City Commission Meeting

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
July 8, 2015

Mayor Philip Levine
Vice-Mayor Edward L. Tobin
Commissioner Michael Grieco
Commissioner Joy Malakoff
Commissioner Micky Steinberg
Commissioner Deede Weithorn
Commissioner Jonah Wolfson

City Manager Jimmy L. Morales
City Attorney Raul J. Aguila
City Clerk Rafael E. Granado

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach, entitled "Lobbyists," requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the Office of the City Clerk. Questions regarding the provisions of the Code should be directed to the Office of the City Attorney.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

In order to ensure adequate public consideration, if necessary, the Mayor and City Commission may move any agenda item to an alternate meeting date. In addition, the Mayor and City Commission may, at their discretion, adjourn the Commission Meeting without reaching all agenda items.

AGENDA

1. Call to Order - 8:30 a.m.

2. Inspirational Message and Pledge of Allegiance

3. Requests for Additions, Withdrawals, and Deferrals

4. Recess for lunch at approximately 12:00 p.m.

CONSENT AGENDA

C2 - Competitive Bid Reports

C2A Request For Approval To Issue A Request For Qualifications (RFQ) No. 2015-211-KB For Architectural And Engineering Design Services For The North Shore Open Space Park Project.
(Procurement/Capital Improvement Projects)

C2B Request For Approval To Issue Request For Proposals (RFP) No. 2015-177-JR For Electric Vehicle Charging Stations For The City's Parking Facilities, Parking Garages And Surface Lots.
(Procurement/Environment & Sustainability)

C2C Request For Approval To Reject All Bids Receipt Pursuant To Invitation To Bid ITB 2015-012-AK, Printing And Bulk Mailing Services.
(Procurement/Citywide)

C2D Request For Approval To Authorize The Issuance Of A Request For Proposals (RFP) For Health Care Benefits Consulting Services.
(Procurement/Human Resources)

C2E Request For Approval To Authorize The Issuance Of A Request For Qualifications (RFQ) No. 2015-206-KB For Roofing Consultant Services.
(Procurement/Public Works)

C2F Request Approval To Exercise Term Renewal Options On Contracts For Routine Operational Requirements.
(Procurement)

C2G Request For Approval To Authorize The Issuance Of A Request For Proposal (RFP) For The Management And Operation Of Concession Stands And Beachfront Concessions, Located East Of Collins Avenue Near 21st Street And 46th Street.
(Procurement/Tourism, Cultural & Economic Development)

C4 - Commission Committee Assignments

C4A Referral To The Neighborhood/Community Affairs Committee - Discussion Regarding Options For The Relocation Of The 21st Street Teen Center.
(Parks & Recreation)

C4 - Commission Committee Assignments

C4B Referral To The July 31, 2015 Neighborhood/Community Affairs Committee Meeting To Discuss Amending Chapter 74 Of The Code Of The City Of Miami Beach, Entitled "Peddlers And Solicitors," By Amending Article III, Entitled "Panhandling On Public Property," To Provide Additional Areas Where Panhandling Is Prohibited; Providing For Repealer, Severability, Codification, And An Effective Date.

(Housing & Community Services)

C4C Referral To The Land Use And Development Committee Meeting - Discussion On A Proposed Ordinance Amendment To Modify The Minimum Front And Side Setback, And Minimum Pervious Area Requirements For Single Family Homes, As Well As Simplifying The Regulations Pertaining To The Calculation Of Unit Size And Lot Coverage.

(Sponsored by Commissioner Joy Malakoff)

C4D Referral To The Land Use And Development Committee – Discussion Pertaining To Main Use Parking Structure Height Limits On Terminal Island.

(Office of the City Manager)

C4E Referral To Sustainability & Resiliency Committee Regarding Green Roofs.

(Sponsored by Commissioner Deede Weithorn)

C4F Referral To The Land Use And Development Committee - Discuss Additional Height In The Alton Road Parking District For Projects That Provide Structured Parking.

