feet.

EXCERPTS FROM
PLANNING BOARD PROCEEDINGS

APR 18 1977

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA
PLANNING DEPARTMENT

APPLICATION FOR AN AMENDMENT TO
THE ZONING CODE OR CHANGE OF ZONING

DATE: March 24, 1977

THIS APPLICATION, WITH ALL SUPPLEMENTAL DATA AND INFORMATION, MUST BE COMPLETED IN ACCORDANCE WITH THE ATTACHED "INSTRUCTIONS FOR FILING APPLICATIONS" AND IN ACCORDANCE WITH THE SPECIFIC INSTRUCTIONS IN THIS APPLICATION.

IMPORTANT: THE APPLICANT, OR HIS REPRESENTATIVE SHALL BE PRESENT AT THE HEARING TO PRESENT THE PROPOSAL.

PRINT, TYPE OR LETTER:

1. UNIVERSITY BAPTIST CHURCH
Name of applicant, or agent, or tenant (with owner's affidavit)

<u>624 Anastasia Ave.</u> Mailing address	<u>Coral Gables, Fla.</u> City, State	<u>448-4425</u> Tel. No.
<u>SAME</u> Name of owner	<u>SAME</u> Mailing address	<u>SAME</u> Tel. No.
<u>N/A</u> Name of Architect	<u>N/A</u> Name of Contractor	

2. PROPERTY COVERED BY THIS APPLICATION.

A. Legal Description. (If subdivided - lot, block, complete name of subdivision, plat book and page number). (If metes and bounds description - complete description, including section, township, and range).

LOT(S) ALL BLOCK 116
SECTION 6 PLAT BOOK NO. 20 PAGE NO. 1

B. Address (If number has been assigned) 624 Anastasia (Mailing Address)

C. Size of Property: _____ ft. X _____ ft. Area = _____ sq. ft.

D. Does owner own any property contiguous to that which is the subject matter of this application? If so, give complete legal description of entire contiguous property:

E. Date SUBJECT property was acquired: _____ day of _____, 1945

3. This application is intended to cover: (check applicable item).

CHANGE OF ZONING AMENDMENT TO SECTION _____ OF ZONING CODE

Additional Space for Applicant Conti d:

Lined area for additional space for applicant continuation.

OFFICE RECORD

103-P 3/25/77 \$150.00
Receipt No. Date Fee

Action By: _____

Planning Board: 4/12/77
Date

Date

Board of Architects: _____
Date

City Commission: _____
Date

Planning Department: _____
Date

Date

Memoranda: _____

Building Permit No. _____

Aerial Photograph No. _____

Use and Area Map Plate No. _____

D-18
6 ✓

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA
PLANNING DEPARTMENT

INSTRUCTIONS FOR FILING APPLICATIONS FOR AN AMENDMENT OR CHANGE OF ZONING TO THE ZONING CODE.

All applications must be executed by the owner, or by a tenant or tenants with owner's written consent, or a duly authorized agent, evidenced by written affidavit signed by the owner. ONLY ONE COPY OF THE APPLICATION AND SUPPORTING DATA MUST BE FILED. ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.

Applications will not be scheduled for a hearing unless received in completed form with all required supporting data. DATA AND EXHIBITS submitted in connection with applications become a PERMANENT PART OF THE PUBLIC RECORDS OF THE CITY OF CORAL GABLES.

It has been the practice of applicants to withhold submission of applications for hearings until the established deadline date, resulting in the largest percentage of applications being received on that date. Because such practice makes it difficult, if not impossible, to properly process such applications, it has become necessary to limit the number of applications which will be accepted for a Meeting. The number of applications accepted for any meeting may fluctuate, depending upon the number of applications carried over from the previous meeting.

Hereafter, under this policy of acceptance of only a limited number of applications for a hearing, applications will be considered on a first come, first serve basis.

Only complete applications, with all required and correct exhibits will be considered for acceptance and they will be processed, if complete, in the order received.

Applications will be considered complete only when the following have been complied with:

1. All applicable questions have been answered.
2. All supplementary data has been submitted as called for in the application. (Note that applications for various type hearings require different supplementary data).

Drawings submitted with the application must have preliminary approval from the Board of Architects.

No plans will be considered which are not filed with the application.

Applicants are advised that the mere filing of this application and appearance at the Planning Board or City Commission hearings in no way assures approval of the application. Your application in order to justify any consideration for approval must conform to good planning and zoning principles and must conform to the plan for the development of the City of Coral Gables.

It is recommended that the completed applications be turned in personally to a member of the staff assigned to check them so that possible discrepancies can be corrected at that time. No hearing will be scheduled or heard on an incomplete or inaccurate application.

No application will be considered or heard by the Planning Board until and unless the applicant or his representative appears before the Board to present his proposal.

I HAVE READ AND UNDERSTAND THE FOREGOING INSTRUCTIONS.

March 24, 1977

DATE

UNIVERSITY BAPTIST CHURCH

APPLICANT (TYPE OR LETTER)

Kathryn Kiser
APPLICANT'S SIGNATURE

Revised: 5-2-75

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA
PLANNING DEPARTMENT

OWNER'S AFFIDAVIT

Date: March 24, 1977

City of Coral Gables
Planning Department
P. O. Drawer 341549
Coral Gables, Florida 33134

RE: Posting of Property

LOTS..... All
BLOCK..... 116
SECTION... 6

ADDRESS... 624 Anastasia, Coral Gables

I, UNIVERSITY BAPTIST CHURCH, as Owners of Lot(s) ALL
(Owner's Name - Print)

Block 116 Section 6

do hereby authorize The City of Coral Gables to post subject property as re-
quired by sub-paragraph (a) 2 of Section 13.06 of Ordinance No. 1525 (Zoning
Code), to wit:

POSTING PROPERTY

- (a) All property being considered by the Planning Board for rezoning shall be posted at least ten (10) days in advance of the public hearing. Such posting shall consist of a sign, the face surface of which shall not be larger than forty (40) square inches in area, the color of which shall be day-glo orange with black lettering and shall contain the following language:

N O T I C E
O F
R E - Z O N I N G

PHONE: _____ EXT. _____

HEARING DATE: _____ HEARING NO. _____

- (b) The sign shall be erected in full view of the public on each street side of such property. Where large parcels of property are involved with street frontages extending over considerable distances, as many signs shall be erected on the street frontage as may be deemed adequate by the Planning Board to inform the public.
- (c) If such sign be placed on a vacant lot or parcel of land, it shall be securely nailed or otherwise fastened securely to a stake or post which itself shall be fastened securely into the ground. Said sign shall not be located nearer than ten (10) feet nor more than fifteen (15) feet from the street property line, provided however, that where said property is improved by a building, the main part of which is less than ten (10) feet from said street property line, the sign may be placed upon the front and/or side of the building, or upon a front and/or side door and/or window of the building. Whenever a building on improved property is located more than ten (10) feet from the street property line, the sign shall be erected as provided for on vacant property.
- (d) The height of such sign shall be erected to project not more than three (3) feet above the surface of the ground.
- (e) It shall be a misdemeanor in the second (2nd) degree punishable pursuant to Florida Statute 775.082 and 775.083 if any unauthorized person shall tamper with or remove the signs posted pursuant to this section.

Kathleen Kiser
(Owner's Signature)
for University
Baptist Church

624 Anastasia
(Address)

448-4425
(Phone No.)

THE CITY OF CORAL GABLES
CORAL GABLES, FLORIDA
PLANNING DEPARTMENT

OWNER'S AFFIDAVIT

Date: March 24, 1977

City of Coral Gables
Planning Department
P. O. Drawer 34 1549
Coral Gables, Florida 33134

I UNIVERSITY BAPTIST CHURCH as Owner of LOT(S) ALL
(Owner's Name - Print)
BLOCK 116 SECTION 6

Do hereby authorize KATHRYN KIZER to file an application for a
(Applicant - Print)
change in the Zoning regulations of the City of Coral Gables now affecting the
above described property as follows:

We would like to open a Child Development Center beginning
September, 1977 which will include a program for Pre-Kinder-
garten, nursery school and Mother's Day Out.

I understand that once this application has been finally determined no other or
further application for a change of zoning on this particular property will be
considered for a period of one (1) year following the date of such action unless,
should conditions affecting such property materially change or should a modified
plan of rezoning be presented, the City Commission, by a four-fifths vote, may
authorize the refileing of an application where in the opinion of the Commission
the change would justify action before the expiration of the one (1) year period.

Kathryn Kizer 624 Anastasia 448-4425
(Owner's Signature) (Address) (Phone No.)
for University Baptist Church

Revised: 5-2-75

THE CITY OF CORAL GABLES
PLANNING BOARD

HEARINGS AND RECOMMENDATIONS

Under the provisions of the Zoning Code of the City of Coral Gables, (Ordinance No. 1525), the Planning Board acts as a recommending and advisory body to the City Commission.

All meetings of the Board are open to the public. Four members of the Board shall constitute a quorum, and the affirmative vote of a majority of the Board shall be necessary for any action thereof; provided, however, that in all cases where an amendment to the Zoning Code is under consideration and the owners of record of at least twenty percent (20%) of the property within the area affected as defined by the Board, file with the Board a written protest against such proposed changes, then no favorable recommendation of such amendment shall be made by the Board except on the affirmative vote of five-sevenths (5/7) of the members of the Board.

All interested parties are urged to attend the Public Hearing and to advise others interested. Objections or expression of approval may be made in person at the hearing or filed in writing with the Secretary of the Planning Board prior to or at the hearing.

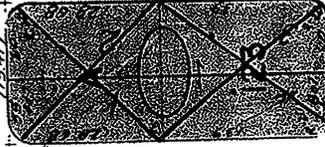
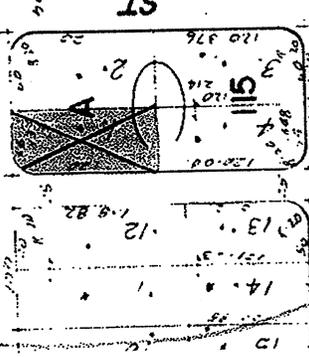
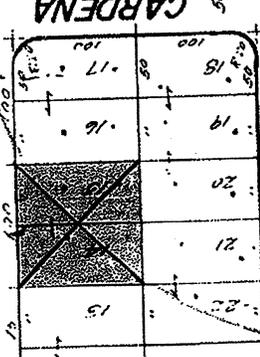
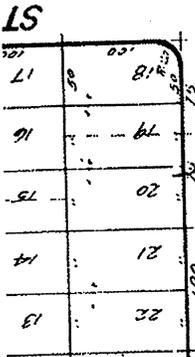
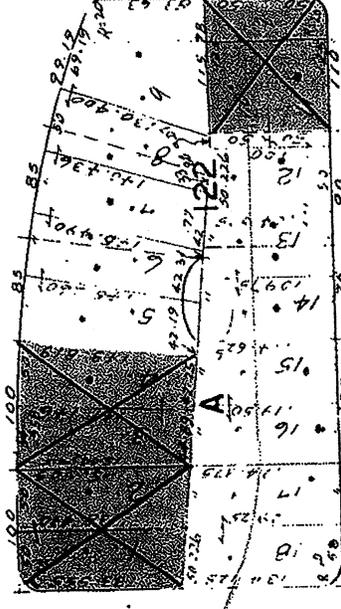
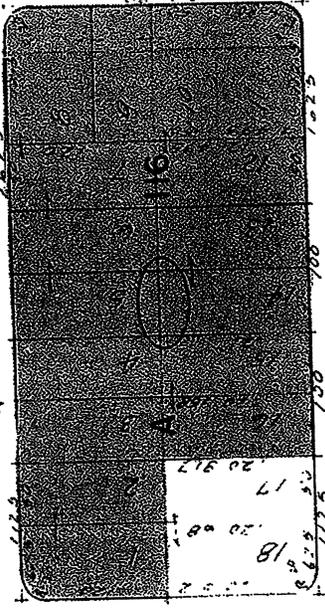
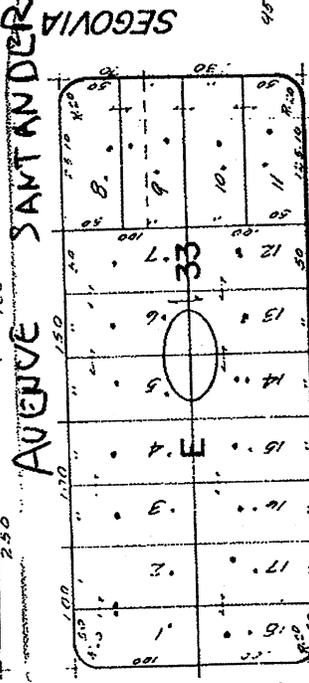
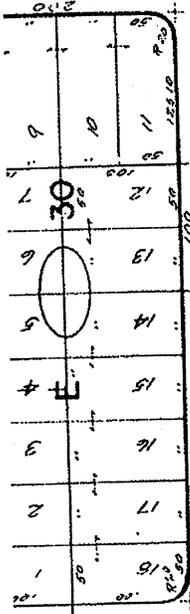
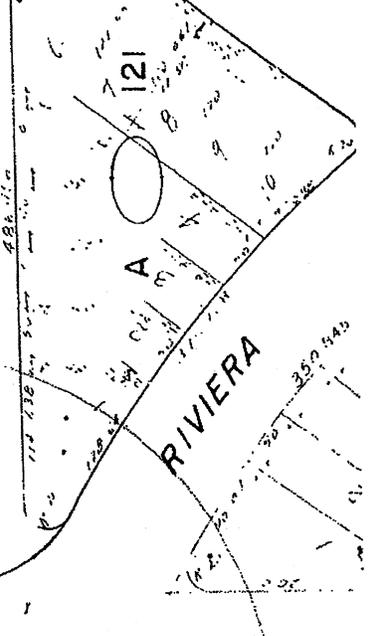
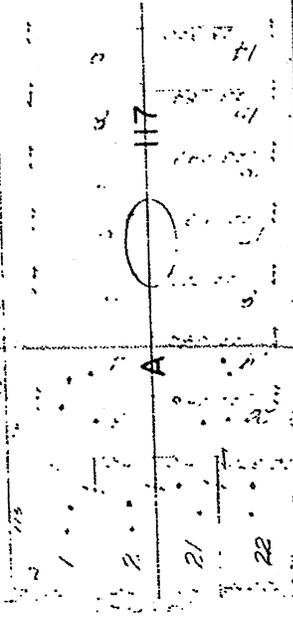
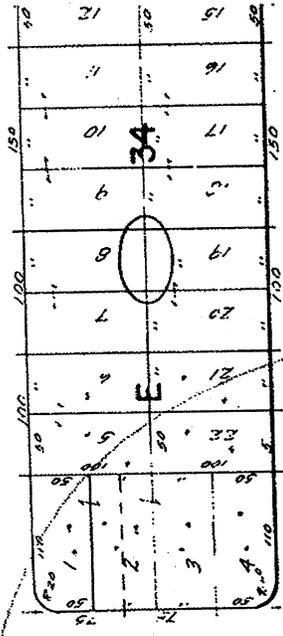
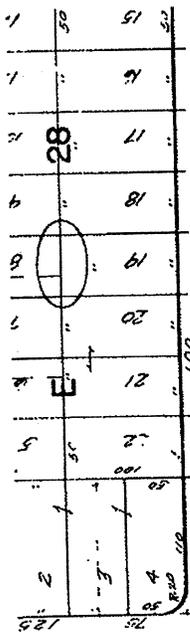
Interested parties requesting information are asked to contact the office of the Planning Department, 442-6477 or visit the Planning Department on the third floor in the City Hall. Refer to hearing number when making inquiries.

The recommendations of the Board are submitted to the City Commission for its consideration.

All interested parties having an interest in a hearing before the Planning Board are advised that the recommendations of the Planning Board and the date the recommendations will be submitted to the City Commission for its consideration may be obtained from the office of the Planning Department, 442-6477.

APPEAL FROM THE DECISION OF THE CITY COMMISSION

Any appeal from the decision of the City Commission may be taken by any person or persons, jointly or severally, aggrieved by any decision of the City Commission by presenting to the Circuit Court a petition for issuance of a Writ of Certiorari, duly certified, setting forth that such decision is illegal, in whole or in part, certifying the grounds of the illegality, provided same is done in the manner and within the time provided by Florida Appellate Rules.



SEGOVIA
 AVENUE SANT ANDER

ANASTASIA AVE NO. 2

RIVIERA DRIVE

RIVIERA

Religion

The University Baptist Church congregation has nearly tripled since 1975.

Pastor makes Baptist church 'a happy place'

By ELIZABETH MORGAN
Herald Staff Writer

It's been eight summers since the Rev. Dan Yeary came to Coral Gables from South Main Baptist Church in Houston.

When he arrived July 1, 1975, University Baptist Church, 624 Anastasia Ave., had no staff — a horse race track preacher gave sermons Sunday — and only 388 members.

As of last year's count it had 1,011 members. The church has nearly tripled in size. It's in the middle of a \$3.5-million expansion plan to accommodate its growing congregation. And most folks credit the growth to Yeary.

City commissioners were joking at a recent meeting about parking with the proposed developers of the Biltmore Hotel: If Yeary were to change to the Congregational Church across the street from the Biltmore, there would be no way to reconcile the parking problems in the neighborhood.

"If Dan Yeary transferred to that church we'd have a real problem," Commissioner Bob Hildreth said.

Yeary, 44, accepts only partial credit for the growth. He gives most of the credit to God: "The Lord's been generous to us."

He attributes the popularity of the church to his ministry's approach.

"I'm committed to the fact the church needs to be a happy place," Yeary said. "Jesus came to set people free. In that atmosphere of joy, growth takes place."

That's a bit different approach than many Southern Baptists take,

Yeary admits.

"I grew up in a lot of hellfire and brimstone churches," Yeary said. "But I was privileged to be in churches where the joy was great too, the other side of the coin. I was not impressed by the rigidity of religion."

University Baptist takes the family approach in its ministry. But that means including teenagers, single people, divorced people and University of Miami students in its outreach programs.

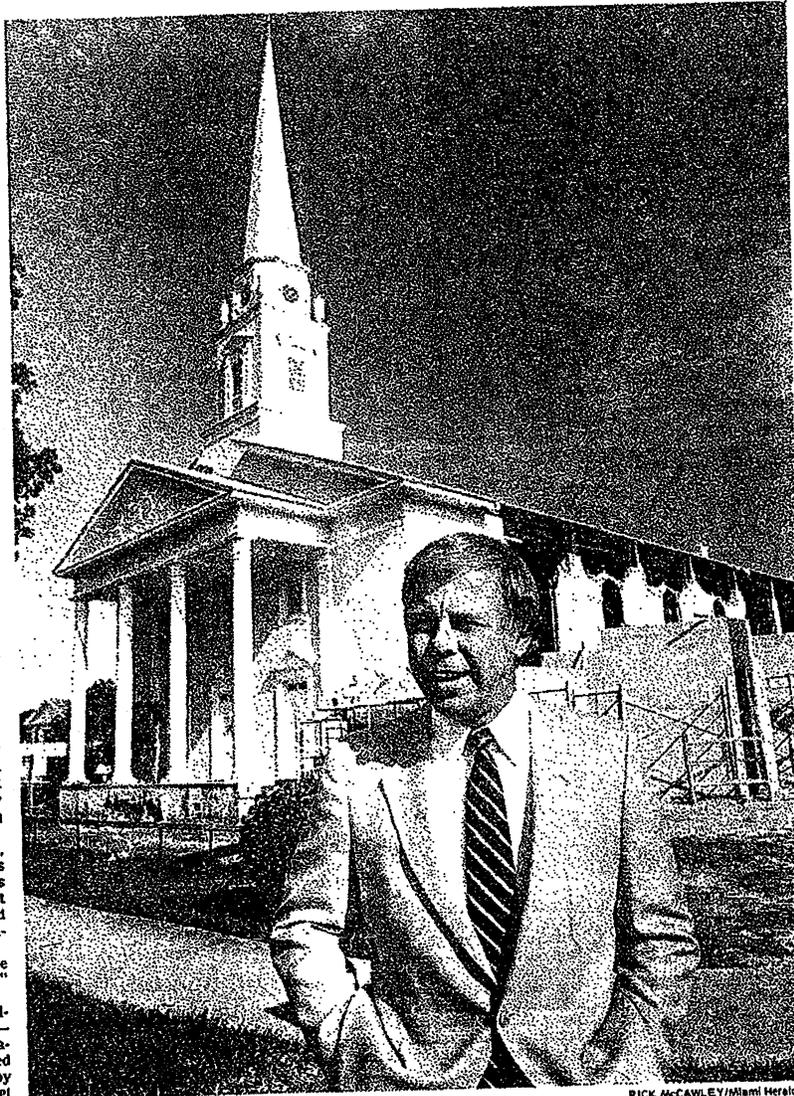
The church is mixed in members' age and background. It draws from all of Dade County with members driving from North Miami Beach and Homestead.

University Baptist also is racially and ethnically mixed, Yeary said. His now 20-year-old son, Wes, first integrated the congregation by bringing his black junior high school buddies to church Sundays.

Yeary said his wife, Melinda, 39, and three children help him in his ministry. Besides Wes there is Missy, 17, the head cheerleader at Coral Gables High School, and Doak, a sixth grader at Coral Gables Elementary School.

"My wife and my children are the best assistant pastors I've got," Yeary said.

This time next year — specifically the last Sunday in August — Yeary hopes to have the congregation settled in the remodeled church, which will be expanded by 1,000 seats. Now, members meet Sundays at Coral Gables High School while the church is under construction.



RICK McCRAWLEY/Miami Herald 5

The Rev. Dan Yeary stands in front of University Baptist Church.

lots 8, 9, 10, 11 Block 116 Country Club Sect. #6

START
PLANNING FILE
LEGAL DESCRIPTION

LOT(S) 1, thru 16, incl.

BLOCK 116

SECTION Country club sect: Part: 6

CITY OF CORAL GABLE
PLANNING DEPARTMENT

APPLICATION CHECK LIST

LOTS: 1-16, Incl BLOCK: 116 SECTION: CC#6 APPLICATION NO: 103-P

NO.		DATE	INITIALS	REMARKS
	Legal description checked against Property Roll			
	Ownership checked against Property Roll			
	Receipt written for application			
	Folder made for application	4-1-77	<u>AW</u>	
	Aerials made for Planning Board Meeting	4-10-77	C.M.	Rec. 4-15-77 <u>AW</u>
	Aerials made for Public Hearing	4-28-77	C.M.	Rec. 4-28-77 <u>AW</u>
	Aerials made for City Commission Meeting	4-28-77	C.M.	
	Radius map made showing affected property owners	4-5-77	C.M.	Rec. <u>AW</u>
	Legals of affected property owners typed	4-25-77	<u>AW</u>	
	List of affected property owners checked against radius map	4-25-77	<u>AW</u>	
	Legal Notice published	4-23-77	<u>AW</u>	
	Published Legal Notice proof read	4-27-77	<u>AW</u>	
	Certified letter of Legal Notice mailed to owner	4-29-77	<u>AW</u>	
	Legal Notices mailed	4-29-77	<u>AW</u>	
	"Change of Zoning Signs" posted			
	Replies received from affected property owners posted on radius map	5-16-77	<u>AW</u>	
	Comments received from affected property owners typed for Planning Board Meeting	✓	<u>AW</u>	
	Copy of Planning Board Minutes filed in Legal file	6-10-77	<u>AW</u>	
	"Change of Zoning Signs" removed			
	Letter to applicant on action of the Planning Board	6-7-77	com	
	Letter to owner on action of the Planning Board	6-7-77	com	
	Letter to affected property owners on action of Planning Board	6-7-77	com	
	Letter to applicant on action by City Commission (send copy of ordinance if adopted)	7-1-77	com	
	Copy of ordinance adopted mailed to owner	7-1-77	com	
	Excerpts from City Commission Minutes posted in Legal file	6-22-77	<u>AW</u>	

THE CITY OF CORAL GABLES, FLORIDA

39. SECOND READING ORDINANCE: CHANGE OF ZONING TO PROVIDE ADDITIONAL USE OF PROPERTY AT UNIVERSITY BAPTIST CHURCH FOR OPERATION OF CHILD DEVELOPMENT CENTER.

The following ordinance, which was passed on first reading on June 14, 1977 was presented in full and read by title as follows:

ORDINANCE NO. 2252

AN ORDINANCE AMENDING ORDINANCE NO. 1525, AS AMENDED, AND KNOWN AS THE "ZONING CODE", BY DEALING WITH A CHANGE OF ZONING ON LOTS 1 THRU 16, INCLUSIVE, BLOCK 116, "COUNTRY CLUB SECTION PART 6", CORAL GABLES, DADE COUNTY, FLORIDA; AND REPEALING ALL ORDINANCES INCONSISTENT HEREWITH.

Motion for its adoption on second and final reading was made by Commissioner Jacobson, seconded by Commissioner Chapman, and the ordinance was passed by the following roll call: "Yeas" - Commissioners Chapman, Jacobson and Kerdyk; Mayor Dunn. "Nays" - None. Commissioner Brake absent. Thereupon, Mayor Dunn declared the ordinance adopted on final reading the 28th day of June, 1977 and ordered its publication as Ordinance No. 2252.

MINUTES OF COMMISSION MEETING

JUN 28 1977

40120



CITY OF CORAL GABLES
 PLANNING DEPT.
 OFFICIAL FILE
 PREPARED PLEASE RETURN

From Files of
 PLANNING
 PLEASE RETURN

Cust. ID: 0000138
 Block 116 Lots: 1-16
 / /

Dept. ID: 1300



Certified Records Management

F0000681791

R E T U R N F I L E T O:	
Planning Board Meeting.....	
Planning Board Deferred....	
City Commission Meeting....	
City Commission Deferred..	
Hold for Letters.....	✓
Legal File.....	
Subject File.....	



Oxford

STOCK No. 753 1/2

MADE IN U. S. A.

**7. Charter School Contract between
the School Board of Miami-Dade County
and
Somerset Academy, Inc.**

112,797 C-30 APPROVED The charter school contractual agreement with Somerset Academy, Inc., on behalf of Somerset Grace Academy, for a term of 10 years, commencing with the 2008-2010 school year and ending on June 30, 2019.

CHARTER SCHOOL CONTRACT
BETWEEN
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AND
SOMERSET ACADEMY, INC.
ON BEHALF OF SOMERSET GRACE ACADEMY

History:

Application: November 18, 2008
CRC: June 22, 2009
Contract: July 16, 2009

bp12122008

Office of Superintendent of Schools
Board Meeting of July 15, 2009

July 1, 2009

Freddie Woodson, Deputy Superintendent
District/School Operations

**SUBJECT: REQUEST SCHOOL BOARD APPROVAL OF THE CHARTER
SCHOOL CONTRACTUAL AGREEMENT WITH SOMERSET
ACADEMY, INC., ON BEHALF OF SOMERSET GRACE ACADEMY**

COMMITTEE: INSTRUCTIONAL EXCELLENCE AND COMMUNITY ENGAGEMENT

**LINK TO DISTRICT
STRATEGIC PLAN: GENERAL OPERATIONS**

Section 1002.33(7), Florida Statutes, Charter Schools, requires that the major issues involved in the operation of charter schools be considered in advance and written into a charter school contractual agreement between the charter school and the sponsor, following a public hearing to ensure community input.

On November 18, 2008, the School Board approved a charter school application submitted for Somerset Grace Academy (Somerset Grace) and authorized the Superintendent to negotiate a charter school contractual agreement with the applicant for a term of ten years.

Somerset Grace will be located at 624 Anastasia Avenue, Coral Gables, Florida 33134. Somerset Grace will serve a maximum of 675 students in kindergarten through grade eight, commencing with the 2009-2010 school year. The term of the contract shall be for ten years, ending on June 30, 2019.

The Governing Board of the charter school is comprised of the following members: Mr. Victor Barroso, Account Executive, El Sembrador; Ms. Kim M. Gullarte, Principal, Mater Academy Charter School; Dr. Hui Fang Huang (Angie) Su, Program Professor, Fischler Graduate School of Education and Human Services, Nova Southeastern University; Ms. Cynthia Hanson, Vice President, Marketing & External Relations, Brooks City-Base; Mr. Carlos Resendez, Fire Retiree Representative, San Antonio Fire and Police Pension Fund; Mr. Louis J. Marin, Director, Project Management, San Antonio City Employees Federal Credit Union; Ms. Meryl Romeu, Co-owner and Chief Financial Officer, Pavillion Consulting; and Mr. David Concepcion, Mayor's Chief of Staff, City of Hialeah. This is the same governing board for the following charter schools currently in existence: Somerset Academy, Somerset Academy Charter Middle School, Somerset Academy Charter High School, Somerset Academy (Country Palms), Somerset Academy Middle School (Country Palms), Somerset Academy Middle School (South Campus), Somerset Academy Charter High School (South Campus), Somerset Academy Silver Palms and Somerset Arts Academy.

C-30

The Charter School Contract Review Committee met on June 22, 2009, and by a unanimous vote made a recommendation for approval of the charter school contractual agreement with Somerset Academy, Inc., on behalf of Somerset Grace Academy.

Copies of the charter school contractual agreement will be transmitted to the School Board Members under separate cover and will be available for inspection by the public in the Office of Board Recording Secretary, Room 924, and in the Citizen Information Center, Room 158, 1450 N.E. Second Avenue, Miami, Florida 33132.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, approve the charter school contractual agreement with Somerset Academy, Inc., on behalf of Somerset Grace Academy for a term of ten years, commencing with the 2009-2010 school year and ending on June 30, 2019.

