



Memorandum



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To: Lourdes Gomez, Director
Regulatory and Economic Resources Department

From: Felix Jimenez, Inspector General

Date: September 12, 2022

Subject: Transmittal of OIG Administrative Case Closure Report *City of Hialeah Circumventing DERM by Issuing Temporary Business Tax Licenses*; Ref.: IG 19-0022-I

Attached please find an Office of the Inspector General (OIG) Administrative Case Closure Report. The investigation was referred to the OIG by the Division of Environmental Resources Management's (DERM's) Bureau Chief, following a report to DERM by the City of Hialeah's (City's) Director of Public Works. The Director of Public Works self-reported that City tax officials had authorized the issuance of 98 business licenses without first securing DERM's permit approval.

The OIG investigation found that the City, by circumventing DERM, had issued 98 business licenses in violation of Chapter 24 of the Code of Miami-Dade County and a Federal Consent Decree. The businesses, all located in areas with well fields under moratorium, overburdened pump stations, or defective sanitary sewer infrastructure, required DERM's review prior to issuance of any business operating licenses. The OIG investigation also found the city used an inapplicable ordinance to award the licenses and exacted initial and recurring fees from the businesses. The city has repealed the ordinance and returned the fees. The city has also entered into a Consent Agreement with DERM to address the violations and is well on its way to fully complying with its obligations under the agreement.

A copy of this report, as a draft was provided to the Honorable Esteban Bovo, Mayor of the City of Hialeah; the Honorable Carlos Hernandez, former City of Hialeah Mayor; and Mr. Ruben Suarez, former Administrator of the City's Business Tax Division for their review and submission of discretionary written responses. The OIG received a response from the City of Hialeah through the City's Attorney, Lorena Bravo; it is attached as Appendix A.

The OIG would appreciate being notified by DERM when the City achieves full compliance with the terms of the Consent Agreement.

cc: Jimmy Morales, Chief Operations Officer
Rashid Istambouli, Bureau Chief, DERM
Draft report recipients (under separate cover)



ADMINISTRATIVE CASE CLOSURE REPORT

Case Number: 19-0022-I

Case Title: City of Hialeah Circumventing DERM by Issuing Temporary Business Tax Licenses

Date: September 7, 2022

SYNOPSIS

The Miami-Dade County (County) Office of the Inspector General (OIG) initiated an investigation predicated on a referral from the Bureau Chief at the County's Division of Environmental Resources Management (DERM). According to the Chief, on May 29, 2019, Armando Vidal, Director of Public Works for the City of Hialeah (City), self-reported that City tax officials had authorized the issuance of 98 business licenses without first securing DERM permit approval, as required under Chapter 24 of the Code of Miami Dade County (County Code) and in violation of the Federal Consent Decree (FCD) between the County, the U.S. Environmental Protection Agency (EPA), and the Florida Department of Environmental Protection (DEP).

The OIG opened an investigation into the circumstances that led to the issuance of Temporary Business Tax (TBT) licenses, in circumvention of DERM's formal regulatory review processes. The OIG's investigation confirmed that from on or about 2016 through mid-2019, the City's Business Tax Division (BTD) implemented a plan to bypass DERM and allow businesses, such as restaurants, automotive paint and body shops, and cabinetry manufacturers, to operate without securing a DERM permit.

The OIG investigation found it was the BTD's Administrator, Ruben Suarez,¹ who misapplied a section of the City's fire code, not applicable by virtue of its language or its intent, as the basis for issuing TBT licenses without the requisite DERM permit approvals. The OIG investigation found participating businesses in Mr. Suarez's TBT license scheme were required to pay an upfront initial fee that was three times the cost of the annual license fee for the applicable business type. Thereafter, if the businesses wished to remain open, they were subjected to the annual cost of the Business Tax License, payable every 90-days. The investigation also showed that the TBT license plan further stressed already over-burdened pump stations operating above-capacity per the Nominal

¹ This report references the titles and official positions of Hialeah City Officials as they were at the time of the events detailed in this report.

Average Pump Operating Time (NAPOT)² readings and with a fragile underground wastewater pipeline infrastructure.

During the OIG investigation, DERM sought to bring the City into compliance with Chapter 24 of the County Code and the FCD. DERM's negotiations with the City resulted in a Consent Agreement that identified the non-compliance issues, created timetables for corrective actions, and how those corrective actions were to be monitored and documented. In January 2020, the City Council voted unanimously to approve the Consent Agreement with DERM.³ In February 2020, the City Council voted unanimously to repeal the misapplied TBT code section and to return all monies paid by the affected business owners.⁴ The City returned a total of \$255,050.13 to business owners for fees paid for the TBT licenses. The City has acknowledged its violations, agreed to pay a \$75,000 civil fine, and agreed to reporting and compliance requirements, all as part of the Consent Agreement. Finally, the OIG presented the case to the United States Attorney's Office for the Southern District of Florida (USAO-SDFL) and to the Miami-Dade State Attorney's Office (SAO) to consider charges against individual officials and/or the City of Hialeah, for their actions in violation of the FCD. Prosecution was declined by both offices. As the TBT license program has been eliminated, the City is complying with the Consent Agreement, and prosecution has been declined, no further investigation is warranted, and it is recommended that this case be closed.

INVESTIGATIVE FINDINGS

On May 29, 2019, Armando Vidal, Director of Public Works at the City, self-reported to DERM that City tax officials had authorized the issuance of 98 business licenses without first securing DERM permit approval. The OIG interviewed Director Vidal and learned that he has management responsibility for the deployment of all operational assets of water and sewer systems, including pump stations, and solid waste at the City. Director Vidal, who years prior to his employment with the City served as the County's Director of Public Works and County Manager, helped establish DERM and is familiar with the County's mandate, obligations, and oversight responsibilities over municipalities as required by the FCD.

Director Vidal stated he first became aware that the City was issuing TBT licenses, without DERM approval, when the City's BTD Administrator, Ruben Suarez, and the Mayor's Chief of Staff, Jonathan Martinez, visited his office in late May 2019, requesting a private meeting to discuss an email from Frank Lezcano of DERM. In the email dated April 24, 2019, almost thirty days before Mr. Suarez and Mr. Martinez went to see him, Mr. Lezcano is at a loss as to how to respond to inquiries regarding temporary licenses issued by the City in moratorium areas.

² NAPOT: Defined as the daily average pump operating time for all months falling within the previous 365 days; the station shall have a monthly daily average pump operating time not to exceed 10.00 hours per day. The pump hours shall be based on metered running time.

³ City of Hialeah Resolution No. 2020-013.

⁴ City of Hialeah Ordinance No. 2020-007 and City of Hialeah Resolution No. 2020-026.

Prior to that meeting, Director Vidal stated he did not know, nor had he even heard a rumor regarding the licenses from the Business Tax Division. Director Vidal stated he had very little, if any, contact with the City's Business Tax Division, although he knew who Mr. Suarez was and that he was the head of that department. Director Vidal recalled being upset and disappointed when he heard about what was taking place. He stated that in response to his questions, Mr. Suarez and Mr. Martinez admitted issuing the licenses and doing so for businesses inside a moratorium area where no new wastewater service connections could be assigned because the pump station was over capacity.⁵ Director Vidal notified the Mayor, who had not been advised of DERM's inquiry. He also met DERM officials to report the matter and began the process of identifying the businesses issued licenses, the pump stations affected, and mitigating the DERM issues.

In conducting its investigation, the OIG reviewed emails and documentary evidence provided by DERM. The review included a detailed spreadsheet listing the 98 affected businesses, as well as tables of data amassed by the Enforcement Section and the Pump Station/Sanitary Sewer Section of DERM. In addition to interviewing Director Vidal, the OIG also interviewed DERM officials, affected business owners, and other key City officials, including Ruben Suarez. The OIG examined the business owners' emails and documentary evidence related to their experiences with the TBT license fees and the City. Further, the OIG reviewed the City's code section, relied upon by the City's tax officials to issue TBT licenses. The OIG also attended a key City Council meeting where the TBT licenses and Consent Agreement with DERM were addressed.

DERM Authority and Compliance Obligations

The County generally, but DERM specifically, has jurisdiction over all matters related to pollution control and protection of the environment under Chapter 24 of the County Code. On June 6, 2013, in Case Number 12-24400-CIV-Moreno, in the U.S. District Court for the Southern District of Florida, the County entered into an updated Consent Decree with the EPA and the Florida DEP. Previous FCDs had been entered in 1995 and 1994. In the updated FCD, the County was required to establish and amend Section 24-42.3, of Chapter 24 of the County Code, which authorized DERM to:

review and issue written certification of sanitary sewer system collection, transmission, and treatment capacity prior to the approval of all Development Orders, including but not limited to building permits, certificates of occupancy, certificates of completion, certificates of use or municipal occupational licenses.

DERM is tasked with monitoring compliance with the FCD within the County, including its municipalities, such as the City. Chapter 24 of the County Code requires every business get DERM approval before a Certificate of Use license is issued by any municipality (or

⁵ Specifically in Pump Station 56 (PS56), a pump station within the Wellfield Protection Area of the FDC.

by the County in unincorporated areas). Municipalities must submit to the County a monthly list of all businesses that applied for and were approved for a license to operate.

Under the FCD, DERM is responsible for overseeing compliance of the wastewater systems and pump stations of every municipality in the County. DERM engineers and staff receive the municipalities' monthly reports mandated by the FCD, reporting sewer allocation certifications and monthly certifications of adequate treatment capacity. DERM compiles all the municipalities' reports and prepares a monthly report to the County's Water and Sewer Department (WASD), which maintains the report in a repository accessible electronically to the EPA and DEP.

DERM reviews permits to ensure businesses are authorized to operate where they are located; have complied with regulations and permitting requirements for wastewater management, air pollution, and proper wellfield connections; and that the City meets capacity requirements for the allocation of wastewater volume connecting to existing sewer systems as part of the FCD. Although, the City owns and operates its wastewater and sewer infrastructure within City boundaries, that infrastructure connects to the County's sewer system. The City has systemic issues with the City's wastewater and sanitary sewer infrastructure, including multiple City pump stations in Wellfield Protection Areas that had sanitary sewer systems in moratorium status where new businesses were prohibited from operating.

City's Issuance of 98 TBT Licenses

The OIG investigation found that the City's BTD Administrator, Ruben Suarez, authorized the issuance of the TBT licenses bypassing DERM's requirements.⁶ The OIG conducted an interview of Mr. Suarez, who stated that he took it upon himself to figure out a way to get these businesses opened after frustrated business owners complained they had been denied DERM permits. Despite his admitted infrequent interaction with DERM, or knowledge of the type of permits they issued, Mr. Suarez's solution was to apply a City fire code provision as the basis for issuing TBT licenses to businesses that had been unable to get DERM approval.

Mr. Suarez managed an office of approximately 8 to 10 employees, whose mission was to accept, review, and issue new and renewal business tax applications for a Business Tax License (BTL), also known as a Business Tax Receipt, and previously as an Occupational License. Mr. Suarez stated that the BTLs are renewed annually on or before September 30, (the end of the City's fiscal year). Mr. Suarez explained that issuance of a BTL confirmed that the business had complied with all the rules and regulations of the City and were authorized to operate. Mr. Suarez was responsible for assuring that *all* businesses operating in the City had secured the necessary construction and environmental permits to be able to conduct business.

⁶ Mr. Suarez retired from the City in February 2020.

Per Mr. Suarez, since starting with the City in 2003, he had very little contact with the City's Public Works or the County's DERM. He knew DERM had an office on the second floor of the building where he worked. He also understood that businesses had to secure DERM approvals before securing a Business Tax License. He stated he was aware that DERM used a stamp on the front page of the application to mark its approvals. Nonetheless, Mr. Suarez said he was unaware of the areas of the City under moratorium as a result of the deteriorating wastewater infrastructure, nor had he ever heard of the FCD covering the County and its municipalities, including the City. He said his main responsibility was to make sure that every business in the City had an open and active BTL.

Mr. Suarez advised that in 2016 he came up with a plan to issue TBT licenses and allow businesses to operate without satisfying or remedying the required approvals from DERM. He explained that at the time, a business owner came to his office and complained to a supervisor about not being able to get DERM approval and consequently, a BTL. The supervisor expressed the business owner's frustration to Mr. Suarez, and he decided to go to the Mayor's Office, on the fourth floor, explain the situation and come up with a solution. Mr. Suarez did not provide many details about his meeting with the Mayor but described the meeting as a "quick in and out," where he explained the business owner's complaint with DERM and he suggested they use the TBT license, under City Code Section 86.34, as a tool to allow businesses to open and operate while they resolved their pending DERM issues.