(Sponsored by Commissioner Joy Malakoff)

C6 - Commission Committee Reports

C6A Report Of The June 3, 2015 Finance And Citywide Projects Committee Meeting: **1)** General Fund CSL Update and Proposed Millage Rate. **2)** Review of Proposed Capital Budget. **3)** Proposed Uses of Law Enforcement Trust Funds. **4)** Discussion Regarding The Live Nation Management Agreement For The Jackie Gleason Theater. **5)** Discussion Regarding Flooding and Sea Rise Regarding The 2015-2016 Storm Water Utilities Methodology. **6)** Discussion Regarding the Convention Headquarter Hotel Lease. **7)** Discussion Regarding A Resolution Approving The Term Sheet Attached And Incorporated As Exhibit "A" To This Resolution, And Authorizing The City Attorney's Office To Negotiate A Purchase And Sale Agreement (PSA) Between The City And 8701 Collins Development, LLC ("8701") For The Sale Of The City Property Located At 226 87 Street To 8701 (City Parcel), And To Develop Both The City Parcel And 7925 Collins Avenue (The "8701 Parcel") Under A Unified Development Project (The "Project"); Which PSA Will Include The Design, Development And Construction Of The Project, At 8701's Sole Cost And Expense, A Main Use Parking Garage, Which Shall Include (I) Commercial Uses Such As Spa, Restaurants, And Similar Uses; (II) One Or More Levels Of Parking Garage Directly Above The First Floor, Including Mechanical Parking Elements With Valet Service; (Except For The City Unit); (III) Approximately 12,000 Square Feet Of Retail On The First Floor; And (IV) A City Municipal Parking Condominium Unit (The "City Unit") Of 75 Parking Spaces Which May Be Located In The Basement; And Pursuant To Section 82-37 Of The City Code, Directing The City Manager To Transmit The Term Sheet And Draft PSA To The Finance And Citywide Projects Committee For Review Prior To City Commission Final Approval Of The PSA; And The Term Sheet And Draft PSA Shall Also Be Reviewed By The Planning Board As Required By Section 1.03(B)(4) Of The City Charter.

C6 - Commission Committee Reports

C6B Report Of The June 17, 2015 Land Use And Development Committee Meeting: **1)** Discussion On Possible Amendments To Chapter 6 And Chapter 142 Of The City Code. **2)** Update On North Beach Overlay Districts. **3)** Establish A Washington Avenue Task Force. Discussion Regarding The Creation Of A Process And Criteria For Parklet Applications. **4)** Discussion Regarding A Modification To Section 142-108 Of The Land Development Regulations In Order To Eliminate Any Conflict With The Florida Building Code. **5)** Discussion Regarding AECOM's Progress On The Development Of The City's Comprehensive Resiliency Program. **6)** Discussion Regarding The Provision Of Renewable Energy Sources In New Construction Projects. **7)** Sidewalk Café Ocean Drive Umbrellas - An Ordinance Amending Chapter 82, Entitled "Public Property," Article IV, Entitled "Uses In Public Rights-Of-Way," Division 5, Entitled "Sidewalk Cafes," Subdivision 2, Entitled "Permit," By Creating Section 82-389, Entitled "Additional Minimum Standards, Criteria, And Conditions For Operation Of Sidewalk Cafes On Ocean Drive Between 5th Street And 15th Street" To Provide Minimum Standards For Umbrellas And Awnings, Require Regular Maintenance Of Umbrellas, And Provide Prohibitions; And Providing For Repealer, Severability, Codification, And An Effective Date. **8) a)** Discussion To Review The Following Ordinances: 1) Signage Regulations Within 250 Feet Of NSOP; And 2) Parking Regulations Within 250 Feet Of NSOP. **8) b)** Discussion Related To The Development Near North Shore Open Space Park, The Rezoning Of 226 87 Terrace, And Revisions To The Parking Land Use Designation. **9)** Discussion Regarding The Review Of All Planning Fees, Including Fees Associated With Plans Review, Board Applications And Other Ministerial Functions. **10)** Discussion Regarding The Incorporation Of Green Roofs In Future Building Projects. **11)** Discussion Regarding Grade Elevations For New Construction. **12)** Discussion Regarding A Modification To The Notice Procedures For Quasi-Judicial Applications Before Historic Preservation Board, Board Of Adjustment, Planning Board, And Design Review Board. **13)** Discussion Regarding Traffic Studies. **14)** Proposed Revisions To Chapter 126 Of The Land Development Regulations Of The City Code, Pertaining To Landscaping And Minimum Standards For The Landscaping Of Private Properties And Adding A Requirement For A Tree Survey Prior To The Issuance Of A Demolition Permit. **15)** Amendment To Chapter 130 Of The Land Development Regulations To Modify Minimum Requirements For Off Street Loading Spaces. **16)** Discussion: Legal Opinion Concerning Whether A Vacancy On The Historic Preservation Board Renders The Board Improperly Constituted And Without Power To Act, And To Discuss An Amendment To Sec. 2-22(21) To Require The Mayor And City Commission To Fill Board Vacancies Within 90 Days; And Proposed Charter Amendment That Would Allow Landscape Architects And Architects That Sit On Land Use Boards The Ability To Lobby City Boards, Other Than The One They Are A Member Of. **17)** Discussion Regarding Amending The City Charter And City Code To Provide That, Instead Of The Board Of Adjustment, The Chief Special Master Shall Hear And Decide Appeals From, And Review, Any Order, Requirements, Decision Or Determination Made By An Administrative Official Charged With The Enforcement Of The Zoning Ordinance Of The City Of Miami Beach.