FW:elg

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**SOMERSET GRACE ACADEMY
CHARTER SCHOOL CONTRACT**

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**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SOMERSET GRACE ACADEMY CHARTER SCHOOL CONTRACT**

I. GENERAL PROVISIONS

- A. CONTRACT.**— This Charter is a Contract made and entered into as of the 16th day of July, 2009, between The School Board of Miami-Dade County, Florida, hereinafter referred to as the *Sponsor*, and Somerset Academies, Inc., a non-profit corporation organized under the laws of the State of Florida, hereinafter referred to as the *Corporation*, on behalf of the governing board of Somerset Grace Academy, hereinafter referred to as the *School*. All statutes cited herein shall refer to the edition in effect when this charter Contract is executed, subject to subsequent amendment of such statutes. It is the intent of the parties that this Contract shall constitute the School's Charter. The application approved by the School Board on November 18, 2008 is attached hereto as Appendix A.
- B. SCHOOL CONCEPT.** — This School will: provide an educational environment that encompasses an individualized, academically rigorous, and engaging curriculum enabling students to become confident, self-directed, and responsible life-long learners. The School shall include all of the information required to service English Language Learners (ELL), e.g., language proficiency assessment data, level of language proficiency, home language instruction, and ELL Committee information, as currently documented in the Sponsor's Plan for Limited English Proficient Students. In addition, it will include all of the information required for Special Education (SPED) students.
- C. FULFILLMENT OF STATUTORY CRITERIA FOR CHARTER SCHOOLS.**
— The School shall:
- (1) Establish a new form of accountability by seeking to ensure that students learn at optimal levels; develop models for teaching/learning produced cooperatively by students, parents/guardians, and teachers; and ensure that each stakeholder group be actively involved in all phases of learning;
 - (2) Establish, pursuant to Fla. Stat. § 1002.33(7)(a)3, the current incoming baseline standard of student academic achievement, the outcomes to be

achieved, and the method of measurement that will be used. Subsection III.(B) of this Contract includes a detailed description of how the baseline student academic achievement levels and prior rates of academic progress will be established, how these baseline rates will be compared to rates of academic progress achieved by these same students while attending the charter school, and how these rates of progress will be addressed if found to be deficient when compared to the rates of progress of other closely comparable student populations as delineated in the District's annual Review of Charter Schools report;

- (3) Utilize appropriate instruments with documented validity and reliability to measure and monitor growth of students and teachers;
- (4) Be non-sectarian in its programs, admissions policies, employment practices, and operations pursuant to Fla. Stat. § 1002.33(9)(a);
- (5) Admit students as provided in Fla. Stat. § 1002.33(10);
- (6) Be accountable to its Sponsor for performance as provided in Fla. Stat. § 1002.33(7);
- (7) Not charge tuition or fees, except those fees normally charged by other public schools, per Fla. Stat. § 1002.33(9)(d);
- (8) Meet all applicable federal, state, and local health, safety, and civil rights requirements pursuant to Fla. Stat. § 1002.33(9)(e);
- (9) Comply with the anti-discrimination provisions of Fla. Stat. § 1000.05;
- (10) Be subject to an annual financial audit in a manner similar to that of a school district and in accordance with Fla. Stat. § 218.39;
- (11) Annually adopt and maintain an operating budget;
- (12) In order to provide financial information that is comparable to that reported for other public schools, maintain all financial records utilizing the standard state guidelines and codification of accounts as contained in the most recent publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools" (Red Book); or, at the discretion of the charter school governing board, a charter school may elect to follow generally accepted

accounting standards for not-for-profit organizations, but must reformat this information for reporting purposes in accordance with the Red Book;

(13) Be subject to the charter governing body's continuous oversight over the charter school operations; and

(14) Report its progress annually to the Sponsor.

D. TERM

(1) This Contract shall become effective upon signing by both parties, and the term shall cover ten (10) years commencing on the first day of the 2009-2010 school year, and ending on June 30, 2019. This Contract may, however, be cancelled or terminated during its term as set forth in Section II below.

(2) The timetable for implementation of this Contract is contained in Appendix B.

(3) In its sole discretion, the Sponsor may grant a one-time deferral, not to exceed two years, allowing the School to postpone the opening of the School. If the School is granted the deferral but the School does not open within the time specified in the deferral, this charter Contract will be automatically terminated.

(4) If the School is eligible, this Contract may be renewed for up to an additional fifteen (15) years by mutual agreement of the parties and upon the terms and conditions established by Fla. Stat. § 1002.33(7), (8), for such renewal.

(5) This Contract may not be modified during its initial term or any renewal term, unless such modifications shall be approved by both parties in writing and executed by each of the parties. Either party may submit a contract amendment request for consideration by the other party but only once per school year no later than December 1 (unless a later time is allowed because the submitting party demonstrates that an amendment is needed to protect the health, safety, or welfare of the students).

E. FORUM FOR CONFLICT

(1) If a conflict arises out of the terms, construction, or rights or obligations contained in this Contract, the Sponsor or the School may either commence the Dispute Resolution Procedure contemplated within Appendix C, or commence action in accordance with the guidelines stipulated in Fla. Stat. § 1002.33(6)(i).

- (2) All conflicts between the School and the parents/legal guardians of the students enrolled at the School shall be handled by the School or its governing board. Evidence of each parent's/guardian's acknowledgement of the School's Parent Conflict Resolution Process shall be available for review upon request by the Sponsor.

F. STATUTORY COMPLIANCE -- Pursuant to Fla. Stat. § 1002.33(16), the School shall operate in accordance with this Charter and shall be exempt from all statutes in Chapters 1000-1013 of the Florida Education Code, with the exception of the following:

- (1) Those statutes specifically applying to charter schools, including Fla. Stat. § 1002.33;
- (2) The school improvement and education accountability provisions of Fla. Stat. § 1008.345;
- (3) Those statutes pertaining to the student assessment program and school grading system;
- (4) Those statutes pertaining to the provision of services to students with disabilities (special education students);
- (5) Those statutes pertaining to civil rights, including Fla. Stat. § 1000.05, relating to discrimination; and
- (6) Those statutes pertaining to student health, safety, and welfare.
- (7) In addition, the School shall be in compliance with:
 - (a) Fla. Stat. § 286.011, relating to public meetings and records, public inspection, and criminal and civil penalties;
 - (b) Florida Statutes Chapter 119, relating to public records;
 - (c) Fla. Stat. § 218, relating to financial audits and financial emergencies;
 - (d) Sponsor's School Board Rule 6Gx13-~~6A-1.471~~, Charter Schools;
 - (e) Fla. Stat. §§ 112.311 - 112.326, Code of Ethics for Public Officers and Employees; and
 - (f) School Board Rule 6Gx13-~~4A-1.213~~, Code of Ethics.

- (8) The School agrees to adhere to a policy of non-discrimination in educational programs/activities and employment, and to provide equal access and opportunity for all, as required by federal and state laws, State Board of Education administrative rules, and School Board rules.

G. ANNUAL REPORT

- (1) The School shall make annual progress reports to its Sponsor via the Online Accountability Report by the deadline specified by the Florida Department of Education which, upon verification, shall be forwarded to the Commissioner of Education. The report shall contain at least the following:
- (a) student achievement performance data, including the information required for the annual school report and the education accountability system governed by Fla. Stat. §§ 1002.33 and 1008.345. The report must also include student achievement information that links baseline student data to the School's performance projections. The School shall also identify reasons for any differences between the projected and actual student performance;
 - (b) financial status of the School, evidenced by quarterly and annual financial statements prepared in the required formats, which must include at a minimum, a balance sheet(s) and statement(s) of revenues, expenditures and changes in fund balance at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt;
 - (c) documentation of the facilities in current use and any planned facilities for use by the School for instruction of students, administrative functions, or investment purposes; and
 - (d) descriptive information about the School's personnel, including demographic data, salary and benefit level of School employees, the proportions of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

- (2) The School agrees to do an annual cost accounting and provide such information to the Sponsor by August 1 each year.
 - (3) The School will provide the Sponsor a School Improvement Plan adhering to the guidelines provided by Miami-Dade County Public Schools by the date due according to State and/or Sponsor's requirements. The School Improvement Plan will contain the measurable objectives that will be pursued by the School during the subsequent school year.
- H. **LENGTH OF SCHOOL YEAR.**-- The School's calendar shall be consistent with the beginning of the Sponsor's public school calendar for each school year. The School shall provide instruction for at least the number of days required by law for other public schools, and may provide instruction for additional days. The School may choose to provide a summer school program utilizing the Supplemental Academic Instruction (SAI) funds provided by the State for such purposes.
- I. **DISTRICT TECHNOLOGY** -- All Charter School employees, as users of the M-DCPS network and mainframe, are bound by the same computer policies and standards regarding data privacy and system security as are all district employees. These are defined in the School Board rules regarding copyright, e-mail, and Internet acceptable use as well as the M-DCPS Network Security Standards and are based on state and federal statutes regarding use of student data and student right to privacy. These district policies and standards are available on the M-DCPS web site.

II. NON-RENEWAL OR CANCELLATION/TERMINATION OF THE CHARTER

- A. **GENERAL PROVISIONS.**-- This charter Contract may be cancelled or terminated during its term by the Sponsor for any reason set forth in this section. Notices of termination, cancellation and default may be issued by the Sponsor's Superintendent or the Superintendent's designee.
- B. **NON-RENEWAL**
- (1) The Sponsor may choose not to renew the Contract at the end of the current term for any of the following grounds if the school has failed to correct a deficiency(ies) of which the Sponsor had given a notice of noncompliance

(either with a 90-days non-renewal notice or in a separate prior notice):

- (a) Failure to participate in the state's education accountability system created in Fla. Stat. § 1008.31, as required in this section, or failure to meet the requirements for student performance stated in the charter;
 - (b) Failure to meet financial reporting requirements and maintain effective standards that demonstrate sound fiscal management;
 - (c) Violation of law; and/or
 - (d) Other good cause shown (such as, but not limited to, the good cause bases summarized in section II. D below).
- (2) Notice.— At least ninety (90) days prior to non-renewing the Contract, the Sponsor or its agents or representatives shall notify the governing board of the School of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School's governing body may, within 14 calendar days after receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within 30 calendar days after receiving a timely written request. The School's governing body may, within 30 calendar days after receiving the Sponsor's decision not to renew the Contract, appeal the decision pursuant to the procedure in Fla. Stat. § 1002.33(6).
- (3) Upon election of termination or non-renewal by the School, notice, in writing, shall be provided to the Sponsor at least ninety (90) days before the effective termination date.

C. TERMINATION UPON 90 DAYS NOTICE

- (1) Pursuant to Fla. Stat. § 1002.33(7)(a)12, the Sponsor shall cancel the charter if insufficient progress has been made in attaining the student achievement objectives of the charter and if it is not likely that such objectives can be achieved before expiration of the charter. During the term of the Contract, the Sponsor may also terminate the Contract upon ninety (90) days notice for any of the grounds listed in subparagraphs II.(B)(1)(a)-(d), if the school has failed to correct a deficiency(ies) of which the Sponsor had notified the School (either

with the 90-days termination notice or in a separate prior notice).

- (2) At least ninety (90) days prior to terminating the Contract, the Sponsor or its agents or representatives, shall notify the governing board of the School of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School's governing body may, within 14 calendar days after receiving the notice, request an informal hearing before the Sponsor.
- (3) The Sponsor may send in financial and/or instructional experts from the Sponsor's District to advise and assist the School in improving the situations stated in the notice as grounds for termination. The School shall cooperate fully with such District personnel's attempts to assist the School. Failure to cooperate, or failure to significantly improve the noted situation(s) with such assistance, shall constitute further good cause for termination.
- (4) The Sponsor shall conduct the informal hearing within 30 calendar days after receiving a timely written request. The School's governing body may, within 30 calendar days after receiving the Sponsor's decision to terminate the Contract, appeal the decision pursuant to the procedure in Fla. Stat. § 1002.33(6).

D. GOOD CAUSE.-- "Good cause" for non-renewal or termination includes, but is not limited to, the following:

- (1) Failure to implement a reading curriculum that is consistent with effective teaching strategies grounded in scientifically-based reading research;
- (2) Substantially inadequate student performance;
- (3) Receiving a grade of "F" in two years of any four-year period (as applicable per the State Board of Education's current Assistance Plus District Action Plan);
- (4) Failure for five consecutive years to make Adequate Yearly Progress (AYP) under the No Child Left Behind Act of 2001 (NCLB);
- (5) The School or its representatives are found to have committed a material fraud on the Sponsor or made a material misrepresentation, either willfully or recklessly, in the application;

- (6) Failure to implement a Corrective Action Plan required by the Sponsor;**
- (7) Failure to make progress toward the stated mission of the School pursuant to the charter school application and this Contract;**
- (8) Failure to deliver the instructional programs or curricula identified in the application;**
- (9) Failure to make contributions to the Florida Retirement System (FRS) (if the School has elected to be part of the FRS);**
- (10) Having substantial debt or delinquency in payments;**
- (11) The School files for voluntary bankruptcy, is adjudicated bankrupt or insolvent or is otherwise financially impaired such that the School cannot continue to operate or the School is no longer economically viable;**
- (12) Failure to have an annual audit that complies with the requirements specified in paragraph (V)(A)(11) of this Contract and timely submit financial reports or other reports required by Fla. Stat. § 1002.33(9) or by this Contract;**
- (13) Failure to meet generally accepted accounting principles;**
- (14) Willfully or recklessly fail to manage public funds in accordance with the law;**
- (15) Failure to comply with maximum class size requirements, pursuant to Fla. Stat. §1003.03 and the Florida Constitution Article IX, §§ (1) – (3) to the extent deemed legally applicable to charter schools;**
- (16) Failure to maintain insurance coverage as described in this Contract;**
- (17) Failure to provide the Sponsor with the required access to records;**
- (18) Violation of any court order;**
- (19) Criminal conviction on matters regarding the charter school by either the charter school's governing board, its members (collectively or individually), or by the management company contracted by the charter school;**
- (20) Failure to submit to the Sponsor within thirty (30) days a Financial Recovery Plan, with the appropriate supporting documents, that is determined by the Sponsor to be acceptable pursuant to School Board Rule 6Gx13-6A-1.471, following a determination of financial emergency pursuant to Fla. Stat. §**

218.503;

- (21)** Failure to successfully implement a Financial Recovery Plan submitted to the Sponsor pursuant to Fla. Stat. § 218.503, within the time specified and approved in the Financial Recovery Plan;
- (22)** Failure to provide periodic progress reports as required by the Financial Recovery Plan, as determined by the Sponsor;
- (23)** Receiving a finding of financial emergency, pursuant to Fla. Stat. § 218.503, for two consecutive years, or more than once during any one fiscal year; or
- (24)** Any other good cause, which shall include, but is not limited to, any material breach or violation of the standards, requirements, or procedures of this Contract such as:
 - (a)** failure to timely submit quarterly financial reports;
 - (b)** failure to comply with the timely submission of all financial statements in the required format specified by the Sponsor;
 - (c)** failure to comply with the conflict of interest provision in Section VI(L) relating to the governing board receiving compensation, directly or indirectly, from the School's operations, including but not limited to grant funds;
 - (d)** failure to fulfill all the requirements for highly qualified instructional personnel as defined by the No Child Left Behind Act (NCLB);
 - (e)** failure to comply with the timely submission of the annual report to the Sponsor;
 - (f)** failure to comply with the timely submission of the School Improvement Plan to the Sponsor;
 - (g)** failure to participate in all state and district assessment programs;
 - (h)** failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
 - (i)** failure to comply with the education goals established by Fla. Stat. § 1000.3(5);

- (j) failure of secondary charter schools to comply with Fla. Stat. §§ 1003.43 and 1008.25;
- (k) failure to use records and grade procedures that adequately provide the information required by the Sponsor;
- (l) failure to provide Special Education (SPED) students and English Language Learners (ELL) with programs and services in accordance with federal, state and local policies;
- (m) failure to obtain proof of consent to enroll each student from the student's parent / guardian or from the student, if the student is eighteen (18) years of age or older;
- (n) failure of the school to comply with the timely submission of the annual financial audit as required by Fla. Stat. § 218.39;
- (o) failure to comply with the Florida Building Code (including chapter 423) and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;
- (p) failure to comply with all applicable laws, ordinances, and codes of federal, state, and local governance including Individuals with Disabilities Education Act (IDEA);
- (q) failure to obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies;
- (r) failure to maintain valid licenses, permits, use approval, facility certification, and any other approval as required by the local government or any other governmental bodies having jurisdiction at any time during the term of this Contract;
- (s) failure to provide evidence of required insurance at anytime during the term of this Contract;
- (t) violation of Fla. Stat. § 112.311 - 112.326, Code of Ethics for Public Officers and Employees; or

(u) violation of School Board Rule 6Gx13-4A-1.213, Code of Ethics.

E. IMMEDIATE TERMINATION.-- This Contract may be terminated immediately if the Sponsor determines that good cause has been shown or if the health, safety, or welfare of the students is threatened.

- (1) For purposes of immediate termination, "good cause" is defined as a higher standard of good cause such as any egregious form of the good-cause bases summarized in section (3) above. In making the determination as to whether good cause exists for immediate termination, the Sponsor will consider whether the totality of the circumstances justify a decision to forego the 90-days notice and terminate immediately (considering factors such as the immediacy of the Sponsor's concerns, the extent of those concerns, the amount of constructive notice the School had regarding these concerns, and the unlikelihood that the school could or would have remedied those concerns with proper notice).
- (2) Except in cases of extreme danger to student health, safety, or welfare, the Sponsor hereby gratuitously agrees to provide, when practical and feasible, three (3) calendar days' notice before effectuating an immediate termination. The Sponsor must provide the basis for termination in writing detailing the basis, and such findings should be made concurrently with the Sponsors termination action. The School's governing board may, within thirty (30) days after receiving the Sponsor's decision to terminate the charter, appeal the decision pursuant to the procedure established in Fla. Stat. § 1002.33(6).
- (3) Upon immediate termination, the Sponsor shall assume the operation of the School and shall continue operating the School at least throughout any timely appeal by the School to the State Board of Education (or, if none is filed, until time for filing an appeal has expired). Sponsor shall hold and conserve all charter school property and assets, including cash and investments, in trust until the charter school has exhausted all appellate rights to the State Board of Education. Sponsor shall only disburse charter school funds in order to pay the normal expenses of the school as they accrue in the ordinary course of school

business. The School hereby agrees that, upon receiving notice of the Sponsor's decision of immediate termination, the School shall immediately give to the Sponsor all the keys to the school's facilities and all security-system access codes and access codes for all computers in the School's facilities, and shall immediately make accessible all educational and administrative records of the School so that the Sponsor may properly assume operation of the school immediately. Moreover, within two (2) business days, the School shall turn over all records and information regarding the accounts of all of the public funds held by the charter school; turn over all of the public property and public funds to the Sponsor. The School shall fully cooperate in the turnover to the Sponsor to ensure a smooth transition for the students.

- (4) The School's instructional and operational employees will be required to continue working in the school during the time that the Sponsor operates the School. Notwithstanding the general policy of requiring such employees to continue serving in their regular capacities during that time, the Sponsor reserves the right to take any appropriate personnel action as to such employees if any cause for personnel discipline should arise or be discovered during the Sponsor's assumed operation of the School (after the Sponsor provides any required due process to such employees if they are not terminable at-will).
- (5) Any unencumbered public funds from the charter school, any District School Board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the District School Board's request, until any appeal status is resolved.
- (6) If the School prevails in an appeal to the State Board of Education, the Sponsor shall, within three (3) business days, return keys, security codes, and the facility itself to the School. In that case, the School's employees will continue as employees of the School, and the governing board of the School shall resume operation and oversight of the School. However, since the issue on

appeal shall be limited to whether there exists grounds for the immediate termination of the charter, the charter Contract may still be non-renewed or terminated upon ninety (90) days notice ,pursuant to section II.C, if the School fails to timely correct any deficiencies noted by the Sponsor.

- (7) If the School appeals to the State Board of Education and is not successful in the appeal (or if the School does not timely file an appeal), the Sponsor shall allow the School's governing body to retrieve any personal belongings of its members from the school, but all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the District School Board, subject to complete satisfaction of any lawful liens or encumbrances; and the charter school shall be dissolved pursuant to Fla. Stat. § 1002.33(8)(e).

F. POST-TERMINATION MATTERS.— In cases of non-renewal or termination of the Contract, the School shall be dissolved under the provisions of law under which the School was organized. Student records shall be turned over to the Sponsor; and copies of all administrative, operational, and financial records of the School shall be provided to the Sponsor on the date the termination/non-renewal takes effect.

- (1) In the event of charter termination, any property, improvements, furnishings, and equipment purchased with public funds shall automatically revert to the Sponsor (subject to any lawful liens and encumbrances). If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as those goods purchased directly with grants and funds provided by a governmental entity. Property and assets purchased by an educational management organization in conjunction with operating the School shall not be deemed purchased with public funds.
- (2) In case of termination or non-renewal of the Contract, the School shall be responsible for all the debts of the School. The Sponsor may not assume the

debt from any contracted services made between the governing body of the School, the management company (if applicable), and/or third parties, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as set forth in this Contract) by both the Sponsor, the governing body and/or management company (if applicable).

- (3) In case of termination or non-renewal of the Contract, the School agrees that the Sponsor shall have, for a period not to exceed 30 days subsequent to termination or non-renewal, the right of first refusal to secure the lease on, or purchase or possession of the facilities as described in Section V of the Contract.

III. ACADEMIC ACCOUNTABILITY

- A. The School agrees to implement its educational and related programs as specified in the School's approved application (Appendix A) setting forth the School's curriculum, the instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School ensures that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading shall be consistent with the Sunshine State Standards and are grounded in scientifically-based reading research. Updates, revisions, and/or changes to the curriculum programs described in the application and as requested by the Sponsor as a condition of the application's approval are incorporated as part of the approved application included as Appendix A. The Sponsor's Limited English Proficiency Plan, with which the School must comply, is included in Appendix D.
- B. In the first year prior to the School's opening, the School agrees to adopt and implement, with fidelity, the Sponsor's K-12 Comprehensive Research-Based

Reading Plan (CRRP) unless it has chosen to "opt-out" and use an alternate FLDOE-approved core reading plan.. The school shall provide to the Sponsor any alternate FLDOE-approved core reading plan, in its entirety, in the year prior to the School's opening.

- C. In the first year of the Contract, the School shall develop a School Improvement Plan based on the goals and objectives identified in the School's application as referenced in Appendix A.
- D. The School agrees to the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School Improvement Plan submitted annually to the Sponsor. This Contract may be terminated by the Sponsor if insufficient progress has been made towards the goals and outcomes designated in the School Improvement Plan. Pursuant to requirements of the State Board of Education, the School shall be terminated if the School receives a state-designated grade of "F" in two consecutive years of any four year period. The School may be non-renewed or terminated if the School fails to make AYP for five consecutive years in accordance with the provisions of the NCLB.
- E. In addition to evaluating the School's success in achieving the objectives stated in the School Improvement Plan, the School will be held accountable for meeting the state's student performance requirements as delineated in State Board of Education Rule 6A-1.09981, *Implementation of Florida's System of School Improvement and Accountability*, based on Fla. Stat. §§ 1001.02, 1008.33, and 1008.345.
- F. The methods used to identify the educational strengths and needs of students and the educational goals and performance standards are set forth in the School's approved application. This accountability criterion shall be based upon the assessment systems of the School, the Sponsor, and the State.
- G. In accordance with state law and the Sponsor's rule, students at the School will participate in all state assessment programs and in all district assessment programs in which the District students in comparable grades/schools participate. All School personnel involved with any aspect of the testing process must have knowledge of

and abide by state and Sponsor policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. To facilitate this participation, the Sponsor will provide to applicable school staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and state-required assessment activities, e.g., procedures for test administration, staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting. If a SPED student's Individual Education Plan (IEP) indicates an alternate assessment, in lieu of full/partial participation in a state assessment, the School will facilitate the alternate assessment and comply with state reporting procedures.

- H. The School agrees to utilize data provided through its participation with the Sponsor in electronic data processing systems pertaining to admissions, registration, and student records.
- I. The School agrees to allow the Sponsor reasonable access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met as stated in the Contract, and required by Fla. Stat. §§ 1008.31 and 1008.345.
- J. As Fla. Stat. § 1002.33 requires the Sponsor to provide to the State Board of Education and the Commissioner of Education an analysis and comparison of the overall performance of the School's students, the parties agree that the Sponsor will utilize results from the state and district required assessment programs referenced in this Contract and the data elements to be included in the annual report which the School is required to submit pursuant to Fla. Stat. § 1002.33(9)(I).
- K. The Sponsor shall ensure that the School's program is consistent with the state education goals established by Fla. Stat. § 1000.03(5).
- L. In secondary charter schools, the School shall establish a method for determining that a student has satisfied the requirements for graduation in Fla. Stat. §§ 1003.43 and 1008.25 and shall inform the Sponsor of this method at least one month prior to the beginning of the first school year of operation.

- M.** The School shall use records and grade procedures that adequately provide the information required by the Sponsor. The Sponsor has designated Pinnacle from Excelsior Systems, Inc. to be the supported grade book system for the District. The School shall use records and grade procedures that adequately provide the information required by the Sponsor. These procedures may be an alternative grading and recording system, but the system must be in accordance with the State's reporting guidelines and be approved by the Sponsor. If the school chooses to use an application other than Pinnacle, or the system in use by the Sponsor, they will be responsible for data entry directly into ISIS for both daily attendance and quarterly grades. Schools that opt for an alternative grade book system will not be able to upload grade or attendance data to Information Technology Services (ITS) department. Schools not uploading will be required to have a documented procedure in place for communicating attendance and grades to the data entry clerk. Non-Pinnacle schools, or schools who opt to use an alternative grade book system, will be required to provide some form of prior year electronic audit trail. No ITS support will be provided for schools that do not use Pinnacle, or the designated system.
- N.** The School shall follow the Sponsor's Elementary School Academic Programs Course Codes and/or Miami-Dade County Public Schools Authorized Courses for Secondary Schools, as appropriate.
- O.** The School shall provide each student with a current textbook or other current instructional materials in each core course, including but not limited to, mathematics, language arts, science, social studies, reading, and literature for kindergarten through grade 12, pursuant to Fla. Stat. §1006.40(2)(a). Provision of such materials must be made within the first 2 years of the effective date of the State's textbook adoption cycle. Unless specifically provided for in the General Appropriations Act, if these materials are purchased, the cost of instructional materials purchases, required by this paragraph, shall not exceed the amount of the School's allocation for instructional materials for the previous 2 years, pursuant to § 1011.67.
- P.** The School will maintain both active and archival records for current/former students in accordance with Fla. Stat. §§ 1003.25 and 1002.22 and State Board of Education

Rule 6A-1.0955.

- Q. All permanent cumulative records (both Category A, Permanent Information, and Category B, Temporary Information) of students leaving the School, whether by transfer to a traditional public school within the school system, or withdrawal to attend another charter school, shall be transferred upon receipt of an official request from a receiving Miami-Dade County public school or a charter school sponsored by The School Board of Miami-Dade County, Florida. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
- R. Upon termination of a student's enrollment at the School, all permanent cumulative records (both Category A, Permanent Information, and Category B, Temporary Information) of students leaving the School, but not transferring to a Miami-Dade County public school or a charter school sponsored by The School Board of Miami-Dade County, Florida, shall be hand-delivered to the Sponsor's Department of Records and Forms Management. Proof of delivery shall be provided to the Sponsor within five (5) business days. The School may retain copies of the departing student's academic grades and attendance during the student's enrollment at the School.
- S. The School shall transmit to the Sponsor's Department of Records and Forms Management, a listing of the types of Category A and B educational records pursuant to State Board of Education Rule 6A-1.0955 and the procedures from the Division of Student Services as stipulated in the Student Educational Records manual. This report shall be transmitted each year prior to July 1.
- T. Special Education (SPED) students shall be provided with programs and services implemented in accordance with federal, state and local policies and procedures; and, specifically, the IDEA, Section 504 of the Rehabilitation act of 1973, and Fla. Stat. §§ 1000.05, 1003.57, 1001.42(4)(1), and 1002.33, and Chapter 6A-6, Florida Administrative Code. The School will be responsible for the delivery of all educational, related services and equipment indicated on the student's Individual Education Plan (IEP), or Educational Plan (EP) in the case of students who are

Gifted. Related services and equipment, e.g., speech/language therapy, occupational therapy, physical therapy, counseling, assistive technology devices and therapeutic equipment must be provided by the School's staff or paid for by the School through contract. The Sponsor will have the responsibility of conducting the evaluation of students referred for potential Special Education and Gifted placement and for the re-evaluation of SPED students in accordance with federal and state mandates. The School may obtain private evaluations of students at the School's expense. These evaluations may be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by the Sponsor's personnel in a manner and timeframe consistent with that of all of the other Sponsor's schools. If it is determined by an IEP committee that a SPED student's needs cannot be met at the School, the Sponsor will take steps to secure another placement for the student in accordance with federal and state mandates. A representative of the Sponsor will participate in all initial IEP meetings and those IEP meetings where a significant change of services or placement may be considered and shall serve as the Local Educational Agency (LEA) Representative when present at an IEP meeting. However, the administrator in charge at the School will serve as the LEA Representative at ordinary annual and interim IEP and EP meetings, which the School shall conduct.

- U. The Sponsor will conduct the initial evaluation of the School's students who have been referred for physical and occupational therapy and speech and language services. After the student is determined eligible for SPED services and the initial IEP is written, the School shall be responsible for providing the physical and occupational therapy and speech and language services to the student. The School shall ensure that physical and occupational therapists providing services to the student review the student's initial IEP, reassess the student, and develop goals, benchmarks and a treatment plan for the student. The School shall ensure that speech and language therapists review and implement the student's initial IEP. The School shall ensure that the physical and occupational therapists and speech and language therapists providing services to the student attend the student's annual and interim IEP meetings. The student's IEP goals and benchmarks related to these areas

are to be updated by the student's treating therapists based upon their reevaluation of the student. The School agrees to require physical and occupational therapists providing services to the student to attend orientation and in-service training on how to develop goals and benchmarks based upon educational theory. The Sponsor agrees to provide that orientation and in-service training. The Sponsor agrees to conduct periodic checks on, and review of, the paperwork prepared by the occupational and physical therapists providing services to such students. The School shall comply with the requirements of the IDEA as it relates to the student's IEP, and the appropriate instructional personnel of the School shall attend all IEP meetings.