Mr. Suarez said that Mayor Hernandez authorized his idea on the spot and gave him the go ahead to start issuing the TBT licenses.⁷ He said he did not present the idea to the City Attorney, and he did not believe Mayor Hernandez consulted with the City Attorney about the matter either. Mr. Suarez confirmed that no one in the City's executive management ever questioned him about the issuance of TBT licenses, nor raised any question about the propriety or legal basis of the TBT license process. The relevant section of the City's Code of Ordinances, provides as follows:

City of Hialeah Code of Ordinances, Section 86-34(c) Temporary Business Tax Receipt.

Upon payment of three times the amount of the business tax, the city may issue a temporary business tax receipt for 90 days prior to the final approval of the fire department if the applicant for the business tax receipt actively takes corrective action to complete a cure plan approved by the fire department. The fire department reserves the right to modify the cure plan if additional violations are discovered or revealed while corrective action is being taken. If the cure plan requires additional time beyond 90 days and only upon the approval of the fire chief or fire marshal based on good cause, the expiration

⁷ The OIG contacted the City, through retained counsel, to schedule an interview with Mayor Carlos Hernandez. Mayor Hernandez declined to be interviewed.

of a temporary business tax receipt may be extended upon payment of an additional amount equal to the business tax. The local business tax section will provide an annual business tax receipt only after the fire department has given its final approval based on the completion of a cure plan that has eliminated all fire code violations or deficiencies covered in the cure plan. If the temporary business tax receipt expires prior to the final fire department approval, the applicant shall cease operating the business immediately...(emphasis added).

Mr. Suarez acknowledged to the OIG that City Code Section 86.34 did not give him, as the Business Tax Administrator, the authority to issue a TBT license. Mr. Suarez said he made a mistake and that he was not aware of the full scope of the problems the City was having with their wastewater infrastructure. Mr. Suarez said that he only tried to find a solution for the affected businesses and apologized for his actions, stating that if he had known the City had areas in moratorium where no new businesses were authorized to open because pump stations were at capacity, he would never have suggested issuance of TBT Licenses.

Mr. Suarez advised that the businesses obtaining the TBT Licenses did so voluntarily, as they were told they did not have to sign up and that the licenses would have to be renewed every 90 days if they wished to remain open. Mr. Suarez stated the licenses gave the business owners time to resolve their issues with DERM. The OIG notes that this assertion is incorrect since the issues preventing DERM approval were systemic issues with the City's wastewater and sanitary sewer infrastructure. He also explained that as the City's Tax Administrator he did not have authority to close a business for non-payment of BTLs. His office could only issue a Notice of Violation, and only the City Council could issue an order to close a business.

Affected Business Owners

The OIG interviewed several business owners who obtained the City's TBT license. The OIG learned that TBT licenses were issued not only to new businesses that were denied DERM permit approvals, but also to longstanding businesses, that had been operating for years without DERM permit approvals or business tax licenses. Whereas the newer businesses denied DERM approval had been told about the TBT licenses by employees of the City's tax office, the unlicensed longstanding businesses were visited by a City inspector who requested that they present their business tax license. When these business owners were unable to produce the license, they were not cited or closed. Instead, they were instructed to proceed immediately to the City's tax office and enroll in the BTB's TBT license program. Contrary to Mr. Suarez's assertion of voluntariness, the business owners stated it was made clear to them that without the TBT license, they would be shut down.

Among the business owners interviewed were a cabinet maker and a furniture upholsterer. They had been in business for many years but were unable to secure an

annual business tax license because the pump stations they were served by were already at full capacity and DERM would not issue them a permit. These business owners claimed that in 2018 they had been visited by a City inspector. The inspector had a list of businesses on a sheet of paper and asked to see a copy of their tax licenses. When the business owners explained they did not have one, the Inspector told them to promptly go to the City's tax office, or their businesses would be closed.

The cabinet maker stated that at the City's tax office he was told the City was now issuing TBT licenses. He said he paid \$950 in July 2018 to get his TBT license issued and was told he would have to pay the TBT fee every 90 days if he wished to remain open. He recalled that after the initial payment in July 2018, he made additional payments in October 2018 and December 2018/January 2019. He said the inspector showed up at his business on the 91st day to remind him the fee was again due. Likewise, the furniture upholsterer said he paid \$1,405.50 on September 2, 2018, to the City's tax office. He stated he was thereafter required to pay \$1,100 every 90 days, which he did on December 4, 2018, and March 4, 2019, respectively. These payments totaled \$3,625.50. ⁸

Our investigation showed that this approach was repeated at other businesses. For instance, the OIG interviewed the owners of a dance studio and of a high-impact window and door manufacturer who described the same approach and recruitment into the TBT license program. Based on the same unique description provided by the business owners of the City inspector, the OIG identified a City inspector and requested to interview the employee. The City denied the OIG's request. The OIG found that faced with the Hobson's choice of paying the TBT fees or closing their business, owners overwhelmingly chose to pay the TBT fees. All the businesses participating in the TBT licenses were allowed to operate by the City, despite lacking DERM authorization.

The OIG reviewed the City's use of Code Section 86-34(c), to circumvent DERM's approval. The plain language of the code and its stated rationale make it clear that TBT licenses and fees are specifically designed for use by the fire department, rather than to grant temporary operating business permits in the absence of DERM review. The code allows businesses to obtain a temporary permit due to a fire department related issue. It is intended for the fire department to give a business additional time to ***"take corrective action to complete a cure plan approved by the fire department."*** Records provided by DERM and by Director Vidal, show that no business was ever denied a DERM operating permit because of a fire department related issue. They were denied DERM permits due to a troubled wastewater collection and transmission system in their respective service areas.

The OIG presented the case to the United States Attorney's Office for the Southern District of Florida (USAO-SDFL) and to the Miami-Dade State Attorney's Office (SAO) to

⁸ These business owners were interviewed in late 2019. The cabinet maker based the payment information on his recollection, while the furniture upholsterer provided specific payment information from his records. The OIG has now verified, based on City of Hialeah Resolution No. 2020-026, that the cabinet maker was returned \$2,756.25 of the amounts paid, while the furniture upholsterer was returned \$3,330.00 of the amounts paid.

consider charges against individual officials and/or the City, for their actions in violation of the FCD. Prosecution was declined by both offices.

DERM Concerns and Corrective Actions

According to DERM's Environmental Code Enforcement Coordinator, the City failed to follow the protocol established pursuant to Chapter 24 of the County Code when its BTD authorized 98 businesses to operate with TBT licenses without first securing the required DERM review and certification concerning sanitary sewer collection, transmission, and treatment capacity. The authorization to operate those 98 businesses had the effect of increasing the burden on a wastewater collection, transmission and treatment system that was already stressed. It taxed an aging sewer system, without upgrading the pump stations.

The businesses were serviced by multiple pump stations in Wellfield Protection Areas that had sanitary sewer systems in moratorium status and were prohibited from operating without the required safeguards for Fats, Oils and Grease controls. Moreover, the County was not aware the 98 businesses were operating. This lack of information caused the reports DERM had been compiling and submitting to WASD for years, pursuant to the FCD, for review by EPA and DEP, to be incomplete and inaccurate.

According to DERM, the City was aware of its troubled wastewater collection and transmission systems because it had been working directly with DERM on these issues for years. The City's Director of Public Works, Mr. Vidal, was aware of the City's responsibility under the FCD, as well as DERM's central role in monitoring compliance. Director Vidal's report to DERM resulted in DERM issuing a Cease-and-Desist Letter and the City suspending the issuance of any further TBT Licenses.

The matter was also reported to EPA and DEP. The City, through Director Vidal, retained Hazen and Sawyer, an engineering consulting firm, to audit the TBT issue and determine the full universe of the City's wastewater and sewer system issues. According to DERM officials interviewed during our investigation, from early in the process, the goals of EPA, DEP, and DERM coincided regarding the City's violations. Rather than levying a massive fine against the City, the agencies sought to identify the City's problems, and have the City repair and update its infrastructure to assure its compliance with the FCD and avoid environmental disasters.

An enforcement plan suggested by the EPA allowed DERM to come up with a plan to give affected businesses time to come into compliance. DERM was also given authority to address the businesses in the moratorium service areas by giving time to the City to fix issues and come up with a cure plan. If the City made repairs and complied with that plan, the affected businesses could remain open, if not then they would be ordered to close. The details of this compliance plan, intended to get the City to fix a failing wastewater and sewer infrastructure, resulted in, and were incorporated into, a Consent Agreement (CA) between DERM and the City. The CA was endorsed by the City Council in January 2020 and executed by the Director of DERM and the City's Mayor.

Consent Agreement

The purpose of the CA was to identify all the non-compliance issues DERM would hold the City accountable for, while putting timetables in place to document the progress and monitor final completion. On January 30, 2020, the Hialeah City Council held a public meeting, the agenda included addressing the unauthorized issuance of TBT licenses contrary to Chapter 24 of the County Code. The City Council voted unanimously in favor of entering into the CA. In addition to the compliance and reporting requirements, the CA required the City pay a \$75,000 civil fine. City of Hialeah Resolution No. 2020-13, approving the CA, is attached hereto as Exhibit 1. In February 2020, the City Council also voted unanimously to repeal the Temporary Business Tax in Section 86-34 of the City Code, as detailed in the amended City of Hialeah Ordinance No. 2020-007, attached hereto as Exhibit 2. Furthermore, in February 2020, the City Council voted unanimously to refund all the monies paid by businesses in the form of TBT license fees, as detailed in City of Hialeah Resolution No. 2020-026, attached hereto as Exhibit 3.

In summary and relevant part, the key provisions of the CA required the City to:

- cooperate with DERM by initially submitting monthly reports of all municipal approvals for new businesses, or re-approvals of existing businesses
- identify all businesses which had secured TBT licenses without DERM approval
- notify those businesses to apply for and secure all appropriate permits, including from DERM, or face enforcement action
- commit to rehabilitating, within a one-year period, all basins under Moratorium Status
- commit to rehabilitating all basins under Absolute Moratorium, within an eighteen-month period
- within a one-year period, submit a basin action plan providing a technical and financial framework for minimizing and eliminating moratoriums

As detailed below, the City has been making capital investments directed at making these improvements. Throughout the course of this investigation, the OIG has continually met with DERM to monitor the City's compliance with the CA and verify its adherence to the conditions and reporting requirements set forth in the CA. The OIG last contacted DERM on June 15, 2022, to verify the City's compliance.

DERM has consistently reported to the OIG that the City, since inception of the CA, has complied with all reporting obligations. According to DERM, the City has promptly provided the monthly reports, and is working with its engineering consultant, Hazen and Sawyer, to complete a detailed audit on the status of the 98 businesses issued TBT licenses. The City has been notifying the affected businesses about their permitting requirements and has been working with DERM to bring about their compliance, even, to the extent possible, within areas of moratorium, by facilitating site visits and inspections of the businesses and commitment of resources to improve pump stations and basins, in affected areas.

During the June 15, 2022, update, DERM officials responsible for monitoring the City's pump stations and areas in moratorium stated the City has made definite improvements to the pump stations' daily average operating times, a key compliance metric. According to DERM, currently there are five (5) pump stations, out of the original 17 (listed in Ex. 3 to the CA), that are in temporary moratorium status. These pump stations are pending Sanitary Sewer Evaluation Survey (SSES) readings at the end of the rainy season (November 30, 2022) to determine if the City has corrected the issue of rainwater infiltration into its wastewater pipelines in those areas. One pump station, PS 127, remains in absolute moratorium despite the City completing significant pipe re-lining work there, as infiltration-inflow problems persist. The City has been in continual communication with DERM about addressing the problem at PS 127 and continues working there.

Nonetheless, 11 of the 17 pump stations have been certified by DERM, including PS 56, originally cited as a major concern by Director Vidal. According to DERM, the work completed at the pump stations has included installing bigger, more powerful pumps, and re-lining of pipes, having the effect of reducing the Nominal Average Pump Operating Time, or NAPOT, well below 10 hours per day. The City has exhausted two (2) time extensions provided for in the CA. The City had until July 30, 2022, to provide a summary report to DERM addressing the on-going issues with the six (6) pump stations in moratorium.