C6C Report Of The June 24, 2015 Sustainability And Resiliency Committee: **1)** Mayor's Blue Ribbon On Flooding And Sea Level Rise Update. **2)** Sustainability Committee Update. **3)** Discussion Regarding The Provision Of Renewable Energy Sources In New Construction Projects **4)** Referral Regarding The Citywide Prohibition Of Polystyrene. **5)** Referral Regarding The Endorsement Of The Floridians For Solar Choice Ballot Initiative. **6)** Referral Regarding The Incorporation Of Green Roofs In Future Building Projects. **7)** Referral Designating A Department Or Specific Employees To Develop And Oversee Sound And Comprehensive Policy Regarding Climate Change. **8)** Discussion Regarding Making The Urban Forest A City Of Miami Beach Priority.

C6 - Commission Committee Reports

C6D Report Of The June 26, 2015 Neighborhood/Community Affairs Committee Meeting: **1)** Status Report Update Regarding Creating A Community Vegetable Garden Through Our Parks & Recreation Program For Miami Beach Elderly In Our Senior Centers; To Include Regular Transportation To The Garden. **2)** Discussion Regarding The Possible Appointment Of A Liaison To The 41st Street Corridor. **3)** Discussion Regarding The Lack Of Available Public Parking At 46th Street And Collins Avenue. **4)** Discussion Regarding Status Of Beach Chair Lock Boxes For Valuables. **5)** Discussion Regarding Bicycle Parking Locations And Adding Attractive Bike Racks Throughout The City. **6)** Discussion Regarding A Competition Swimming Pool. **7)** Discussion Relating To Traffic Studies. **8)** Discussion Regarding Undergrounding For FPL Lines On The Venetian Islands. **9)** Monthly Crime Statistics Report.

C7 - Resolutions

C7A A Resolution Approving And Authorizing The City Manager, Or His Designee, To Submit The Following Applications: 1) US Department Of Homeland Security, Urban Area Security Initiative (UASI) FY 2016 Program, In The Approximate Amount Of $100,000; 2) Florida Division Of Emergency Management Community Emergency Response Team (CERT) Funding, In The Approximate Amount Of $13,000, For The FY 2015 Community Emergency Response Team Grant Program; And, Retroactively, To: 3) The Florida League Of Mayors, Inc., For The City Catalyst Grants Program, In The Approximate Amount Of $1,500, For A Senior Citizens' Initiative; And 4) Renewal Of The Children's Trust Service Partnership Grant, In The Approximate Amount Of $425,000, For The City's Success University Program; Approving And Authorizing The Appropriation Of The Above Grants And Funding Requests, Including Any Requisite Matching Funds And City Expenses; And Further Authorizing The City Manager, Or His Designee, To Take All Necessary Steps And To Execute All Necessary Documents In Connection With The Aforestated Grants And Funding Requests, Including, Without Limitation, Applications, Grant And Funding Agreements, And Audits.

(Budget & Performance Improvement)

C7B A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 4 To The Professional Services Agreement Between The City And Industrial/Organizational Solutions, Inc., Dated April 12, 2013; Said Amendment Increasing The Scope Of Agreement To Provide Additional Testing Services During The Third Contract Year For Entry Level Non-Certified Police Officer Applicants And Classified Promotional Opportunities In The Police Department, For A Total Additional Funding Amount Not To Exceed $120,000.

(Human Resources)

C7C A Resolution Authorizing The City Of Miami Beach To Accept A Donation Of Fitness Equipment From Mr. Mark Keller, On Behalf Of The Miami Beach Police Department, With An Approximate Value Of $13,868.02 To Be Housed In The Miami Beach Police Department North End Substation.