- V. Special Education students will be educated in an inclusionary, least-restrictive environment as outlined in Appendix E, Policies and Procedures for the Provision of Specially Designed Instruction and Related Services for Exceptional Students. It is the professional responsibility of educators to place students in an environment where they can flourish. Those students whose needs cannot be adequately addressed at the School as determined by an IEP committee, will be appropriately referred, and the School staff will work together with the Sponsor's personnel to ensure that the needs of these students are met. The School's staff will work closely, and as early as possible in the planning/development stages, with the Sponsor to discuss the services needed by the School's students.
- W. A student, parent, or guardian who indicates at an IEP or EP meeting that they wish to file for a Due Process Hearing, in accordance with Fla. Stat. § 1003.57 and State Board of Education rule 6A-6.03311 will be given the appropriate forms by the staffing specialist or other appropriately designated person attending the IEP meeting. A student, parent, or guardian at the School wishing to file for a Due Process Hearing shall file their request with the Sponsor's Clerk of the School Board. As soon as a request for Due Process Hearing is filed, the Sponsor shall inform the School and will select and assign an attorney from a pool of qualified outside counsel, chosen through a Request for Proposals (RFP) process, to represent the School. The School is responsible for scheduling resolution and mediation meetings as required under state and federal law. The Sponsor is responsible for ensuring that the Due Process Hearing is conducted in accordance with Fla. Stat. § 1003.57 and

State Board of Education rule 6A-6.03311. The Sponsor is responsible for ensuring that a final decision in the Due Process Hearing is reached and that a copy of the decision is mailed to the parties in accordance with applicable federal and state laws. In the event a student, parent, or guardian files a request for a Due Process Hearing in accordance with Section 615 of the IDEA, Fla. Stat. § 1003.57, and State Board of Education rule 6A-6.03311, involving the provision of education and related services to a student with disabilities at the School, the School shall bear all the costs associated with the hearing, including legal representation. In the event that the student, parents or guardians are the prevailing party, any and all attorneys' fees and costs awarded to the prevailing party will be paid by the School.

- X. Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA, Part B or C. In order to seek reimbursements, the School agrees to follow the procedures established for Medicaid-reimbursable services to eligible students at the School as outlined in Appendix F, attached and incorporated into this Contract by reference.
- Y. Students at the School who are English Language Learners (ELL) will be served by English for Speakers of Other Languages (ESOL) certified personnel who will follow the Sponsor's Limited English Proficiency Plan. The Sponsor's plan, which meets the requirements of the *League of United Latin American Citizens (LULAC) et al. v. State Board of Education* Consent Decree, is attached as Appendix D.⁹
- Z. The School will adopt the Sponsor's Student Progression Plan (SPP), which is attached as Appendix G. The SPP is a document that is revised yearly; therefore the School agrees to implement the SPP in effect for the current operational year. Notwithstanding the above acceptance of the Sponsor's SPP, the School and the Sponsor may agree to any additional reasonable exemptions from the SPP the School may request. Any failure to agree on exemptions shall not be considered a dispute.
- AA. The School will adopt the Sponsor's "Policies for Promoting and Maintaining a Safe Learning Environment," which is attached as Appendix H. Notwithstanding the above acceptance of the Sponsor's "Policies for Promoting and Maintaining a Safe

Learning Environment,” the School and the Sponsor may agree to any reasonable exemptions from the “Policies for Promoting and Maintaining a Safe Learning Environment” the School may request. Any failure to agree on exemptions shall not be considered a dispute.

- BB. The School agrees to obtain and maintain applicable certification/accreditation for its educational program in order to ensure transferability of courses completed by the students at the School.
- CC. The School agrees to utilize the CSCMS or any other web-based software or reporting procedure implemented by the Sponsor in order to maintain accountability with the Charter School Benchmarks and document compliance with contractual requirements (Appendix I).

IV. STUDENTS

A. **DEFINITION OF STUDENTS.** -- The School shall be open to any student residing in Miami-Dade County and to students in other districts with which inter-district agreements exist.

B. **ENROLLMENT.** -- The School will be open to students in Kindergarten through grade eight (approximately 5-14 years of age) who would qualify to attend a traditional public school in Miami-Dade County. It is expected to have a racial/ethnic population reflective of the community it will serve. The School will not discriminate on the basis of race, religion, or national or ethnic origin in the admission of students.

(1) Following is the student enrollment breakdown by year:

- (a) Year 1: 2009-2010 – Grades K to 8 - up to 675 students
- (b) Year 2: 2010-2011 – Grades K to 8 - up to 675 students
- (c) Year 3: 2011-2012 – Grades K to 8 - up to 675 students
- (d) Year 4: 2012-2013 – Grades K to 8 - up to 675 students
- (e) Year 5-10: 2013 -2019 – Grades K to 8 - up to 675 students

(2) The aforementioned enrollment capacity will be contingent on the student capacity as stated on the valid Certificate of Occupancy (CO), Certificate of Use (CU), and

Fire Permit for the school facility issued by the local governmental agency in whose jurisdiction the facility is located. Monthly payments shall not be paid for students in excess of the School's enrollment capacity, as defined by the valid CO, CU, or Fire Permit, nor in excess of the projected enrollment for the school year as defined in Subsection IV.B. of this Contract.

C. BALANCE.— Pursuant to Fla. Stat. § 1002.33(7)(a)8 & (15)(b), the parties agree that the School shall strive to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the school district. The School shall ensure that its admissions policies shall be nonsectarian.

D. ENROLLMENT PROCESS

(1) The promotional plan to be followed in publicizing the school will be designed to reach the entire community and, accordingly, all racial/ethnic groups within it. The school will implement a community awareness plan that will target area elementary schools, area communities and homeowner associations, and City of Homestead residents via City Council Newspaper. The school will provide copies of its promotional materials and announcements in English, Spanish, and Creole to local community organizations to make sure that "hard-to-reach" families (e.g. single-parent families, low socio-economic households, etc.) are aware of the school and their eligibility to apply for enrollment. The School shall enroll any eligible student who submits a timely application. Pursuant to Fla. Stat. § 1002.33(10)(b), if the number of applications exceeds the capacity of a program, class, grade level, or building, those applicants shall be given an equal chance of being admitted through a random selection process. If the number of applicants is below the desired number of students, the School reserves the right to extend the application deadline, provided sufficient notice is given.

(2) Pursuant to Fla. Stat. § 1002.33(10)(d), the School shall give enrollment preference to a sibling of a student enrolled in the School or to the child of an employee or member of the governing board of the School.

(3) Informational meetings will be held to inform interested parents/guardians of

the mission of the School, the registration process, and required contractual obligations. The School will provide this information to parents/guardians in English as well as in other languages (e.g., Spanish and Haitian Creole).

- (4) Students residing in neighboring counties would be eligible to attend the School under the inter-district agreement provisions provided for in Fla. Stat. § 1002.33(10)(a) or as currently allowed between Miami-Dade and neighboring counties' School Boards.
- (5) To enroll a student, the School must obtain proof of consent from the student's parent or guardian, or from the student if the student is eighteen (18) years of age or older.
- (6) The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon request.
- (7) The School's capacity shall be determined annually by the governing board, in conjunction with the Sponsor, in consideration of the factors contained in Fla. Stat. § 1002.33(10). At no time shall the School's enrollment exceed the maximum capacity established by the School site's Certificate of Occupancy, Certificate of Use, or Fire Permit.

E. WITHDRAWAL OR TRANSFER OF STUDENTS.-- The School may not withdraw or transfer a student involuntarily, unless the withdrawal or transfer is accomplished through established administrative procedures mutually agreed upon in this Contract, or through existing administrative procedures in the Sponsor's Board Rules. Only the Sponsor School Board may expel a student. A student may voluntarily withdraw from the School at any time and enroll in another public school.

F. DISCIPLINE

- (1) The School agrees to maintain a safe learning environment at all times. In order to provide criteria for addressing discipline issues that will ensure the health, safety and welfare of all students attending the School, the School will adopt and follow the Sponsor's Code of Student Conduct, which is attached as Appendix J. Students who attend Somerset Grace Academy and their

parents/guardians will enter into contracts with the School. Such contracts will detail the responsibilities that staff members, students, and parents/guardians are expected to fulfill. If parents/guardians or students do not meet these obligations, it will be recommended that the student attend another school. If necessary, the School will pursue the withdrawal or transfer through administrative procedures established under the Sponsor's Board Policy, but administered by School personnel. For compliance with SPED student discipline procedures the School must refer to Procedures for Promoting and Maintaining a Safe Learning Environment, which is attached as Appendix H.

- (2) Notwithstanding the above acceptance of the Sponsor's Code of Student Conduct, the School and the Sponsor may agree in writing for the School to have reasonable amendments to the Code. All proposed amendments to the Code shall be submitted in advance to the Sponsor for approval.
- (3) The School agrees that it shall not engage in the corporal punishment of its students.

G. EXTRACURRICULAR ACTIVITIES.-- The School's students may participate in extracurricular activities in accordance with the provisions of Fla. Stat. § 1002.33(11).

V. FINANCIAL ACCOUNTABILITY

A. ADMINISTRATIVE MANAGEMENT

- (1) The School's financial activities and reporting of same will be subject to the Florida Department of Education (DOE) Technical Assistance Notes (TAN) 99-09, 2000-05, and 2001-05, incorporated into this Contract as Appendix K, as well as any subsequently issued directives by the State and other applicable Governmental Accounting Standards.
- (2) The School agrees to provide reasonable proof of the ability to fund the initial startup and the on-going operation of the School.
- (3) The governing board of the School shall provide to the Sponsor, by August 20 of each year, an updated annual budget for review. This budget shall include

projected sources of revenue, both public and private, and planned expenditures covering the entire school year.

- (4) **Florida Education Finance Program (FEFP) Payments.** -- The Sponsor shall calculate and submit twelve (12) monthly payments to the School. The first payment will be made by July 31. Subsequent payments will be made by the 15th of each month beginning with August 15.
- (a) In order to provide educational materials for students when classes begin, the first payment shall include 75% of the full annual allocation of instructional materials based on prior year membership, or based on enrollment as of June 30, in the case of a new school.
- (b) Payments shall be adjusted for any amounts due the Sponsor for services provided and/or expenditures incurred on behalf of the School during the current or previous year, as well as for administrative oversight.
- (c) Late payments are subject to interest at the rate of 1% per month calculated on a daily basis until paid.
- (d) Monthly payments shall not be paid for students in excess of the School's enrollment capacity as indicated in Subsection IV.B. of this Contract, and by the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.
- (e) The Sponsor shall withhold monthly payments if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid.
- (5) **Capital Outlay Payments.** -- The Sponsor shall make timely and efficient payment to the school upon receipt of all required supporting documentation.
- (6) Any administrative fee withheld by the Sponsor shall be limited to five percent (5%) of available funds for the first 500 students as defined in Fla. Stat. §

1002.33(20)(a) not including capital outlay funds, federal and state grants, or any other funds, unless explicitly provided by law. If the school has a population of 501 or more students, the difference between the total administrative fee calculation and the amount of the administrative fee withheld may be used for capital outlay purposes specified on Fla. Stat. § 1013.62(2). Access by the School to services not required by legislation, but available through the Sponsor, may be negotiated separately by the parties.

- (7) The School will contract separately with a private agency or the Sponsor to provide food service. Responsibilities for providing food and related services and meeting reporting requirements will be assumed by the School, with the exception of the services related to eligibility and reporting duties required under the federal lunch program, if requested by the School.
- (8) The School shall utilize the standard state codification of accounts as contained in the DOE's Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book), as a means of codifying all transactions pertaining to its operations. The accounting for federal, state and local funds shall be maintained according to existing guidelines, mandates, and practices, i.e., separate funds and bank accounts for federal, state, and local funds as required under applicable statutes.
- (9) The School shall provide quarterly financial statements to the Sponsor, which shall include a balance sheet and a statement of revenues and expenditures and changes in fund balances prepared in accordance with Generally Accepted Accounting Principles in a format, as specified in paragraph (8) herein above, to include a detail of all revenue and expenditure activities relating to its operations, and file the appropriate reports with the respective state and federal agencies. In the event the School elects to follow generally accepted accounting standards for not-for-profit organizations, the financial information shall be reformatted for reporting purposes as specified in paragraph (8) herein above. Submission of the quarterly financial statements shall be within thirty (30) days of the end of each quarter.

- (10) If the School's quarterly financial statements reveal a deficit position, the Sponsor shall require the School to submit a detailed financial recovery plan to address the deficit, including Bank Reconciliation Statements and Monthly Detailed General Ledger Reports. Failure to timely submit quarterly financial reports shall constitute a material breach of this Contract and may result, at a minimum, in the Sponsor's withholding of subsequent payments to the School without penalty of interest as described in Section V(A) of this Contract, until the breach is cured.
- (11) The School shall provide the Sponsor with annual financial reports including a management letter, as of June 30 of each year for inclusion in the Sponsor's financial statements. These reports shall include a complete set of annual financial statements and notes thereto, prepared in accordance with Generally Accepted Accounting principles and reflecting the detail of revenue sources and expenditures by function and object at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt. In addition, if a non-profit entity was created for the purpose of operating the School and the School is not part of a pre-existing non-profit organization or municipality, generally accepted accounting principles require that the financial activities be accounted for using the governmental accounting model applicable for state and local governments and their component units, as per Government Accounting Standards Board (GASB) statement 34. The following timeline must be adhered to for submitting the School's financial reports:
- (a) UNAUDITED STATEMENTS: NO LATER THAN AUGUST 1 OF EACH YEAR.
 - (b) AUDITED STATEMENTS: NO LATER THAN SEPTEMBER 1 OF EACH YEAR. As defined in School Board Rule 6Gx13-6A-1.471, No later than May 1 of each year, the Charter School must formally notify the Sponsor of the name, address and phone number of the auditor engaged to perform the year end audit.

- (12) An annual financial audit, required by Fla. Stat. § 218.39, requested and paid for by the School, shall be performed by a licensed Certified Public Accountant. The audit shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.850, Rules of the Auditor General, State of Florida, incorporated into this Contract as Appendix M and in accordance with the requirements specified in the Audit Completion Checklist attached as Appendix N.
- (a) The School further agrees to provide the Sponsor with eight (8) copies of such audit and the corresponding responses to the findings, which shall be bound together in one complete report. In addition, two copies of the audit report must be submitted to the Auditor General within forty-five (45) days after delivery of the audit report to the School's governing body.
- (b) Financial audits that reveal a state of financial emergency as defined in Fla. Stat. § 218.503 and are conducted by certified public accountant or auditor in accordance with Fla. Stat. § 219.39 shall be provided to the governing body of the charter school within 7 working days after finding that a state of financial emergency exists. When a charter school is found to be in a state of financial emergency by a certified public accountant or auditor, the charter school must file a detailed Financial Recovery Plan with the sponsor within 30 days after receipt of the audit. Failure to timely submit a Financial Recovery Plan following a finding of financial emergency constitutes good cause to terminate this contract.
- (c) The Financial Recovery Plan submitted by the charter school to the Sponsor in response to a finding of financial emergency pursuant to Fla. Stat. § 218.503 must address the specific audit findings and must also show how the charter school will meet its current and future obligations and be a financially viable entity within the time period specified in the approved Financial Recovery Plan.. The Financial Recovery Plan must

specify dollar amounts or cost cuts, cost avoidance, and/or realistic revenue projections that will allow the charter school to correct the condition(s) that caused the school to be found in a state of financial emergency. The Financial Recovery Plan must include appropriate supporting documentation. The financial recovery plan will be reviewed by the Sponsor pursuant to School Board Rule 6Gx13-6A-1.471. If the financial recovery plan submitted by the charter school is deemed unacceptable by the Sponsor, this contract may be terminated.

- (d) In the event of a finding of financial emergency and submission of an acceptable Financial Recovery Plan pursuant to Fla. Stat. § 218.503, the charter school shall provide periodic financial reports to the school's governing board and the Sponsor in a format sufficient to monitor progress toward achieving the Financial Recovery Plan. Failure to provide such periodic progress reports could result in termination of this contract.
- (13) Failure of the School to comply with the timely submission of all financial statements in the required format specified by the Sponsor, shall constitute a material breach of this Contract and will result in the Sponsor's withholding of subsequent payments to the School without penalty of interest as described in Section V.(A) of this Contract.
- (14) The Sponsor reserves the right to perform additional audits at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary.
- (15) A cumulative listing of all property purchased with public funds, i.e., FEFP, grant, and any other public-generated funds, and a cumulative listing of all property purchased with private funds, will be submitted yearly along with the annual audited financial statements. These lists will include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.
- (16) Pursuant to Fla. Stat. § 1002.33(12)(i), the School shall organize as, or be operated by, a nonprofit organization. If the School has been granted tax-

exempt status, the School will provide the Sponsor with a copy of correspondence from the Internal Revenue Service (IRS) granting tax-exempt status as a section 501(c)(3) organization. The School also will annually provide the Sponsor a copy of its Form 990, Return of Organization Exempt from Income Tax, and all schedules and attachments, within fifteen (15) days of filing with the IRS. If the IRS does not require Form 990 to be filed, the School will provide the Sponsor with written confirmation from the IRS of such non-requirement. Notwithstanding anything set forth in this Contract, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

- (17) Funding for student enrollment in the School shall be the sum of district operating funds from the Florida Education Finance Program (FEFP), including gross state and local funds, discretionary lottery funds, and discretionary operating millage funds divided by total district funded weighted full-time equivalent (WFTE) students times the weighted full-time equivalent students of the School. If eligible, the School shall also receive its proportionate share of categorical program funds included in the FEFP. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Legislature.
- (18) The Sponsor may initially calculate monthly distributions to the School for up to four (4) months based on the School's actual enrollment as of June 30, or until the results of the October Full-Time Equivalent (FTE) become available. The projected full-time equivalent student membership will be determined by the actual student enrollment at the School at the conclusion of the second week of student attendance. If enrollment at the end of the second week of student attendance is less than 90% of projected enrollment, future monthly distributions shall be proportionally reduced. Thereafter, the results of the FTE student surveys will be used in adjusting the amount of funds distributed monthly to the School.

- (19) Any eligible student enrolled in the School shall be provided federal funds for the same level of service provided other eligible students in the schools operated by the Sponsor, including Title I funding.
- (20) Total funding shall be recalculated during the school year to reflect actual WFTE students reported by the School during the FTE student survey periods. Additionally, funding for the School shall be adjusted during the year as follows:
- (a) In the event of a state holdback or a proration which changes District funding, the School's funding will be adjusted proportionately. The Sponsor will not be responsible for any liabilities incurred by the School in the event of a State holdback.
 - (b) In the event that the District exceeds the State cap for WFTE for Group 2 programs established by the Legislature, resulting in unfunded WFTE for the district, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- (21) If the School does not comply with the core reading plan requirements specified in Section III. B. of this Contract, the funds that would have been allocated to the school, by the State and/or Sponsor for reading, shall remain with the Sponsor to serve low performing schools, pursuant to the K-12 Comprehensive Research-Based Reading Plan Guidelines.
- (22) Pursuant to Fla. Stat. § 1002.33(9)(m), the School shall not levy taxes or issue bonds secured by tax revenue.
- (23) If the School is not renewed or is terminated, any public unencumbered funds from the School shall be forwarded to the Sponsor within thirty (30) calendar days. In that event, all School property, improvements, furnishings, and equipment purchased with public funds as defined in Subsections I.(F) and V.(A)(14) shall revert automatically to full ownership by the Sponsor (subject to any lawful liens and encumbrances). If the School's accounting records fail to establish clearly whether a particular asset was purchased with public funds or non-public funds, it will be considered to have been purchased with public

funds and ownership of the asset will revert to the Sponsor.

- (24) If the School is not renewed or is terminated, the School is responsible for its debts.
- (25) Except for the first payment, which shall be made by July 31, payments shall be made to the School no later than the 15th of each month from August through June. See Appendix O for a sample worksheet for calculating the School's revenues. The Sponsor shall complete this worksheet the second month following the actual FTE survey periods. The following invoice will be prepared by the Sponsor based upon the original revenue worksheet divided by the number of months in the school year until a revised worksheet schedule is completed.
- (26) To determine invoice amounts after a revised schedule is complete, the following steps should be performed:
- | | |
|---|--------------|
| (A) Total Estimated Revenue as of | _____ |
| (B) Less 5% Administrative Overhead
(for first 500 students) | (_____) |
| (C) Less 5% Administrative Overhead
(for over 500 students) ¹ | (_____) |
| (D) Less Payments to Date to Charter School | (_____) |
| (E) Less Other (describe):

_____ | (_____) |
| (F) Equals Net Amount Due | _____ |
| (G) Divided by Number of Months Remaining | _____ |
| (H) Equals Amount this Payment | <u>_____</u> |
- (27) The administrative fee retained by the Sponsor pursuant to this Contract includes, among other things, a fee for academic and financial monitoring

required of the Sponsor by law.

- (28) The parties agree that the Sponsor, with reasonable notice, may request at any time and up to four (4) times a year reports on school operations and student performances and the School shall provide the same in a timely manner, at least within thirty days of receipt of said requests.
- (29) The Sponsor reserves the right to require the School, and the School agrees to, adhere to any additional financial requirements mandated by the Florida Department of Education.
- (30) Any Title I funds allocated to the School must be used to supplement students' greatest instructional needs that have been identified by a comprehensive needs assessment of the entire School and shall be spent in accordance with federal regulations. The academic program funded through Title I shall include Reading, Language Arts, Mathematics and Science. The School's eligibility to receive Title I funds will be based on the percentage of students participating in the Free and/or Reduced Price Lunch Program as determined by the Economic Survey using a predetermined cut-off level established by the Sponsor.
- (31) The per pupil allocation of Title I funds will correlate with the per-pupil allocation of the students' home school. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations.
- (32) Any equipment item purchased with Title I funds costing \$1000 or more, which is classified as Capitalized Audio Visual or Equipment, remains the property of Title I. This property must be identified, labeled and made readily available for Title I property audits.
- (33) If the School accepts Title I funds, at least one percent of the Title I funds budget must be spent in support of parental involvement activities.
- (34) The Sponsor's Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

¹ Funds deducted from Operating Budget and transferred to Capital Outlay Budget must meet criteria for Capital Outlay use.

- (35)** When the funding source requires that the Sponsor serve as the fiscal agent for a grant, the School shall comply with the following procedures:
- (a)** prior to generating any paperwork to the funding agency, the School shall notify Charter School Operations in writing of its intent to submit a grant application;
 - (b)** Charter School Operations will forward the written request, along with the grant application guidelines, to Intergovernmental Affairs and Grants Administration (IAGA);
 - (c)** upon receipt of the written request, IAGA will prepare the grant application procedures packet and timeline for the School;
 - (d)** IAGA will process all application documents requiring the Superintendent's signature; and
 - (e)** in accordance with the established timeline, the School will submit the final application and the appropriate copies to IAGA for transmittal to the funding agency.
- (36)** In the event any grantor requires monitoring and/or review by the Sponsor of the School's expenditures pursuant to any grant the School receives, the School agrees to comply within a reasonable time with any and all additional reporting requirements or corrective action prescribed by the Sponsor.
- (37)** In the event that the Sponsor must serve as fiscal agent, and indirect costs are an allowable expense of the grant, the School agrees that the Sponsor will be permitted to retain grant funds in an amount equal to the annually negotiated indirect cost rate as determined by the Florida Department of Education. Indirect costs shall be reflected in the budget of the grant application submitted by the School.
- (38)** If the Sponsor develops a District-wide grant, the School may be included in the District proposal, if mutually agreed to in writing by the School and the Sponsor.
- (39)** When grant proposals are developed by the Sponsor's staff using student or school counts that include the School's students, and the grant is awarded to

the Sponsor, the pro-rata share of the dollars or services received from that grant shall be distributed to the School, if eligible, as defined in the budget developed for the grant.

- (40) The School shall not suggest or represent to third parties, including, but not limited to, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals, that the Sponsor will guarantee payment for any purchases made or debts incurred by the School, nor shall the School represent that the Sponsor will guarantee payment for any loans secured by the School, or that the Sponsor will lend its good faith and credit in order for the School to obtain a loan or other forms of credit. Pursuant to Fla. Stat. § 1002.33(8)(f), "If a charter is not renewed or is terminated, the charter school is responsible for all debts of the charter school. The District may not assume the debt from any contract for services made between the governing body of the school and a third party."
- (41) The Sponsor will cooperate and assist the School, as required by Florida Statutes, to obtain capital outlay funding for which the School is eligible, if any. Procedures for submitting and approving requests for funding under Fla. Stat. § 1013.62, Charter Schools Capital Outlay Funding, are hereby incorporated into this Contract as Appendix L.

B. REPORTING OF STUDENTS

- (1) In order to facilitate the School's reporting requirements as reflected in the legislation and in order to provide continuous data for students participating in the School, the parties agree that the School will utilize the Sponsor's electronic data processing facility and procedures for the processing of student enrollment, attendance, FTE collection, and assessment information. The Sponsor will analyze the School's facility and develop a hardware/software solution, which provides the School with limited access to the Sponsor's data processing facility. The School will provide hardware and related infrastructure. There will be no cost to the School for the related installation of software programs.

- (2) The Sponsor will also provide training for the School's personnel in the use of designated District applications necessary to respond to the statutory requirements of Fla. Stat. § 1008.345, including the annual report and the State/District required assessment program. The Sponsor's support for this function will be provided at cost and will not exceed the 5% administrative fee provided in the law. Access by the School to additional data processing applications, materials, or forms not required in the statute, but available through the Sponsor, may be negotiated separately by the parties.
- (3) If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State for any errors or omissions for which the School is responsible.

C. FACILITIES

- (1) The School agrees to use facilities that comply with the Florida Building Code, pursuant to Chapter 553, except for State Requirements for Educational Facilities, and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules.
- (2) The School agrees to provide the Sponsor with documentation regarding the School's property interest (owner or lessee) in the property and facility where the School will operate. If the School does not own the property and facility, the School must show proof of a signed lease at least thirty (30) calendar days before the initial opening day of classes. For leased properties, the School shall obtain from the landlord, and provide to the Sponsor, an affidavit indicating the method by which the landlord is complying with the requirements of Fla. Stat. § 196.1983 regarding charter school exemption from ad valorem taxes.
- (3) In the event the School leases its facilities, Lessor and Lessee shall provide the Sponsor with a disclosure affidavit in accordance with § 286.23.
- (4) The School will be located at 624 Anastasia Avenue, Coral Gables, Florida 33134.
- (5) The School shall comply with all applicable laws, ordinances, and codes of

federal, state, and local governance, including the IDEA, the ADA, and section 504 of the Rehabilitation Act. It is expressly agreed that the School shall obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, and copies shall be provided to the Sponsor.

- (a) Since charter schools are fully recognized as public schools pursuant to Fla. Stat. § 1002.33(1), the School's operation shall be subject to necessary local government approvals including site plan approval pursuant to Fla. Stat. § 1013.33. Zoning or other land use development orders approving the School use, if issued by the local government entity having jurisdiction over the area where the School property is located, shall satisfy the review requirements of Fla. Stat. § 1013.33.
- (b) The School further agrees that it shall be responsible for all cost for, or associated with, complying with local ordinances, securing licenses, permits, zoning, use approval, facility certification, and other approvals, including, but not limited to, application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs, and any other additional charges or surcharges by the local government or other governmental agencies.
- (c) The School will show a valid and current Certificate of Occupancy, and other certificates that are required by the applicable building and fire enforcement authorities, as well as health and sanitation enforcement authorities and including all other enforcement agencies having jurisdiction, at all times during the term of this Contract.
- (d) The School agrees that at no time during the length of this Contract will the enrollment capacity exceed the number of students permitted by zoning capacity, applicable laws and regulations.
- (e) If the School fails to obtain all permanent and temporary licenses, permits, use approval, facility certification, and any other approvals as

required by the local government or any other governmental bodies having jurisdiction or present evidence of the ability to obtain the approvals defined above prior to the opening day of classes that can be certified or confirmed by the local government or any other governmental bodies having jurisdiction by at least thirty (30) calendar days prior to the initial opening day of classes, this Contract may, at the sole option of the Sponsor, terminate with no compensation due to the School; however, the application shall remain effective for the following school year.

(f) If the School fails to maintain valid licenses, permits, use approval, facility certification, and any other approvals as required by the local government or any other governmental bodies having jurisdiction at any time during the term of this Contract, the Sponsor may withhold all subsequent payments to the School until said permits, use approval, or facility certification are obtained.

(6) In order to clearly maintain the appearance of neutrality toward religion and politics, the School agrees not to affix any religious or partisan political symbols, statues, artifacts, etc., on or about the property and facilities where the School will operate.

(7) If the School operates in leased facilities, the lease shall be for the term of this Contract, or in lieu thereof, the School shall present a lease with a plan to ensure a facility consistent with Subsection V.(C) subsections (1)-(5) above, for the duration of the Contract.

D. TRANSPORTATION

(1) The School agrees to provide transportation to the School's students consistent with the requirements of Part I. E. of Chapter 1006, Florida Statutes. The governing body of the charter school may provide transportation through an agreement or contract with a private provider or parents.⁶

(2) At the discretion of the School's governing body, transportation will be provided through private providers who meet all applicable State and

Sponsor's safety and transportation standards with funds allocated to eligible students. The School may choose to provide transportation to students who live beyond four (4) miles from the School, at its discretion. The School will provide the Sponsor the name of the private transportation provider and a copy of the signed transportation contract at least ten (10) working days prior to the opening day of classes.

- (3) Transportation shall not be a barrier to equal access for all students residing within a reasonable distance, not greater than four (4) miles, from the School as determined in the School's transportation plan in the approved application.
- (4) The rate of reimbursement will be equivalent to the reimbursement rate provided by the State for all eligible transported students within the school district.

E. INDEMNIFICATION

- (1) The School shall indemnify and hold harmless the Sponsor against all claims, demands, suits, or other forms of liability for personal injury, property damage, or violation of civil rights that may arise out of, or by reason of actions of the School and/or its employees, agents, and representatives.
- (2) The School, to the extent immunity may be waived pursuant to Fla. Stat. § 768.28, agrees to indemnify, defend with competent counsel, and hold the Sponsor, its members, officers, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence of the School's employees, contractors, subcontractors, or other agents in connection with and arising out of their services within the scope of this Contract; (b) disciplinary action or the termination of a School employee; (c) the debts accrued by the School and/or non-payment of same; (d) the School's material breach of this Contract or violation of law; (e) any failure by the School to pay its suppliers or any subcontractors; or (f) personal injury, property damage, or violations of civil rights that may arise out of, or by reason of actions of the School and/or its employees, agents, and representatives.

However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, and subcontractors. The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions Liability Policy described in this Contract will continue in full force and effect notwithstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions which occurred prior to termination. In no way shall the School Leader's Errors and Omissions Liability Policy's three (3) year limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance. In addition, the School shall indemnify, defend, and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School.

- (3) The School shall notify the Sponsor of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School shall fail to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account and at the risk and expense of the School, which the School agrees to assume. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

- (4) The School's indemnity obligations under this provision and elsewhere in the

Contract shall survive the expiration or termination of this Contract.

F. INSURANCE

(1) Evidence of Insurance.-- The School shall provide evidence of liability insurance in the following manner:

(a) As evidence of compliance with the insurance required by this Contract, the School shall furnish the Sponsor with fully completed Certificate(s) of Insurance signed by an authorized representative of the insurer(s) providing the coverage, before the initial opening day of classes.