According to information provided by DERM officials during the June 15, 2022, update, of the original 98 City businesses that circumvented DERM permitting requirements, 46 businesses have fully complied with all permit requirements, 31 businesses have signed informal agreements with DERM, and 12 businesses have requested hearings to resolve City code compliance issues unrelated to DERM. Nine (9) of the businesses did not respond to DERM's inquiries and are no longer operational. DERM officials commented that the businesses' issues with DERM have been satisfied, but the City has other permitting issues remaining with some of the business. DERM also provided an update on the City's efforts to implement an electronic intake system for permitting applications. The new system allows DERM to capture and track all the salient facts surrounding the types of permit applications, the applicant, and the differing types of approval processes by the City, while allowing for DERM to access the system to review and approve applications electronically. The City has three (3) years to deploy and make this electronic permit system operational.⁹

DERM continues to oversee the City's efforts to work on capital improvement projects to upgrade their pump stations and underground wastewater pipeline infrastructure. DERM officials stated the City is installing a new force main that will facilitate more adequate pumping under pressure of wastewater where gravitational transport is not optimal, and this will help to get wastewater more efficiently to a discharge point. DERM is also aware of a \$15 million dollar pipe-lining project underway in the City, which is aimed at repairing and restoring cracked and restricted pipes. One of the key DERM officials overseeing

⁹ Since issuing this report as a draft, the OIG has learned that DERM has granted the City an extension concerning the implementation of the electronic permit system.

compliance with the CA commented to the OIG that the City was in compliance with deliverables and doing “phenomenal.” According to the DERM official, the City is staying on top of everything, reaching out to DERM when it had issues, and acting in good faith in meeting its timeframes.

RESPONSE(S) TO THE DRAFT ADMINISTRATIVE CASE CLOSURE REPORT

This report, as a draft, was provided to the Hon. Carlos Hernandez, former City of Hialeah Mayor, Mr. Ruben Suarez, former Administrator of the City’s Business Tax Division, and the Mayor of the City of Hialeah, for their review and submission of discretionary written responses.

Former Mayor Hernandez, through his attorney, Thomas Cobitz, Esq., indicated that he would not be responding. Mr. Suarez, through his attorney, Michael Band, Esq. had no further comment on the OIG’s report. The OIG received a response on behalf of the City of Hialeah, from City Attorney, Ms. Lorena Bravo. The response is attached as Appendix A. City Attorney Bravo did not provide any substantive comments regarding the OIG’s findings or conclusions but did advise that “[t]he City continues to work with the County to remain compliant with the terms of the Consent Agreement.” The City Attorney also clarified that:

- 1) By letter dated February 23, 2021, DERM granted the City an extension of the deadline for the implementation of the electronic intake system. Our deadline for pre-deployment testing is February 2023 and February 2024 for full deployment.
- 2) The intake system is intended to grant viewing access only to DERM.

The OIG verified with DERM and agrees with Ms. Bravo’s clarification concerning the extension granted and the implementation of the electronic intake system.

CONCLUSION & CASE CLOSURE RECOMMENDATION

The OIG investigation found the City had, in circumvention of DERM, Chapter 24 of the County Code, and the FCD, authorized the issuance of 98 TBT licenses. The licenses were not only issued to new businesses denied DERM permits, but to existing unlicensed businesses identified by the City. The City used an inapplicable ordinance to award a TBT license and exact exorbitant initial and recurring fees from these businesses. The businesses, all located in areas with well fields under moratorium, overburdened pump stations, or defective sanitary sewer infrastructure, required DERM review of sanitary sewer system collection, transmission, and treatment capacity prior to issuance of any business operating licenses.

The violations have been fully addressed in the CA, and DERM has informed the OIG that the City is well on its way to fully complying with the CA, although all required targets have not yet been achieved. Significantly, DERM is satisfied the City is committed to

meeting all its obligations under the CA, in good faith. In addition, as the TBT license program has been eliminated, the ordinance has been repealed, the business fees exacted have been returned, prosecution has been declined, and DERM is satisfied with the City's compliance with the terms of the CA, no further investigation is necessary, and it is recommended the case be closed. The OIG has requested notification from DERM when the City achieves full compliance with the terms of the Consent Agreement.

This investigation was conducted in accordance with the *Principles and Standards for Offices of Inspector General* as promulgated by the Association of Inspectors General and is accompanied by an *AIG Quality Standards for Investigations Attestation Form*.

As this case is recommended for case closure, it is also accompanied by a Case Closing Form.

REPORT APPROVALS:

<u>Cesar Cerecedo</u> Special Agent	<u>September 7, 2022</u> Date
<u>Oswaldo Romero Jr.</u> Supervisor	<u>September 7, 2022</u> Date
<u>Hector R. Ortiz</u> Assistant IG for Investigations	<u>September 7, 2022</u> Date
<u>Marie Perikles</u> Deputy General Counsel	<u>September 8, 2022</u> Date
<u>Felix Jimenez</u> Inspector General	<u>September 9, 2022</u> Date

**Miami-Dade County
Office of the Inspector General**

Exhibit 1

City of Hialeah Resolution 2020-013
(18 pages)

**Administrative Case
Closure Report
19-0022-I**

RESOLUTION NO. 2020-013

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING A CONSENT AGREEMENT BETWEEN MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM) AND THE CITY OF HIALEAH TO REDRESS UNAUTHORIZED MUNICIPAL LICENSE APPROVALS CONTRARY TO CHAPTER 24 OF THE MIAMI-DADE COUNTY CODE A COPY OF WHICH IS ATTACHED AS EXHIBIT 1; AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE THE CONSENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through an internal audit the City determined that the City's Temporary Business Tax Receipt Program was administered in a manner that bypassed Miami-Dade County's formal regulatory review process;

WHEREAS, the improper administration of the Temporary Business Tax Receipt program resulted in businesses operating in the City of Hialeah without the required DERM approvals; and

WHEREAS, the results of the audit were self-reported and disclosed to DERM; and

WHEREAS, the City and the County have negotiated in good faith the terms of the proposed Consent Agreement in an effort to enable the City to correct the administrative error and prevent any future oversights through the issuance of development permits and licenses;

WHEREAS, it is the City's obligation to protect the health and safety of the public and the environment through strict adherence to and compliance with Chapter 24 of the Miami-Dade County Code; and

WHEREAS, in recognition of this obligation the City finds it is in the best interest of the health, safety and welfare of its citizens to approve the Consent Agreement.

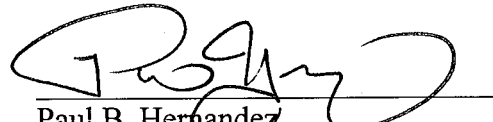
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The Mayor and the City Council of the City of Hialeah, Florida hereby approve the Consent Agreement between Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management and the City of Hialeah, Florida in the form attached as Exhibit 1.

Section 2: The Mayor and the City Clerk, as attesting witness, on behalf of the City, are authorized to execute the Consent Agreement, a copy of which is attached as Exhibit 1.

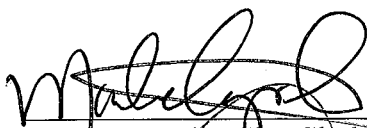
Section 3: This resolution shall become effective upon signature of the Mayor of the City of Hialeah, Florida or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

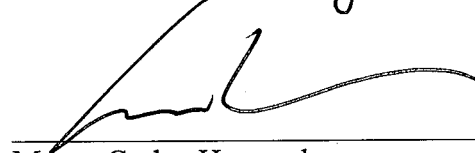
PASSED AND ADOPTED this 28 day of January, 2020.


Paul B. Hernandez
Council President

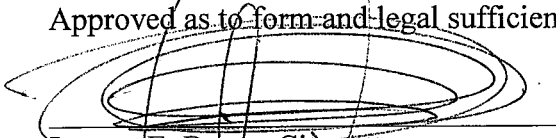
Attest:

Approved on this 29 day of January, 2020.


Maribelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

SALEB\LEGISLATION\2020 - RESOLUTIONS\DERM\consentagreement\TBT.docx

Resolution was adopted by a 7-0 vote with Councilmembers, Cue-Fuente, Tundidor, Hernandez, Zogby, Garcia-Roves, Perez and De la Rosa voting "Yes".



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 4th Floor
Miami, Florida 33136-3912
T 305-372-6754 F 305-372-6759
miamidade.gov

January 14, 2020

Mr. Armando Vidal, P.E., Director
Department of Public Works
City of Hialeah
3700 W. 4th Avenue
Hialeah, FL 33010

CERTIFIED MAIL NO 7004 0750 0001 9213 4043
RETURN RECEIPT REQUESTED

Re: Consent Agreement to redress unauthorized municipal license approvals in violation of Chapter 24, Code of Miami-Dade County.

Dear Mr. Vidal:

Enclosed please find the finalized Consent Agreement between Miami-Dade County DERM and the City of Hialeah. This Agreement represents the culmination of negotiations between DERM staff, City staff and our respective counsels. Please review and return two signed and notarized copies of the Agreement to DERM within fifteen (15) days of receipt of this correspondence.

Sincerely,

Lee N. Hefty, Director
Division of Environmental Resources Management

Enclosure: Administrative Consent Agreement

- c: Honorable Carlos Hernandez, Mayor, City of Hialeah
Lorena E. Bravo, City of Hialeah (lbravo@hialeahfl.gov)
Elizabeth Hernandez, Akerman (elizabeth.hernandez@akerman.com)
Kent Edwards, Florida Department of Environmental Protection
Brad Ammons, United States Environmental Protection Agency
David Sherman, Assistant County Attorney, Miami-Dade County
R. Istambouli, P.E., D. Gordon, C. Hernandez, P.E., J. Andersen, DERM

Delivering Excellence Every Day

MIAMI-DADE COUNTY DEPARTMENT OF)
REGULATORY AND ECONOMIC RESOURCES,)
DIVISION OF ENVIRONMENTAL RESOURCES)
MANAGEMENT)

Complainant,)

vs.)

City of Hialeah)

Respondent.)
_____)

CONSENT AGREEMENT

This Consent Agreement (hereafter "Agreement") is entered into by and between Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (hereinafter referred to as "DERM") and the City of Hialeah, (hereafter referred to as "Respondent"), pursuant to Section 24-7(15)(c) of Chapter 24, Code of Miami-Dade County, Florida (hereafter referred to as "Code"). This Agreement shall serve to redress unauthorized municipal license approvals issued by the Respondent within the City of Hialeah located in Miami-Dade County, Florida, in violation of Chapter 24 of the Code.

DERM finds and Respondent acknowledges the following:

FINDINGS OF FACTS

1. Miami-Dade County, Florida, is a political subdivision of the State of Florida. DERM is a division within the County's Department of Regulatory and Economic Resources, and is empowered to provide for pollution control and protection of the environment within Miami-Dade County pursuant to Article VIII, Section 6 of the Florida Constitution, the Miami-Dade County Home Rule Charter, and Section 403.182 of the Florida Statutes. DERM has jurisdiction over matters addressed in this Agreement.
2. The Federal Consent Decree between the United States of America, the State of Florida, and Miami-Dade County, dated June 6, 2013, in Case Number 1:12-cv-24400 FAM, in a case styled as United States of America vs. Miami-Dade County (hereafter "the Federal Consent Decree"), requires in part that the County generally, and DERM specifically, establish and amend as appropriate Section 24-42.3

of Chapter 24 of the Code to require DERM's review and issuance of written certification of sanitary sewer system collection, transmission and treatment capacity prior to the approval of all Development Orders, including but not limited to building permits, certificates of occupancy, certificates of completion, certificates of use or municipal occupational licenses.

3. The Respondent is the current owner and operator of a utility wastewater collection and transmission system consisting of pumping stations, force mains and gravity sewer mains, permitted under Miami-Dade County Domestic Wastewater Operating Permit DWO-00086.
4. On May 29, 2019, the Respondent self-reported and disclosed to DERM that approximately ninety-eight (98) local businesses had been issued municipal operating authorizations in the form of "Temporary Business Tax" receipts (hereafter referred to as "TBT"), without first obtaining DERM's written approval as required by Chapter 24 of the Code and more specifically delineated below.
5. Respondent's TBT process was administered in a manner that bypassed Miami-Dade County's formal regulatory review processes, including reviews for the assessment of Miami-Dade County impact fees and critical DERM reviews to ensure that all affected wastewater collection, transmission and treatment systems have adequate transmission and treatment capacity in accordance with Section 24-42.3 of Chapter 24 of the Code. This resulted in businesses operating in the City of Hialeah, Florida without required DERM annual operating permits, in violation of Section 24-18 of Chapter 24 of the Code, operating without approved Fats, Oils and Grease control devices, in violation of Section 24-42.6 of Chapter 24 of the Code, operating in restricted Wellfield Protection Areas, in violation of Section 24-43(5) of Chapter 24 of the Code, and operating while served by public sanitary sewer systems in moratorium, in violation of Section 24-42.3 of Chapter 24 of the Code.
6. As part of Respondent's disclosure to DERM, Respondent provided a preliminary list of all businesses authorized through the TBT process and retained the services of a consultant to perform a thorough audit over a period of five (5) years from 2014 through 2019. On June 10, 2019, DERM reviewed and agreed with the scope of the audit to be performed by the Respondent's consultant.
7. On July 25, 2019, DERM issued an enforcement Notice to Respondent which required Respondent to Cease and Desist from issuing municipal operating authorizations without DERM's review and prior

written approval. The Notice directed Respondent to provide DERM with a complete listing of all businesses which had been approved through the TBT process without DERM's prior written approval. On September 19, 2019, Respondent submitted a written reply to DERM's enforcement Notice and submitted to DERM the results of a comprehensive audit which identified one-hundred one (101) businesses which Respondent had authorized through the TBT processes over a 3-year period (summary results attached hereto as "Exhibit 1").