(Police)

C7 - Resolutions

C7D A Resolution Accepting The Recommendation Of The Sustainability And Resiliency Committee, And Authorizing The Administration Negotiate An Agreement With Woosh Water Systems For A Pilot Program, In Connection With The Implementation, Management And Operation Of A Citywide Network Of Drinking Water Stations.

(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Environment & Sustainability)

C7E A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Invitation To Negotiate (ITN) No. 2015-112-WG For Wellness Services For Active City Employees.

(Procurement/Human Resources)

C7F A Resolution Authorizing The City Manager, Pursuant To Invitation To Bid (ITB) 2015-210-WG, For Miami Beach Golf Club Cart Path Replacement, To Award A Contract To The Lowest Responsive, Responsible Bidder Of The ITB.

(Procurement/Parks & Recreation Department)

C7G A Resolution Accepting The Recommendation Of The May 27, 2015 Land Use And Development Committee To Repair The Lakeview Drive Seawall, And Directing The Administration To Identify Those Seawalls In Need Of Immediate Repair.

(Public Works)

C7H A Resolution Accepting The Recommendation Of The May 27, 2015 Sustainability And Resiliency Committee To Explore The Range Of Financing Options Proffered By Big Belly Solar Without Advertising.

(Public Works)

C7 - Resolutions

C7I A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals Pursuant To Request For Qualifications (RFQ) No. 2014-346-YG, For Professional Architectural And Engineering Services In Specialized Categories On An As-Needed-Basis, For The Disciplines Of Planning And Urban Design Architecture, Environmental Engineering, Interior Design And Space Planning Architecture, And Structural Engineering; Authorizing The Administration To Enter Into Negotiations With Keith And Schnars, P.A., AECOM Technical Services, Inc., - Zyscovich, Inc., And The Corradino Group, Inc., For The Discipline Of Planning And Urban Design Architecture; Authorizing The Administration To Enter Into Negotiations With Keith And Schnars, P.A., URS Corporation, E-Sciences, Inc., CB&I Environmental & Infrastructure, Inc., And Kimley-Horn And Associates, Inc., For The Discipline Of Environmental Engineering; Authorizing The Administration To Enter Into Negotiations With Edward Lewis Architects, Inc., For The Discipline Of Interior Design And Space Planning Architecture; Authorizing The Administration To Enter Into Negotiations With Douglas Wood Associates, Inc., Stanley Consultants, Inc., Thornton Tomasetti, Inc., Brindley Pieters & Associates, Inc., And BCC Engineering, For The Discipline Of Structural Engineering; Further, Should The Administration Be Unable To Negotiate An Agreement With Any Of The Recommended Firms, The Administration Is Authorized To Negotiate With Other Ranked Firms In Order Of Rank In Each Category; And Further Authorizing The Mayor And City Clerk To Execute An Agreement Upon Conclusion Of Successful Negotiations By The Administration.

(Procurement/Citywide)

C7J A Resolution Accepting The Recommendation Of The City Commission During Its May 6, 2015 Meeting, To Pay For Monies Owed To CDM Smith, For Services Rendered, Related To The Stormwater Management Master Plan.

(Public Works)

C7K A Resolution Authorizing The Mayor And The City Commission To Approve The First Year Renewal Option To The Service Agreement Between The City And Progressive Waste Solutions Of Florida, Inc., Scheduled To Commence On September 1, 2015.

(Public Works)

C7L A Resolution Retroactively Approving And Authorizing The Acceptance Of $180,726 In Sponsorships And Donations Made To The City For The City's Annual Fourth Of July Celebration Event, The Grocery Program And Soundscape Cinema Series.

(Tourism, Culture & Economic Development)

C7M A Resolution Authorizing The Continuation Of The Initial Term Of The Agreement, Through September 10, 2015, On The Same Terms And Conditions, Subject To Termination For Convenience Without Cause By The City Manager, Until Completion Of Those Negotiations For The Two (2) Year Renewal Term Of The Agreement Between The City And Xerox State And Local Solutions, Inc. Pursuant To, And As Authorized By, The Mayor And City Commission Under Resolution No. 2015-29018.