(b) The Sponsor shall be notified, in writing by the School, of cancellation of insurance within ten (10) days of the cancellation.

(c) Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided. Failure to comply with this section or to maintain the requisite insurance coverage shall constitute a material breach of this Contract.

(2) Requirements of Insurance.-- Insurers providing insurance required by the School by this Contract must meet the following minimum requirements:

(a) (I) authorized by subsisting certificates of authority by the Department of Financial Services of the State of Florida, or (II) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

(b) If, during this period when an insurer is providing the insurance as required by this Contract, an insurer fails to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure the School shall immediately notify the Sponsor and promptly replace the insurance with insurance provided by another

insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) days of cancellation or lapse of coverage.

(c) Without limiting any of the other obligations or liabilities of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Contract. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Contract is terminated.

(3) **Commercial General Liability Insurance.**-- Except as otherwise provided in this Contract, the Commercial General Liability Insurance provided by the School shall conform to the requirements hereinafter set forth:

(a) The School's insurance shall cover the School for those sources of liability (including, without limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

(b) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate.

(c) Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first-dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of \$1,000 per occurrence.

(d) The School shall include the Sponsor and its members, officers, and employees as Additional Insured on the required Commercial General

Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor (The School Board of Miami-Dade County, Florida), its members, officers, employees, and agents as Additional Insured."

- (4) **Automobile Liability Insurance.**— The Automobile Liability Insurance provided by the School shall conform to the following requirements:
- (a) The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office.
 - (b) Coverage shall be included on all owned, non-owned, and hired autos used in connection with this Contract.
 - (c) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$3 million annual aggregate.
- (5) **Workers' Compensation/Employers' Liability Insurance.**— The Workers' Compensation/Employers' Liability Insurance provided by the School shall conform to the following requirements:
- (a) The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the

Federal Employers' Liability Act and any other applicable federal or state law.

- (b) Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease-Policy Limit: \$500,000; EL Disease-Each Employee: \$500,000.
- (6) **School Leader's Errors And Omissions Liability Insurance.**-- The School shall provide, subject to reasonable commercial availability, the School Leader's Errors and Omissions Liability Insurance conforming to the following requirements:
 - (a) The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors and Omissions Liability Insurance such as School Leader's Errors and Omissions Liability Insurance policies offered by The National Union Fire Insurance Company of Pennsylvania, arising out of the rendering or failure to render professional services in the performance of this Contract, including all provisions of indemnification, which are part of this Contract.
 - (b) The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim.
 - (c) If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract.
 - (d) The minimum limits to be maintained by the School inclusive of any amounts provided by an umbrella or excess policy, shall be \$1 million

per claim/annual aggregate.

(7) Property Insurance

- (a)** If the School is the owner and/or has a mortgage on the school site location, the School shall furnish on a form acceptable to the Sponsor, Property Insurance for the "Building" which is to include the structure as described in Section V.(C), Facilities, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.
- (b)** In addition, the School shall provide evidence of business personal property coverage to include furniture, fixtures, equipment, and machinery used in the School.
- (c)** If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor no later than thirty (30) calendar days prior to the opening of school, evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

(8) Applicable to All Coverages

- (a)** The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the School. Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention. Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy

provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.

- (b) The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Contract does not establish minimum insurance requirements for subcontractors or sub-subcontractors.
- (c) Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Contract. The School shall be in default of this Contract for failure to maintain such insurance as required by this Contract.

VI. GOVERNANCE STRUCTURE

- A. The Governing Board of Somerset Academy, Inc. is the ultimate policy-making body that determines the academic direction, curriculum, and operation of the school. The school principal, hired by the board, will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Governing Board. The school's faculty and staff will report directly to the principal, who reports to the Governing Board of Somerset Academy, Inc.
- B. As stated in the By-Laws of the Articles of Incorporation (Appendix P), the Corporation shall be a non-membership organization, and a board of directors, chaired initially by Mr. Victor Barroso, shall manage its activities and affairs. Voting shall control the Corporation, and only directors shall vote. The officers shall consist of a president, a vice president, a treasurer, and a secretary. The Corporation's board of directors shall, according to their by-laws, initially select the governing board of the School. Members of the board of directors may serve on the governing board.
- C. The School's governing board shall be solely responsible for the operation of the school and exercise continuing oversight over the School's operations. The School's governing board will define and refine policies regarding educational philosophy,

and oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

- D. The School's governing board will be diverse and provide a broad-based coalition of parents/guardians, educators, community activists, academicians, and professionals. Board members will possess special skills, talents, and expertise that will support the educational and moral development of the School's students.
- E. The School's governing board will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting set forth in Fla. Stat. § 1002.33.
- F. The School's governing board, in consultations with School staff, will be responsible for the over-all policy decision making of the School, to include creating/adjusting the curriculum and developing and adopting an annual budget.
- G. Pursuant to Fla. Stat. § 1002.33(12)(g), the School's governing board members shall be fingerprinted by the Sponsor prior to the approval of the School's Contract. Board members appointed to the governing board after the approval of the School's Contract must be fingerprinted within thirty (30) days of their appointment. The cost of fingerprinting shall be borne by the School or the governing board member. The governing board agrees to dismiss governing board members whose fingerprint check results reveal non-compliance with standards of good moral character.
- H. The teachers, support staff, and contractual staff will be directly supervised by the Principal.
- I. An Educational Excellence School Advisory Council (EESAC) will be established consistent with Fla. Stat. § 1001.452 to facilitate achievement of the mission of the School, and to ensure that the School meets the needs of the children and community it is developed to serve. To this end, the School will detail and address the following components, for its EESAC: (a) establishment of by-laws; (b) composition of membership; (c) election procedures; (d) communication and posting of meeting agendas and minutes pursuant to Fla. Stat. § 286.011 (Sunshine Law).
- J. Continuity between the organizing group and the governing board will be maintained in the following ways:

- (1) where possible and appropriate (as per the above criteria and processes), organizing group members will serve as board members for staggered terms;
 - (2) organizing group members who are not on the governing board and not on the Corporation's Board of Directors, may serve on the EESAC; and
 - (3) the governing board will be the fiscal agent for the School and will be involved from the inception in administrative functions, pursuant to such rules and policies as are developed by the governing board.
- K. As indicated above, the School will be responsible for administrative school functions, such as bookkeeping, pursuant to the rules and policies that are developed by the governing board consistent with such standards for other public schools.
- L. No employee of the school may be a member of the governing body.
- M. No member of the School's governing board will receive compensation, directly or indirectly, from the School's operations, including but not limited to grant funds. Violation of this provision shall constitute a material breach of the Contract.
- N. The School's parents/guardians will contractually agree to be responsible for their children's attendance (per applicable rules and regulations), classroom participation, and behavior. The School agrees to submit Parental Contracts to the Sponsor for approval. Any amendments to the Parental Contracts shall be submitted to the Sponsor in advance for approval. Attached, as Appendix Q, is the School's Parental Contract.
- O. To insure that parents/guardians will have a strong voice in the governance of the School, the following policies will be observed:
- (1) board meetings will be open to the public in accordance with Fla. Stat. § 286.011 (the Sunshine Law) pursuant to Fla. Stat. § 1002.33(16)(b)1., and parents/guardians shall be notified in a timely manner and encouraged to attend. Notification will also be available in languages other than English, e.g., Spanish, and Haitian-Creole; and
 - (2) periodic academic progress meetings will be held with parents/guardians as a way to provide "open discussion" and two-way feedback on student and program progress.

- P. The School will comply with Florida Statutes Chapter 119 (the Public Records Act) pursuant to Fla. Stat. § 1002.33(16)(b)2., and any other applicable statutes pertaining to public records.
- Q. Notices of all governing board meetings must be posted at the School, at the location of the meeting, and at the M-DCPS Citizen Information Center at least five (5) days prior to the meeting. The Sponsor will post announcements filed with the Citizen Information Center on the M-DCPS website on a timely basis.
- R. The School agrees to allow reasonable access to its facilities and records, including records related to the governing board which meet the requirements of the Public Records Act, to duly authorized representatives of the Sponsor. Failure to provide such access will constitute a material breach of this Contract.
- S. The School's governing board members shall participate in charter school governance training, facilitated by the Sponsor or an approved Florida Department of Education vendor, to ensure that each board member is aware of his/her duties and responsibilities.

VII. MANAGEMENT COMPANIES

- A. If a management company will be managing the School, the contract between the management company and the School shall be submitted to the Sponsor prior to the approval of the School's Contract. All proposed amendments to the contract between the management company and the School shall be submitted in advance to the Sponsor for review. A copy of the amended management agreement shall be provided to the Sponsor within five (5) days of execution.
- B. If a management company is contracted subsequent to the execution of this Contract, the contract between the management company and the School shall be submitted to the Sponsor for review prior to execution by the School.
- C. The contract between the School and the management company shall require that the management company operate the School in accordance with the terms stipulated in this Contract and all applicable laws, ordinances, rules, and regulations. The contract between the School and the management company shall allow the School the ability

to terminate the contract with the management company. Neither employees of the management company nor members of the management company's employees' families, as defined in School Board Rule 6Gx13-4A-1.18, Assignment – Members of the Same Family, shall sit on the School's governing board or serve as officers of the Corporation.

- D. Any default or breach of the terms of this Contract by the management company shall constitute a default or breach by the School under the terms of the Contract between the School and Sponsor.

VIII. HUMAN RESOURCES

A. EMPLOYMENT

- (1) The School will seek personnel who are appropriately certified and highly qualified, bring with them a sense of enthusiasm and commitment as well as a strong belief in and understanding of the charter school concept. Recruitment efforts will also include advertisement in local newspapers and on the school's website, presentations and fliers at local universities, school job fairs, and via word of mouth. Considerable efforts will be taken during interviews to hire the most qualified candidates that cumulatively represent the diverse racial/ethnic background of the local community and county that we serve. The School shall hire its own employees, and shall submit annually to the Sponsor its written strategies used to recruit, hire, train, and retain qualified staff. The School agrees that its employment practices shall be nonsectarian pursuant to Fla. Stat. § 1002.33(9)(a).
- (2) The governing board shall strive affirmatively to provide equal opportunity in employment.
- (3) All instructional staff employed by, or under contract to, the School shall be certified as required by Chapter 1012, Florida Statutes, and shall meet all requirements for highly qualified instructional personnel as defined by the No Child Left Behind Act (NCLB). The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to

assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012. Their resumes/biographies shall be available to parents/guardians and community members upon request. Parents/guardians will be advised of the School's commitment to providing continuing professional development programs for its teachers to enhance their ability to maximize student learning.

- (4) The School agrees to provide the Sponsor with the names and social security numbers of all applicants the School is interested in employing. In order to ensure that all School employees are processed properly through the Sponsor, the School will provide the Sponsor copies of monthly payroll rosters as directed. The payroll rosters should, at a minimum, indicate the payroll period, the number of days that each individual was paid for, and the daily rate of each salary or the total amount paid to each individual during that period. Failure to provide this information in a timely manner may result in withholding of FTE payments until the information is provided and shall constitute a breach of this Contract. A repeated failure to provide this information shall be deemed a default of this Contract. The parties agree that the School will utilize the Sponsor's specifically-designed Automated Charter School Employee System (ACES) and procedures for processing staff information. The Sponsor agrees to provide appropriate training to School personnel on the use of the electronic reporting facility.
- (5) The School agrees not to employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. The School shall monitor teacher certification and ensure that teachers maintain their certification current at all times. Temporary instructors employed by the School must have a current substitute teaching certificate issued by the Sponsor.
- (6) The School agrees not to employ an individual who has resigned in lieu of disciplinary action or who has been dismissed by any school district.
- (7) The School agrees to disclose to the parents/guardians and the Sponsor the

qualifications of its teachers upon request.

- (8) Pursuant to Fla. Stat. §§ 1012.32(2)(a), 1012.465, and 435.04, and School Board Rule 6Gx13- 4C 1.021, as well as 2005 HB 1877, the Jessica Lunsford Act, the School agrees to fingerprint for level 2 screening of all applicants, for instructional and non-instructional positions, that the School is interested in employing. Additionally, the School agrees that each of its employees, representatives, agents, subcontractors, or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in Fla. Stat. §§ 1012.32 and 435.04 and, upon obtaining level 2 clearance, must obtain the required Sponsor-issued photo identification badge which shall be worn by the individual at all times while on School property when students are present.
- (9) The Sponsor shall perform the processing of each applicant's fingerprints and the issuance of the photo identification badges. The School or the applicant shall bear any and all costs associated with the required fingerprinting, Level 2 background screening, and photo identification badge.
- (10) The School agrees that School employees shall not be hired prior to the Sponsor's receipt and review of the fingerprinting and Level 2 background screening results of the charter school applicants from the Florida Department of Law Enforcement and the Federal Bureau of Investigation. Potential School employees shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School agrees not to hire applicants whose fingerprint check and Level 2 screening results reveal non-compliance with standards of good moral character. Noncompliance may result in withholding of FTE payments and shall constitute a breach of this Contract.
- (11) The School agrees to conduct general drug screening on all applicants for instructional and non-instructional positions with the School, including contracted personnel, in the manner set forth in the Sponsor's School Board

Rule 6Gx13- 4-1.05 and the Miami-Dade County Public Schools' Drug-Free Workplace General Policy Statement, attached hereto as Appendix R. A negative drug screening result shall be a requirement and prerequisite for employment. The cost of drug screening will be borne by the School or the applicant.

- (12) The School agrees to require all instructional employees who hold Department of Education teaching certificates to self-report within 48 hours to appropriate authorities any arrest and final dispositions of such arrest other than minor traffic violations. (DUI is not considered a minor traffic violation.) The School further agrees to require employees to adhere to School Board Rule 6Gx13- 4A-1.21, Responsibilities and Duties, 6Gx13-4-1.08, Violence in the Workplace, and 6Gx13-4A-1.302, prohibiting employees from bringing firearms onto School property. The School shall be responsible for the investigation and discipline of any School employee who may be in violation of these Rules.
- (13) The School agrees to require that its employees abide by the guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education Profession in Florida, hereby attached as Appendix S (Code of Ethics – Education Profession). The School shall be responsible for the investigation and discipline of any School employee who may be in violation of these regulations.
- (14) Attached, as Appendix T (Personnel Policy), is the School's policy for selecting and employing personnel.
- (15) The School shall employ only individuals legally authorized to work in the United States pursuant to federal immigration laws and USCIS regulations.
- (16) Pursuant to Fla. Stat. § 1002.33(12)(b), School employees shall have the option to bargain collectively and may collectively bargain as a separate unit or as part of the existing School District collective bargaining unit as determined by the structure of the School.

(17) The School expressly reserves the right to discipline its employees in accordance with the laws of the State of Florida (and consistent with the Rules of the State Board of Education) and any applicable federal laws. The School will apply thorough, consistent, and even-handed procedures in disciplinary actions. Terminated employees are entitled to receive compensation for the time they have been employed.

B. PRIVATE OR PUBLIC EMPLOYEES

The School will be a not-for-profit, private employer. (If the School herein elects to be a public employer, the School may participate in the Florida Retirement System upon application and approval as a "covered group" under Fla. Stat. § 121.021(34). If a charter school participates in the Florida Retirement System, the charter school employees shall be compulsory members of the Florida Retirement System.) Teachers and other staff on approved charter school leave from the Sponsor will be considered employees of the School and as such will not be covered by the contract between the United Teachers of Dade (UTD) and M-DCPS.

IX. MISCELLANEOUS PROVISIONS

- A. Neither party shall be considered in default of this Contract if the performance of any section or all of this Contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.
- B. This Contract shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings, and agreements whether written or oral are superseded and replaced by this Contract. This Contract may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing. Any substantial amendment to this Contract shall require approval of the School Board.
- C. This Contract shall not be assigned by either party. The School may, without the

consent of the Sponsor, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative so long as the School remains ultimately responsible for said services as set forth in this Contract.

- D. No waiver of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Contract shall be deemed to have been made by either party unless in writing and signed by the parties.
- E. Non-compliance with any of the terms and conditions of this Contract shall constitute a material breach of contract.
- F. All representations and warranties made herein shall survive termination of this Contract.
- G. If any provision or any section of this Contract is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any section of any other provision of this Contract and all such remaining provisions shall continue in full force and effect, notwithstanding.
- H. This Contract is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as contrary to any statutory or constitutional right possessed by a member of the community, a student, or parent/guardian of a student of the School.
- I. This Contract is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida, with venue in Miami-Dade County. The parties mutually agree that the language and all parts of this Contract shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.
- J. Every notice, approval, consent or other communication authorized or required by this Contract shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter

provided or such other address as either party may designate by notice from time to time in accordance herewith:

Somerset Academy, Inc.
Mr. Victor Barroso
6361 Sunset Drive
Miami, Florida 33143

Somerset Grace Academy
Principal
624 Anastasia Avenue
Coral Gables, Florida 33134

The School Board of Miami-Dade County, Florida
Attn.: Superintendent of Schools
1450 N.E. 2nd Avenue, Suite 931
Miami, FL 33132-1308

And copies of all Notices to:

Clerk of the School Board
1450 N.E. 2nd Avenue, Suite 268B
Miami, FL 33132-1308

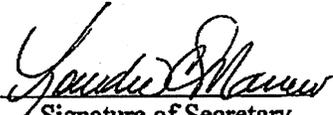
- K.** The School and the Sponsor both represent that they have been represented in connection with the negotiation and execution of this Contract and they are satisfied with the representation.
- L.** The headings in the Contract are for convenience and reference only and in no way define, limit, or describe the scope of the Contract and shall not be considered in the interpretation of the Contract or any provision hereof.
- M.** This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Contract.
- N.** Each of the persons executing this Contract represent and warrant that they have the full power and authority to execute the Contract on behalf of the party for whom he or she signs and that he or she enters into this Contract of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

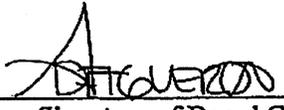
O. In the event of any conflict between the provisions of this Contract and any Appendix, this Contract shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST:

SOMERSET ACADEMY, INC., on behalf of
SOMERSET GRACE ACADEMY

By:  9-9-10
Signature of Secretary Date

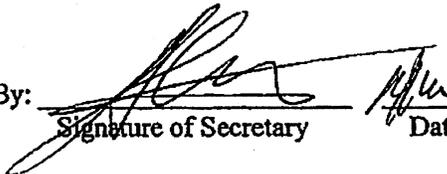
By:  9.9.10
Signature of Board Chair Date

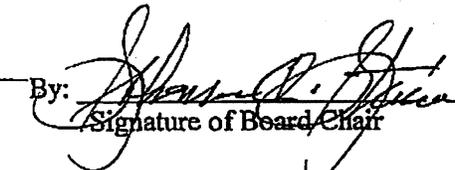
Name: Louedes Marrero
Secretary

Name: Andreina Figueroa
Board Chair

ATTEST:

THE SCHOOL BOARD OF MIAMI - DADE COUNTY, FLORIDA

By:  10/6/10
Signature of Secretary Date

By:  10/25/10
Signature of Board Chair Date

Name: Alberto Carvalho
Secretary

Name: Solomon C. Stinson
Board Chair

APPROVED AS TO FORM:

By: M. Melendez 10/6/10
School Board Attorney Date

Name: M. Mc Nichols
School Board Attorney

EDUCATIONAL FACILITIES LEASE AGREEMENT

LANDLORD: THE UNIVERSITY BAPTIST CHURCH OF
CORAL GABLES, INC., a Florida not-for-profit
corporation

TENANT: SOMERSET ACADEMY, INC., a Florida not-for-
profit corporation

PREMISES: PART OF PREMISES LOCATED AT 624
ANASTASIA AVENUE, CORAL GABLES,
FLORIDA 33134, LEASED DURING DAILY
LEASE HOURS FOR USE AS A PUBLIC
CHARTER SCHOOL AND A PRESCHOOL

DATE: May 1, 2010

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EDUCATIONAL FACILITIES LEASE AGREEMENT

THIS EDUCATIONAL FACILITIES LEASE AGREEMENT (the "Lease") is made and entered into this 1st day of May, 2010, by and between THE UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, INC., a Florida not-for-profit corporation ("Landlord"), whose mailing address is 624 Anastasia Avenue, Coral Gables, Florida 33134; and SOMERSET ACADEMY, INC., a Florida not-for-profit corporation ("Tenant"), whose mailing address is c/o Academica Corp., 6361 Sunset Drive, Miami, Florida 33143.

WHEREAS, Landlord is the owner of land and improvements used as a church and preschool commonly known and numbered as 624 Anastasia Avenue, Coral Gables, FL 33134;

WHEREAS, Tenant is a non-profit educational organization that operates public charter schools and preschools in Florida;

WHEREAS, Tenant desires to operate a public charter school and private preschool on a portion of Landlord's church property;

WHEREAS, by and through this Lease, Landlord agrees to allow Tenant to provide educational services on a portion of the church property during the term of this Lease, at the amount and upon the covenants, conditions and provisions herein set forth; and

WHEREAS, by and through this Lease, Tenant agrees to pay Landlord for the cost and use of a portion of the church property during the term of this Lease, at the amount and upon the covenants, conditions and provisions herein set forth.

WITNESSETH:

In consideration of the mutual covenants of the respective parties, as herein provided, Landlord does hereby let, lease and demise, and by these presents has let, leased and demised unto Tenant a portion (hereinafter referred to as the "Leased Premises") of the property located at 624 Anastasia Avenue, Coral Gables, Florida 33134, and legally described on Exhibit "A" attached hereto (hereinafter referred to as the "Church Property") for the purpose of operating a public charter school (the "School") and preschool ("Preschool") under the following terms and conditions:

ARTICLE I LEASED PREMISES

1. **Leased Premises.** The "Leased Premises" are located at 624 Anastasia Avenue, Coral Gables, Florida 33134 and consists of the areas described as and depicted on Exhibit "B" attached hereto, which are leased to Tenant for the hours between 7:30 a.m. until 6:00 p.m. of each Monday through Friday (the "Daily Lease Hours") during the term of this Lease and include:

a. **Exclusive Use – School Office.** Landlord grants to Tenant exclusive use of Room 120, which is specifically identified on the survey as depicted on **Exhibit “B”** attached hereto, to be used by Tenant as an office for School and Preschool business (“Office”). The Office shall not be used for any church related activity during the Lease Term. Tenant shall have access to the Office at all hours and days during the Lease Term, but Landlord shall not have access to the Office except in the event of an emergency.

b. **Exclusive Use - Classrooms.** Landlord grants to Tenant exclusive use during the Daily Lease Hours of the School and Preschool classrooms, as depicted on **Exhibit “B”** hereto (“Classrooms”).

c. **Non-Exclusive/Shared Use – Meeting Rooms.** Landlord grants to Tenant a non-exclusive use during Daily Lease Hours of the meeting rooms depicted on **Exhibit “B”** attached hereto (“Meeting Rooms”). Landlord and Tenant acknowledge that from time to time they each may be using the Meeting Rooms during the Daily Lease Hours. The Meeting Rooms contain improvements such as stages, video and audio equipment which shall not be removed or moved by Tenant. The Meeting Rooms shall not be used by Tenant as permanent classrooms.

d. **Non-Exclusive/Shared Use - FamJamz Theater/Kitchen.** Landlord grants Tenant the non-exclusive use during the Daily Lease Hours of the FamJamz Theater/kitchen as depicted on **Exhibit “B”** attached hereto (“FamJamz Theater/Kitchen”). Tenant shall be permitted to bring in and store Tenant’s folding lunch tables, which Landlord may use from time to time without cost to Landlord. Landlord and Tenant acknowledge that although the predominant use of the FamJamz Theater/Kitchen shall be made by Tenant, each of them will be using the FamJamz Theater/Kitchen from time to time, and at varying times during the Daily Lease Hours, resulting in the possibility of each of them having use of the FamJamz Theater/Kitchen at certain times. This shared use of the FamJamz Theater/Kitchen will require that such use by Landlord and Tenant shall be mutually agreed upon in advance. Each party shall cooperate and agree upon the allocation of such use during the Daily Lease Hours. The use of such shared space by Landlord may include, but is not limited to, the preparation and setup of such shared space during Daily Lease Hours in order to prepare such shared space for Landlord’s after-hours use insomuch that such preparation and setup does not interfere with Tenant’s use. Notwithstanding the foregoing, Tenant shall have the right to use the FamJamz Theater/Kitchen as a cafeteria on a daily basis to serve school lunch and breakfast. In addition, the cafeteria shall be used as a waiting area for students during Daily Lease Hours for pick-up, drop-off, late pick-up and early drop-off.

e. **Non-Exclusive/Shared Use - Play Area.** Landlord grants to Tenant the non-exclusive use during the Daily Lease Hours of the playground area depicted on **Exhibit “B”** attached hereto (“Play Area”). Landlord and Tenant acknowledge that they each will be using the Play Area from time to time and at varying times during the Daily Lease Hours, resulting in the possibility of each of them having use of the Play Area on a daily basis at certain times. This shared use of the Play Area will require that such use by Landlord and Tenant shall be mutually agreed upon in advance. Each party shall

cooperate in agreeing upon the allocation of such use during the Daily Lease Hours. Tenant shall have the right, but not the obligation at its own expense to improve the Play Area under the terms and conditions set forth below. Notwithstanding the foregoing, Tenant shall have the right to use the playground daily for any and all recreational purposes.

f. **Non-Exclusive Use - Designated Parking.** Landlord grants to Tenant the non-exclusive right to use in common with Landlord, guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate reasonable parking areas within the Leased Premises or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

g. **Landlord/Tenant Cooperation.** Landlord shall have access to and non-exclusive use of the Leased Premises after regular public school hours (which are currently between 7:30 a.m. and 4 p.m.) and during days when the charter school is not in session for Landlord to provide its after school and community service programs. Tenant may also elect to provide academic recovery and enhancement; educational enrichment activities; and any and all other charter school related programming and activities during after school hours (currently 4 p.m. to 6 p.m.) and off-session times. Landlord and Tenant agree to cooperate with each other to coordinate after school and off-session programming to avoid scheduling conflicts and facilitate student, parent/guardian and community access to such programming.

2. **Landlord's Reserved Use Rights.** Landlord reserves the right to use the areas described above in Article I, Paragraph 1. b. through f. at times and days other than the Daily Lease Hours.

3. **Worship Center and Chapel.** The worship center and chapel ("Worship Center/Chapel") are part of the Church Property, but are not included within the Leased Premises. There may be certain occasions when the Tenant shall request use of the Worship Center or Chapel. Tenant shall request in writing in advance that Landlord consent to such use, which consent by Landlord may be withheld by Landlord in its sole discretion. Tenant shall pay Landlord rent at a mutually agreed upon rate per hour for such use.

ARTICLE II **LEASE TERM**

1. **Lease Term.** The term of the Lease shall be as follows:

a. **Initial Lease Term.** The term of this Lease shall be for a period of five (5) years and shall commence on **August 16, 2010** (the "Lease Commencement Date") and shall end at 12:00 a.m. midnight on **August 16, 2015** ("Initial Lease Term").

b. **Renewal Terms.** Unless terminated as provided herein, this Lease shall automatically renew (a "Renewal Term"), at the expiration of the Initial Lease Term for an additional term of two (2) years. Unless otherwise terminated as provided herein, at the expiration of the first Renewal Term, the Lease shall automatically renew for

additional Renewal Terms of two (2) years each, the intent and effect of such being to create a continuous two year floating renewal period. Unless otherwise agreed to in writing by the parties hereto, the Renewal Terms shall be upon the same covenants, conditions and provisions as provided in this Lease.

2. **End of Term.** Upon the expiration or earlier termination of the Lease Term, Tenant shall surrender the Leased Premises in the same order and condition in which they are in on the Lease Commencement Date, ordinary wear and tear and damage due to casualty excepted. All improvements to the Leased Premises made by either party shall remain upon and be surrendered with the Leased Premises as a part thereof except that Tenant shall have the right to remove all of Tenant's movable furniture, unattached furnishings and equipment. All damage and injury to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's sole expense.

3. **Termination.**

a. Should Tenant's status as a Miami-Dade County Public School System sponsored Charter School be terminated or not renewed during the term of this Lease or any renewals thereafter, Tenant may terminate this Lease by giving notice thereof in writing to Landlord 180 days prior to such Lease termination.

b. During the Initial Lease Term and any subsequent Renewal Term thereafter, this Lease may be terminated at the election of either party with written notice given no less than 180 days prior to August 16 of the year of termination.

4. **Third Party Approvals.** This entire Agreement is subject to the approval of the Miami-Dade County School Board. If this Agreement is rejected by the Miami-Dade County School Board in any part or in whole, Tenant may terminate this Agreement and Tenant shall receive the return of any amounts paid to Landlord that have not been earned, including, but not limited to base rental and paid insurance premiums, and the balance/remainder of the Security Deposit.

If the Miami-Dade County School Board requires a modification of this Agreement to make it acceptable, the Parties hereto agree to make such required modifications, unless Landlord does not agree to such modifications. In which case, the Landlord may terminate this Agreement and the Tenant shall receive the return of any amounts paid to Landlord that have not been earned, including, but not limited to base rental and paid insurance premiums, and the balance/remainder of the Security Deposit.

The same rights to terminate this Agreement shall apply in the event the Federal Government, the State of Florida, Miami-Dade County, or the City of Coral Gables does not allow Tenant to commence operations as a Miami-Dade County Public Charter School of at least 500 students on or before July 1, 2010. The same rights to terminate this Agreement shall apply in the event that Tenant is unable to obtain, after good faith efforts, a certificate of occupancy and certificate of use for the property of at least 500 students. Upon receipt of the foregoing approvals Tenant agrees to operate the school with competent business practices in the ordinary and customary manner of operating a Florida charter school and in compliance with the

requirements of applicable law. Except as set forth herein, once Tenant commences its operation on the Demised Premises and thereafter it is prevented from continuing its operations as a Miami-Dade County Public Charter School by any governmental action or judicial action, Tenant shall not be relieved of any of its future obligations to Landlord under this Agreement (including the payment of rent) until Tenant has made a "good-faith effort" for six months to correct, resolve, or eliminate (as appropriate to the circumstances) the reason why Tenant was prevented from continuing its operations as a Miami-Dade County Public Charter School. At the conclusion of said six month period, Tenant shall be allowed to terminate this Agreement at the conclusion of that calendar month (upon giving Notice to Landlord). During this six month period, Tenant shall continue to be required to pay rent.