8. Respondent hereby consents to this Agreement and its attendant obligations without either admitting or denying the allegations made by DERM in the finding of facts listed above.
9. In an effort to resolve the violation(s) described herein so as to insure continued protection of the health and safety of the public and the environment of Miami-Dade County and to facilitate compliance with Chapter 24 of the Code, and to avoid time-consuming and costly litigation, the parties hereby agree to the following, and is hereby Ordered, pursuant to Section 24-7(15) of the Code:

COMPLIANCE AND REPORTING REQUIREMENTS

10. Respondent shall, on or before March 14, 2020, and by the 14th day of each month thereafter, submit to DERM a report identifying all municipal approvals for the month prior to the reporting date which authorized the establishment of new businesses, re-authorized existing businesses, authorized changes in use, expansions of and additions to existing businesses, construction of new buildings, alterations of existing buildings, additions and expansion of existing buildings and/or occupancy of new and existing buildings, all which require the Respondent, its delegates and/or authorized agents to issue any of the following or their municipal equivalent, where otherwise required pursuant to its municipal laws: a Certificate of Use (CU), Temporary CU, Occupational License (OL), Temporary OL, Local Business Tax (LBT), Temporary LBT, Certificate of Completion (COC), Temporary COC, Certificate of Occupancy (CO), Temporary CO and/or Building or Building Subsidiary Permits. This monthly reporting requirement shall serve as an interim process until DERM determines that the Respondent has implemented effective corrective actions in accordance with an approved Corrective Action Plan (hereafter "CAP") submitted pursuant to the requirements of Paragraph 16 of this Agreement.

11. The Respondent shall, within one-hundred eighty (180) days of the effective date of this Agreement, submit to DERM the results of an expanded audit of all businesses identified in "Exhibit 1" attached hereto. Said expanded audit shall include, but not be limited to the following:
- (a) A joint field inspection by the City of Hialeah Building Official or delegate, a DERM representative at the discretion of DERM, and Respondent's consultant, of all businesses identified in "Exhibit 1";
 - (b) Identification of all permits issued by the City of Hialeah for businesses identified in "Exhibit 1," including but not limited to new construction, repairs, change of occupancy/use, additions to and alterations;
 - (c) Identification of all businesses identified in "Exhibit 1" which were not issued required Building Permit(s), but based on subsequent review and field inspections it is determined that a Building Permit and/or impact fee(s) were required;
 - (d) The expanded audit report shall document all findings from 11(a), 11(b) and 11(c) above, including but not limited to: business name, business address, property folio number, applicant name, applicant phone number, previous use, proposed/current use at time of temporary approval, date proposed/current use was approved, DERM Allocation Number and issued date, and City of Hialeah process/permit numbers, when and where such information is available, and all new construction, repairs, changes of occupancy/use, additions and alterations that were not issued a Building Permit.
12. The Respondent shall, within sixty (60) days from the acceptance and approval by DERM of the expanded audit report, issue written notification to each business identified pursuant to the requirements of this Agreement. The notification shall require each business owner to prepare and submit to the Respondent, within one-hundred eighty (180) days after receipt of notification, a certificate of use application or municipal equivalent and/or building permit application, as applicable based on the aforementioned expanded audit findings. The notification shall advise that failure to submit said applications(s) within the time period provided will be grounds for the Respondent to initiate enforcement action to obtain compliance. The notification shall also advise that the Respondent will direct all applications to Miami-Dade County for review and approval, at which time additional regulatory obligations may be required, including but not limited to the assessment of impact fees and the requirement to obtain DERM operating permits. Each written notification shall be delivered by

Certified Mail and shall copy each corresponding property owner and "DERM, c/o John Andersen, 701 NW 1st Court, 7th Floor, Miami, Florida, 33136-3912."

13. To facilitate and expedite the approval of businesses listed in "Exhibit 1" which are served by a Sanitary Sewer Basin currently in Moratorium status, the Respondent shall implement and complete all sanitary sewer system improvements stipulated in "Exhibit 2" attached hereto.
14. The Respondent shall, within one-hundred eighty (180) days of the effective date of this Agreement, submit to DERM a Water and Sewer Utility Customer Data Set for incorporation into DERM's GIS application, which clearly identifies each customer as WATER (served by public water but not public sewer) or WATER/SEWER (served by public water and sewer). Updated Customer Data Sets shall thereafter be submitted to DERM annually, on or before January 6 of each calendar year, in the form prescribed by DERM. See attached Municipal GIS Water and Sewer Atlas and As-Builts Submittals – Technical Guidelines, attached hereto as "Exhibit 4."
15. The Respondent shall, within one-hundred eighty (180) days of the effective date of this Agreement, submit to DERM updated Water Atlas and As-Builts shape files following the technical guidelines in Exhibit 4. The Updated Water Atlas shape files shall thereafter be provided annually to DERM, on or before January 6 of each calendar year, in the form prescribed by DERM.
16. Respondent shall, within one-hundred eighty (180) days of the effective date of this Agreement, submit a CAP to DERM for review and approval, for the modification of Respondent's existing intake systems or processes, and/or the implementation of new intake systems or processes, for all applications listed in Paragraph ten (10) herein that are submitted to the Respondent for review and comment. The scope of DERM's review and approval of the CAP shall be based upon whether the CAP meets the minimum requirements identified below as (a) through (e) and the timeframes herein. DERM shall not dictate the manner in which these minimum objectives are implemented by Respondent. The modified or new systems, as applicable, shall be available for pre-deployment testing within twenty-four (24) months from DERM CAP approval and be fully deployed and functional within thirty-six (36) months from the effective date of this Agreement. Said CAP shall propose the implementation of measures which will ensure that:

- (a) Respondent's staff, its delegates and/or authorized agents, will correctly and consistently identify all submittals and applications which require DERM review and approval prior to Respondent's temporary and final approvals;
 - (b) Respondent's staff, its delegates and/or authorized agents, will not issue or grant any approvals of submittals and applications subject to the code sections of Chapter 24 as referenced in this Agreement without the Respondent's confirmation of DERM's prior written approval of the application;
 - (c) Each and every approval, temporary and final, issued or granted by Respondent's staff, its delegates and/or authorized agents, is memorialized in a form that captures the date and time of Respondent's approval, the name of Respondent's staff approving the application, the type of application being approved, the form of DERM's approval, and an image or copy of DERM's approval;
 - (d) All required information stored and available for DERM review for a period of no less than five (5) years;
 - (e) DERM has remote access to review and download data compiled from the processes implemented herein.
17. The submittals required pursuant to this Agreement are subject to review and approval, approval with conditions, or disapproval by DERM. Implementation of the approved submittals shall be completed within the timeframes provided in the DERM approval. Nothing herein shall prevent Respondent from requesting, and from DERM approving, extensions of time for good cause. If DERM disapproves any submittals, an itemized explanation will be included in the disapproval letter. The Respondent shall fully address all items detailed in the disapproval letter within the timeframes provided in said letter.
18. This Agreement constitutes a lawful order of the Director of the DERM and violation of any requirement may subject Respondent to further enforcement including court action.

SETTLEMENT COSTS

19. The Respondent hereby certifies that Respondent has the financial ability to comply with the terms or conditions set forth herein and hereby agrees to comply with any payment requirements specified in this Agreement. Provided that Respondent fully and timely complies with the requirements within this Agreement, DERM agrees that the penalties, fees and costs are the full amount imposed by DERM

and agreed to by Respondent in full satisfaction of matters contained herein, and that no other penalties, costs or fees shall be imposed, except as provided herein.

20. DERM has determined and Respondent agrees that due to the violation specified in paragraph 5 herein, a civil penalty of \$75,000 is appropriate. The Respondent shall, within thirty (30) days of the effective date of this Agreement, submit a certified check made payable to Miami-Dade County. The payment shall be sent to Miami-Dade County, Environmental Resources Management, Department of Regulatory and Economic Resources, 701 NW 1st Court, Cashier's Office, 3rd Floor, Miami, Florida, 33136-3912, c/o John Andersen, Environmental Code Enforcement Coordinator. Payment shall include the reference to "DWO-86 Penalty."
21. The Respondent is encouraged to mitigate all or a portion of the penalty assessed pursuant to Paragraph 20 of this Agreement by the implementation of DERM-approved in-kind project(s), equaling or exceeding 150% of the penalty assessed, which will result in Basin improvements that directly benefit City of Hialeah citizens and businesses and support the protection of public health. If the Respondent seeks to mitigate all or a portion of the penalty, Respondent shall, within thirty (30) days of the effective date of this Agreement, submit to DERM for review and approval a detailed "In-Kind Project Proposal." Any in-kind project(s) shall not be a project already required pursuant to Chapter 24 of the Code or the Federal Consent Decree. Should the Respondent fail to provide in-kind services in the manner approved by DERM, the Respondent shall pay the prorated amount of the \$75,000 penalty based on the outstanding percentage of in-kind services remaining.
22. Respondent shall, within thirty (30) days from the effective date of this Agreement, submit a certified check made payable to Miami-Dade County in the amount of five-hundred dollars (\$500) to cover DERM administrative and follow-up costs in this matter. Payment shall be sent to Miami-Dade County, Environmental Resources Management, Department of Regulatory and Economic Resources, 701 NW 1st Court, Cashier's Office, 3rd Floor, Miami, Florida 33136-3912, c/o John Andersen, Environmental Code Enforcement Coordinator. Payment shall include the reference to "DWO-86 Admin."
23. Within the Term of this Agreement or with respect to obligations which survive the Term of this Agreement, in the event Respondent fails to timely comply with any of the requirements of paragraphs

10, 11, 12, 16, 17, and 26 of this Agreement, upon notice of non-compliance by DERM to Respondent and opportunity to cure, upon the failure to cure said non-compliance within the time frames as specified by DERM, Respondent shall pay DERM a civil penalty of \$100.00 per violation for each day of non-compliance.

- (a) The stipulated monetary penalties provided herein shall not be construed as a limitation on DERM's ability to take any action or impose any other non-monetary penalties allowed by law, including but not limited to Chapter 24 of the Code, for failure to timely comply with any of the requirements of paragraphs 10, 11, 12, 16, 17, and 26 of this Agreement, and DERM hereby reserves the right to take such action. In such case, DERM shall give notice of its intention to take any action or impose any other non-monetary penalties allowed by law, including but not limited to those provided by Chapter 24 of the Code, and DERM shall provide Respondent with an opportunity to demonstrate compliance, or alternatively appeal DERM's decision under the terms of this Agreement, and pursuant to, and consistent with, Section 24-11 of the Code.
- (b) The stipulated monetary penalties provided herein shall continue to accrue as provided herein, during any Dispute Resolution (defined as the period of time where in the Parties are disputing any penalty to be imposed), but said stipulated monetary penalties provided herein need not be paid until the following:
 - i. If the dispute regarding stipulated monetary penalties is resolved by agreement or without timely appeal to the Environmental Quality Control Board ("EQCB"), Respondent shall pay DERM accrued penalties determined to be owing, within thirty (30) days of the effective date of the agreement concerning the penalties.
 - ii. If the dispute is appealed to EQCB and DERM prevails in whole or in part, without timely appeal of the relevant EQCB Order to the Circuit Court Appellate Division (or other appropriate appeals court), Respondent shall pay DERM all accrued penalties determined to be owed by EQCB Order, , within sixty (60) days of receiving the EQCB Order.
 - iii. If the EQCB Order is appealed, and DERM prevails in whole or in part upon appeal, Respondent shall pay all accrued penalties determined to be owed within fifteen (15) days of receiving the final Appellate Court decision.
- (c) Payment of the aforesaid penalties shall be made to Miami-Dade County by check or money order. Payment shall be sent to DERM, 701 NW 1st Court, Cashier's Office, 3rd Floor, Miami, Florida 33136-3912, c/ o John Andersen, Environmental Code Enforcement Coordinator.