(Police)

C7 - Resolutions

C7N A Resolution Supporting The Creation Of The South Florida Mayors' Beach Alliance.
(Sponsored by Mayor Philip Levine)
(Legislative Tracking: Environment & Sustainability)

C7O A Resolution Approving And Authorizing The City Manager To Execute Change Order No. 2 To The Construction Contract Between The City Of Miami Beach And Team Contracting, Inc., Dated July 16, 2014 (The Contract); Relating To The Reconstruction Of Surface Parking Lots 12x & 17x (Project); Said Change Order Increases The Scope Of The Project To Include: 1) The Redesign Of The Proposed Drainage System In The Original Set Of Construction Documents In Surface Parking Lot 17x As Requested By City Of Miami Beach Public Works Department; 2) The Reconfiguration Of The Accessible Parking Space In Surface Parking Lot 12X; And A Time Extension Of 45 Calendar Days Required To Address The Impact To The Construction Schedule, In The Total Amount Of $22,122 With Previously Appropriated Funding.
(Capital Improvement Projects)

End of Consent Agenda

REGULAR AGENDA

R2 - Competitive Bid Reports

R2A Request For Approval To Authorize The Issuance Of A Request For Qualifications (RFQ) No. 2015-213-KB For Preparation Of Environmental Analyses For Miami Beach Transit Projects Including The Beach Corridor Transit Connection Project And Related Services.
(Procurement/Transportation)
(Deferred from June 10, 2015 - R2B)

R5 - Ordinances

R5A CPS-2 Entertainment
An Ordinance Amending Chapter 142 "Zoning Districts And Regulations;" Article II, "District Regulations", Division 18, "PS Performance Standard District" To Modify Permitted Uses Within The CPS-2 District To Include Non-Amplified Piano And String Instruments Within Restaurant Interiors; Providing For Repealer; Severability; Codification; And An Effective Date. **10:20 a.m. Second Reading Public Hearing**
(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Planning)
(First Reading Public Hearing on June 10, 2015 - R5K)

R5B Bed And Breakfast Prohibition In Palm View Historic District
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multi-Family Districts," Subdivision II, "RM-1 Residential Multifamily Low Intensity," To Prohibit Bed And Breakfast Inns Within The Palm View Local Historic District; By Amending Article V, "Specialized Use Regulations," Division 7, "Bed And Breakfast Inns," To Prohibit Bed And Breakfast Inns Within The Palm View Local Historic District; Providing For Codification, Repealer, Severability And An Effective Date. **10:25 a.m. Second Reading Public Hearing**
(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning)
(First Reading Public Hearing on June 10, 2015 - R5L)

R5C Required Enclosures for Rental Car Facilities
An Ordinance Amending Chapter 114 "General Provisions," Section 114-1, "Definitions," By Modifying The Definition Of Commercial Vehicle; By Amending Chapter 142 "Zoning Districts And Regulations;" Article IV, "Supplementary District Regulations", Division 1, "Generally" To Modify The Requirements For Required Enclosures To Create An Allowance For The Outdoor Exposure Of Rental Car Vehicles; Providing For Repealer; Severability; Codification; And An Effective Date. **10:30 a.m. Second Reading Public Hearing**
(Sponsored by Commissioner Jonah Wolfson)
(Legislative Tracking: Planning)
(First Reading Public Hearing on June 10, 2015 - R5M)

R5 - Ordinances

R5D An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Florida, Entitled Miscellaneous Offenses," By Amending Article I, Entitled "In General," By Amending Section 70-1, Entitled "State Misdemeanors," By Creating Subsection (c) Which Provides Civil Penalties For The Possession Of Cannabis (Marijuana) For Amounts Under 20 Grams And Possession Of Drug Paraphernalia; And Setting Forth Penalties And Enforcement Responsibilities For A Violation Of Subsection 70-1(c)(1) And (2); Providing For Repealer; Severability; Codification; And An Effective Date. **10:35 a.m. Second Reading Public Hearing**

(Sponsored by Mayor Philip Levine)
(Legislative Tracking: Office of the City Attorney)
(First Reading on June 10, 2015 - ~~R9Q~~ R5S)

R5E An Ordinance Amending Chapter 66, “Marine Structures, Facilities And Vehicles,” Article IV, “Vessels,” Section 66-151, “Launching And Hauling,” To Authorize The Installation Of “Tow-Away Zone” Signs Along Public Seawalls And To Authorize Towing; Providing For Repealer; Codification; Severability And An Effective Date. **10:40 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Michael Grieco & Mayor Philip Levine)
(Legislative Tracking: Police)
(First Reading on June 10, 2015 - R5O)

R5F Stormwater Pump Stations - DRB Exemption
An Ordinance Amending The Land Development Regulations (LDRs) Of The City Code, At Chapter 118, Entitled “Administrative And Review Procedures,” Article VI “Design Review Procedures, By Modifying Section 118-252, Entitled “Applicability And Exemptions” To Exclude From Design Review Board Review City Applications Relating To Stormwater Pump Stations; Providing For Codification, Repealer, Severability And An Effective Date. **10:45 a.m. Second Reading Public Hearing**