5. Access to Church Property by Tenant prior to Commencement of Initial Lease Term. Tenant shall be permitted reasonable access to the Church Property prior to the commencement of the Initial Lease Term for the purpose of preparing the Leased Premises for its use as a School and Preschool, including but not limited to, installation of Tenant's own telephone and internet service equipment as provided in paragraph 4 of Article III, below. Tenant shall execute this right of access at reasonable times, at reasonable hours and on reasonable prior notice to Landlord. All such preparations shall conform to all laws, ordinances, rules and regulations and requirements of applicable governmental authorities, shall require the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. All provisions by which Tenant indemnifies Landlord in connection with its use of the Leased Premises shall be applicable to Tenants access to the Church Property under this paragraph 4 of Article II, as shall the provisions of paragraph 4 of Article V (No Liens Created by Tenant). Prior to undertaking any such preparations, Tenant shall furnish to Landlord for its approval evidence that Tenant has general liability insurance coverage applicable to its activities prior to commencement of the Lease Term, in the amounts and with the limits as required by this Lease, which approval shall not be unreasonably withheld or delayed.

ARTICLE III **RENT**

1. Rent. Tenant shall pay the following sums to Landlord as rent:

a. Base Rent. Tenant shall pay to Landlord during the first year of the Initial Lease Term and each subsequent year of the Lease Term, including any Renewal Term, an amount of \$700 per student per annum, based upon an estimated total enrollment in the School and Preschool of 500 students, for a minimum annual base rent ("Base Rent") of \$350,000 per year, payable in twelve (12) equal monthly installments of Twenty-nine Thousand, One Hundred Sixty-Six Dollars and 67 cents (\$29,166.67) commencing September 1, 2010, which Base Rent shall be adjusted pursuant to paragraph 1d of this Article. Each installment payment shall be due in advance on the first day of each calendar month during the Lease Term and paid to Landlord at 624 Anastasia Avenue, Coral Gables, Florida 33134, or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months (August) included in the Lease Term shall be prorated on a daily basis. Notwithstanding the foregoing, however, Base Rent during the Initial Lease Term and any Renewal Term shall not be less than a minimum of \$350,000 per year, irrespective of the total number of

students allowed by governmental regulations or actually enrolled in the School and Preschool.

b. Calculation of Base Rent Amounts for Student Enrollment over 500.

Subject to the minimum Base Rent, for every student above 500, Tenant shall pay annual rent to Landlord during the Term in an amount of \$700 per student per annum enrolled in the School as determined by the School Board in the October and February Full Time Equivalent counts (the "Annual Rent"). These counts for each new school year will not be known until after Tenant begins paying monthly installments of the Annual Rent. Accordingly, the monthly installments due each year prior to the School Board's release of the October count shall be based on the \$350,000 minimum rent (i.e. $1/12 \times \$350,000 = \$29,167$). If the October count exceeds 500 students, then the first monthly installment due after release of the October count shall be adjusted to reconcile the previously paid installments for the current school year. The installments of Annual Rent shall again be adjusted, as necessary, based on the February counts. Said adjustment for previously paid installments for the current school year shall be made for the first monthly installment due after the release of the February count. The foregoing method of calculation of Base Rent amounts for student enrollment over 500 shall be applicable to the Initial Lease Term and any and all Renewal Terms.

c. Additional Rent. If Tenant is obligated to Landlord under this Lease for any sum other than Base Rent, the amount thereof shall be deemed to constitute additional rent ("Additional Rent").

d. Consumer Price Index Increase in Base Rent. The Base Rent for the second year of the Initial Lease Term shall be determined by increasing the Base Rent in the first year of the Initial Lease Term by increasing the per student per year amount of \$700 by the percentage difference between the Price Index for the Base Year and the Price Index for the last available month of the first year of the Initial Lease Term. For example, if the percentage difference between the Price Index for the Base Year and the Price Index for the last available month of the first year is three percent (3%), then there shall be a three percent (3%) increase in the per student per year amount of \$700, resulting in an amount of \$721 per student per year [$\$700 \times (0.03 \times \$700) = \$721$]. The Base Rent for each succeeding year in the Initial Lease Term and any Renewal Term shall be similarly calculated based on the increase between the Price Index for the Base Year and the Price Index for the last available month in the year preceding the anniversary of the Commencement Date in the applicable year of the Initial Lease Term or Renewal Term. "Base Year" shall mean the 12 month period commencing on the Commencement Date. "Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Items, Miami-Ft. Lauderdale, FL (1982-84=100), All Urban Consumers (CPI-U), or a successor or substitute index appropriately adjusted. "Price Index for the Base Year" shall mean the Price Index for the last available month in the year preceding the Base Year. In no event shall the per student per year amount used in determining Base Rent ever be reduced by virtue of decreases in the Price Index. In the event that the Price Index ceases to use 1982-84 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted by

Landlord to the figure that would have been arrived at had the manner of computing the Price Index in effect at the Date of this Lease not been altered. In the event the Price Index (or a successor or substitute index) is not available, Landlord shall select as a substitute Price Index an index, which, in Landlord's opinion, is generally recognized as the most nearly comparable successor index, based on geographic area, population coverage, and item coverage. No adjustments or recomputations retroactive or otherwise shall be made due to any revisions which may later be made in the first published figure of the Price Index for any month. Any delay by or failure of Landlord in billing for the rent adjustment set forth in this paragraph shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such rent adjustment. Tenant's obligation to pay rent as adjusted under this paragraph shall cover all periods up to the expiration date of the Lease and shall survive any expiration or sooner termination of the Lease.

2. **Deposits.** Within five (5) days of the execution of this Lease by the parties, Tenant shall deliver to Landlord a security deposit (hereinafter the "Security Deposit") in the amount of \$50,000.00 for this Lease. The Security Deposit shall be held by Landlord as security for Tenant's faithful performance of the terms, covenants and conditions of the Lease. If Tenant is in default with respect to any provision of this Lease after the lapse of any applicable notice and grace period provided for herein, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If Tenant shall fully and faithfully perform its obligations under this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant within thirty (30) days following the expiration of the Lease Term.

3. **Taxes and Assessments.** Landlord and Tenant acknowledge that the Church Property, including the Leased Premises, are exempt from ad valorem taxation under the religious exemption granted to Landlord as a church. The parties agree to cooperate to maintain such ad valorem tax exemption. Notwithstanding the foregoing, should there come due during the Lease Term of the Leased Premises, any other fees and charges incurred on the Leased Premises and relating to Tenant's use thereof, created and charged in the future, Tenant shall pay, prior to delinquency, its pro-rata share of all general real estate taxes and installments of special assessments, ad valorem (unless exempted) and non-ad valorem taxes, any sales or excise tax levied or assessed upon or against Tenant's or Landlord's interest in the Base Rent, and Additional Rent. Should the appropriate taxing authority require that any of the foregoing be collected by Landlord for or on behalf of such taxing authority, then the same shall be paid by Tenant to Landlord as Additional Rent in accordance with the terms of any written notice from Landlord to Tenant to such effect. At the request of Tenant, Landlord shall assist Tenant in the preparation and filing of any requests required to exempt the Leased Premises from any such taxes that result from Tenant's use as a public charter school or preschool. Landlord agrees to use its best efforts in assisting Tenant with obtaining any and all ad valorem property tax exemptions including, without limitation, by submitting information and executing documents as may be reasonably requested by Tenant and shall otherwise reasonably cooperate with Tenant in obtaining same.

4. **Utilities.** Landlord shall place in its name and shall pay all public utilities and other services used by Tenant on the Leased Premises other than telephone and internet services. Public utilities and other services include water, sewer or septic, gas, electricity, trash, landscape and lawn maintenance and other services (hereinafter collectively referred to as "Utilities") used, rendered or supplied to or in connection with the Leased Premises during the term of this Lease. Tenant shall reimburse Landlord on a monthly basis for Tenant's pro rata share of the Utilities for the Leased Premises during the Lease. Tenant shall also reimburse Landlord on a monthly basis for Tenant's pro rata share of all public utilities and other services incurred by the Landlord in connection with any adjoining property owned by Landlord that Tenant and Landlord may share joint use of. Attached hereto as **Exhibit "C"** is the parties' initial proration of expenses for Utilities based on the estimated project uses as of the date hereof. If the uses of the Church Property (including the Leased Premises) changes after the date of this Lease, either party may provide written proof of said changes in use and request a re-proration of expenses. On or before the 25th day of each month Landlord will provide Tenant with a copy of the actual utility bills for which Landlord seeks reimbursement along with Landlord's invoice showing the Tenant's percentage and the amount due. Each payment by Tenant to Landlord shall be due within thirty (30) days of Tenant's receipt of Landlord's invoice. Tenant, at its sole expense, shall install its own telephone and internet service equipment within the Leased Premises. Tenant shall place in its name and shall pay for all such telephone and internet services used by Tenant on the Leased Premises and shall furnish to Landlord evidence of such payment as requested by Landlord.

5. **Custodial Cleaning.** The Tenant shall keep the Office neat, clean and orderly at its expense. Landlord's custodial personnel shall keep the Leased Premises other than the Office neat, clean and orderly. Each party shall pay its pro rata share of the cost of custodial cleaning for any shared use space. Landlord's custodial personnel shall be subject to the background and screening/fingerprinting requirements of Florida State Law, the Jessica Lunsford Act and provisions set forth by the chartering authority, Miami-Dade County School Board.

6. **Not A Triple Net Lease.** This is not a triple net lease and the financial obligations of each party shall be as set forth herein.

ARTICLE IV

USE AND MAINTENANCE OF LEASED PREMISES

1. **Use.** Tenant acknowledges and agrees that the Leased Premises are being delivered to Tenant in "As Is and Where Is" condition; and that Tenant has done its due diligence investigation of the Leased Premises and has accepted the condition of the Leased Premises, including its determination of suitability of the Leased Premises for Tenant's intended use. The Leased Premises shall be used and occupied by Tenant only for the purpose of operating a public Charter School (K through 8) under a Charter and a Preschool and any uses necessary or related to either of such schools.

2. **Furniture, Fixtures and Equipment in Shared Space within the Leased Premises.** In Tenant's use of the FamJamz Theater/Kitchen and Play Area, Tenant shall be permitted to use Landlord's furniture, fixtures and equipment as designated by and agreed upon between Landlord and Tenant. With regard to audio visual equipment, Tenant shall request, in writing Landlord's consent to utilize any audio/visual equipment of the Landlord in the Leased

Premises. In the operation of such equipment, Tenant shall only utilize person(s) trained by Landlord or authorized by Landlord to use such equipment. Tenant shall be responsible for any damage to the Landlord's furniture, fixtures or equipment resulting from Tenant's use of same. Tenant shall not be permitted to use the Leased Premises (other than the Office) outside the hours of the Daily Lease Hours without first obtaining the prior written approval of Landlord, which approval may not be unreasonably withheld. Tenant shall not use the Leased Premises for any unlawful purpose. Tenant hereby acknowledges that the Leased Premises constitutes part of a church which carries on religious activities and, for that reason, Tenant agrees and acknowledges that materials deemed offensive by Landlord shall not be displayed or otherwise visible even during Tenant's use of the Leased Premises. Tenant hereby grants Landlord the right to remove such materials as Landlord deems offensive. Tenant shall not do or permit any act or thing at the Leased Premises which would constitute a public or private nuisance or waste.

3. Right of Entry for Repair. Except for the Office depicted on Exhibit "B" attached hereto, Landlord shall be permitted reasonable access, as specified in this Lease, to the Leased Premises to perform any of its obligations under the Lease and for purposes of inspecting the Leased Premises from time to time as Landlord may deem appropriate. Landlord hereby agrees to take reasonable steps to minimize interference with Tenant's School, Preschool and Office operations while students are in attendance. Landlord shall exercise its rights of entry at reasonable times, at reasonable hours and on reasonable prior notice to Tenant, except in case of emergency due to flood, fire, burglary or similar situation involving significant risk to persons or property. Any and all entries shall be subject to the requirements of Florida State Law, the Jessica Lunsford Act and provisions set forth by the chartering authority, Miami-Dade County School Board.

4. Maintenance and Repair. Landlord shall maintain the Church Property (including the Leased Premises other than the Office) at Landlord's sole expense, in a neat, clean, orderly, good repair and condition, and keep the Leased Premises (other than the Office) in a clean and sanitary condition; provided, however, that Landlord shall have no obligation to maintain or repair damages caused by Tenant or any of its employees, students, invitees, representatives or agents. In amplification and not in limitation of the foregoing, Landlord shall be responsible for maintaining and keeping the building structure, roof, insulation, foundations, exterior walls, sidewalks, electrical, plumbing, central HVAC systems, and all utility service pipes and outside lines, all interior and exterior surfaces, the grounds, all lawns, trees, sprinklers, all parking areas, sidewalks, curbs, hallways, and breezeways of the Leased Premises properly lighted and in good repair and condition. Tenant shall be responsible for monthly changing or cleaning of air conditioning filters. Landlord shall be responsible for extermination services of all areas within the Leased Premises and for cleaning the grounds. Tenant shall maintain the Office at Tenant's sole expense, in a neat, clean, orderly, good repair and condition and keep the Office in a clean and sanitary condition.

5. Set Up/Tear Down and Cleaning. On weekends and other times when Tenant is not using an area within the Leased Premises, Landlord, at its sole expense, may tear down/set-up the Classrooms for Landlord's activities and shall clean and re-set those areas to Tenant's original configuration before returning them to Tenant's use.

6. **Compliance with Law.** Landlord has no obligation either prior to or following the Commencement Date to improve, modify or otherwise alter in any way the Leased Premises or any portion thereof, whether in connection with or in relation to the American Disabilities Act (ADA) or any other law or code that relates to the operation of a School or Preschool by Tenant in the Leased Premises. If such improvements, modifications, and/or alterations (collectively the "Compliance Improvements") to the Leased Premises are required in order to bring the Leased Premises into compliance with the ADA or any other federal, state, municipal or school district code, regulation, law or directive (collectively the "Requirements") during the term of the Lease, then such Compliance Improvements shall be completed at Tenant's sole cost and expense. Should Tenant fail to abide by the provisions hereof, then Tenant shall be deemed to be in default under this Lease.

7. **Parking.** Tenant hereby acknowledges and agrees that Tenant has evaluated the parking provided on the Church Property in which the Leased Premises is located, and hereby agrees and acknowledges that the parking is sufficient. Tenant hereby agrees that Tenant shall allow parking solely for Tenant's faculty, staff, parents, visitors, and invitees. Parking for special events shall be coordinated with the Landlord at least fifteen (15) days in advance of the event or as soon as is reasonably possible. In the event of any conflicts, the Landlord's parking requirements shall have priority for events held by the Landlord. Should it be determined that a variance or other special exception permit is required to accommodate the parking requirements of Tenant, then Tenant covenants and agrees to pay all fees and charges associated with obtaining such special permits or variances and further agrees to cooperate with Landlord with the preparation and filing of any necessary applications in accordance with applicable provisions. All on-site parking shall be maintained by Landlord.

8. **Rules and Regulations.** Tenant agrees to abide by and conform to reasonable rules and regulations from time to time adopted or prescribed by Landlord for the governance and management of the Leased Premises, provided such rules are not in conflict with or in violation of Tenant's Charter and laws governing Florida Public Charter Schools.

ARTICLE V

ALTERATIONS AND IMPROVEMENTS

1. **Equipment and Furnishings.** Tenant shall provide necessary furniture, fixtures and equipment associated with Tenant's use of the Leased Premises. Tenant at its sole expense may rent or provide, install and maintain one or more refrigeration units, serving lines for food warming, ice machine, and any other equipment needed for food services in the FamJamz Theater/Kitchen. Furniture provided by Tenant shall be available for the Landlord's use during non-school hours, excepting Tenant's refrigeration units, which shall be for the exclusive use by Tenant. So long as Tenant is not in default hereunder, during the term of this Lease equipment provided by Tenant shall remain the Tenant's property free and clear of any claim, right or privilege which Landlord may have or which may attach under or by reason of any present or future law or condition. Unless abandoned by Tenant, all personal property, furniture, fixtures, equipment, machinery, and temporary installations by Tenant shall remain the Tenant's at the expiration or termination of this Lease. All personal property of Tenant remaining within or on the Leased Premises after the expiration of this Lease or after thirty (30) days from the date of earlier termination shall be deemed abandoned.

2. Improvements. Tenant will not make any alteration, addition or improvements (collectively "Alterations") in or to any portion of the interior or exterior of Leased Premises without first obtaining the prior written consent of Landlord, which consent may not be unreasonably withheld. All Alterations permitted by Landlord and constructed or installed by Tenant shall conform to all laws, ordinances, rules and regulations and requirements of applicable governmental authorities, as well as set forth in this Lease, and shall be approved in writing in advance by Landlord. As a pre-condition to obtaining Landlord's consent to any Alterations, Tenant shall provide, at a minimum, for Landlord's prior approval, plans and specifications pertaining to the proposed work which shall include, among other things, details concerning proposed structural, mechanical or electrical alterations. All alterations undertaken by Tenant shall become the sole and exclusive property of Landlord. Tenant shall not have any obligation or right under any circumstances to remove initial Alterations, in whole or in part, nor shall Tenant have any right or obligation under any circumstances to remove any subsequent Alterations, in whole or in part, which have been approved by Landlord. Tenant shall not be required to restore the Premises to the original condition with regards to the initial Alterations or any subsequent Alterations which have been approved by Landlord.

a. Play Area. Tenant, at its sole expense, has the right, but not the obligation, to modify or improve the existing equipment in the Leased Premises Play Areas in compliance with the Consumer Product Safety Commission's Handbook for Public Playground Safety and subject to Landlord's prior consent, which shall not be unreasonably withheld.

b. Modifications to Second Floor Hallway. Landlord as part of its branding has designed the second floor hallway in the building in which the Office and Classrooms are located to depict the scenic theme of a highway. Landlord shall select a company with expertise in scenic design to work in conjunction with Landlord and Tenant on expanding the design in a manner that is beneficial for the Landlord's branding and Tenant's academic environment. Landlord and Tenant shall share the cost of expansion of the scenic design of the second floor hallway equally.

c. Annual Inspections. Landlord acknowledges that Tenant may be subject to annual inspections by the Miami-Dade County School District and local fire and other authorities. Landlord hereby agrees to allow Tenant, at Tenant's sole expense, to make any additional Compliance Improvements to the Leased Premises to meet the Requirements of the Miami-Dade County School District and local fire and other authorities for the health, safety and welfare of Tenant's students.

d. Landlord Cooperation. Landlord agrees to use its best efforts to cooperate in connection with Tenant's obtaining any and all Property Tax Exemptions, Municipal Certificates of Use and Certificates of Occupancy as required by law, including, without limitation, by submitting information and executing documents as may be reasonably requested by Tenant and shall otherwise reasonably cooperate with Tenant in obtaining aforementioned.

e. Reimbursement for Unamortized Capital Improvements. If Tenant is not in default and Landlord terminates this Lease during the unexpired term, then it shall

reimburse Tenant for the unamortized portion of the capital improvements made by Tenant, including electrical, HVAC, and major mechanical systems. Capital improvements authorized by Landlord shall be treated as being amortized by Tenant over the unexpired term of this Lease.

3. **Signs.** Tenant, at Tenant's sole expense, shall have the right to place its name, its standard logo and the words a "Public Charter School" on the Leased Premises. Tenant shall not place any other signs on the Leased Premises without approval of the Landlord. Following Landlord's written consent to the location, which consent shall not be unreasonably withheld, Tenant, at Tenant's sole expense, shall have the right to place on the Leased Premises signs which are permitted by applicable zoning ordinances. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities for Tenant to place or construct the foregoing signs. Landlord, at Landlord's sole expense, retains the right to remove any signs it finds offensive. Notwithstanding the foregoing, Landlord shall not have the right to remove any sign which has been previously approved by Landlord. Any signs installed or affixed by Tenant shall be maintained by Tenant at Tenant's sole expense and shall be removed by Tenant at the end of the Lease Term or earlier termination of this Lease, and Tenant shall pay all expenses associated with repairing any damage to the Leased Premises resulting from the installation or removal of signs by Tenant.

4. **No Liens Created by Tenant.** Tenant shall not allow the Leased Premises nor Landlord's interest therein or in the Church Property to become subject to any security interest, lien, charge or encumbrance whatsoever. If any construction lien, mechanic's lien, materialman's lien or other lien is placed against the Leased Premises or the Church Property, Tenant shall have thirty (30) days after notice thereof to remove the same or post a bond in the amount of the lien. With regard to any Alteration to the Leased Premises performed by Tenant or Tenant's contractors, subcontractors or others, neither the Leased Premises nor Landlord's interest therein or in the Church Property shall be subject in any way to any liens, including construction liens, for improvements or other work performed at or on the Leased Premises by or on behalf of the Tenant notwithstanding Landlord's approval concerning such work. At the request of either party, in accordance with Florida's Construction Lien Law, a Memorandum of Lease containing the provisions stated in Fla. Stat. Section 713.10 (2007), as restated and amended, modified and replaced or supplemented from time to time, may be recorded in the public records of Miami-Dade County, Florida, for the purpose of publishing the limitations and restrictions contained herein. The cost of recording the Memorandum of Lease shall be borne by the Landlord.

5. **Destruction of Leased Premises.**

a. If, during the Lease Term, the Leased Premises are totally or partially damaged or destroyed from any cause so as to render the Leased Premises totally or partially inaccessible or unusable, then to the extent that Landlord receives insurance proceeds to make such repairs, Landlord shall diligently repair and restore the Leased Premises to substantially the same condition it was in prior to such damage; provided, however, if (i) the damage or destruction occurs within three (3) months of the end of the Lease Term or (ii) the repairs and restoration cannot be completed within thirty (30) days after the occurrence of such damage or destruction, or (iii) the estimated cost of such

repair or restoration shall exceed twenty percent (20%) of the then Full Insurable Value of the Leased Premises, either party shall have the right, in its sole discretion, to terminate this Lease by giving written notice of such termination to the other party. If such repairs and restorations are with respect to any such damage or destruction which was caused by the act or omission of Tenant or any of its employees, agents or invitees, upon written demand from Landlord, Tenant shall pay to Landlord the amount by which such costs and expenses exceed the insurance proceeds, if any, received by Landlord on account of such damage or destruction. Landlord and Tenant shall cooperate with each other to ensure that Landlord receives the maximum proceeds possible from the insurance company and shall cooperate with each other to ensure that the costs of repairs and expenses are as cost effective (i.e. low) as possible. In no event shall Landlord be obligated to expend for such repairs, reconstruction or replacement an amount in excess of the insurance proceeds actually received and recovered by Landlord on account of any such damage or destruction. In no event shall Landlord be liable for delays, disruption, loss of use, lost profits or any other consequential damages whatsoever occasioned by or resulting from or in connection with the casualty and/or the adjustment of losses with insurance carriers or by any other cause so long as Landlord shall proceed in good faith and with due diligence.

b. Tenant hereby acknowledges and agrees that Landlord shall have no obligation whatsoever to insure Tenant's personal property, whether contents, merchandise, inventory, equipment, furniture, furnishings or fixtures, in connection with any loss whatsoever, and any insurance coverage provided in connection therewith shall be provided solely by Tenant at Tenant's sole cost and risk. Tenant hereby waives any and all right of recovery which it might otherwise have against the Landlord, its agents and employees, for loss or damage to Tenant's contents, merchandise, inventory, equipment, furniture, furnishings, fixtures and any other property removable by Tenant under the provisions of this Lease to the extent that the same are covered by Tenant's insurance, notwithstanding that such loss or damage may result from the negligence or fault of the Landlord, its agents or employees.

ARTICLE VI **QUIET ENJOYMENT**

1. **Representations of Landlord.** Landlord represents and warrants that Landlord (i) has full right and authority to enter into this Lease and perform Landlord's obligations under this Lease, and (ii) holds' Landlord's fee simple interest in the Church Property and the Leased Premises.

2. **Quiet Enjoyment.** Landlord represents and warrants that Tenant, upon paying the Base Rent, Additional Base Rent and Additional Rent, and performing and observing the covenants and conditions herein contained on Tenant's part to be performed and observed, shall and will peacefully and quietly have, hold and enjoy the Leased Premises for the full Lease Term.

ARTICLE VII
INSURANCE

1. Tenant Pro Rata Reimbursement of Landlord's Insurance Costs. Tenant shall reimburse the Landlord for its pro rata share of Landlord's insurance costs and premiums for property and liability insurance coverage carried for the Leased Premises by the Landlord, as specified in Exhibit "C" attached hereto. Such insurance shall be based on the amount of any mortgage encumbering the Church Property, if applicable, or the actual replacement value of the building, whichever is greater.

2. Insurance Obtained by Tenant.

a. Tenant shall purchase and maintain insurance policies with respect to its activities on the Leased Premises which shall include property, general liability (including vehicular coverage), workers' compensation, student accident policies and any other insurance as may be customary or required in connection with the operation of a public charter school. The policies shall be issued by and binding upon insurance companies as may be customarily used by Tenant.

b. General liability coverage shall afford minimum protection of not less than \$1,000,000 against all claims, demands, or actions of bodily injury, personal injury, or death of any one person. Additionally, coverage must extend for bodily injury, personal injury, or death of more than one person in any one accident in an amount not less than \$1,000,000 and for damage to property in an amount not less than \$300,000. Tenant agrees to obtain an umbrella policy to provide \$5 million in total coverage, as specified below.

c. Landlord, or its designees in writing having an insurable interest, shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance and other insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance. Such insurance shall be a comprehensive policy, covering all risks and shall further cover 100% of replacement cost of any items of value. The policy shall further provide that it will not be subject to cancellation, termination, or change, except after at least 30 days prior written notice to Landlord.

3. Umbrella Policy. Tenant agrees to maintain an umbrella policy ("Umbrella Policy") to provide \$5,000,000 of total coverage. Landlord, or its designees in writing having an insurable interest, shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance. Such insurance shall be a comprehensive policy, covering all risks and shall further cover 100% of replacement cost of any items of value. The policy shall further provide that it will not be subject to cancellation, termination, or change, except after at least 30 days prior written notice to Landlord.

ARTICLE VIII
ATTORNTMENT AND SUBORDINATION

1. **Attornment.** Tenant shall, if requested by a mortgagee of the Leased Premises or by Landlord at any time, or in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

2. **Subordination.** This Lease and Tenant's rights hereunder are hereby agreed by Tenant to be and are hereby made junior, subordinate and subject in right, priority and all other respects to any mortgage now or hereafter in force and effect upon or encumbering the Church Property, and to all future modifications, extensions, and replacements of any such mortgage, and upon recording any of such mortgage, such mortgages (including modifications, extensions and replacements thereof) shall be deemed to be prior in dignity, lien and encumbrance of this Lease irrespective of the dates of execution, delivery or recordation of any such mortgage or mortgages. The foregoing subordination provisions of this Section shall be automatic and self-operative without the necessity of the execution of any further instrument or agreement of subordination on the part of Tenant. Notwithstanding this self-operative provision, Tenant agrees to execute upon the request of Landlord or Landlord's mortgagees an agreement of subordination and attornment in a form reasonably acceptable to Landlord.

ARTICLE IX
ENVIRONMENTAL

1. **Environmental Obligations.** Tenant, at Tenant's expense, shall comply with all federal, state, county and municipal laws, ordinances, or regulations (hereinafter "Laws") including, without limitation, those relating to Hazardous Materials, air and water quality, waste disposal, zoning, building, occupational safety and health, industrial hygiene, or to the environmental conditions on, under, or about the Leased Premises, including, but not limited to, soil and groundwater conditions.

2. **Use of Hazardous Materials.** Tenant shall not, in violation of any Laws, use, generate, manufacture, store, or dispose of, on, under, or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, radioactive materials, including, without limitation, any substances defined as, or included in the definition of, "hazardous substances", "hazardous wastes", or "hazardous materials" under any applicable Laws ("Hazardous Materials").

3. **Environmental Liens.** Tenant shall not create or suffer to exist with respect to the Leased Premises, or permit any of its agents to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(1)) or any similar Law.

ARTICLE X

DEFAULT

1. Events of Default. No default or breach of any of the covenants and conditions of this Lease shall exist until the party claiming default or breach shall serve upon the other a written notice as provided in this Lease specifying with particularity where the default or breach is alleged to exist and the other party shall fail to perform or observe such covenant or condition, as the case may be, within the timeframes specified herein. Notwithstanding, the occurrence of any one or more of the following shall constitute an "Event of Default" hereunder: (a) failure of Tenant to pay any amount required hereunder within fifteen (15) days after the same is due; (b) failure of Tenant to perform any other covenant, condition, agreement or provision contained herein within fifteen (15) days after the same is due; (c) commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of Tenant; (d) Leasehold estate interest of the Tenant is taken on execution or other legal process; (e) any representation of Tenant made in this Lease or any other written certification made in connection with this Lease whether to Landlord or Landlord's mortgagees is determined to be false in any material respect at the time that it was made; (f) Tenant rejects this Lease in any bankruptcy, insolvency, reorganization or debt arrangements proceedings under the Bankruptcy Code of the United States or any state insolvency laws. A default under paragraph 1(a) of this Article is hereinafter referred to as a "Monetary Default". A default under paragraphs 1 (b) through (f) of this Article is hereinafter referred to as a "Non-Monetary Default".

2. Remedies. In the event of a Monetary Default by Tenant, Tenant shall be obligated to pay to Landlord a late charge equal to five percent (5%) of the amount due. In connection with any Monetary Default, Landlord shall give to Tenant no less than five (5) days written notice of the default prior to electing one or more of the remedies stated below. In the event of a Non-Monetary Default by Tenant, Landlord shall give Tenant no less than fifteen (15) days prior written notice of the nature of the default prior to electing one or more of the remedies stated herein. During such five and fifteen day periods, Tenant shall have the right to cure the default. Upon the occurrence and continuance of an Event of Default, and so long as the default has not been cured, Landlord may, at its option and without any obligation to do so, elect any one or more of the following remedies: (i) terminate and cancel this Lease; (ii) cure such Event of Default and recover the costs thereof from Tenant, together with interest thereon, at the maximum legal rate permitted by applicable law; or (iii) pursue any other remedy now or hereafter available under the laws or judicial decisions of the state in which the Leased Premises are situated.