GENERAL PROVISIONS

24. The terms and conditions set forth in this Agreement may be enforced in any court of competent jurisdiction pursuant to Chapter 24 of the Code, Section 1-5 of the Code, the Florida Administrative Code, or the Florida Statutes.
25. Entry into this Agreement does not relieve Respondent of the responsibility to comply with applicable federal, state, or local laws, regulations and ordinances.
26. Reports submitted by Respondent pursuant to paragraphs 10 and 11 of this Agreement shall be reviewed for completeness and accuracy and signed by an authorized City of Hialeah senior management official with the following attestation:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering such information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

27. Where timetables cannot be met, due to circumstances beyond Respondent's control, Respondent shall submit a written request for extension of the timetable(s), with supporting documents to DERM, stating the cause(s) of any delay or non-compliance and the extension of time requested. A determination of the reasonableness of the delay or non-compliance shall be made by DERM for the purposes of continuation of enforcement actions and the imposition of penalties pursuant to paragraph 23 of this Agreement. The time period to comply shall be tolled during this time and until a final determination by DERM.

28. Respondent retains the right to seek review of any action or decision of the DERM Director pursuant to Sections 24-8(5) and 24-11 of the Code unless explicitly waived in this Agreement. Further, Respondent acknowledges and agrees that the content of this Agreement shall not be subject to review, as per Section 24-7(15)(c) of the Code.
29. This Agreement shall neither be evidence of a prior violation of Chapter 24 of the Code nor shall it be deemed to impose any limitation upon any investigation or action by DERM in the enforcement of the Code, the Florida Administrative Code, or the Florida Statutes.
30. In consideration of the complete and timely performance by the Respondent of the terms and conditions set forth in this Agreement, DERM waives its rights to seek judicial imposition of damages or criminal or civil penalties for the matters alleged in this Agreement.
31. This Agreement shall become effective upon the date of execution by the Director of DERM.
32. Term. This Agreement shall remain in effect until the compliance, reporting, and implementation requirements pursuant to paragraphs 10-17 and the provisions of Exhibit 2 are met.

1/22/20
Date

[Signature]
Carlos Hernandez, Mayor
City of Hialeah

Before me, the undersigned authority, personally appeared

Carlos Hernandez,

ATTEST: [Signature]
MARBELYS FATJO
City Clerk

who after being duly sworn, deposes and says that he has read and agreed to the foregoing.

Subscribed and sworn to before me this 29 day of January, 2019.²⁰


by: Carlos Hernandez

(Name of Affiant)

Personally Known X or Produced Identification _____.

(Check One).

Type of Identification Produced: _____

 Brigitte Leal
Notary Public



FOR OFFICE USE ONLY

Date

Lee N. Hefty, Director
Division of Environmental Resources Management
Department of Regulatory and Economic Resources

Witness

Witness

EXHIBIT 1 - TBT Businesses

Business Name	Address	Business Name	Address
	3777 NW 46 St, Hialeah 33146		4915 E 2 Ave Hialeah 33013
	3600 W 18 Ave 100, Hialeah 33018		5341 W 20 Ave Hialeah 33012
	4439 E 10 Ct, Hialeah 33013		1840 W 49 St 302 Hialeah 33012
	2375 W 80 St 7, Hialeah 33016		533 W 27 St Hialeah 33010
	1275 W 47 PL 301-302 Hialeah 33012		1275 W 47 PL #304 Hialeah 33012
	5999 W 16 Ave Hialeah 33012		1275 W 47 PL #302 Hialeah 33012
	1520 W 41 St Hialeah 33012		5800 Palm Ave Hialeah 33012
	2750 W 68 St 122 Hialeah 33016		2750 W 68 St 109 Hialeah 33016
	223 w 27 st Hialeah 33012		865 E 49 ST Hialeah 33013
	2552 W 3 Ct A Hialeah 33012		135 W 49 St Hialeah 33012
	496 W 18 St Hialeah 33010		1120 E 25 St Hialeah 33013
	3456 W 84 St F-101 Hialeah 33018		7700 W 20 Ave Hialeah 33016
	1840 W 49 St 302 Hialeah 33012		135 W 49 St Hialeah 33012
	14450 NW 102 Ave		3110 W 84 St 6 Hialeah 33018
	875 W 20 St		3110 W 48 St 8 Hialeah 33018
	7575 W 36 Ave		5485 Palm Ave Hialeah 33012
	2631 W 79 St Hialeah 33016		1978 W 60 ST Hialeah 33012
	8051 W 24 Ave 1 Hialeah 33016		5501 NW 36 Ave Hialeah 33142
	5341 W 20 Ave Hialeah 33012		5948 W 16 Ave Hialeah 33012
	3725 NW 41 St Hialeah 33142		135 W 49 St Hialeah 33012
	2470 W 3 Ave Hialeah 33010		2750 W 68 St 109 Hialeah 33016
	270 W 25 St Hialeah 33010		2750 W 68 St 109 Hialeah 33016
	2323 W 52 St Hialeah 33016		1677 W 33 PL Hialeah 33012
	1905 W 60 St Hialeah 33012		3792 W 12 Ave Hialeah 33012
	5 E 44 St Hialeah 33013		194 E 4 Ave Hialeah 33010
	5511 NW 37 Ave Hialeah 33142		135 W 49 St Hialeah 33012
	1275 W 47 PL 453 Hialeah 33012		135 W 49 St Hialeah 33012
	5341 W 20 Ave Hialeah 33012		135 W 49 St Hialeah 33012
	3675 NW 58 St Hialeah 33142		1602 Palm Ave Hialeah 33010
	2350 W 60 St 9 Hialeah 33016		8010 W Hialeah Gardens Blvd Hialeah 33018
	1275 W 47 PL 304 Hialeah 33012		7195 W 12 Ave Hialeah 33014
	564 Hialeah Dr Hialeah 33010		2750 W 68 St 125-126 Hialeah 33016
	6910 NW 37 Ave Hialeah 33147		2216 Palm Ave Hialeah 33010
	4480 E 11 Ave Hialeah 33013		1675 W 49 St Hialeah 33012
	4342 E 10 Ct Hialeah 33013		3418 W 84 St 100-110 Hialeah 33018
	455 W 23 St 1 Hialeah 33010		7105 W 12 Ave 4 Hialeah 33014
	712 Palm Ave Hialeah 33010		1255 W 46 St #18 Hialeah 33012
	5590 W 20 Ave 302 Hialeah 33016		1275 W 47 PL 432 Hialeah 33012
	621 W 20 St Hialeah 33010		4605 E 10 Ave Hialeah 33010
	2750 W 68 St 133 Hialeah 33016		135 W 49 St Hialeah 33012
	2582 W 3 Ave Hialeah 33010		1290 W 49 St 4 Hialeah 33012
	455 W 23 St 4-5 Hialeah 33010		135 W 49 St Hialeah 33012
	1275 W 47 PL #304 Hialeah 33012		2150 W 68 St 204 Hialeah 33016
	475 E Okeechobee Rd Hialeah 33010		7963 W 28 Ave Hialeah 33016
	3120 W 84 St 9 Hialeah 33018		2690 W 12 Ave Hialeah 33010
	2697 W 76 St Hialeah 33016		1060 W 29 ST Hialeah 33012
	1081 E 25 St Hialeah 33013		135 W 49 St Hialeah 33012
	1536 E 4 Ave Hialeah 330103		651 W. 17 ST
	1025 SE 5 St Hialeah 33010		1060 W. 29 ST
	142 W 29 St Hialeah 33012		543 W. 27 ST
	549 W 28 St Hialeah 33010		3800 W. 12th Avenue, Suite 1

EXHIBIT 2
BASIN REHABILITATION REQUIREMENTS

- 1) The Respondent shall, within ninety (90) days of the effective date of this Agreement, submit to DERM a plan to bring all Pump Station Basins, as specified in Exhibit 3 attached hereto, into compliance with the requirements of Chapter 24 of the Code. The plan shall identify all actions being taken, or to be taken, by the Respondent to bring each Basin into compliance and shall include anticipated completion dates for each action.
- 2) The Respondent shall, within three-hundred sixty-five (365) days of the effective date of this Agreement, rehabilitate all Basins under Moratorium, excluding basins under Absolute Moratorium, for issues unrelated to Sanitary System Evaluation Survey (SSES) requirements into full compliance with the provisions of Chapter 24 of the Code. The Respondent may request no more than two (2) six-month extensions for DERM review in accordance with the provisions of paragraph 26 of this Agreement
- 3) The Respondent shall, within eighteen (18) months of the effective date of this Agreement, rehabilitate all Basins under Absolute Moratorium, and all Basins under Moratorium for SSES (exceeding 5,000 gpdim), into full compliance with the provisions of Chapter 24 of the Code. The Respondent may request no more than two (2) six-month extensions for DERM review in accordance with the provisions of paragraph 26 of this Agreement.
- 4) The Respondent shall, within three hundred-sixty-five (365) days of the effective date of this Agreement, submit a Basin Plan of Action that provides the technical and financial framework which will minimize or eliminate future Moratoriums, and that provides for remediation of future Moratoriums within twelve (12) months from the date DERM changes the status of a Basin to Incomplete Moratorium (IN) or Initial Moratorium (IM).

EXHIBIT 3 - PS Status

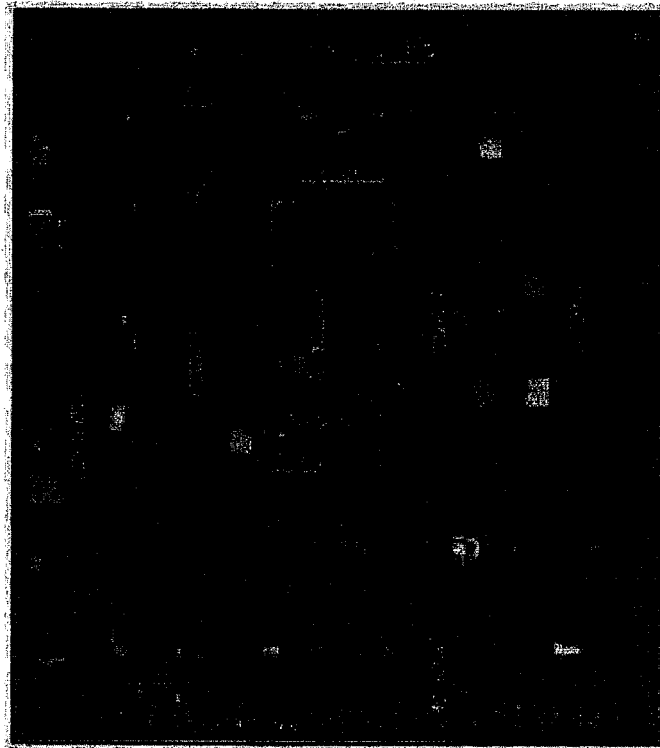
As of 1/14/2020

Station Number	Address	Status Code	Status Date
005	1198 E 6 ST	IN	
008	6998 NW 37 AVE	IN	
012	3511 E 9 LN	CM	
056	2750 W 2 AVE	AM	
105	3296 W 14 AVE	CM	
109	3980 W 6 AVE	IN	
116	1780 W 44 PL	IN	
119	1351 W 49 PL	IN	
124	1790 W 56 ST	IN	
127	1400 W 62 ST	AM	
128	6190 W 18 AVE	IN	
131	1250 W 69 ST	IN	
133	1425 W 72 ST	CM	
140	7999 W 18 AVE	IN	
141	8030 W 12 AVE	IN	
143	591 W 83 ST	IN	2/15/2019
154	2975 W 72 ST	CM	4/15/2014

EXHIBIT 4
Municipal GIS Water & Sewer Atlas/As-Builts Submittals
Technical Guidance
(Full Document Provided under Separate Cover)

Municipal GIS Water and Sewer
Atlas and As-Builts
Submittals

Technical Guidelines



Date:

December 4, 2018

**Miami-Dade County
Office of the Inspector General**

Exhibit 2

City of Hialeah Ordinance 2020-007
(4 pages)

**Administrative Case
Closure Report
19-0022-I**

ORDINANCE NO. 2020-007

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AMENDING CHAPTER 86 ENTITLED "TAXATION AND FEES", ARTICLE II. LOCAL BUSINESS TAX, OF THE CODE OF ORDINANCES OF THE CITY OF HIALEAH, AND IN PARTICULAR, REVISING HIALEAH CODE SECTION 86-34 ENTITLED "BUSINESS TAX RECEIPT REQUIRED", TO RESCIND SUBSECTION (C) TEMPORARY BUSINESS TAX RECEIPT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the specific purpose and intent of this ordinance is to rescind the temporary business tax receipt ordinance and end the program which allowed businesses to operate pending correction of code violations upon payment of an enhanced fee subject to a corrective action plan;

WHEREAS, the City believes that ending the temporary business tax receipt program will encourage compliance with all applicable codes and promote good stewardship;

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

Section 1: Chapter 86 entitled "Taxation and Fees", Article II. Local Business Tax, of the Code of Ordinances of the City of Hialeah, Florida, in particular, Hialeah Code § 86-34 entitled " Business tax receipt required ", is hereby amended to read as follows:

Chapter 86

TAXATION AND FEES

*

*

*

ARTICLE II. LOCAL BUSINESS TAX

*

*

*

Sec. 86-34. - Business tax receipt required.