(Sponsored by Mayor Philip Levine)
(Legislative Tracking: Office of the City Attorney & Planning)
(First Reading on June 10, 2015 - R5P)

R5G An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled “Miscellaneous Offenses,” Article II, Entitled “Public Places,” Division 3, Entitled “Alcoholic Beverages,” By Amending Section 70-87 Thereof To (1) Clarify That The Consumption, Service, Sale, Or Possession Of Open Containers Of Alcoholic Beverages At Sidewalk Cafes Is Only Permitted During The Hours Set Forth In Chapter 6 Of The City Code, (2) Clarify That Alcoholic Beverage Establishments Shall Not Allow Any Person To Take From The Premises Any Opened Alcoholic Beverage Container Or Any Open Or Unsealed Container Of Alcoholic Beverages, And (3) Amend The Enforcement And Penalty Provisions; And Providing For Repealer, Severability, Codification, And An Effective Date. **10:50 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Office of the City Attorney)
(First Reading on June 10, 2015 - R5Q)

R5 - Ordinances

R5H An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article II, Entitled "City Commission," By Amending Section 2-11, Entitled "Time Of Regular Meetings" And Section 2-12, Entitled "Meeting Agendas," By Amending The Requirements And Procedures Relating To City Commission Meetings And Agendas; Providing For Repealer, Codification, And An Effective Date. **10:55 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Jonah Wolfson)
(Legislative Tracking: Office of the City Attorney)
(First Reading on June 10, 2015 - R5R)

R5I Ocean Terrace Overlay - Comprehensive Plan And LDR Amendments

1. Comprehensive Plan - Ocean Terrace Overlay
An Ordinance Amending Policy 1.2 Of The Future Land Use Element Of The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying The Medium Intensity Commercial Category (CD-2) And The Mixed Use Entertainment Category (MXE) To Establish The 'Ocean Terrace Overlay' In Order To Allow For An F.A.R. Of 3.0 Within Its Boundaries; Providing For Repealer; Severability; Codification; And An Effective Date. **11:00 a.m. First Reading Public Hearing**

(Sponsored by Commissioner Jonah Wolfson And
Co-Sponsored by Commissioners Michael Grieco, Joy Malakoff & Deede Weithorn)
(Legislative Tracking: Planning)

2. Ocean Terrace Overlay - LDR Amendments
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations", Article III "Overlay Districts", Creating Division 10 "Ocean Terrace Overlay", To Modify The Applicable Setbacks And Allowable Encroachments, Increase The Allowable Height To 250 Feet For Residential Uses And 125 Feet For Hotel Uses, Increase The Allowable Floor Area To 3.0, To Limit The Maximum Floorplate Of The Tower Portion Of New Buildings, To Provide A Minimum Building Separation For The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional And Accessory Uses; Providing For Repealer; Severability; Codification; And An Effective Date. **11:00 a.m. First Reading Public Hearing**

(Sponsored by Commissioner Jonah Wolfson And
Co-Sponsored by Commissioners Michael Grieco, Joy Malakoff & Deede Weithorn)
(Legislative Tracking: Planning)

R5J MXE Setbacks
An Ordinance Amending The Land Development Regulations (LDR) Of The City Code, Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations'", Division 13, "MXE Mixed Use Entertainment District," At Section 142-547, "Setback Requirements," By Amending The Setback Requirements To Include Separate, Reduced Setback Requirements For Commercial Buildings That Do Not Contain Any Hotel Or Residential Units; Providing For Codification; Repealer; Severability, And An Effective Date. **First Reading**

(Sponsored by Commissioner Jonah Wolfson)
(Legislative Tracking: Planning)
(Deferred from June 10, 2015 - R5N)

R5 - Ordinances

R5K Incentives For Architecturally Significant Single Family Homes
An Ordinance Amending The Land Development Regulations (LDRs) Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," Section 142-108, "Provisions For The Demolition Of Single-Family Homes Located Outside Of Historic Districts;" By Amending The Requirements And Procedures For The Retention Of Architecturally Significant Single-Family Homes; Providing For Codification; Repealer; Severability; And An Effective Date. **First Reading**

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning)