3. Indemnification.

A. Tenant shall indemnify and save Landlord harmless from and against, and shall reimburse Landlord for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, in contract, or otherwise, including attorney's fees and costs, which may be imposed upon or incurred or paid by or asserted against Landlord or Landlord's interest in the Premises by reason of or in connection with the Premises or any area allocated to or used exclusively by Tenant or its agents, employees, or invitees, or any act or neglect of Tenant or Tenant's contractor's, servants, employees, invitees, agents, or any change, alteration or improvement made by Tenant in the

Premises or relating to any business or other activities conducted therein. In the event Landlord shall, without fault on his part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and attorney's fees incurred by Landlord in connection with such litigation.

B. Nothing contained in this provision shall be deemed to require Tenant to indemnify Landlord for any acts or omissions of Landlord, its agents, contractors, servants, employees, licensees, or invitees or breach of this Agreement nor shall this provision be deemed to require Tenant to indemnify Landlord for Landlord's own negligence, or the negligence of Landlord's agents, contractors, servants, employees, licensees, or invitees, nor shall this provision operate to release Landlord from his own affirmative duties with respect to the Property and/or the Premises.

C. Landlord shall indemnify and save Tenant harmless from and against, and shall reimburse Tenant for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, in contract, or otherwise, including attorney's fees and costs, which may be imposed upon or incurred or paid by or asserted against Tenant or Tenant's interest in the Premises by reason of or in connection with the Premises or any area allocated to or used exclusively by Landlord or its agents, employees, or invitees, or any act or neglect of Landlord or Landlord's contractor's, servants, employees, invitees, agents, or any change, alteration or improvement made by Landlord in the Premises or relating to any business or other activities conducted therein. In the event Tenant shall, without fault on his part, be made a party to any litigation commenced by or against Landlord, then Landlord shall protect and hold Tenant harmless and shall pay all costs, expenses, and attorney's fees incurred by Tenant in connection with such litigation.

D. Nothing contained in this provision shall be deemed to require Landlord to indemnify Tenant for any acts or omissions of Tenant, its agents, contractors, servants, employees, licensees, or invitees or breach of this Agreement nor shall this provision be deemed to require Landlord to indemnify Tenant for Tenant's own negligence, or the negligence of Tenant's agents, contractors, servants, employees, licensees, or invitees, nor shall this provision operate to release Tenant from his own affirmative duties with respect to the Property and/or the Premises.

E. Notwithstanding anything stated in this Lease to the contrary, the Lease and all provisions contained herein shall be subject to and governed by F.S. Section 768.28, as amended.

4. **Waiver.** The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Base Rent or Additional Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto, unless such waiver be in writing by that party.

5. **Force Majeure.** With the exception of Tenant's obligation to make any payments required by the terms of this Lease, in the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of hurricane, flooding, act of God, strike, lock-out, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, terrorist attack, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required hereunder, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE XI **CONDEMNATION**

1. **Tenant's Right To Terminate the Lease.** If (a) the whole or any part of the Leased Premises shall be taken by any governmental agency or utility under the power of eminent domain, or (b) the main traffic artery or arteries abutting or serving the Leased Premises, are changed, by condemnation or otherwise, by any governmental agency, in such manner as to injure, permanently and materially, the flow of vehicular traffic to the Leased Premises, unless, within a reasonable period thereafter, equivalent methods of ingress or egress are provided; and as a result of either or both of (a) or (b), Tenant's use of the Leased Premises is materially and negatively affected; then, within sixty (60) days after either of the above, Tenant shall have as Tenant's sole remedy, the right to terminate this Lease by written notice to Landlord. In the event of such termination, Landlord shall have no liability to Tenant for damages, losses or other harm incurred by or to be incurred by Tenant as a result of the termination of the Lease or the circumstances or events giving rise to or causing, the Tenant to terminate the Lease. For purposes of this Lease, any voluntary conveyance to a governmental agency or utility under the threat of the use of the power of eminent domain by such entity shall be deemed a taking under the power of eminent domain. For purposes of this Lease, a "taking" shall be deemed to have occurred on the date that is the later to occur of either (i) the date that the applicable governmental authority acquires title to the Leased Premises or such portion of the Leased Premises, as applicable, or (ii) the date that Tenant is required to vacate the Leased Premises or such portion of the Leased Premises, as applicable. Subsequent to any partial taking of the Leased Premises, the rent shall be reduced in proportion to the amount of property taken.

2. **Restoration.** If neither party terminates this Lease, Landlord shall at its own expense and with reasonable dispatch, restore the Leased Premises to a condition similar to the Leased Premises immediately prior to the taking, and pursuant to plans and specifications approved by Tenant. During the period of said restoration, all rent and other charges hereunder shall abate proportionately to the extent of the Leased Premises rendered untenable as a result of the taking and repairs being undertaken in accordance with the provisions hereof.

3. **Award.** Tenant shall be entitled to claim an award for loss of use, leasehold interest, depreciation of fixtures, fixture and equipment damage, removal and reinstallation costs, and moving and relocation expenses, but only if such award shall be in addition to an award to Landlord for the land and building containing the Leased Premises. Neither Landlord nor Tenant shall be entitled to any portion of the other's award, or to make a claim therefor.

ARTICLE XII
MISCELLANEOUS

1. **Brokers.** Each of the parties represents and warrants there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease and each of the parties agrees to indemnify and hold harmless the other from any and all liabilities, costs and expenses (including attorneys' fees) arising from any claim made by any other broker.

2. **Assignment and Subletting.**

a. Subject to the provisions of paragraph 2e of this Article, Tenant shall not have the right to assign, transfer, mortgage or otherwise encumber this Lease or its interest in the Leased Premises without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. The consent by Landlord to any assignment, transfer, mortgage or encumbrance shall not be construed as a waiver or release of Tenant from any and all liability for the performance of all covenants and obligations to be performed by Tenant under this Lease, nor shall the collection or acceptance of rent from any assignee or transferee constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease. A dissolution, merger, consolidation or other reorganization of Tenant or any transfer of a controlling percentage of Tenant's ownership shall constitute an assignment for purposes of this paragraph.

b. Tenant shall not sublease all or any part of the Leased Premises except that Tenant may sublease all or any part of the Leased Premises without Landlord's consent to any affiliated entity of Somerset Academy Inc., or to any other charter school managed by Academica Dade, LLC as management company, in accordance with the customary business practices of charter school subleases, including, but not limited to the following examples: Subleasing space to Somerset Academy Inc. under an approved charter with the Miami-Dade County School Board to expand the school's existing services and/or programs offered; Subleasing space to an affiliated charter school entity managed by Academica Dade, LLC under an approved charter with the Miami-Dade County School Board as a temporary facility under the "nest"-ing theory as a mutually beneficial arrangement for Landlord, Tenant and Sub-Tenant.

c. Any request for assignment or sublease shall include full disclosures of the proposed assignee's or sublessee's corporate structure, principal owner's financial information and curriculum vitae demonstrating a successful history of operating charter schools. The parties acknowledge and agree that Tenant was approved by Landlord to enter into this Lease because of the reputation, expertise, financial condition and successful history of operating charter schools; and Landlord's evaluation of any prospective assignee or sublessee for purposes of its consent to assignment or sublease will include similar criteria.

d. In the event that Tenant requests and Landlord consents to any assignment or sublease of this Lease, then to the extent Tenant receives remuneration from any assignee or sublessee in excess of the rent being paid under this Lease, whether Base Rent or Additional Rent or any combination thereof, and whether in the form of increased

monthly payments, a lump sum payment, improvements or other personal property, or any other form, then Tenant shall pay to Landlord any such excess no later than ten (10) days from receipt by Tenant.

e. Subject to the provisions of the foregoing paragraphs 2a through 2d of this Article, Tenant shall have the right without Landlord's consent, to assign and/or sublease this Lease to an organization with which Tenant may merge or consolidate, to any subsidiary of Tenant, or to any organization under common control with Tenant, provided that: the assignee or sublessee of this Lease shall be an organization in which Fernando Zulueta and Ignacio Zulueta (a) have a majority ownership interest and (b) are actively engaged in the management of all schools and preschools operated by such organization, including, without limitation, the School and Preschool at Landlord's Church Property.

3. Applicable Law. The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. Venue shall lie in Miami-Dade County, Florida.

4. Captions. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or this Lease, nor in any way affect this Lease.

5. Entire Agreement. This Lease and the exhibits and riders, if any, attached hereto and forming a part hereof, represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations (if any) made by and between the parties. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

6. Gender. Wherever used, "Landlord" and "Tenant" shall be deemed to include the male, female and neuter as well as the heirs, personal representatives, successors, subtenants, assigns and purchasers of substantially all of the assets of the parties unless the context excludes such construction.

7. Interpretations. This Lease shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

8. Notices. All written notices, demands and communications hereunder to Tenant or Landlord shall be deemed complete upon (i) three (3) business days after the date of a single mailing by certified or registered mail, postage prepaid, return receipt requested, (ii) one (1) business day after delivery to a nationally recognized overnight carrier for overnight delivery, or (iii) on the date of delivery if by personal delivery or facsimile, or electronic mail with reasonable confirmation by receiving party of receipt of said email (e.g. receiving party replies to said email), when sent by electronic mail, or fax, a courtesy copy, not affecting validity of service, should be delivered or mailed by regular (first class) mail within a reasonable time to the address listed below or such other address as designated by either party, or their successors in interest, by notice in writing hereafter.

To Landlord: William W. White
President, The University Baptist Church of Coral Gables
624 Anastasia Avenue
Coral Gables, FL 33134
Facsimile: (305) 444-3806
E-mail: Bill.White@ubc.org

With a copy to: Antonio Martinez, Jr., Esq.
Shutts & Bowen LLP
1500 Miami Center
201 S. Biscayne Boulevard
Miami, FL 33131
Facsimile: (305) 347-7815
E-mail: amartinez@shutts.com

To Tenant: Somerset Academy, Inc.
c/o Academica Corp.
6361 Sunset Drive
Miami, FL 33143
E-mail: c/o Collette D. Papa
Cpapa@academica.org

With a copy to: Fernando J. Zulueta
6361 Sunset Dr.
South Miami, FL 33143-4842
Facsimile: (305) 669-4390
E-mail: Zfern@yahoo.com

Ignacio G. Zulueta, Esquire
Ignacio G. Zulueta, P.A.
6361 Sunset Dr
Miami, Florida 33143-4842
Facsimile: (305) 669-4390
E-mail: izulueta@yahoo.com

9. **Relationship of Parties.** The relationship between the parties hereto shall be solely as set forth herein, and neither party shall be deemed the employee, agent, partner or joint venturer of the other.

10. **Severability.** Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

11. Costs and Attorneys' Fees. If either party shall bring an action to recover any sum due hereunder, or in connection with the defense of any claim made in connection with the Lease or Leased Premises, the court shall award to the prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals, whether or not taxable as such by law.

12. Permits and Approvals. If Tenant is unable to secure all required licenses, permits, and approvals, including certificates of occupancy, from applicable governmental authorities necessary for it to perform its initial improvements at the Leased Premises and thereafter operate its business in the Leased Premises, then Tenant may terminate this Lease upon written notice to Landlord. Tenant shall not commence any improvements of the Leased Premises unless and until it has first obtained any necessary permits and licenses.

13. Radon Gas. The following notification is provided under Fla. Stat. Section 404.056: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

14. Non-Discrimination Policy. Tenant is dedicated to the concept of equal access. Accordingly, Tenant will not discriminate on the basis of race, color, sex, religion, age, national origin, nor handicap(s) in the admission and treatment of students in any activity or program held on the Leased Premises during the term of this Lease.

15. Counterparts. This Lease may be executed by the parties signing different counterparts of this Lease, and all such counterparts shall constitute one Agreement, binding on all of the parties hereto.

16. Facsimile Transmissions. This Lease may be transmitted between the parties by facsimile machine. Landlord and Tenant intend that faxed signatures constitute original signatures and that a faxed Lease containing the signatures (original or faxed) of Landlord and Tenant is binding on Landlord and Tenant.

17. Time Is of The Essence. Time is of the essence as to all of the obligations of Tenant under this Lease.

18. Jury Waiver; Counterclaims. LANDLORD AND TENANT KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) THIS LEASE, (B) THE RELATIONSHIP OF LANDLORD AND TENANT, (C) TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR (D) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION OR PROCEEDING COMMENCED BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. IF TENANT VIOLATES THIS PROVISION BY FILING A PERMISSIVE COUNTERCLAIM, WITHOUT PREJUDICE

TO LANDLORD'S RIGHT TO HAVE THE COUNTERCLAIM DISMISSED, THE PARTIES STIPULATE THAT SHOULD THE COURT PERMIT TENANT TO MAINTAIN THE COUNTERCLAIM, THE COUNTERCLAIM SHALL BE SEVERED AND TRIED SEPARATELY FROM THE ACTION FOR POSSESSION UNDER RULE 1.270(b) OF THE FLORIDA RULES OF CIVIL PROCEDURE OR OTHER APPLICABLE LAW. THE ACTION FOR POSSESSION SHALL THEN PROCEED UNDER THE SUMMARY PROCEDURES SET FORTH IN SECTION 51.011, FLORIDA STATUTES. THE WAIVERS SET FORTH IN THIS ARTICLE ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THESE WAIVERS WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD IN AGREEING TO ENTER INTO THIS LEASE.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

WITNESSES:

Betty Lara
Print Name: Betty Lara

Jose Diez
Print Name: JOSE DIEZ

Landlord:

**THE UNIVERSITY BAPTIST CHURCH
OF CORAL GABLES, INC.**

By: William W. White
Name: William W. White
Title: President

(Corporate Seal)

Tenant:

SOMERSET ACADEMY, INC.

Collette D. Pfaender
Print Name: Collette D. Pfaender

Robin Lucas
Print Name: Robin Lucas

By: Andreina Figueroa
Name: Andreina Figueroa
Title: President

(Corporate Seal)

LIST OF EXHIBITS ATTACHED

- A Legal Description of the Church Property
- B Floor Plan of the Church Property Showing the Leased Premises (including Exclusive, Non-Exclusive, Non-Exclusive/Shared and Non-Use Space)
- C Initial Proration of Expenses for Utilities and Insurance

EXHIBIT "A"

LEGAL DESCRIPTION OF THE CHURCH PROPERTY

Block 116 of CORAL GABLES COUNTRY CLUB SECTION PART SIX,
according to the plat thereof, as recorded in Plat Book 20, Page 1, of the Public
Records of Miami-Dade County, Florida.

EXHIBIT "B"

**FLOOR PLAN OF THE CHURCH PROPERTY SHOWING THE LEASED PREMISES
(INCLUDING EXCLUSIVE, NON-EXCLUSIVE,
NON-EXCLUSIVE/SHARED AND NON-USE SPACE)**

EXHIBIT "C"

INITIAL PRORATION OF EXPENSES FOR UTILITIES AND INSURANCE



Future Land Use Element

Vision Statement: Continue Coral Gables vision and mission as a community that is attractive to live, work, play and visit.

Goals, Objectives and Policies:

Goal FLU-1. Protect, strengthen, and enhance the City of Coral Gables as a vibrant community ensuring that its neighborhoods, business opportunities, shopping, employment centers, cultural activities, historic value, desirable housing, open spaces, and natural resources make the City a very desirable place to work, live and play.

Objective FLU-1.1. Preserve Coral Gables as a “placemaker” where the balance of existing and future uses is maintained to achieve a high quality living environment by encouraging compatible land uses, restoring and protecting the natural environment, and providing facilities and services which meet or exceed the minimum Level of Service (LOS) standards and meet the social and economic needs of the community through the Comprehensive Plan and Future Land Use Classifications and Map (see FLU-1: Future Land Use Map).

Policy FLU-1.1.1. The City’s Future Land Use Classifications and Map shall describe, assign, and depict the future land uses found to be in the public interest and to be the basis for regulations, programs, actions and rules of the City and other affected agencies.

Policy FLU-1.1.2 Residential land use classifications are as follows (Land use descriptions provided herein are general descriptions, refer to underlying/assigned Zoning Classification for the list of permitted uses):

Classification	Description	Density / Intensity	Height
Single-Family Low Density.	Single-family detached homes.	Maximum 6 units/acre.	Per the Zoning Code.
Single-Family High Density.	Single-family detached and attached homes, including townhouses.	Maximum 9 units/acre.	Per the Zoning Code.
Multi-Family Duplex Density.	Duplex homes, including townhouses.	Maximum 9 units/acre.	Per the Zoning Code.
Multi-Family Low Density.	Multi-family residential of low height and density.	Maximum 20 units/acre, or 25 units/acre with architectural incentives per the Zoning Code.	Up to 50’ maximum (no limitation on floors), or up to 77’ maximum (with a maximum of 2 additional floors) with architectural incentives per the Zoning Code.
Multi-Family Medium Density.	Multi-family residential of medium height and density.	Maximum 40 units/acre, or 50 units/acre with architectural incentives per the Zoning Code.	Up to 70’ maximum (no limitation on floors), or up to 97’ maximum (with a maximum 2 additional floors) with architectural incentives per the Zoning Code.
Multi-Family High Density.	Multi-family residential of high height and density.	Maximum 60 units/acre, or 75 units/acre with architectural incentives per the Zoning Code.	Up to 150’ maximum (no limitation on floors), or 190.5’ maximum (with a maximum 3 additional floors) with architectural incentives per the Zoning Code.

Policy FLU-1.1.3. Commercial land use classifications are as follows (Land use descriptions provided herein are general descriptions, refer to underlying/assigned Zoning Classification for the list of permitted uses):



Future Land Use Element

Classification	Description	Density / Intensity	Height
Commercial Low-Rise Intensity.	This category is oriented to low intensity pedestrian and neighborhood commercial uses, including residential, retail, services, office, and mixed use.	Maximum F.A.R. of 3.0, or 3.5 with architectural incentives. Up to an additional 25% F.A.R. may be granted for properties qualifying as receiving sites for Transfer of Development Rights (TDRs). Residential use shall only be permitted as part of a mixed-use development as provided herein.	Up to 50' maximum (no limitation on floors), or up to 77' maximum (with a maximum of 2 additional floors) with architectural incentives per the Zoning Code.
Commercial Mid-Rise Intensity.	This category is oriented to medium intensity pedestrian and neighborhood commercial uses, including residential, retail, services, office, and mixed use.	Maximum F.A.R. of 3.0, or 3.5 with architectural incentives. Up to an additional 25% F.A.R. may be granted for properties qualifying as receiving sites for Transfer of Development Rights (TDRs). Residential use shall only be permitted as part of a mixed-use development as provided herein.	Up to 70' maximum (no limitation on floors), or up to 97' maximum (with a maximum 2 additional floors) with architectural incentives per the Zoning Code.
Commercial High-Rise Intensity.	This category is oriented to the highest intensity commercial uses, including residential, retail, services, office, and mixed use.	Maximum F.A.R. of 3.0, or 3.5 with architectural incentives. Up to an additional 25% F.A.R. may be granted for properties qualifying as receiving sites for Transfer of Development Rights (TDRs). Residential use shall only be permitted as part of a mixed-use development as provided herein.	Up to 150' maximum (no limitation on floors), or 190.5' maximum (with a maximum 3 additional floors) with architectural incentives per the Zoning Code.

Policy FLU-1.1.4. Industrial land use classification is as follows (Land use descriptions provided herein are general descriptions, refer to underlying/assigned Zoning Classification for the list of permitted uses):

Classification	Description	Density / Intensity	Height
Industrial.	This category is oriented to industrial uses, including automotive services, wholesale, light industry, manufacturing, and all uses allowed in the Commercial land use categories.	Maximum F.A.R. of 3.0, or 3.5 with architectural incentives. Residential use shall only be permitted as part of a mixed-use development as provided herein.	Up to 70' maximum (no limitation on floors), or up to 97' maximum (with a maximum 2 additional floors) with architectural incentives per the Zoning Code.

Policy FLU-1.1.5. Mixed-Use land use classifications are as follows (Land use descriptions provided herein are general descriptions, refer to underlying/assigned Zoning Classification for the list of permitted uses):

Classification	Description
MXD, Mixed-Use or MXOD, Mixed-Use Overlay Districts.	<p>Mixed uses are permitted to varying degrees in the multi-family residential, commercial, and industrial land use categories, pursuant to underlying land use regulations and applicable Zoning Code provisions.</p> <p>The general intent of the MXD is to promote a multi-faceted pedestrian friendly environment comprised of an assortment of uses, including the following:</p> <ul style="list-style-type: none"> • Residential; • Retail/Commercial; • Office; • Industrial; and • Public Open Spaces. <p>No single use may comprise more than eighty-five (85%) percent of the MXD floor area ratio.</p> <p>The proportionate mix of uses shall be reviewed per development application. The following table</p>



Future Land Use Element

	<p>establishes minimum and maximum thresholds based upon the FAR of the building.</p> <table border="1"> <thead> <tr> <th>Type of Use</th> <th>Minimum % of FAR</th> <th>Maximum % of FAR</th> </tr> </thead> <tbody> <tr> <td>Residential</td> <td>0%</td> <td>85%</td> </tr> <tr> <td>Retail/Commercial</td> <td>8%</td> <td>40%</td> </tr> <tr> <td>Office</td> <td>0%</td> <td>85%</td> </tr> <tr> <td>Industrial</td> <td>0%</td> <td>5%</td> </tr> </tbody> </table> <p>Additional MXD or Mixed Use Overlay District (MXOD) development standards, including maximum densities, intensities, and height, are provided in the Zoning Code.</p>	Type of Use	Minimum % of FAR	Maximum % of FAR	Residential	0%	85%	Retail/Commercial	8%	40%	Office	0%	85%	Industrial	0%	5%
Type of Use	Minimum % of FAR	Maximum % of FAR														
Residential	0%	85%														
Retail/Commercial	8%	40%														
Office	0%	85%														
Industrial	0%	5%														
MXOD, Mixed-Use Overlay Districts.	<p>An MXOD may be permitted as an overlay in the Commercial and Industrial land use categories (see FLU-2: Mixed-Use Overlay District Map).</p> <p>Properties within the MXOD have the option of developing their property in accordance with the underlying land use. Assigned MXOD within the City are as follows:</p>															

Policy FLU-1.1.6. Other land use classifications are as follows (Land use descriptions provided herein are general descriptions, refer to underlying/assigned Zoning Classification for the list of permitted uses):

Classification	Description	Density / Intensity	Height	
University Campus	Land uses for learning, research, living and other uses which are ancillary to a university campus.	Maximum F.A.R. of 0.7 for the entire campus as a planned development site.	Per the Zoning Code.	
	<table border="1"> <thead> <tr> <th colspan="2">Sub Category</th> </tr> </thead> <tbody> <tr> <td>University Campus Multi-use Area</td> <td>In addition to the uses in Table FLU-5 hereinabove, this category shall include other land uses that are associated or affiliated with the university, or directly supportive of the university's mission to educate and nurture students, to create knowledge, and to provide service to the community. Such other uses shall include lodging, conference center, governmental/public sector, research, office, and medical/ healthcare uses. Retail uses ancillary to or which serve the other use(s) permitted in the University Campus and University Campus Multi-Use Area may be integrated in an amount not to exceed fifteen percent (15%) of the total floor area.</td> </tr> </tbody> </table>			Sub Category
Sub Category				
University Campus Multi-use Area	In addition to the uses in Table FLU-5 hereinabove, this category shall include other land uses that are associated or affiliated with the university, or directly supportive of the university's mission to educate and nurture students, to create knowledge, and to provide service to the community. Such other uses shall include lodging, conference center, governmental/public sector, research, office, and medical/ healthcare uses. Retail uses ancillary to or which serve the other use(s) permitted in the University Campus and University Campus Multi-Use Area may be integrated in an amount not to exceed fifteen percent (15%) of the total floor area.			
Education	Primary and secondary schools, both public and private.	Maximum F.A.R. of 2.0.	Per the Zoning Code.	
Parks and Recreation	Public/private land areas and buildings for recreation, both active and passive, including golf, tennis, and similar sporting and leisure activities.	Maximum F.A.R. of 2.0.	Per the Zoning Code.	
Open Space	Open space areas including right-of-way plazas and entranceways.	Maximum F.A.R. of 0.	N/A	
Conservation Areas	Environmentally sensitive areas such as marshes, swamps, mangroves, and natural wildlife habitats. Designated limited support facility development areas shall be restricted to passive support activities such as nature trails and restroom facilities. Proposals for limited development shall be reviewed on an individual basis.	Maximum F.A.R. of 0, except for designated areas specified for limited support facility development.	N/A	
Public Buildings and Grounds	Buildings and adjacent land areas used for local, state, or federal government purposes, and for public and semi-public services, including utilities.	Maximum F.A.R. of 2.0.	Per the Zoning Code.	
Hospital	Buildings and land areas used for medical and health related services.	Maximum F.A.R. of 2.0.	Per the Zoning Code.	
Religious / Institutional	Churches, temples, synagogues, houses of worship, fraternal organizations, and related accessory uses such as educational and child care services and private clubs,	Maximum F.A.R. of 2.0.	Per the Zoning Code.	



Future Land Use Element

	country clubs and associated uses.		
Community Services and Facilities	Buildings and adjacent land areas that serve a public and/or community function, including local, state, and federal government facilities; public and private schools and educational facilities (excluding University); medical and health facilities; and religious institutions.	Maximum F.A.R. of 2.0.	Per the Zoning Code.
Historic Properties	Buildings, sites, and districts determined to be historically, architecturally, or archeologically significant by National Register listing or local landmark designation. Provides an overlay classification which supplements the underlying land use classification. The location of HP classified properties may be depicted on the Future Land Use Map series or on the Historic Preservation Map series as determined by the City.	Per underlying land use and Zoning Code provisions.	Per underlying land use and Zoning Code provisions.
Downtown Overlay	Provides an overlay classification which supplements the underlying land use classification. The location of the Downtown Overlay is depicted on the Future Land Use Map.	Per underlying land use and Zoning Code provisions.	Per underlying land use and Zoning Code provisions.

Policy FLU-1.1.7. A concurrency impact analysis is completed for all development orders issued by the City. This includes changes in use, building permits, and change in zoning or conditional use applications. Applicants are required to satisfy all concurrency conditions prior to issuance of a building permit.

Policy FLU-1.1.8. The City shall review on an annual basis the Concurrency Management System, including the adopted levels of services, to ensure that public facilities are available to meet the impacts of new development.

Policy FLU-1.1.9. From 2004-2007, the City completed a comprehensive rewrite of its Zoning Code regulations. The City shall annually review its Zoning Code regulations and make necessary changes in order to:

- Effectively regulate future land use activities and natural resources identified on the Future Land Use Map;
- Adequately protect property rights; and
- Implement the goals, objectives, and policies stipulated in the Comprehensive Plan.

Policy FLU-1.1.10. The City of Coral Gables shall prepare an Evaluation and Appraisal Report (EAR) for submittal to DCA as required by Chapter 163, F.S. as amended and Rule 9J-5, FAC as amended and pursuant to the schedule in 9J-33, FAC as amended.

Objective FLU-1.2. Efforts shall continue to be made to control blighting influences, and redevelopment shall continue to be encouraged in areas experiencing deterioration.

Policy FLU-1.2.1. The City's Zoning Code and City Code allow potential problems to be cited and require property owners of cited property to take remedial action.

Objective FLU-1.3. By the year 2015 the City shall endeavor to reduce the number of inconsistencies between the Future Land Use Map and the actual land uses from 40 to 20.

Policy FLU-1.3.1. Private properties desiring to develop or seek City development order reviews which have inconsistent land use and zoning classifications shall, as a part of the City's development review process, be required to undergo applicable City review for a change in land use and/or zoning to provide for consistent land and zoning designations. The determination as to the proper assignment of land use and/or zoning to correct the inconsistency shall be based on



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conformance with the goals, objective and polices of the City’s Comprehensive Plan and Zoning Code regulations.

Policy FLU-1.3.2. All development applications in residential neighborhoods shall continue to be reviewed by applicable boards and committees to ensure the protection from intrusion by incompatible uses that would disrupt or degrade the health, safety, tranquility, aesthetics and welfare of the neighborhood by noise, light, glare, odor, vibration, dust, hazardous materials or traffic. The City will continue to enforce the adopted restrictive design standards; historic preservation policies and the applicable performance standards of the Commercial Limited designation in the Zoning Code.

Policy FLU-1.3.3. Non-residential uses designated in the Comprehensive Plan which cause significant noise, light, glare, odor, vibration, dust, hazardous conditions or industrial traffic, shall provide buffering such as landscaping, walls and setbacks, when located adjacent to or across the street from incompatible uses such as residential uses.

Objective FLU-1.4. Provide for protection of natural and historic resources from development and/or redevelopment together with continued maintenance.

Policy FLU-1.4.1. Include balanced consideration for protection of natural and historic resources in the consideration of granting all development orders. Parcels with natural or historic resources are eligible, pursuant to the Zoning Code, to be designated as a sending sight. Sending sights are eligible to send their remaining development rights to receiving sites, thereby preserving the historic or natural resource from further development.

Policy FLU-1.4.2. Those areas designated on the Future Land Use Map for Conservation will not be subject to development, with the only allowable exception for open space and recreational uses after the review and approval of the City Commission.

Policy FLU-1.4.3. Historic sites shall be identified and protected, and performance standards for development and sensitive reuse of historic resources shall be established.

Policy FLU-1.4.4. The City completed a review of the existing land development regulations as a part of the comprehensive rewrite of the Zoning Code in 2007 and determined the impacts, if any, on historic preservation activities. The City shall annually review any land development regulations which are in conflict with the City’s historic preservation goals and amend those regulations accordingly.

Policy FLU-1.4.5. The City, through the Land Development Regulations will coordinate the land uses and future land use changes with the availability of water supplies and water supply facilities.

Objective FLU-1.5. Maintain the overall coastal area residential population at densities which will result in an average overall residential development density at or below six (6) dwelling units per gross acre averaged throughout the coastal area East of Old Cutler Road.

Policy FLU-1.5.1. Restrict residential development which will cause the average overall residential development density to exceed six (6) dwelling units per gross acre averaged throughout the coastal area East of Old Cutler Road.





Future Land Use Element

Policy FLU-1.5.2. The City Planning Department shall maintain an inventory of dwelling units and overall land areas east of Old Cutler Road and shall update the inventory by December 31st of each year in order to maintain an up-to-date density average against which proposed projects may be tested.

Objective FLU-1.6. Coordinate the City’s actions with appropriate resource planning and management plans prepared pursuant to Chapter 380, F.S., as amended.