- (a) No person shall engage in or manage any business, profession, service or occupation in the city, for which a business tax receipt and fee are required in this Code, without first obtaining such business tax receipt and paying the required fee.
- (b) Separate business tax receipts will be required for each place of business or by each separate classification of business at the same location.
- (c) ~~Temporary business tax receipt. The city may issue a temporary business tax receipt for 45 days upon payment of double the amount of the business tax to engage in or manage any business, profession, service or occupation in the city for which a business tax receipt and fee are required in this Code prior to final approval of the fire department if the applicant for the business tax receipt actively takes corrective action to complete a cure plan approved by the fire department to eliminate any fire code violations or deficiencies. The business tax administrator shall certify that all other requirements and approvals have been provided prior to providing the business tax receipt.~~

~~Upon payment of three times the amount of the business tax, the city may issue a temporary business tax receipt for 90 days prior to final approval of the fire department if the applicant for the business tax receipt actively takes corrective action to complete a cure plan approved by the fire department. The fire department reserves the right to modify the cure plan if additional violations are discovered or revealed while corrective action is being taken. If the cure plan requires additional time beyond 90 days and only upon approval of the fire chief or fire marshal based on good cause, the expiration of a temporary business tax receipt may be extended upon payment of an additional amount equal to the business tax. The local business tax section will provide an annual business tax receipt only after the fire department has given its final approval based on the completion of a cure plan that has eliminated all fire code violations or deficiencies covered in the cure plan. If the temporary business tax receipt expires prior to final fire department approval, the applicant shall cease operating the business immediately. The police department shall have~~

~~authority to prevent access to the premises, including locking outside doors facing the street or public areas until such time that an annual business tax receipt has been issued or provided.~~

*

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*

Section 2: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: Penalties.

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

Section 4: Inclusion in Code.

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

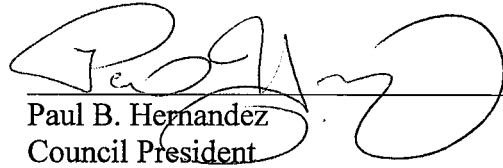
Section 5: Severability Clause.

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

Section 6: Effective Date.

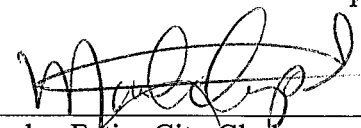
This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

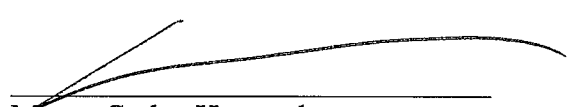
PASSED AND ADOPTED this 11 day of February, 2020.


Paul B. Hernandez
Council President

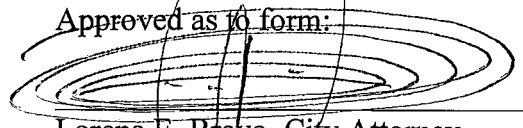
Attest:

Approved on this 19 day of February, 2020.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to form:


Lorena E. Bravo, City Attorney

Ordinance was adopted by a 7-0 vote with Councilmembers, Cue-
Fuente, De La Rosa, Garcia-Roves, Hernandez, Perez, Tundidor and
Zogby, voting "Yes".

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

**Miami-Dade County
Office of the Inspector General**

Exhibit 3

City of Hialeah Resolution 2020-026
(8 pages)

**Administrative Case
Closure Report
19-0022-I**

RESOLUTION NO. 2020-026

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING THE REIMBURSEMENT OF TAXES PAID FOR TEMPORARY BUSINESS TAX RECEIPTS TO EACH OF THE BUSINESS OPERATORS IDENTIFIED IN THE LIST ATTACHED AS EXHIBIT "1" AND IN THE AMOUNT PROVIDED FOR EACH, ALL TOTALING \$255,050.13; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the months of April 2016 and August 2019, the City issued temporary business tax receipts bypassing required DERM approvals to the business operators identified, and in the amount provided for each, in the list attached as Exhibit 1; and

WHEREAS, as part of the City's efforts to redress the public for the issuance of these unauthorized municipal licenses on January 28, 2020, the City Council adopted Hialeah, Fla. Resolution 2020-013 approving a consent agreement between Miami-Dade County DERM; and

WHEREAS, the City now wishes to reimburse the tax portion of the Temporary Business Tax Receipt to each of those business operators identified in Exhibit "1"; and

WHEREAS, the total amount of funds to be reimbursed is \$255,050.13, representing the tax portion only, excluding fire inspection fees; and

WHEREAS, reimbursement of these payments to the business operators affected by the unauthorized municipal licenses helps restore confidence and trust in governance, promotes good stewardship and is in the best interest of the City;

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

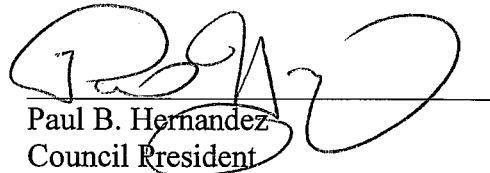
Section 1: The reimbursement of the tax portion of the Temporary Business Tax Receipts issued to the business operators identified in Exhibit "1" to this Resolution in the total amount of \$255,050.13 is hereby approved.

RESOLUTION NO. 2020-026

Page 2

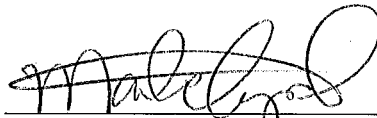
Section 2: This resolution shall become effective upon signature of the Mayor of the City of Hialeah, Florida or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

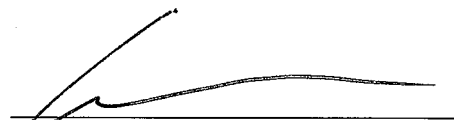
PASSED AND ADOPTED this 11 day of February, 2020.

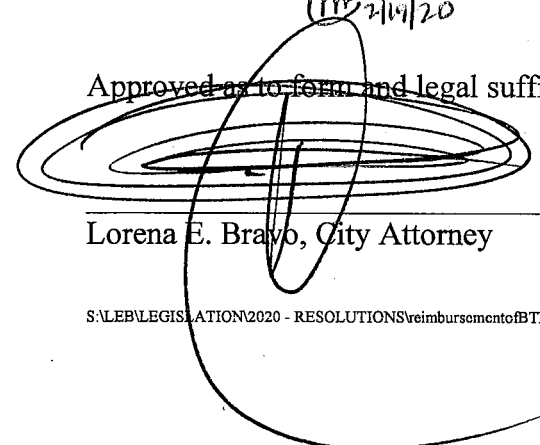

Paul B. Hernandez
Council President

Attest:

Approved on this 19 day of February, 2020.


Marbelys Fatjo, Acting City Clerk
(M 2/19/20)

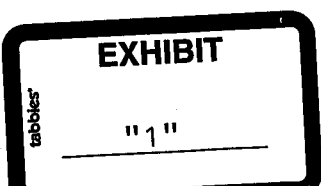

Mayor Carlos Hernandez


Approved as to form and legal sufficiency

Lorena E. Bravo, City Attorney

Resolution was adopted by a 7-0 vote with Councilmembers, Cue-Fuente, De La Rosa, Garcia-Roves, Hernandez, Perez, Tundidor and Zogby, voting "Yes".

BusinessName	Address	Lic_Number	Payment
A & R CUSTOM FINISHING CORP	3777 NW 46 ST, Hialeah, FL 33146	337110A524	\$ 810.00
A & R CUSTOM FINISHING CORP	3777 NW 46 ST, Hialeah, FL 33146	493110A841	\$ 900.00
1 A & R CUSTOM FINISHING CORP Total			\$ 1,710.00
ABBA COFFEE SHOP LLC	3600 W 18 AVE 100, Hialeah, FL 33018	722213-246	\$ 225.00
2 ABBA COFFEE SHOP LLC Total			\$ 225.00
ARCHIMARBLE	543 W 27 ST, Hialeah, FL 33010	327991A203	\$ 292.50
ARCHIMARBLE	543 W 27 ST, Hialeah, FL 33010	423990B67	\$ 503.75
3 ARCHIMARBLE Total			\$ 796.25
ARTS AND WELLNESS ACADEMY	5800 PALM AVE, Hialeah, FL 33012	611610-102	\$ 375.00
4 ARTS AND WELLNESS ACADEMY Total			\$ 375.00
BEST CALIBRESS LLC	4439 E 10 CT, Hialeah, FL 33013	311710B1	\$ 1,650.00
BEST CALIBRESS LLC	4439 E 10 CT, Hialeah, FL 33013	424260E2	\$ 3,850.00
BEST CALIBRESS LLC	4439 E 10 CT, Hialeah, FL 33013	424990-359	\$ 2,062.50
5 BEST CALIBRESS LLC Total			\$ 7,562.50
BLUEFIN INTERNATIONAL FISHERIES, INC.	2375 W 80 ST 7, Hialeah, FL 33016	311712A4	\$ 1,102.50
6 BLUEFIN INTERNATIONAL FISHERIES, INC. Total			\$ 1,102.50
BURGOS DENTAL SERVICES LLC	2750 W 68 ST 109, Hialeah, FL 33016	621210A315	\$ 1,125.00
7 BURGOS DENTAL SERVICES LLC Total			\$ 1,125.00
CABANZON SPORT CARS LLC	865 E 49 ST, Hialeah, FL 33013	441120-154	\$ 1,200.00
CABANZON SPORT CARS LLC	865 E 49 ST, Hialeah, FL 33013	522220-60	\$ 1,500.00
8 CABANZON SPORT CARS LLC Total			\$ 2,700.00
CARLOS PABLO RAMOS MD	135 W 49 ST, Hialeah, FL 33012	621111A2416	\$ 750.00
9 CARLOS PABLO RAMOS MD Total			\$ 750.00
CARNICERIA ARGENTINA INC (GRAZIANOS)	5999 W 16 AVE, Hialeah, FL 33012	445210-34	\$ 5,880.00
CARNICERIA ARGENTINA INC (GRAZIANOS)	5999 W 16 AVE, Hialeah, FL 33012	445291-120	\$ 3,640.00
CARNICERIA ARGENTINA INC (GRAZIANOS)	5999 W 16 AVE, Hialeah, FL 33012	722213-229	\$ 2,100.00
10 CARNICERIA ARGENTINA INC (GRAZIANOS) Total			\$ 11,620.00
CARSOFA ENTERPRISES LLC	1120 E 25 ST, Hialeah, FL 33013	722110A706	\$ 1,200.00
CARSOFA ENTERPRISES LLC	1120 E 25 ST, Hialeah, FL 33013	722211-529	\$ 1,200.00
11 CARSOFA ENTERPRISES LLC Total			\$ 2,400.00
CENTURY STAIN CREATION LLC	1520 W 41 ST, Hialeah, FL 33012	326113A1	\$ 320.00
CENTURY STAIN CREATION LLC	1520 W 41 ST, Hialeah, FL 33012	423990A137	\$ 425.00
12 CENTURY STAIN CREATION LLC Total			\$ 745.00
CHURCH OF JESUS CHRIST THE ALMIGHTY CHURCH	7700 W 20 AVE, Hialeah, FL 33016	8113110-78	\$ -
13 CHURCH OF JESUS CHRIST THE ALMIGHTY CHURCH Total			\$ -
CLAUDIO SOBERANES	2750 W 68 ST 122, Hialeah, FL 33016	621340A73	\$ 1,500.00
14 CLAUDIO SOBERANES Total			\$ 1,500.00
CLINICA LAS MERCEDES III INC.	2750 W 68 ST 122, Hialeah, FL 33016	621340B20	\$ 1,500.00
15 CLINICA LAS MERCEDES III INC. Total			\$ 1,500.00
COR INJURY CENTERS OF HIALEAH	1275 W 47 PL #301-302 Hialeah, FL 33012	621310B41	\$ 3,375.00
16 COR INJURY CENTERS OF HIALEAH Total			\$ 3,375.00
DANCE CREATIONS	3110 W 84 ST 6, Hialeah, FL 33018	611610-103	\$ 375.00
17 DANCE CREATIONS Total			\$ 375.00
DANCE CREATIONS CORP.	3110 W 84 ST 6, Hialeah, FL 33018	611610-104	\$ 375.00
18 DANCE CREATIONS CORP. Total			\$ 375.00
DANCE URGE DANCE ACADEMY	223 W 27 ST, Hialeah, FL 33012	611610-96	\$ 1,531.25
19 DANCE URGE DANCE ACADEMY Total			\$ 1,531.25
DJ CABINET FACTORY INC	2552 W 3 CT A, Hialeah, FL 33012	337110A507	\$ 1,102.50