R5L Demolition Procedures For Pre-1942 SF Homes
An Ordinance Amending The Land Development Regulations (LDRs) Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," Section 142-108, "Provisions For The Demolition Of Single-Family Homes Located Outside Of Historic Districts;" By Amending The Requirements And Procedures For The Issuance Of A Demolition Permit Prior To The Issuance Of A Full Building Permit For Architecturally Significant Pre-1942 Single Family Homes; Providing For Codification; Repealer; Severability; And An Effective Date. **First Reading**

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning)

R5M Single Family Home Development Regulations For Lot Splits
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," By Amending The Maximum Unit Size And Lot Coverage For All Homes On Lots Resulting From A Lot Split; Providing For Repealer; Codification; Severability; And An Effective Date. **First Reading**

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning)

R5N CD-3 Architectural District Parking Garage Heights
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 6, "CD-3 Commercial High Intensity District," By Amending Section 142-337, "Development Regulations And Area Requirements", To Clarify And Amend The Maximum Height Requirements; Providing Codification; Repealer; Severability; And An Effective Date. **First Reading**

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning)

R5 - Ordinances

R5O An Ordinance Amending The Code Of The City Of Miami Beach By Amending Chapter 66, Entitled "Marine Structures, Facilities And Vehicles," By Amending Article II, Entitled "Restricted Wake Zones," By Amending Section 66-43, Entitled "Restricted Areas," By Amending Subsection B Thereof Regarding The Idle Speed, No Wake Zones By Adding An Idle Speed, No Wake Zone In The Area Of The Miami Beach Marina And Amending The Appendices To Section 66-43, Accordingly; Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**

(Sponsored by Mayor Philip Levine)
(Legislative Tracking: Environment & Sustainability)

R5P An Ordinance Amending Chapter 46 Of The Code Of The City Of Miami Beach, Entitled "Environment," By Creating Article VI, To Be Entitled "Expanded Polystyrene Sale And Use Restrictions," To Provide Regulations For The Sale And Use Of Expanded Polystyrene Food Service Articles, And To Provide For Enforcement, Penalties, And Waivers For Financial Hardship; And Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**

(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Environment & Sustainability)

R5Q An Ordinance Amending Chapter 18 Of The Miami Beach City Code, Entitled "Businesses," By Amending Article VIII, Entitled "Parking Lot," By Amending Division I, Entitled "Generally," By Amending Section 18-311, Entitled, "Employees And Valet Operators Code Of Conduct"; Section 18-312, Entitled, "Operation Of Service"; Section 18-313, Entitled, "Special Event Permit"; Section 18-314, Entitled, "Enforcement, Fine Schedule, And Right Of Appeal,"; Section 18-315, Entitled, "Compliance Date"; Division 2, Entitled, "Valet Parking Permits For Use Of Public Property," By Amending Section 18-336, Entitled, "Separate Permit Required,"; Section 18-337, Entitled, "Requirements"; Section 18-340, Entitled, "Private Storage Of Valet Vehicles"; Section 18-341, Entitled, "Employees And Valet Operators Code Of Conduct"; Section 18-342, Entitled, "Operation Of Service"; Section 18-343, Entitled, "Exceptions"; Section 18-344, Entitled, "Enforcement; Fine Schedule; Right Of Appeal"; And Further Amending Division 3, Entitled, "Rentals," By Amending Section 18-361, Entitled, "Rental And Operation Of Municipal Parking Spaces"; And Section 18-362, Entitled, "Rental Of Additional Parking For Storage Of Vehicles,"; Providing For Codification, Repealer, Severability, And An Effective Date. **First Reading**

(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Parking)

R5R An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article II, Entitled "City Commission," By Amending Section 2-12, Entitled "Meeting Agendas," By Amending The Requirements And Procedures Relating To City Commission Meetings And Agenda; Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**

(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Office of the City Attorney)

R7 - Resolutions

R7A A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee, And Approving And Authorizing The Mayor And City Clerk To Execute A New Lease Agreement Between The City And SB Waxing, Inc. D/B/A Uni-K-Wax (Tenant), For An Initial Term Of Five (5) Years, With One (1) Renewal Option For Four (4) Years And Three Hundred And Sixty Four (364) Days, Involving The Use Of Approximately 1,291 Square Feet Of City-Owned Property Located At 1701 Meridian Avenue, Unit 3 (A/K/A 771 17th Street), Miami Beach, Florida (Premises); And Further Waiving By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The Public. **10:05 a.m. Public Hearing**

(Tourism, Culture & Economic Development)