Policy FLU-1.6.1. Coordinate with State, regional, county and local agencies to ensure mutual cooperation in the development of all appropriate resource planning and management plans prepared pursuant to Chapter 380, F.S. as amended. The City will continue to monitor all other local governments’ activities when notice is provided. The City will continue to provide notice as required to other local governments and agencies on upcoming large development projects. The City will continue to work closely with the South Florida Regional Planning Council, Miami-Dade County School Board and the State Department of Community Affairs on regional issues. The City will continue to maintain mutual aid agreements with other local governments with reference to fire service, police and disaster preparedness.

Policy FLU-1.6.2. Continue to coordinate with other governments in securing full provision of resources by the State and non-city agencies for programs of their design, creation and/or benefit, and continue to ensure the protection of local self determination in matters which are not demonstrated to be of actual regional significance.

Objective FLU-1.7. When amendments to the Zoning Code are processed, discourage the proliferation of urban sprawl by including a regulatory framework for encouraging future infill and redevelopment within existing developed areas. In drafting the infill/redevelopment program, the City shall coordinate public and private resources necessary to initiate needed improvements and/or redevelopment within these areas.

Policy FLU-1.7.1. Encourage effective and proper high quality development of the Central Business District, the Industrial District and the University of Miami employment centers which offer potential for local employment in proximity to protected residential neighborhoods.

Policy FLU-1.7.2. The City shall continue to enforce the Mediterranean architectural provisions for providing incentives for infill and redevelopment that address, at a minimum, the impact on the following issues:

- Surrounding land use compatibility.
- Historic resources.
- Neighborhood Identity.
- Public Facilities including roadways.
- Intensity/Density of the use.
- Access and parking.
- Landscaping and buffering.

Objective FLU-1.8. Continue to ensure land and resources are made available which are suitable for utility facilities and other infrastructure required to support proposed development. This Objective shall be achieved through the implementation of the following policies:

Policy FLU-1.8.1. The City shall continue to improve its currently enacted impact fee system in conjunction with the City’s Concurrency Management System.





Future Land Use Element

Objective FLU-1.9. Encourage sound innovation in the development standards of the City's Zoning Code which provides a continuing process to respond to community needs.

Policy FLU-1.9.1. Encourage balanced mixed use development in the central business district and adjoining commercial areas to promote pedestrian activity and provide for specific commitments to design excellence and long term economic and cultural vitality.

Policy FLU-1.9.2. Encourage the detailed planning of downtown, which is defined as the central business district, to establish sound economic, aesthetic and land use principles for effective utilization of both public and private resources.

Policy FLU-1.9.3. The City in conjunction with business and property owners shall implement the Miracle Mile Improvement Plan which provides the following:

- Create a more pedestrian friendly environment by widening sidewalks and narrowing roadway pavement;
- Reduce speed limits along Miracle Mile;
- Encourage a mix of uses with unique shopping and cultural opportunities;
- Encourage shopping for neighboring residents; and,
- Improve parking.

Objective FLU-1.10. By the date required by Section 163.3202, F.S., as amended, the City shall make provisions which ensure that future land use and development in the City is consistent with the Comprehensive Plan.

Policy FLU-1.10.1. The Planning Department shall review proposals to amend the development regulations and shall report on the consistency between such proposals and the Comprehensive Plan, as required by Chapter 163, F.S., as amended.

Policy FLU-1.10.2. The City shall continue to maintain regulations consistent with the Comprehensive Plan which regulate the use and development of land in a manner which, at a minimum, provides for land use consistent with the Future Land Use Plan map series, interpretive text and Land Use Element goal, objectives and policies; regulate the subdivision of land; regulate signage; regulate development and use in areas subject to seasonal or periodic flooding, provide for stormwater management; open space and regulate on-site traffic flow and parking.

Objective FLU-1.11. Maintain a pattern of overall low density residential use with limited medium and high density residential uses in appropriate areas to preserve the low intensity and high quality character of the residential neighborhoods.

Policy FLU-1.11.1. Maintain and enforce effective development and maintenance regulations through site plan review, code enforcement, and design review boards and committees.

Objective FLU-1.12. The City shall enforce the recently adopted Zoning Code which maintains the high aesthetic community design standards.

Policy FLU-1.12.1. Maintain and enforce effective development and maintenance regulations.

Objective FLU-1.13. The City shall enforce the recently adopted Zoning Code which creates, preserves and maintains scenic vistas in keeping with the classic traditions as embodied in the original city plan.



Future Land Use Element

Objective FLU-1.14. The City shall enforce Zoning Code provisions which continue to preserve and improve the character of neighborhoods.

Policy FLU-1.14.1. The City shall enforce Zoning Code provisions which continue to address the location and extent of residential and non-residential land uses consistent with the Future Land Use Map in order to preserve the character of existing neighborhoods.

Objective FLU-1.15. The City acknowledges the importance of comprehensive planning and further understands the need to evaluate and appraise the City’s Comprehensive Plan on a regular basis. The City wants to ensure that the growth management program in Coral Gables best serves its citizens and its rich natural and historical resources. In order to accomplish this objective, the City shall enforce the recently adopted Zoning Code.

Objective FLU-1.16. The City acknowledges a need to prevent disjointed urban service delivery systems. The City’s annexation program will have the objective of improving, planning and management of unincorporated areas that are adjacent to the City boundaries.

Policy FLU-1.16.1. The City will continues to work closely with Miami-Dade County on all annexation issues and opportunities for various properties/geographic areas which includes the review and evaluation of the following:

- Existing projects and applicable future projects or developments.
- Continuation of previous granted development review parameters and conditions.
- Compatibility and architectural similarities.
- Ability to provide adequate levels of service to the unincorporated areas including conducting a service delivery analysis on all City services, including but not limited to:
 - Police, emergency and fire services.
 - Traffic circulation linkages and issues of mutual City/County concern.
 - Water and wastewater service systems, including intergovernmental coordination issues.
 - Waste collection.
 - Utilities.
- Franchise and utility fee dispersion.
- Drainage and natural water basins.
- Natural features restricting development.
- Building Code and Code of Ordinances, with specific emphasis on Code compliance and potential differences in the rules between the local governments.

Objective FLU-1.17. The City acknowledges the need to locate schools proximate to urban residential areas and, where possible, collocate public facilities, such as parks, libraries and community centers with schools.

Policy FLU-1.17.1. Maintain City population data on the City website to assist the projection of future population growth and community characteristics.

Objective FLU-1.18. As the result of unique site specific conditions affecting the general realization of the goals, objectives and policies of this plan, the following parcels are to be further regulated in accord with the following Future Land Use Map Interpretive Policies:

Policy FLU-1.18.1. Blocks 3, 4 and a portion of Block 5 of the Sunrise Harbour Subdivision is the subject of court ordered action and is therefore designated “ENJOINED LAND” and shall bear a land use classification of COMMERCIAL and APARTMENT as was in effect as of the date in the





Future Land Use Element

court order. The designation of such high density use is made solely on the basis of the City Attorney's opinion and the prior court ruling. It does not recommend or serve as an endorsement of any proposed development or reflect the City's application of community planning principals.

Goal FLU-2. Pursuant to Rule 9J-5.005(4), F.S. as amended, the City hereby adopts the following planning periods: from 2007 to 2014; and 2015 to 2020.

Objective FLU-2.1. The City shall develop, maintain, and implement land development regulations that serve to regulate the form, function, and interplay of land use, development, and associated activities, further the City's Comprehensive Plan, and are consistent and compatible with County, State, and Federal plans and regulations.

Goal FLU-3. The City as a part of its development review process shall engage public/community participation and collaboration to provide for a transparent development review process.

Objective FLU-3.1. The City shall continue its efforts to notify stakeholders, residents, property owners and neighborhood associations of pending development reviews to provide transparency within the development process.

Policy FLU-3.1.1. The Planning Department shall, when necessary, assist in the dissemination of information of applications to surrounding properties with the intent of supporting all the goals, objective and policies of the Comprehensive Plan. Specifically as it relates to ensuring residential areas are protected from potential impacts which may include noise, light, traffic, and vehicular access.

Objective FLU-3.2. The Planning Department during its review of changes in land use and changes in zoning of properties adjoining single family neighborhoods shall continue its current efforts as provided for in the City's Zoning Code to notify residents, property owners, neighborhood associations, organized neighborhood groups and interested parties of upcoming applications and the opportunity to provide input.

Policy FLU-3.2.1. Entities requesting changes in land use and zoning for property that adjoins a single-family residential district or neighborhood shall provide ample opportunities for input into the land use process which may include one or more of the following: additional public notice via regular mail, electronic mail, establishment of website, etc; completion of neighborhood meetings; establishment of point of contact.

Policy FLU-3.2.2. The Planning Department, when receiving a development proposal for property that adjoins a single-family residential district, shall facilitate the contact and discussion between applicants and known organized neighborhood groups and neighborhood associations to provide the opportunity to resolve potential neighborhood issues prior to City review at public hearings. The necessity to complete further collaboration and consensus decision making to mitigate or resolve identified issues may be conducted by the City's Planning Department or outside mediation services such as the South Florida Regional Planning Council, Institute for Community Collaboration.

Objective FLU-3.3. The City shall encourage organized neighborhood groups, business and neighborhood associations to develop and adopt visioning and district plans and objectives that are consistent with and further the goals, objectives and policies of the Comprehensive Plan as stated herein.



Future Land Use Element

Policy FLU-3.3.1. The Planning Department shall keep on file contact information and visioning and district plans and objectives provided by organized neighborhood groups, business and neighborhood associations, which shall be made available to the public and applicants of development proposals that adjoin single-family neighborhoods.

Policy FLU-3.3.2. As can practically be accommodated in conformance with the City's land development regulations, the City will assist neighborhood groups, business and neighborhood associations who have developed neighborhood plans in minimizing potential impacts between non-residential and residential land uses, with the intent of ensuring residential areas are protected from potential impacts which may include noise, light, traffic, and vehicular access.

Objective FLU-3.4. When the need arises to provide a collaborative process, consensus building and/or mediation for City identified issues, development projects, etc., the City shall initiate processes to build and facilitate partnerships with institutions, private practitioners, stakeholders, property owners, neighborhoods and organizations to fulfill the City's obligation for secure community involvement. This could include use of internal City resources or outside facilitators such as the South Florida Regional Planning Council, Institute for Community Collaboration.

YAHOO! SMALL BUSINESS

RE: FW: Question on public notice

From: "Alfonsin, Lourdes" <LAlfonsin@coralgables.com>
To: "Sandra Murado" <sandra@muradolaw.com>
Cc: "Foeman, Walter" <wfoeman@coralgables.com>, "Salerno, Patrick" <psalerno@coralgables.com>

You're welcome.

Lourdes Alfonsin Ruiz
Interim City Attorney
405 Biltmore Way
Coral Gables, FL 33134
(305) 460-5218 Office
(305) 460-5264 Facsimile
lalfonsin@coralgables.com

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From: Sandra Murado [mailto:sandra@muradolaw.com]
Sent: Monday, March 07, 2011 12:55 PM
To: Alfonsin, Lourdes
Cc: Foeman, Walter; Salerno, Patrick
Subject: RE: FW: Question on public notice

Thank you.

Sandra I. Murado, Attorney
Law Offices of Sandra I. Murado, P.A.
901 Ponce de Leon Boulevard, Suite 504
Coral Gables, Florida 33134
Tel. (305) 448-4300
Fax (305) 448-0600
www.muradolaw.com

--- On Mon, 3/7/11, Alfonsin, Lourdes <LAlfonsin@coralgables.com> wrote:

From: Alfonsin, Lourdes <LAlfonsin@coralgables.com>
Subject: RE: FW: Question on public notice
To: "Sandra Murado" <sandra@muradolaw.com>
Cc: "Foeman, Walter" <wfoeman@coralgables.com>, "Salerno, Patrick" <psalerno@coralgables.com>
Date: Monday, March 7, 2011, 12:47 PM

No.

Lourdes Alfonsin Ruiz
Interim City Attorney
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From: Sandra Murado [mailto:sandra@muradolaw.com]
Sent: Monday, March 07, 2011 12:46 PM
To: Alfonsin, Lourdes
Cc: Foeman, Walter; Salerno, Patrick
Subject: RE: FW: Question on public notice

If it is your office's policy "not [to] respond to legal questions posed by the general public", then I will ask you the one question that did not require a "legal answer" or "legal

1. Does any property in the City of Coral Gables have the "Communities Facilities" zoning designation?

Sandra I. Murado, Attorney
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--- On Mon, 3/7/11, Alfonsin, Lourdes <LAlfonsin@coralgables.com> wrote:

From: Alfonsin, Lourdes <LAlfonsin@coralgables.com>
Subject: RE: FW: Question on public notice
To: "Sandra Murado" <sandra@muradolaw.com>
Cc: "Foeman, Walter" <wfoeman@coralgables.com>, "Salerno, Patrick" <psalerno@coralgables.com>
Date: Monday, March 7, 2011, 12:25 PM

The legal department does not respond to legal questions posed by the general public.

Lourdes Alfonsin Ruiz
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From: Sandra Murado [mailto:sandra@muradolaw.com]
Sent: Friday, March 04, 2011 8:52 PM
To: Alfonsin, Lourdes
Cc: Foeman, Walter; Salerno, Patrick
Subject: Re: FW: Question on public notice

Ms. Alfonsin Ruiz:

While I appreciate you responding to my e-mail forwarded to you today by the City Clerk, I wanted to make clarify that I did **not** make a public records request.

Also, I would like to know the legal basis for your advising the Commission not to answer my factual questions. My questions were legal and factual in basis and not a single "Somerset" to preclude me from securing answers I have a right to know?

In the absence of the City Clerk, City Manager or Commission answering my question, I then pose the same questions I posed to them and request that you as the Interim C

1. When does the "Sunshine Law" **not** apply to the City's business, including negotiations that affect the expenditure of taxpayer dollars?
2. What are the public notice requirements for a change of zoning, including those proposed changes to the Comprehensive Plan?
 - a. Are only the "affected neighbors" living in close proximity given notice? If so, how and when is the notice provided?
 - b. If it is not just the "affected neighbors" that are given notice, then **how and when** is notice provided under those circumstance?
3. How are zoning designations that have **never** existed approved, such as the designation of "Community Facilities"?
4. Does **any** property in the City of Coral Gables have the "Communities Facilities" zoning designation?

I look forward to your responses.

Sandra I. Murado, Attorney
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--- On Fri, 3/4/11, Alfonsin, Lourdes <LAlfonsin@coralgables.com> wrote:

From: Alfonsin, Lourdes <LAlfonsin@coralgables.com>
Subject: FW: Question on public notice
To: sandra@muradolaw.com
Cc: "Foeman, Walter" <wfoeman@coralgables.com>, "Salerno, Patrick" <psalerno@coralgables.com>
Date: Friday, March 4, 2011, 3:17 PM

Ms. Murado:

The City Clerk forwarded your email to me this morning. I have reviewed your questions and wonder if this is a public records request? If so, please be advised that the City may refer you to the City Clerk's office. The City does not generally answer questions responsive to a public records request.

Also, based on the subject matter of the questions, Somerset, I have requested that the Commission not respond to your email, because that may be a violation of the Sunshine Law.

I look forward to your response.

Lourdes Alfonsin Ruiz
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lalfoncin@coralgables.com

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From: Foeman, Walter
Sent: Friday, March 04, 2011 8:49 AM
To: Alfonsin, Lourdes
Subject: FW: Question on public notice

From: Sandra Murado [mailto:sandra@muradolaw.com]
Sent: Friday, March 04, 2011 8:48 AM
To: Salerno, Patrick; Foeman, Walter
Cc: Slesnick, Donald; Kerdyk, William; Cabrera, Ralph; Anderson, Maria; Withers, Wayne
Subject: Question on public notice

Dear Gentlemen:

I hope you are both well.

I am taking your precious time to ask about application of the "Sunshine Law", as well as implementation of public notice requirements as it relates to proposed changes to the Comprehensive Plan?

I am copying the Commission on this e-mail so that I may receive their answers as well in the event they wish to do so. I would love to receive answers from them as well.

Here are my questions:

1. When does the "Sunshine Law" not apply to the City's business, including negotiations that affect the expenditure of taxpayer dollars?
2. What are the public notice requirements for a change of zoning, including those proposed changes to the Comprehensive Plan?
 - a. Are only the "affected neighbors" living in close proximity given notice? If so, how and when is the notice provided?
 - b. If it is not just the "affected neighbors" that are given notice, then how and when is notice provided under those circumstance?
3. How are zoning designations that have never existed approved, such as the designation of "Community Facilities"?
4. Does any property in the City of Coral Gables have the "Communities Facilities" zoning designation?

I am copying the Commission on this e-mail so that I may receive their answers as well.

As usual, I appreciate your commitment to excellence and public service.

Respectfully,

Sandra I. Murado, Attorney
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1 IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
2 CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

3 CIRCUIT CIVIL DIVISION

4 CASE NO: 10-36228 CA 03

5 SOMERSET, INC., a Florida
6 Non-Profit Corporation,

7 Plaintiff,

8 vs.

9 CITY OF CORAL GABLES. FLORIDA, a
10 municipal corporation of the
11 State of Florida,

12 Defendant.

13 Miami-Dade County Courthouse

14 73 West Flagler Street

15 Miami, Florida

16 Tuesday, 1:31 to 4:30 p.m.

17 July 20, 2010

18
19 ** EXCERPT OF PROCEEDINGS **

20 TESTIMONY OF ANDREINA FIGUEROA

21
22
23 This cause came on for hearing before the
24 Honorable Jennifer Bailey, Circuit Court Judge, in
25 Courtroom 6-2, pursuant to notice.

1 APPEARANCES:
2 ATTORNEYS FOR PLAINTIFF

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22
23 BY: ROBERT K. LINCOLN, ESQUIRE
24 STACY DILLARD-SPAHN, ESQUIRE
25

(Appearances continued on next page)

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APPEARANCES CONTINUED:

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(Appearances continued on next page)

1 APPEARANCES CONTINUED:

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12 ALSO PRESENT:

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STANLEY PRICE, ESQUIRE

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EVE BOUTSIS, ESQUIRE

15

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WITNESS

PAGE

ANDREINA FIGUEROA

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MR. JIMENEZ: All right. So, given that, just for a few background matters and a few additional matters, I would call Andreina Figueroa. She is the Chair of Somerset.

THE COURT: Oh, there is no chair here for the witness.

THE BAILIFF: Yes. I'm getting it.

THE COURT: Thank you.

Good morning. I'm going to ask you to pull that chair up, because that black thing is a microphone, and I want to make sure that everyone can hear you.

Then if you would state your name and spell it for the court reporter, after you have been sworn by the clerk.

THE CLERK: Please remain standing and raise your right hand, please.

(Witness duly sworn by the Clerk.)

THE WITNESS: I do.

THE CLERK: Thank you.

1 Thereupon:

2 ANDREINA FIGUEROA

3 was called as a witness on behalf of the plaintiff
4 and, having been first duly sworn and responding,
5 "I do," was examined and testified as follows:

6 THE COURT: All right. Please have a
7 seat, and state your name and spell it.

8 THE WITNESS: Andreina Figueroa.

9 Andreina Figueroa, A-n-d-r-e-i-n-a,
10 Figueroa F-i-g-u-e-r-o-a.

11 THE COURT: All right. Go ahead.

12 DIRECT EXAMINATION

13 BY MR. JIMENEZ:

14 Q. What is your relationship with Somerset?

15 A. I'm currently the board chair of Somerset
16 Academy, Inc.

17 Q. And what do you do in that capacity?

18 A. The board is responsible for the
19 governance and to ensure the responsibilities that
20 are given to us by the school district and by the, by
21 the State.

22 Q. And what type of company is Somerset,
23 Inc.?

24 A. Somerset is a not-for-product 501(3) --
25 501(3)(c) [sic]. Sorry. Yes.

1 Q. And how many schools does Somerset
2 currently operate?

3 A. In '09, we currently operated about twenty
4 schools across the state.

5 Q. And could you briefly describe what those
6 are?

7 A. Currently, we operate K-12s. Actually,
8 some do have some pre-Ks. They are all --

9 Well, all of our schools are "A" schools
10 except for one that is a "B" school.

11 We operate high -- All or almost all of
12 our schools have a high demand for students, for
13 waiting lists, for slots, and we are actually SACS
14 accredited, the only one, as a system, the only one
15 in the nation that is SACS accredited as a whole.

16 Q. What does that mean, SACS accredited?

17 A. SACS accredited means that the Southern
18 Accreditation of Colleges comes down. They spend
19 here about a week, they go through all of our books.
20 It is something that the high schools have to go
21 through, but we have actually gone through it as a
22 whole system. So all of our schools are SACS
23 accredited.

24 Q. All right. Are you generally familiar
25 with the funding mechanisms that the State of Florida

1 has for charter schools?

2 A. Yes. Charter schools are funded on a
3 per-student basis. It is roughly about 6,000 per
4 year.

5 With that 6,000 -- Well, actually,
6 Miami-Dade County holds 5 percent of that 6,000 per
7 student basis that we are funded with through the
8 state, through the FD -- through the FDFP program.

9 Q. Do you know if that is more or less than a
10 traditional public school gets per student?

11 A. The 6,000 is the same as a traditional
12 public school, but the school district holds
13 5 percent for administrative services.

14 Q. And does the school receive additional
15 funds from the state?

16 A. Currently, no. Some schools --

17 Q. I'm sorry. The schools?

18 A. Well, traditional public schools receive
19 capital outlay dollars, and they also receive two mil
20 dollars.

21 The school districts here in Dade County
22 roughly receive an additional 2,000 on a per-student
23 basis to two mil, which the school districts
24 currently do not share with the charter schools here
25 in Dade County. As well, they also receive

1 additional capital outlay dollars, which we only
2 receive about 300, about 300-per-student basis, and
3 theirs is about, roughly, about an additional, like,
4 2,000.

5 Q. So \$300 versus \$2,000?

6 A. Correct.

7 Q. And what challenges does that pose to
8 schools like the Somerset Schools?

9 A. Well, we currently don't have capital
10 funding, so it's really hard for us to start up for,
11 for grants, actually, for capital outlay to build and
12 to renovate at the level that the school districts
13 do.

14 So we actually have to do more with less,
15 because we have to do with only that 6,000 that is
16 given to us per FTE, and that's it on a student
17 basis.

18 And we try to -- Our schools are
19 actually also trying to compete with the traditional
20 public schools, but we actually try to also do more,
21 and that is why our schools, all of our schools are
22 doing exceptionally well.

23 Q. All right. Let's go now to this
24 particular proposed school that this location.

25 Are you familiar with the UBC facility?

1 A. Yes, I am.

2 Q. And have you gone there?

3 A. Yes, I have toured the school.

4 I sorry. I have toured the church. It is
5 60,000 square feet, it has, you know, three
6 playgrounds, it has got a media center, it has got a
7 nice cafeteria, 35 classrooms. I mean, it has more
8 than enough space for the amount of students that we
9 would like to put there.

10 Q. Okay. And what number of students is
11 that?

12 A. We would like to, to do with our charter
13 675.

14 Q. Okay. Now, at a 110-student limitation,
15 which is the current allowed student population based
16 on the Certificate of Use that the City did issue, is
17 the school financially viable?

18 A. Yes, at year one. But, you know, we will,
19 we will -- We will have some successful -- you know,
20 some very tough, you know, decisions that we will
21 have to make that can trigger for us to default our
22 contract with the school district.

23 The school district and the state --

24 The school district can shut us down for
25 two reasons, performance and financial stability.

1 And with 110, after year one, it will be very
2 extremely impossible. At 110, it is still very
3 extremely impossible to, to operate properly at the
4 level that Somerset is used to doing to ensure that
5 our students are receiving a top-notch education.

6 Q. Why is that? Can you be more specific?

7 A. You know, we have to do exactly what the
8 school districts do, which is, you know, ensure that
9 all of our teachers are state accredited. But we
10 also want to ensure that we have, you know, reading
11 coaches, that we have the proper soft -- the proper
12 programs, the proper curriculum, proper books. And,
13 you know, with the 110, we won't be able to hire the,
14 the -- enough staff to ensure that our students are
15 receiving that education that we feel will get them,
16 you know, top quality education.

17 Q. All right. Now, how many students have
18 applied, if you know, for enrollment this coming
19 school year at the proposed school?

20 A. We have about 1300 applicants that are
21 interested in Somerset Gables. That is much more
22 than the 675 that we anticipate.

23 Q. Are you familiar with, if there is one,
24 the radius of individuals --

25 A. Yes.

1 Q. -- or any parameters that are out there
2 that apply to those who can actually apply to the
3 school?

4 A. Anyone can apply, but the actual board
5 decided to adopt a resolution that we -- that a
6 preference, you know, for the lottery -- because
7 everything is done in a lottery -- will be given to a
8 two-mile radius of the school. And it's because we
9 want to be good neighbors. So we felt that a
10 two-mile radius would really encompass it becoming a
11 neighbor, a neighbor school.

12 Q. Okay. So are you saying that those with
13 two miles of the proposed location would have a
14 preference in the lottery?

15 A. Correct. And if there is not --
16 What happens is is that let's say in third
17 grade, if there's only fifty students that live
18 within the two-mile radius, they would be able to get
19 a preference within that lottery. So that doesn't
20 mean that only in third grade and only those accepted
21 will be in that two-mile radius, because we don't
22 have enough students to fill that grade. But we will
23 be giving, you know, in a sense, a preference to
24 those, to those students that live within the
25 two-mile radius.

1 Q. Okay. Have you met with the parents of
2 students who are interested in enrolling their
3 children at the school?

4 A. Yes, we had a parent meeting back in May,
5 I believe. I'm sorry, I don't have the exact date.

6 I know it was a standing-room-only meeting
7 at the Biltmore. And it was a huge turnout.

8 I am receiving phone calls from parents,
9 you know, that they are going -- you know, that are
10 very much interested in the school.

11 As a mom, it breaks my heart to hear their
12 stories. You know, for example, one stated that, you
13 know, she is going through problems with her, with
14 her --

15 THE COURT: Okay. We're getting a little
16 far afield.

17 MR. JIMENEZ: Okay. Yes.

18 THE COURT: Let me just be clear, because
19 we have a large audience here today.

20 The question is not whether Somerset is a
21 fine charter school provider.

22 MR. JIMENEZ: I understand that.

23 THE COURT: The question is not whether
24 the Gables needs a charter school. The
25 question is not whether these children should

1 go to a charter school. The question is not
2 whether they would get a better education at a
3 charter school versus Gables Elementary or
4 Carver.

5 The question is only does Somerset have
6 to comply with the land use regulations of
7 Coral Gables or not? And we need to stay very
8 focused on that very narrow issue.

9 MR. JIMENEZ: I understand, Your Honor.

10 There are, however, and --

11 Well, okay. I understand. And I will be
12 brief with this witness. My questions goes to
13 our irreparable harm arguments.

14 THE COURT: And I would probably at this
15 point need argument as to how the Court would
16 be able -- The Court can certainly consider
17 irreparable harm to the plaintiff who brought
18 this, this would be Somerset.

19 MR. JIMENEZ: Right.

20 THE COURT: Respectfully, the parents did
21 not attempt to join this until today, and the
22 Court is not in a position to consider their
23 attempt to joinder --

24 MR. JIMENEZ: I understand.

25 THE COURT: -- at this point in time,

1 because it simply wasn't filed early enough in
2 the proceeding.

3 So I'm not sure that the Court can
4 properly consider even the question as to
5 whether or not the ability to go to a charter
6 school or not in the upcoming school year
7 amounts to irreparable harm or not, given the
8 fact that the parents are not in the case at
9 this point in time.

10 MR. JIMENEZ: We can address that when we
11 have argument.

12 THE COURT: Okay.

13 MR. JIMENEZ: I wanted to give the Court
14 the background on the parents and --

15 THE COURT: Well, it is really not
16 relevant at this point --

17 MR. JIMENEZ: Okay.

18 THE COURT: -- until I determine that it
19 is relevant.

20 I will let you call her back,
21 respectfully, Ms. Figueroa --

22 It is Figueroa?

23 THE WITNESS: Yes.

24 THE COURT: I will let you call
25 Ms. Figueroa back up to the stand should it

1 become clear that that is relevant.

2 MR. JIMENEZ: Okay.

3 THE COURT: At this point in time, it
4 does not appear to the Court -- although
5 imminently worthy of respect -- that it is
6 relevant, given the very narrow issue of the
7 day, and the fact that the plaintiffs -- the
8 parents did not seek to enter the lawsuit until
9 this morning.

10 MR. JIMENEZ: All right.

11 THE COURT: For the same reason that I
12 didn't let the neighbors in, it's an equivalent
13 application of justice.

14 MR. JIMENEZ: Well, Your Honor --

15 And I don't want to argue it at this
16 point this time. The only reason that the
17 parents intervened at this late juncture is
18 because on Friday, which was not that long ago,
19 we got a memo from the City saying that we did
20 not have standing to vindicate the rights of
21 the parents.

22 So we're addressing an argument that was
23 made. So it is not a question of --

24 THE COURT: That may be the case, but it
25 doesn't change the legal standard --

1 MR. JIMENEZ: My understand.

2 THE COURT: -- which is that I need to
3 look at this case in the context of the issue
4 that is before the Court.

5 MR. JIMENEZ: And that's fine, Your
6 Honor.

7 I think that I hear the Court loud and
8 clear. So I'm going to wrap up with
9 Ms. Figueroa at this time.

10 And I will just go right to the issue
11 that the Court wants to hear.

12 THE COURT: Okay. Wait.
13 Cross?

14 MR. JIMENEZ: Oh. If you have any
15 questions --

16 MR. FERTIG: I do, briefly, Your Honor.

17 THE COURT: All right. Go ahead.

18 CROSS-EXAMINATION

19 BY MR. FERTIG:

20 Q. Ms. Figueroa, I'm Mike Fertig. I
21 represent the City of Coral Gables.

22 In your capacity -- I understand you are
23 president of the --

24 A. Chair/President, yes.

25 Q. Okay. Were you involved in any

1 negotiations regarding the leasing of the University
2 Baptist Church?

3 A. Yes, I was.

4 THE COURT: Okay. I'm going to need you
5 to either tilt that microphone up or talk
6 louder, Mr. Fertig.

7 MR. FERTIG: Yes, Your Honor. I wish it
8 would --

9 THE COURT: Whoa.

10 MR. FERTIG: Whoa. And this is on TV,
11 too. Great.

12 BY MR. FERTIG:

13 Q. The date of the lease --

14 A. Yes?

15 Q. Have you seen the lease?

16 A. Yes, I have.

17 Q. You entered the lease, Somerset did, on
18 May 1st, 2010?

19 A. Correct.

20 Q. At that time, were you familiar with a
21 legal memorandum that was issued by City Attorney
22 Elizabeth Hernandez that essentially said that
23 Somerset needed to go through the zoning process in
24 the City of Coral Gables, the conditional use
25 process?