DJ CABINET FACTORY INC	2552 W 3 CT A, Hialeah, FL 33012	423210A28	\$	1,531.25
DJ CABINET FACTORY INC	2552 W 3 CT A, Hialeah, FL 33012	493110A789	\$	1,225.00
20 DJ CABINET FACTORY INC Total			\$	3,858.75
EL PALENOQUE PIZZERIA	5485 PALM AVE, Hialeah, FL 33012	722110A731	\$	300.00
EL PALENOQUE PIZZERIA	5485 PALM AVE, Hialeah, FL 33012	722211-572	\$	300.00
21 EL PALENOQUE PIZZERIA Total			\$	600.00
EL PARADITO RAPIDITOS CORP	1978 W 60 ST, Hialeah, FL 33012	722110A685	\$	2,275.00
EL PARADITO RAPIDITOS CORP	1978 W 60 ST, Hialeah, FL 33012	722211-499	\$	2,275.00
22 EL PARADITO RAPIDITOS CORP Total			\$	4,550.00
ELECTRONIC RECYCLING CENTER INC	5501 NW 36 AVE, Hialeah, FL 33142	562920-4	\$	6,900.00
ELECTRONIC RECYCLING CENTER INC	496 West 18 Street, Hialeah, FL 33010	314121B1	\$	1,080.00
23 ELECTRONIC RECYCLING CENTER INC Total	496 West 18 Street, Hialeah, FL 33010	424310D4	\$	2,250.00
FABIRC, DRAPERIES, AND BEDSPREADS LLC	5948 W 16 AVE, Hialeah, FL 33012	453998-1095	\$	3,330.00
FABIRC, DRAPERIES, AND BEDSPREADS LLC	5948 W 16 AVE, Hialeah, FL 33012	812910-42	\$	1,800.00
24 FABIRC, DRAPERIES, AND BEDSPREADS LLC Total			\$	2,175.00
FASHION PET BEAUTY SALON	1275 W 47 PL #301-302 Hialeah, FL 33012	621310A138	\$	3,975.00
FASHION PET BEAUTY SALON	3456 W 84 ST F-101, Hialeah, FL 33018	337110A483	\$	750.00
25 FASHION PET BEAUTY SALON Total	3456 W 84 ST F-101, Hialeah, FL 33018	423990A117	\$	1,957.50
FELUPE CONTRO	1840 W 49 ST 302, Hialeah, FL 33012	621111A2435	\$	2,718.75
FELUPE CONTRO Total	2750 W 68 ST 109, Hialeah, FL 33016	621210B130	\$	4,676.25
FERNANDEZ CARPENTRY FINISH TOUCH	875 W 20 ST, Hialeah, FL 33010	493110B126	\$	375.00
FERNANDEZ CARPENTRY FINISH TOUCH	875 W 20 ST, Hialeah, FL 33010	811310-55	\$	375.00
27 FERNANDEZ CARPENTRY FINISH TOUCH Total			\$	750.00
GERARDO A VALDES, MD	14450 NW 102 AVE, Hialeah, FL 33018	561110-261	\$	1,500.00
GERARDO A VALDES, MD Total	2750 W 68 ST 109, Hialeah, FL 33016	621210A316	\$	1,500.00
GISELA BURGOS DDS	7575 W 36 AVE, Hialeah, FL 33018	722110A718	\$	1,125.00
GISELA BURGOS DDS Total	7575 W 36 AVE, Hialeah, FL 33018	722211-554	\$	1,125.00
GONZALEZ AND SONS EQUIPMENT	2631 W 79 Street Hialeah FL 33016	711510-9	\$	650.00
GONZALEZ AND SONS EQUIPMENT	8051 W 24 AVE 1, Hialeah, FL 33016	445291-118	\$	1,300.00
29 GONZALEZ AND SONS EQUIPMENT Total	8051 W 24 AVE 1, Hialeah, FL 33016	722211-468	\$	1,225.00
GONZALEZ PROEPERTY INVESTMENTS LTD	1677 W 33 PL, Hialeah, FL 33012	811121A124	\$	2,475.00
GONZALEZ PROEPERTY INVESTMENTS LTD Total	2631 W 79 Street Hialeah FL 33016	711510-9	\$	2,475.00
HECTOR MOREION DDS	5341 W 20 AVE, Hialeah, FL 33012	621111A2248	\$	4,950.00
HECTOR MOREION DDS Total	3725 NW 41 ST, Hialeah, FL 33142	337110A547	\$	3,000.00
HIALEAH MARATHON	3725 NW 41 ST, Hialeah, FL 33142	423210E19	\$	2,250.00
HIALEAH MARATHON	3792 W 12 AVE, Hialeah, FL 33012	722110A157	\$	270.00
32 HIALEAH MARATHON Total			\$	1,110.00
IMG STRONGARM AND EXECUTIVE CENTER CONDOMINIUM ASSOCIATION INC.			\$	1,500.00
IMG STRONGARM AND EXECUTIVE CENTER CONDOMINIUM ASSOCIATION INC. Total			\$	
INGRID'S ICE CREAM SANDWHICH			\$	
INGRID'S ICE CREAM SANDWHICH			\$	
33 INGRID'S ICE CREAM SANDWHICH Total			\$	
J & K PAINT & BODY SHOP			\$	
J & K PAINT & BODY SHOP			\$	
34 J & K PAINT & BODY SHOP Total			\$	
JAVIER PUENTES, MD			\$	
JAVIER PUENTES, MD Total			\$	
JC DESIGN STUDIO, LLC			\$	
JC DESIGN STUDIO, LLC			\$	
35 JC DESIGN STUDIO, LLC Total			\$	
JERRY 12TH AVE PIZZA			\$	
JERRY 12TH AVE PIZZA			\$	
36 JERRY 12TH AVE PIZZA Total			\$	

JERRY 12TH AVE PIZZA	3792 W 12 AVE, Hialeah, FL 33012	722211-408	\$	1,500.00
39 JERRY 12TH AVE PIZZA Total			\$	3,000.00
JERRY SALON & SPA	194 E 4 AVE, Hialeah, FL 33010	446120-121	\$	1,225.00
JERRY SALON & SPA	194 E 4 AVE, Hialeah, FL 33010	812112-363	\$	1,068.75
40 JERRY SALON & SPA Total			\$	2,293.75
JM CANNINET DESIGN INC	2470 W 3 AVE, Hialeah, FL 33010	238990-431	\$	1,800.00
JM CANNINET DESIGN INC	2470 W 3 AVE, Hialeah, FL 33010	327991A187	\$	1,080.00
JM CANNINET DESIGN INC	2470 W 3 AVE, Hialeah, FL 33010	337110A505	\$	810.00
JM CANNINET DESIGN INC	2470 W 3 AVE, Hialeah, FL 33010	423990A151	\$	375.00
41 JM CANNINET DESIGN INC Total			\$	4,065.00
JORGE CATERING SERVICES	270 W 25 ST, Hialeah, FL 33010	311999A11	\$	1,080.00
JORGE CATERING SERVICES	270 W 25 ST, Hialeah, FL 33010	424490B20	\$	1,860.00
JORGE CATERING SERVICES	270 W 25 ST, Hialeah, FL 33010	493190B13	\$	1,560.00
42 JORGE CATERING SERVICES Total			\$	4,500.00
JORGE DANIEL BARONA	2750 W 68 ST 109, Hialeah, FL 33016	621210A314	\$	750.00
43 JORGE DANIEL BARONA Total			\$	750.00
JOSE ANTONIO	1275 W 47 PL #304 Hialeah, FL 33012	621399N235	\$	375.00
44 JOSE ANTONIO Total			\$	375.00
JOSE ANTONIO LAVERGNE, MID	135 W 49 ST, Hialeah, FL 33012	621111A2417	\$	750.00
45 JOSE ANTONIO LAVERGNE, MID Total			\$	750.00
JUAN SAROL MD	135 W 49 ST, Hialeah, FL 33012	621111A2418	\$	750.00
46 JUAN SAROL MD Total			\$	750.00
KING & QUEEN LOUNGE	1602 PALM AVE, Hialeah, FL 33010	722110A317	\$	3,340.00
KING & QUEEN LOUNGE	1602 PALM AVE, Hialeah, FL 33010	722211-486	\$	1,850.00
KING & QUEEN LOUNGE	1602 PALM AVE, Hialeah, FL 33010	722320-38	\$	1,700.00
47 KING & QUEEN LOUNGE Total			\$	6,890.00
L & L GAS CORP	7195 W 12 AVE, Hialeah, FL 33014	722110A715	\$	900.00
L & L GAS CORP	7195 W 12 AVE, Hialeah, FL 33014	722211-551	\$	900.00
L & L GAS CORP	7195 W 12 AVE, Hialeah, FL 33014	722213-243	\$	675.00
48 L & L GAS CORP Total			\$	2,475.00
LA GANGA STORE CORP	2323 W 52 ST, Hialeah, FL 33016	448140-891	\$	2,360.00
49 LA GANGA STORE CORP Total			\$	2,360.00
LA GUAJIRA PIZZERIA CUBANA LLC	1905 W 60 ST, Hialeah, FL 33012	722110A709	\$	1,200.00
LA GUAJIRA PIZZERIA CUBANA LLC	1905 W 60 ST, Hialeah, FL 33012	722211-535	\$	1,200.00
50 LA GUAJIRA PIZZERIA CUBANA LLC Total			\$	2,400.00
LA MILENA MINI MARKET LLC	5 E 44 ST, Hialeah, FL 33013	445110-104	\$	1,820.00
LA MILENA MINI MARKET LLC	5 E 44 ST, Hialeah, FL 33013	452990-309	\$	1,730.00
LA MILENA MINI MARKET LLC	5 E 44 ST, Hialeah, FL 33013	722213-65	\$	725.00
51 LA MILENA MINI MARKET LLC Total			\$	4,275.00
LAS MERCEDES ADULT DAY CARE II	2750 W 68 ST 125-126, Hialeah, FL 33016	624120-18	\$	4,809.93
52 LAS MERCEDES ADULT DAY CARE II Total			\$	4,809.93
LIFT STATION R US CORP.	5511 NW 37 AVE, Hialeah, FL 33142	423830B12	\$	3,720.00
LIFT STATION R US CORP.	5511 NW 37 AVE, Hialeah, FL 33142	811310-52	\$	1,800.00
53 LIFT STATION R US CORP. Total			\$	5,520.00
LITTLE BEGINNERS	2216 PALM AVE, Hialeah, FL 33010	448190-34	\$	3,375.00
LITTLE BEGINNERS	2216 PALM AVE, Hialeah, FL 33010	624410-151	\$	4,218.75
54 LITTLE BEGINNERS Total			\$	7,593.75
LOTTSAMAMA MUSIC BMI INC.	1275 W 47 PL 452/453, Hialeah, FL 33012	512240-3	\$	675.00
LOTTSAMAMA MUSIC BMI INC.	1275 W 47 PL 452/453, Hialeah, FL 33012	512240-4	\$	675.00