1 A. I personally was not.

2 Q. Okay. Have you become aware of that?

3 A. Yes, I have.

4 Q. Okay. And did you understand or do you
5 understand that that legal memorandum, issued by
6 Ms. Hernandez, predated the date of Somerset signing
7 this lease?

8 In other words, it was issued in April,
9 and you signed the lease in May, correct?

10 A. Well, that was the final lease. We
11 actually were in negotiations prior to that May 1st
12 signature.

13 Q. All right. How long had you been in
14 negotiations?

15 A. Officially, since -- I believe it was
16 April. I mean, that they finally got approval
17 through, through their elders since April. But we
18 actually started negotiations, the actual board,
19 prior to my, to my joining -- to my being chair was
20 back in -- Conversations started back in '09.

21 Q. Okay. In fact, isn't it true that on
22 July 1st, 2009 there was something sent to the office
23 of the Superintendent of Schools that Somerset Grace
24 would be located at 624 Anastasia Avenue, Coral
25 Gables, Florida?

1 A. Yes.

2 Q. Somerset Grace will serve a maximum of 675
3 students in kindergarten through grade eight?

4 A. Correct.

5 Q. Okay. And this was back on July 1st of
6 2009?

7 A. Correct. But conversation stopped.

8 Q. Okay.

9 A. Because they actually had some other
10 conversations with some other potential players for
11 the church.

12 Q. Now, you had also --

13 You were asked some questions by
14 Mr. Jimenez regarding the Dade County School Board --

15 A. Correct.

16 Q. -- and what they require. There is a
17 checklist, correct?

18 A. Correct.

19 Q. Which has been entered as an exhibit here
20 for the Court to review later on. Are you familiar
21 with that checklist?

22 A. Yes, I am.

23 Q. Okay. And have all of the things been
24 obtained on the checklist, including your Certificate
25 of Use?

1 A. As of right now, we have with 110,
2 absolutely.

3 Q. So as of today, you could walk over to the
4 Dade County School Board and fulfill all of the
5 requirements on this checklist, notwithstanding
6 whatever the Court does here regarding your 675
7 application?

8 A. Correct.

9 MR. FERTIG: Okay. I don't have any
10 further questions. Thank you.

11 MR. JIMENEZ: No questions.

12 THE COURT: Any redirect?

13 MR. JIMENEZ: No.

14 THE COURT: Ma'am, you may step down.

15 And thank you.

16 (Witness excused but remained in the
17 courtroom.)

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HEARING CERTIFICATE

I, NANCY GILBERT, Registered Merit Reporter, Registered Diplomate Reporter, Certified Realtime Reporter, Florida Professional Reporter, certify that I was authorized and did stenographically report the foregoing proceedings and that this transcript is a true and correct record of an EXCERPT of the proceedings before the Court.

I further certify that I am not a relative, employee, attorney, or counsel for any of the parties nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this 18th day of March, 2011.

NANCY GILBERT
Florida Professional Reporter
Registered Merit Reporter
Registered Diplomate Reporter
Certified Realtime Reporter

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Planning Department Application

City of Coral Gables
Planning Department
405 Biltmore Way
Coral Gables, Florida 33134

Telephone: (305) 460-5211
Fax: (305) 460-5327
Email: planning@coralgables.com
Website: www.coralgables.com

INSTRUCTIONS: Please print or type all information. The application must be filled out accurately and completely. Attach additional sheets if necessary. If an item does not apply, write N/A (Not Applicable).

The undersigned applicant(s)/agent(s) request the following (please check all that apply):

- Amendment to previously approved Ordinance/Resolution
- Annexation
- Change of Zoning District
- Comprehensive Plan Map – Small Scale Amendment
- Comprehensive Plan Map – Large Scale Amendment
- Comprehensive Plan Text Amendment
- Conditional Use – Administrative Review
- Conditional Use – Public Hearing Review
- Development Agreement
- Development of Regional Impact (DRI)
- Development of Regional Impact (DRI) – Notice of Proposed Change
- Planned Area Development (PAD)
- Restrictive Covenants and/or Easements
- Site Plan Review
- Site Plan Review – Mixed-Use
- Separation/Establishment of a Building Site
- Subdivision Review or Tentative Plat
- Transfer of Development Rights Receiving Site Plan Application
- University of Miami Campus Area Development Plan
- Zoning Code Text Amendment
- Other: _____

for the following address 624 Anastasia Avenue, Coral Gables, FL 33132

for a parcel of land/project known as Somerset Academy

Street/property address of the subject property: 624 Anastasia Ave., Coral Gables, FL 33134

Property name: University Baptist Church

Legal description: Lot(s) _____

Block(s) 116 Section Country Club Section Part 6

Present land use classification(s): Religious/Institutional

Present zoning classification(s): Special Use District S

Proposed land use classification(s) (if applicable): Community Services and Facilities

Proposed zoning classification(s) (if applicable): No change ?

Property Owner: The University Baptist Church of Coral Gables, Inc.

Property Owner Mailing Address: 624 Anastasia Avenue, Coral Gables, FL 33134

Telephone: Business (305) 448-4425 Fax () _____

Home () _____ Email _____@_____

Applicant(s)/Agent(s): Laura L. Russo, Esq., Attorney for Somerset Academy
Applicant(s)/Agent(s) Mailing Address: 2655 LeJeune Rd., #201, Coral Gables, FL 33134
Telephone: Business (305) 476-8300 ext. 12 Fax (305) 476-8383
Cell (305) 801-9002 Email Laura @ Laurarussolaw.com

Supporting information. Applicants are required to schedule a preapplication conference with Planning Department Staff. The items checked below are required to be submitted with this application. Please refer to the Planning Department Development Review Process Handbook, Section 3.0, for an explanation of each item. If necessary, attach additional sheets to application. All correspondence must be submitted in typewritten form. The Planning Department reserves the right to request additional information as necessary.

- Aerial.
- Attainable/affordable housing plan.
- Annexation supporting materials.
- Application/agent authorization.
- Application filing fees.
- Application representation.
- Application submittal - number of copies.
- Appraisal.
- Architectural/building elevations.
- Comprehensive Plan text amendment justification.
- Comprehensive Plan analysis.
- Concurrency impact statement.
- Environmental assessment.
- Historic contextual study and/or historical significance determination.
- Landscape plan.
- Market study.
- Massing model/3D computer model.
- Miami-Dade County Conflict of Interest and Code of Ethics (Lobbyist form).
- Ordinances, resolutions, covenants, development agreements, etc. previously granted for the property.
- Photographs of existing, adjacent uses/streetscape.
- Planned Area Development (PAD) property owners authorization.
- Plat.
- Property owners list and radius map.
- Property survey and legal description.
- Public school preliminary concurrency analysis (residential land use/zoning applications only).
- Site plan and supporting information.
- Statement of use.
- Streetscape master plan.
- Traffic impact statement.
- Traffic impact study.
- Utilities consent.
- Vegetation survey.
- Zoning Analysis - Preliminary (approved by Building and Zoning).
- Zoning Code text amendment justification.
- Other _____

- Digital Media Requirements.** All applications, correspondence, mapping, charts, etc. must be submitted in digital media format. The media format requirements are as follows:
- a. Two (2) compact discs (CDs) containing PDF files.
 - b. The discs shall be labeled on the top of the CD with the applicant(s) name, project name and date of submittal.
 - c. The CD shall contain a "Table of Contents" which identifies all PDF file name(s).
 - d. Each document on the CD shall be divided into separate PDF files to avoid the creation of large PDF files (i.e., application for site plan approval, site plan mapping, elevation drawing, etc.).
 - e. Maximum PDF file size is 10 Megabytes.
 - f. PDF quality. Please ensure that all document information is legible.

Affirmation. (I) (We) affirm and certify to all of the following:

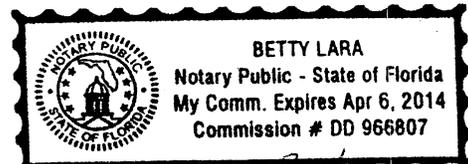
- a. Authorize the applicant(s)/agent(s) identified herein to file this application and act on behalf of the property owner(s) and any valid City of Coral Gables entitlements that are in effect.
- b. This request, application, application supporting materials and all future supporting materials complies with all provisions and regulations of the Zoning Code, Comprehensive Land Use Plan and Code of Ordinances of the City of Coral Gables unless identified and approved as a part of this application request or other previously approved applications. Applicant understands that any violation of these provisions renders the application invalid.
- c. That all the information contained in this application and all documentation submitted herewith is true to the best of (my) (our) knowledge and belief.
- d. Understand that the application, all attachments and fees become a part of the official records of the City of Coral Gables and are not returnable.
- e. Failure to provide the information necessary pursuant to the established time frames included but not limited to application submittal, submission of revised documents, etc. for review by City Staff and the designated reviewing entity may cause application to be deferred without further review until such time the requested information is submitted.
- f. All representatives of the application have registered with the Miami-Dade County Clerk's office as a lobbyist, in accordance with "Miami-Dade County Code," Section 2-11.1, as amended.
- g. Understand that additional costs may be incurred and assessed to applicants as a result of consultant fees paid by City to complete a comprehensive review of submitted applications or supplemental documentation including but not limited to the following consultant services: property appraisals; traffic impact analyses; vegetation/environmental assessments; archeological/historic assessments; market studies; engineering studies or reports; and legal fees. Such fees shall be assessed by the Department upon finalization of the application review. Failure to pay the above fees within 60 days of written notification of the City shall result in discontinuance of any further reviews, inspections, approvals, etc. or issuance of a stop work order, as applicable or other appropriate action as permitted under the provisions of the Zoning Code or Code of Ordinances.

Property Owner(s) Name: University Baptist Church of Coral Gables, Inc.		Property Owner(s) Signature: By: William White, President	
Address: 624 Anastasia Avenue, Coral Gables, FL 33134			
Telephone: 305-448-4425	Fax: 305-444-3806	E-mail: bill.white@ubcmiami.org	
<input checked="" type="checkbox"/> Proof of Ownership (Submit Warranty Deed/Tax Record)			

NOTORIZATION

STATE OF FLORIDA/COUNTY OF

The foregoing instrument was acknowledged before me this 29th day of July, 2010, by William White
 (Signature of Notary Public – State of Florida)



(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification: Type of Identification Produced Personally Known

Contract Purchaser(s) Name:		Contract Purchaser(s) Signature:	
Address:			
Telephone:	Fax:	E-mail:	
<input type="checkbox"/> Copy of executed contract			
NOTORIZATION			
STATE OF FLORIDA/COUNTY OF			
The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ (Signature of Notary Public – State of Florida)			
(Print, Type or Stamp Commissioned Name of Notary Public)			
<input type="checkbox"/> Personally Known OR <input type="checkbox"/> Produced Identification; Type of Identification Produced _____			

Applicant(s)/Agent(s) Name: For Somerset Academy Laura L. Russo, Esq.		Applicant/A <i>Laura Russo</i>
Address: 2655 LeJeune Rd., #201, Coral Gables, FL 33134		
Telephone: 305-476-8300 ext. 12	Fax: 305-476-8383	E-mail: <u>Laura@laurarussolaw.com</u>
Will the applicant be represented by an attorney at public hearing(s)?		
<input checked="" type="checkbox"/> Yes (please provide contact information)		
<input type="checkbox"/> No		

NOTORIZATION	
STATE OF FLORIDA/COUNTY OF	
The foregoing instrument was acknowledged before me this <u>29th</u> day of <u>July</u> , <u>2010</u> , by <u>Laura L. Russo</u> (Signature of Notary Public – State of Florida)	
	
(Print, Type or Stamp Commissioned Name of Notary Public)	
<input checked="" type="checkbox"/> Personally Known OR <input type="checkbox"/> Produced Identification; Type of Identification Produced <u><i>Jael Pineda</i></u>	



[Previous on List](#) [Next on List](#) [Return To List](#)

Entity Name Search

No Events No Name History

Submit

Detail by Entity Name

Florida Limited Liability Company

CIVICA LLC

Filing Information

Document Number L04000036279
FEI/EIN Number 030541896
Date Filed 05/12/2004
State FL
Status ACTIVE

Principal Address

8323 NW 12 ST
SUITE 106
DORAL FL 33126

Changed 01/03/2011

Mailing Address

8323 NW 12 ST
SUITE 106
DORAL FL 33126

Changed 01/03/2011

Registered Agent Name & Address

LLANES, ROLANDO
8323 NW 12 ST
SUITE 106
DORAL FL 33126 US

Address Changed: 01/03/2011

Manager/Member Detail

Name & Address

Title MGR

LLANES, ROLANDO
8323 NW 12 ST STE 106
DORAL FL 33126

Title MGR

LLANES, LUCY
8323 NW 12TH STE 106
DORAL FL 33126

Annual Reports

Report Year	Filed Date
2009	02/02/2009
2010	01/05/2010
2011	01/03/2011

Document Images

[01/03/2011 -- ANNUAL REPORT](#)

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[02/06/2006 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[02/04/2005 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[05/12/2004 -- Florida Limited Liabilites](#)

[View image in PDF format](#)

Note: This is not official record. See documents if question or conflict.

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Entity Name Search

No Events

No Name History

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State of Florida, Department of State

L04000036279

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700030833947

OFFICE OF THE
TALLAHASSEE, FLORIDA

04 MAY 12 AM 9:28

FIL ED

DIVISION OF CORPORATIONS

04 MAY 12 PM 2:43

BK



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 641578 131879A

AUTHORIZATION :

Patricia Piquero

COST LIMIT : \$ 125.00

FILED
04 MAY 12 AM 9:28
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ORDER DATE : May 12, 2004

ORDER TIME : 12:22 PM

ORDER NO. : 641578-005

CUSTOMER NO: 131879A

CUSTOMER: Ms. Annette Frances
Ignacio G. Zulueta, P.a.

Suite 3-i
6255 Bird Road
Miami, FL 33155

DOMESTIC FILING

NAME: CIVICA, LLC

EFFECTIVE DATE:

- ARTICLES OF INCORPORATION
- CERTIFICATE OF LIMITED PARTNERSHIP
- ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

- CERTIFIED COPY
- PLAIN STAMPED COPY
- CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight - EXT. 2956

EXAMINER'S INITIALS: _____

ARTICLES OF ORGANIZATION
FOR
CIVICA LLC, A FLORIDA LIMITED LIABILITY COMPANY

FILED
04 MAY 12 AM 9:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I-NAME:

The name of the Limited Liability Company is:

Civica LLC, a Florida limited liability company

ARTICLE II - ADDRESS:

The Mailing Address of the principal office of the Limited Liability Company is:

c/o Rolando Llanes
Address: 5910 SW 35th Street
Miami, Florida 33155

ARTICLE III - TERM:

The period of duration of the Limited Liability Company is:

Perpetual

ARTICLE IV - MANAGEMENT:

The Limited Liability Company is to be managed by the Manager member(s) and said Manager member(s) are as follows:

Rolando Llanes
Address: 5910 SW 35th Street
Miami, Florida 33155

ARTICLE V - ADMISSION OF ADDITIONAL MEMBERS:

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be:

New members may be admitted upon the approval by all of the then existing members of the Limited Liability Company.

ARTICLE VI - MEMBERS RIGHTS TO CONTINUE BUSINESS:

The right, if given, of the remaining members of the if given, of the Limited Liability Company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Limited Liability Company shall be:

The remaining members may continue operating the business provided that the occurrence of any of the foregoing events shall not result in the admission of a replacement member (such as in the event of a judicial or administrative proceeding) that is not acceptable to the remaining members.

MANAGER MEMBER:

A handwritten signature in black ink, appearing to read 'Rolando Llanes', written over a horizontal line.

By:

Name: Rolando Llanes

Date: May 11, 2004

CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTIONS 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

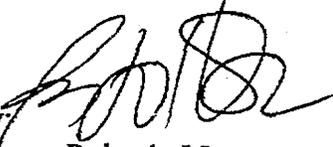
1. The name of the Limited Liability Company is:

Civica LLC, a Florida limited liability company

2. The name and street address of the registered agent are:

Name: Rolando LLanes
Address: 5910 SW 35th Street
Miami, Florida 33155

Having been named as registered agent and to accept services of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

By 

Name: Rolando LLanes

2005 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 04, 2005 8:00 am
Secretary of State

02-04-2005 90102 018 ****55.00

DOCUMENT # L04000036279

1. Entity Name
CIVICA LLC



Principal Place of Business
**C/O ROLANDO LLANES
 5910 SW 35TH STREET
 MIAMI, FL 33155**

Mailing Address
**C/O ROLANDO LLANES
 5910 SW 35TH STREET
 MIAMI, FL 33155**

2. Principal Place of Business
 Suite, Apt. #, etc.

3. Mailing Address
 Suite, Apt. #, etc.

City & State

Zip Country Zip Country

000010JJ



01182005 Chg-LLC CR2E083 (10/03)

4. FEI Number
03-0541896

Applied For
 Not Applicable

5. Certificate of Status Desired **\$5.00 Additional Fee Required**

6. Name and Address of Current Registered Agent

**LLANES, ROLANDO
 5910 SW 35TH STREET
 MIAMI, FL 33155**

7. Name and Address of New Registered Agent

Name
 Street Address (P.O. Box Number is Not Acceptable)
 City **FL** Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE _____ (NOTE: Registered Agent signature required when reinstating) DATE _____

Filing Fee is \$50.00 Due by May 1, 2005

Make check payable to Florida Department of State

9. MANAGING MEMBERS/MANAGERS

10. ADDITIONS / CHANGES

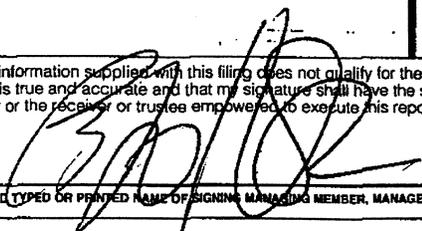
TITLE **MGR** Delete
 NAME **LLANES, ROLANDO**
 STREET ADDRESS **5910 SW 35TH STREET**
 CITY-ST-ZIP **MIAMI, FL 33155**

Change Addition

TITLE Delete
 NAME
 STREET ADDRESS
 CITY-ST-ZIP

Change Addition

11. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE:  **2/1/05**

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING MANAGING MEMBER, MANAGER, OR AUTHORIZED REPRESENTATIVE Date Daytime Phone #

2006 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 06, 2006 8:00 am
Secretary of State

02-06-2006 90170 034 ****55.00

20005191



DOCUMENT # L04000036279			
1. Entity Name CIVICA LLC			
Principal Place of Business C/O ROLANDO LLANES 5910 SW 35TH STREET MIAMI, FL 33155		Mailing Address C/O ROLANDO LLANES 5910 SW 35TH STREET MIAMI, FL 33155	
2. Principal Place of Business 8323 NW 12 ST Suite, Apt. #, etc. Ste 206		3. Mailing Address 8323 NW 12 ST Suite, Apt. #, etc. Ste 206	
City & State Doral, FL		City & State Doral, FL	
Zip 33126	Country	Zip 33126	Country

01192006 Chg-LLC CR2E083 (11/05)

4. FEI Number 03-0541896	Applied For Not Applicable
5. Certificate of Status Desired <input checked="" type="checkbox"/> \$5.00 Additional Fee Required	

6. Name and Address of Current Registered Agent LLANES, ROLANDO 5910 SW 35TH STREET MIAMI, FL 33155		7. Name and Address of New Registered Agent Name Llanes, Rolando Street Address (P.O. Box Number is Not Acceptable) 8323 NW 12 ST Ste 206 City Doral, FL Zip Code 33126	
--	--	---	--

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE _____ (NOTE: Registered Agent signature required when reinstating) DATE _____

Filing Fee is \$50.00 Due by May 1, 2006

Make check payable to Florida Department of State

9. MANAGING MEMBERS/MANAGERS		10. ADDITIONS/CHANGES	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	MGR LLANES, ROLANDO 5910 SW 35TH STREET MIAMI, FL 33155 <input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	MGR Llanes, Rolando 8323 NW 12 ST Ste 206 Doral, FL 33126 <input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	MBR Llanes, Lucy 8323 NW 12th St. Ste 206 Doral, FL 33126 <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition

11. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: _____

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING MANAGING MEMBER, MANAGER, OR AUTHORIZED REPRESENTATIVE

2/1/06 205 593-9959
 Date Daytime Phone #

2006 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 06, 2006 8:00 am
Secretary of State

02-06-2006 90170 034 ****55.00

20005191



DOCUMENT # L04000036279			
1. Entity Name CIVICA LLC			
Principal Place of Business C/O ROLANDO LLANES 5910 SW 35TH STREET MIAMI, FL 33155		Mailing Address C/O ROLANDO LLANES 5910 SW 35TH STREET MIAMI, FL 33155	
2. Principal Place of Business 8323 NW 12 ST Suite, Apt. #, etc. Ste 206		3. Mailing Address 8323 NW 12 ST Suite, Apt. #, etc. Ste 206	
City & State Doral, FL		City & State Doral, FL	
Zip 33126	Country	Zip 33126	Country
6. Name and Address of Current Registered Agent LLANES, ROLANDO 5910 SW 35TH STREET MIAMI, FL 33155		4. FEI Number 03-0541896	
		Applied For Not Applicable	
		5. Certificate of Status Desired <input checked="" type="checkbox"/> \$5.00 Additional Fee Required	
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.		7. Name and Address of New Registered Agent	
SIGNATURE _____		Name Llanes, Rolando	
Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating)		Street Address (P.O. Box Number is Not Acceptable) 8323 NW 12 ST	
		Ste 206	
		City Doral, FL	
		Zip Code 33126	
Filing Fee is \$50.00 Due by May 1, 2006		Make check payable to Florida Department of State	
9. MANAGING MEMBERS/MANAGERS		10. ADDITIONS/CHANGES	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	MGR LLANES, ROLANDO 5910 SW 35TH STREET MIAMI, FL 33155 <input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	MGR Llanes, Rolando 8323 NW 12 ST Ste 206 Doral, FL 33126 <input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	MBR Llanes, Licy 8323 NW 12 St. Ste 206 Doral, FL 33126 <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
11. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.			
SIGNATURE:		Date: 2/1/06 305 593-9959	
SIGNATURE AND TYPED OR PRINTED NAME OF CURRENT MANAGING MEMBER, MANAGER, OR AUTHORIZED REPRESENTATIVE		Daytime Phone #	

2007 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 01, 2007 8:00 am
Secretary of State

02-01-2007 90052 015 ****55.00

DOCUMENT # L04000036279

1. Entity Name
CIVICA LLC



Principal Place of Business
8323 NW 12 ST STE 206
~~5910 SW 35TH STREET~~
DORAL, FL 33126

Mailing Address
8323 NW 12 ST STE 206
~~5910 SW 35TH STREET~~
DORAL, FL 33126



2. Principal Place of Business - No P.O. Box #

3. Mailing Address

Suite, Apt. #, etc.

Suite, Apt. #, etc.

City & State

City & State

Zip Country Zip Country

01262007 Chg-LLC CR2E083 (12/06)

4. FEI Number
03-0541896

Applied For
 Not Applicable

5. Certificate of Status Desired **\$5.00 Additional Fee Required**

6. Name and Address of Current Registered Agent

LLANES, ROLANDO
8323 NW 12 ST STE 2069
DORAL, FL 33126

7. Name and Address of New Registered Agent

Name

Street Address (P.O. Box Number is Not Acceptable)

City **FL** Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE _____ (NOTE Registered Agent signature required when reinstating) DATE _____

Filing Fee is \$50.00
Due by May 1, 2007

Make check payable to
Florida Department of State

9. MANAGING MEMBERS / MANAGERS

TITLE	NAME	STREET ADDRESS	CITY-ST-ZIP	Delete
MGR	LLANES, ROLANDO	8323 NW 12 ST STE 206	DORAL, FL 33126	<input type="checkbox"/>
MGR	LLANES, LUCY	8323 NW 12TH STE 206	DORAL, FL 33126	<input type="checkbox"/>
				<input type="checkbox"/>

10. ADDITIONS / CHANGES

TITLE	NAME	STREET ADDRESS	CITY-ST-ZIP	Change	Addition
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

11. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE:  **1-29-07 309-593-9959**

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING MANAGING MEMBER, MANAGER, OR AUTHORIZED REPRESENTATIVE Date Daytime Phone #

2008 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 23, 2008 8:00 am
Secretary of State

01-23-2008 90023 028 ***143.75

00003237



01152008 No Chg-LLC CR2E083 (12/07)

4. FEI Number 03-0541896	Applied For Not Applicable
5. Certificate of Status Desired <input checked="" type="checkbox"/>	\$5.00 Additional Fee Required

DOCUMENT # L04000036279

1. Entity Name
CIVICA LLC



Principal Place of Business 8323 NW 12 ST STE 206 DORAL, FL 33126	Mailing Address 8323 NW 12 ST STE 206 DORAL, FL 33126
---	---

DO NOT WRITE IN THIS SPACE

6. Name and Address of Current Registered Agent

LLANES, ROLANDO
 8323 NW 12 ST STE 2069 ← Suite 206
 DORAL, FL 33126

DO NOT WRITE IN THIS SPACE

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE _____ (NOTE: Registered Agent signature required when reinstating) DATE _____

FILE NOW!!! FEE IS \$138.75
After May 1, 2008 Fee will be \$538.75

9. MANAGING MEMBERS/MANAGERS

TITLE NAME STREET ADDRESS CITY-ST-ZIP	MGR LLANES, ROLANDO 8323 NW 12 ST STE 206 DORAL, FL 33126
TITLE NAME STREET ADDRESS CITY-ST-ZIP	MGR LLANES, LUCY 8323 NW 12TH STE 206 DORAL, FL 33126
TITLE NAME STREET ADDRESS CITY-ST-ZIP	

DO NOT WRITE IN THIS SPACE

11. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: [Signature] 1/18/08 3055939959

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING MANAGING MEMBER, OR AUTHORIZED REPRESENTATIVE Date Daytime Phone #

2008 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 23, 2008 8:00 am
Secretary of State

01-23-2008 90023 028 ***143.75

00005237



01152008No Chg-LLC CR2E083 (12/07)

DOCUMENT # L04000036279

1. Entity Name
 CIVICA LLC



Principal Place of Business
 8323 NW 12 ST STE 206
 DORAL, FL 33126

Mailing Address
 8323 NW 12 ST STE 206
 DORAL, FL 33126

DO NOT WRITE IN THIS SPACE

4. FEI Number 03-0541896	Applied For Not Applicable
5. Certificate of Status Desired <input checked="" type="checkbox"/>	\$5.00 Additional Fee Required

6. Name and Address of Current Registered Agent

LLANES, ROLANDO
 8323 NW 12 ST STE 2069 ← Suite 206
 DORAL, FL 33126

DO NOT WRITE IN THIS SPACE

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE _____ (NOTE: Registered Agent signature required when reinstating) _____ DATE _____

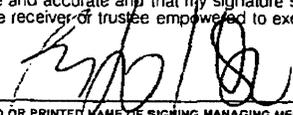
FILE NOW!!! FEE IS \$138.75
After May 1, 2008 Fee will be \$538.75

9. MANAGING MEMBERS/MANAGERS

TITLE NAME STREET ADDRESS CITY-ST-ZIP	MGR LLANES, ROLANDO 8323 NW 12 ST STE 206 DORAL, FL 33126
TITLE NAME STREET ADDRESS CITY-ST-ZIP	MGR LLANES, LUCY 8323 NW 12TH STE 206 DORAL, FL 33126
TITLE NAME STREET ADDRESS CITY-ST-ZIP	

DO NOT WRITE IN THIS SPACE

11. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE:  _____

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING MANAGING MEMBER, OR AUTHORIZED REPRESENTATIVE _____

Date: 1/18/08 2055939959 _____ Daytime Phone # _____

2009 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 02, 2009
Secretary of State

DOCUMENT# L04000036279

Entity Name: CIVICA LLC

Current Principal Place of Business:

8323 NW 12 ST STE 206
DORAL, FL 33126

New Principal Place of Business:

8323 NW 12 ST STE 106
DORAL, FL 33126

Current Mailing Address:

8323 NW 12 ST STE 206
DORAL, FL 33126

New Mailing Address:

8323 NW 12 ST STE 106
DORAL, FL 33126

FEI Number: 03-0541896 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

LLANES, ROLANDO
8323 NW 12 ST STE 2069
STE 206
DORAL, FL 33126 US

Name and Address of New Registered Agent:

LLANES, ROLANDO
8323 NW 12 ST STE 106
DORAL, FL 33126 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____ Date: 02/02/2009
Electronic Signature of Registered Agent

MANAGING MEMBERS/MANAGERS:

Title: MGR () Delete
Name: LLANES, ROLANDO
Address: 8323 NW 12 ST STE 206
City-St-Zip: DORAL, FL 33126

ADDITIONS/CHANGES:

Title: MGR (X) Change () Addition
Name: LLANES, ROLANDO
Address: 8323 NW 12 ST STE 106
City-St-Zip: DORAL, FL 33126

Title: MGR () Delete
Name: LLANES, LUCY
Address: 8323 NW 12TH STE 206
City-St-Zip: DORAL, FL 33126

Title: MGR (X) Change () Addition
Name: LLANES, LUCY
Address: 8323 NW 12TH STE 106
City-St-Zip: DORAL, FL 33126

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: ROLANDO LLANES MGR 02/02/2009
Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

2010 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 05, 2010
Secretary of State

DOCUMENT# L04000036279

Entity Name: CIVICA LLC

Current Principal Place of Business:

New Principal Place of Business:

8323 NW 12 ST STE 106
DORAL, FL 33126

Current Mailing Address:

New Mailing Address:

8323 NW 12 ST STE 106
DORAL, FL 33126

FEI Number: 03-0541896

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

LLANES, ROLANDO
8323 NW 12 ST STE 106
DORAL, FL 33126 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: LLANES, ROLANDO
Address: 8323 NW 12 ST STE 106
City-St-Zip: DORAL, FL 33126

Title: MGR
Name: LLANES, LUCY
Address: 8323 NW 12TH STE 106
City-St-Zip: DORAL, FL 33126

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: ROLANDO LLANES

MGR

01/05/2010

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date