55	LOTTSAMAMA MUSIC BIMI INC. Total									\$	1,350.00
	MANGO BICHE MIA GROUP 2 CO	1675 W 49 ST 4522, Hialeah, FL 33012	722213-236							\$	1,425.00
56	MANGO BICHE MIA GROUP 2 CO Total									\$	1,425.00
	MED ACADEMY	3418 W 84 ST 100-110, Hialeah, FL 33018	611519-40							\$	1,800.00
57	MED ACADEMY Total									\$	1,800.00
	MILKY'S ESTHER GONZALEZ, RN	5341 W 20 AVE, Hialeah, FL 33012	621399N166							\$	2,250.00
58	MILKY'S ESTHER GONZALEZ, RN Total									\$	2,250.00
	ML EXPRESS DELIVERY, INC.	3675 NW 58 ST, Hialeah, FL 33142	484110-414							\$	600.00
	ML EXPRESS DELIVERY, INC.	3675 NW 58 ST, Hialeah, FL 33142	811111-309							\$	375.00
59	ML EXPRESS DELIVERY, INC. Total									\$	975.00
	MODEL NAIL LLC	2350 W 60 ST 9, Hialeah, FL 33016	812112N68							\$	900.00
	MODEL NAIL LLC	2350 W 60 ST 9, Hialeah, FL 33016	812113-25							\$	1,550.00
60	MODEL NAIL LLC Total									\$	2,450.00
	MORALES & MEDINA THERAPY CORP	1275 W 47 PL 304, Hialeah, FL 33012	621111B784							\$	375.00
	MORALES & MEDINA THERAPY CORP	1275 W 47 PL 304, Hialeah, FL 33012	621399B20							\$	375.00
61	MORALES & MEDINA THERAPY CORP Total									\$	750.00
	MORERA PIZZA 2	564 HIALEAH DR, Hialeah, FL 33010	722110A716							\$	1,110.00
62	MORERA PIZZA 2 Total									\$	900.00
	NEW GENERATION WOOD WORK INC.	6910 NW 37 AVE, Hialeah, FL 33147	337110A515							\$	810.00
	NEW GENERATION WOOD WORK INC.	6910 NW 37 AVE, Hialeah, FL 33147	423990A163							\$	1,125.00
63	NEW GENERATION WOOD WORK INC. Total									\$	1,935.00
	NICK'S BARBER SHOP, INC.	7105 W 12 AVE 4, Hialeah, FL 33014	812111-136							\$	450.00
64	NICK'S BARBER SHOP, INC. Total									\$	450.00
	OIL FOR LESS INC.	4480 E 11 AVE, Hialeah, FL 33013	424990B20							\$	581.25
	OIL FOR LESS INC.	4480 E 11 AVE, Hialeah, FL 33013	493190B14							\$	487.50
65	OIL FOR LESS INC. Total									\$	1,068.75
	OLIVERA RODRIGUEZ GRANITE & MARBLE CORP.	4342 E 10 CT, Hialeah, FL 33013	327991A200							\$	270.00
	OLIVERA RODRIGUEZ GRANITE & MARBLE CORP.	4342 E 10 CT, Hialeah, FL 33013	423990A222							\$	375.00
66	OLIVERA RODRIGUEZ GRANITE & MARBLE CORP. Total									\$	645.00
	PA COMER BAKERY & SUBS INC	455 W 23 ST 1, Hialeah, FL 33010	722110A649							\$	3,075.00
	PA COMER BAKERY & SUBS INC	455 W 23 ST 1, Hialeah, FL 33010	722211-436							\$	3,075.00
67	PA COMER BAKERY & SUBS INC Total									\$	6,150.00
	PAN.COM SANDWICHERIA	1255 W 46 St #18 Hialeah, FL 33012	722110A722							\$	600.00
	PAN.COM SANDWICHERIA	1255 W 46 St #18 Hialeah, FL 33012	722211-558							\$	600.00
68	PAN.COM SANDWICHERIA Total									\$	1,200.00
	PREFERRED HARDWARE & FISH MARKET	712 PALM AVE, Hialeah, FL 33010	722110A725							\$	600.00
	PREFERRED HARDWARE & FISH MARKET	712 PALM AVE, Hialeah, FL 33010	722211-564							\$	600.00
69	PREFERRED HARDWARE & FISH MARKET Total									\$	1,200.00
	PRIMECARE FAMILY CENTERS	5590 W 20 AVE 302, Hialeah, FL 33016	813410-23							\$	2,275.00
70	PRIMECARE FAMILY CENTERS Total									\$	2,275.00
	PROLABEL INC	621 W 20 ST, Hialeah, FL 33010	323115B1							\$	3,060.00
71	PROLABEL INC Total									\$	3,060.00
	PUERQUITO RELLENDO.COM INC	2750 W 68 ST 133, Hialeah, FL 33016	722110A717							\$	900.00
	PUERQUITO RELLENDO.COM INC	2750 W 68 ST 133, Hialeah, FL 33016	722211-553							\$	900.00
72	PUERQUITO RELLENDO.COM INC Total									\$	1,800.00
	RAMOS BROTHER'S CORP.	2582 W 3 AVE, Hialeah, FL 33010	441120-7							\$	13,500.00
73	RAMOS BROTHER'S CORP. Total									\$	13,500.00
	RED HAND INK CORP	455 W 23 ST 4-5, Hialeah, FL 33010	453998-1008							\$	3,375.00

RED HAND INK CORP	455 W 23 ST 4-5, Hialeah, FL 33010	812199T21	\$	5,906.25
74 RED HAND INK CORP Total			\$	9,281.25
RED LIPS MAKEUP ARTISTRY	1275 W 47 PL 432, Hialeah, FL 33012	812112N65	\$	275.00
75 RED LIPS MAKEUP ARTISTRY Total			\$	275.00
REGALADO'S CORP	4605 E 10 AVE, Hialeah, FL 33013	722213-224	\$	1,800.00
76 REGALADO'S CORP Total			\$	1,800.00
ROBERTO J FERNANDEZ, MD	135 W 49 ST, Hialeah, FL 33012	621111A2420	\$	750.00
77 ROBERTO J FERNANDEZ, MD Total			\$	750.00
ROLANDO TORRES	1275 W 47 PL #304 Hialeah, FL 33012	621399M72	\$	375.00
78 ROLANDO TORRES Total			\$	375.00
ROSIE NAIL TECH SALONS	1290 W 49 ST 4, Hialeah, FL 33012	812113-20	\$	1,350.00
79 ROSIE NAIL TECH SALONS Total			\$	1,350.00
SERGIO MAX RODRIGUEZ JR, MD	135 W 49 ST, Hialeah, FL 33012	621111A2419	\$	750.00
80 SERGIO MAX RODRIGUEZ JR, MD Total			\$	750.00
SMART BUY FURNITURE	475 E OKEECHOBEE RD, Hialeah, FL 33010	442110-96	\$	7,250.00
81 SMART BUY FURNITURE Total			\$	7,250.00
SURVIVOR KRAV MAGA CORP	3120 W 84 ST 9, Hialeah, FL 33018	611610-107	\$	375.00
82 SURVIVOR KRAV MAGA CORP Total			\$	375.00
THAT COFFEE LLC	2697 W 76 ST, Hialeah, FL 33016	311920A5	\$	2,875.20
83 THAT COFFEE LLC Total			\$	2,875.20
THE LABORATORY	2150 W 68 ST 204, Hialeah, FL 33016	621511-91	\$	2,625.00
84 THE LABORATORY Total			\$	2,625.00
TJERAS BARBERSHOP	1081 E 25 ST, Hialeah, FL 33013	812111-131	\$	900.00
85 TJERAS BARBERSHOP Total			\$	900.00
TOPTIER CORP	7963 W 28 AVE, Hialeah, FL 33016	812111-139	\$	630.00
86 TOPTIER CORP Total			\$	630.00
TOSCANA PIZZERIA AND COFFEESHOP	2690 W 12 AVE, Hialeah, FL 33010	722110A727	\$	625.00
TOSCANA PIZZERIA AND COFFEESHOP	2690 W 12 AVE, Hialeah, FL 33010	722211-567	\$	625.00
87 TOSCANA PIZZERIA AND COFFEESHOP Total			\$	1,250.00
TOSTAO CAFE RESTAURANT	1536 E 4 AVE, Hialeah, FL 33013	722110A402	\$	300.00
TOSTAO CAFE RESTAURANT	1536 E 4 AVE, Hialeah, FL 33013	722211-175	\$	300.00
88 TOSTAO CAFE RESTAURANT Total			\$	600.00
TRADEPAK INC	1025 SE 5 ST, Hialeah, FL 33010	326111B1	\$	1,080.00
TRADEPAK INC	1025 SE 5 ST, Hialeah, FL 33010	423990-616	\$	1,350.00
TRADEPAK INC	1025 SE 5 ST, Hialeah, FL 33010	424130E5	\$	2,520.00
89 TRADEPAK INC Total			\$	4,950.00
TROPICAL SUPERMARKET NO 12	1060 W 29 ST Hialeah, FL 33012	452990-715	\$	3,852.50
TROPICAL SUPERMARKET NO 12	1060 W 29 ST Hialeah, FL 33012	722320-99	\$	4,387.50
90 TROPICAL SUPERMARKET NO 12 Total			\$	8,240.00
UNITED IMPACT WINDOW AND DOORS INC.	142 W 29 ST, Hialeah, FL 33012	327215A38	\$	1,687.50
UNITED IMPACT WINDOW AND DOORS INC.	142 W 29 ST, Hialeah, FL 33012	423990C16	\$	3,562.50
91 UNITED IMPACT WINDOW AND DOORS INC. Total			\$	5,250.00
UNIVERSAL METAL SOLUTIONS	549 W 28 ST, Hialeah, FL 33010	332322A28	\$	270.00
UNIVERSAL METAL SOLUTIONS	549 W 28 ST, Hialeah, FL 33010	423720B5	\$	465.00
92 UNIVERSAL METAL SOLUTIONS Total			\$	735.00
UNIVISTA INSURANCE	4915 E 2 AVE, Hialeah, FL 33013	524210-271	\$	5,250.00
93 UNIVISTA INSURANCE Total			\$	5,250.00
USA Sheet Metal Inc	651 W 17 St, Hialeah, FL 33010	332439B1	\$	2,520.00
USA Sheet Metal Inc	651 W 17 St, Hialeah, FL 33010	423990B29	\$	3,150.00

94 USA Sheet Metal Inc Total					
VANESSA MENDEZ, MD	135 W 49 ST, Hialeah, FL 33012	621111A2415	\$	5,670.00	
95 VANESSA MENDEZ, MD Total			\$	750.00	
VENAVERTE MEDICAL CENTER	5341 W 20 AVE, Hialeah, FL 33012	621111B735	\$	2,250.00	
96 VENAVERTE MEDICAL CENTER Total			\$	2,250.00	
VIDA MEDICAL REHAB	1840 W 49 ST 302, Hialeah, FL 33012	621111B788	\$	375.00	
97 VIDA MEDICAL REHAB Total			\$	375.00	
VL GLASS DESIGN	533 W 27 ST, Hialeah, FL 33010	327215A40	\$	540.00	
VL GLASS DESIGN	533 W 27 ST, Hialeah, FL 33010	423990A208	\$	750.00	
98 VL GLASS DESIGN Total			\$	1,290.00	
WALTER JERMAKOWICZ	1275 W 47 PL #304 Hialeah, FL 33012	621111A2430	\$	375.00	
99 WALTER JERMAKOWICZ Total			\$	375.00	
WILLIAM M SEUFERT	1275 W 47 PL #301-302 Hialeah, FL 33012	621310A142	\$	2,625.00	
100 WILLIAM M SEUFERT Total			\$	2,625.00	
Grand Total			\$	255,050.13	

Miami-Dade County Office of the Inspector General

Appendix A

**City of Hialeah Response to
Draft Administrative Case Closure Report
(2 pages)**

**Administrative Case
Closure Report
19-0022-I**

From: [Bravo, Lorena](#)
To: [McNally, Maria L. \(OIG\)](#)
Cc: [Monreal, Ismare \(COH\)](#); [San Jose, Carlos \(COH\)](#); [Mayor Bovo \(Staff\)](#); [Gruich, Yesenia](#); [Oliva, Yumai](#)
Subject: RE: On Behalf of Inspector General Felix Jimenez- OIG Draft Administrative Case Closure Report, City of Hialeah Circumventing DERM by Issuing Temporary Business Tax Licenses, Ref.: IG-19-0022-I
Date: Monday, August 8, 2022 5:06:43 PM

EMAIL RECEIVED FROM EXTERNAL
SOURCE

Good afternoon, Ms. McNally.

We thank the Inspector General for the opportunity to review his draft close out report and provide comment. At this time, the City does not wish to provide any substantive response about the Inspector General's findings and conclusions. The City continues to work with the County to remain compliant with the terms of the Consent Agreement. While the Consent Agreement is a stand-alone agreement and the CA speaks for itself, we'd like to point out to the Inspector General for accuracy of his report the following two minor factual discrepancies with respect to the City's obligations under the CA:

1. By letter dated February 23, 2021, DERM granted the City an extension of the deadline for the implementation of the electronic intake system. Our deadline for pre-deployment testing is February 2023 and February 2024 for full deployment.
2. The intake system is intended to grant viewing access only to DERM.

Sincerely,

Lorena E. Bravo
City Attorney
City of Hialeah
501 Palm Avenue
4th Floor – Law Dept.
Hialeah, FL 33010
Tel: (305) 883-5926
Fax: (305) 883-5896

From: McNally, Maria L. (OIG) <Maria.McNally@miamidade.gov>
Sent: Friday, August 5, 2022 12:00 PM
To: Mayor E. Bovo (Public) <MayorEBovo@hialeahfl.gov>
Cc: Bravo, Lorena <LBravo@hialeahfl.gov>; Elizabeth.hernandez@bowmanandbrooke.com
Subject: On Behalf of Inspector General Felix Jimenez- OIG Draft Administrative Case Closure Report, City of Hialeah Circumventing DERM by Issuing Temporary Business Tax Licenses, Ref.: IG-19-0022-I
Importance: High

WARNING: This email originated outside of the City of Hialeah. Do not click on any links or attachments unless you recognize the sender and know the content is safe.

On behalf of Inspector General Felix Jimenez, please find attached an OIG draft administrative case closure report regarding the above-captioned subject.

Email secured by Check Point

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.