(Item to be Submitted in Supplemental)

R7B A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, The Transfer, Via Quit Claim Deed, To The Florida Department Of Transportation (FDOT) The Property Identified In Exhibit A, As The Property Has Been Constructed Upon By FDOT And Utilized As A Turning Lane From Michigan Avenue Onto Alton Road; Containing Approximately 4,014 Square Feet In Total Area; Waiving By 5/7th Vote, The Competitive Bidding Requirements And Independent Appraisal Requirements Of Section 82-39 Of The City Code, Finding That The Public Interest Would Be Served By Waiving Such Conditions. **10:10 a.m. Second Reading Public Hearing**

(Office of the City Attorney)

(First Reading On June 10, 2015 - R7D)

R7C A Resolution Pursuant To Section 142-425(d) Of The City Code, Waiving By 5/7th Vote Of The City Commission After Public Hearing, The Development Regulations Under Chapters 130 And 142 Of The Land Development Regulations Of The City Code Pertaining To Required Off-Street Parking Spaces And Minimum Required Setbacks, At The Bass Museum Of Art, 2100 Collins Avenue. **10:15 a.m. Public Hearing**

(Sponsored by Commissioner Joy Malakoff)

(Legislative Tracking: Planning)

(Continued from June 10, 2015 - R7C)

R7D A Resolution Adopting The FY 2014/15 Revised Amendment To The Key Intended Outcomes In The City Of Miami Beach's Strategic Plan As Set Forth Herein To Guide The Design Of Programs And Services Provided By The City.

(Budget & Performance Improvement)

R7E A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 1 To The Agreement Between The City And Calvin, Giordano & Associates, Inc. (The Agreement); Said Amendment Increasing The Scope Of The Agreement To Include Services For The Completion Of The Redesign And Engineering Of The Pathway To The Wider 25-Foot Width For The Middle Beach Recreational Corridor Phase II Project, Between The 46th Street Parking Lot And The 64th Street Parking Lot, And Increasing The Cost Of The Agreement In The Amount Of $78,234.23.

(Environment & Sustainability)

R7 - Resolutions

R7F A Resolution Encouraging The Florida Legislature To Remove Barriers To Customer-Sited Solar Power.

(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Environment & Sustainability)

R7G A Resolution Adopting The City's One-Year Action Plan For Federal Funds For Fiscal Year 2015/2016, Which Includes The Budgets For The Community Development Block Grant (CDBG) Program And The Home Investment Partnerships (HOME) Program; Approving And Authorizing A Substantial Amendment To The City's Five-Year Consolidated Plan To Allocate $319,342.94 Of Unexpended FY 2008/2009 HOME Funds To The London House Apartments Affordable Housing Project; Authorizing The City Manager To Issue A Notice Of A Thirty (30) Day Public Comment Period For Both Programs; And Authorizing The City Manager To Take The Following Actions: (1) To Execute All Applicable Documents Relating To The Appropriation And Allocation Of These Program Funds; (2) To Submit The One-Year Action Plan And The Substantial Amendment To The U.S. Department Of Housing And Urban Development (HUD); (3) To Make Minor Non-Substantial Changes To The One-Year Action Plan Or The Consolidated Five-Year Plan, Or The Resulting Agreements (Which Do Not Affect The Purpose, Scope, Approved Budget And/Or Intent Of The Plans); And (4) To Extend The Expiration Dates Of Said Agreements When Necessary; And Authorizing The Mayor And City Clerk To Execute Agreements For Sub-Recipients Of CDBG And HOME; And Further Authorizing The City Manager To Execute City Interdepartmental Agreements For Recipients Of Home Funds.

(Housing & Community Services)

R7H A Resolution Approving And Authorizing A Technical Revision To The City's Local Housing Assistance Plan (LHAP), Raising The Maximum Down Payment Assistance For Very Low Income Households Served Through The First-Time Homebuyer Assistance Program To $100,000, For Those Households Served With State Housing Initiatives Partnership Program (SHIP) Funds That Expire September 30, 2015; Authorizing The City Manager To Execute All Applicable Documents And Submit The Technical Revision To Florida Housing Finance Corporation; And Further Authorizing The Mayor And City Clerk To Execute Agreements With Eligible Ship Recipients..

(Housing & Community Services)

R7I A Resolution Authorizing The City Manager To Negotiate And Execute An Intergovernmental Agency Agreement To Perform Traffic Engineering Functions With Miami-Dade County For The Purpose Of Painting Green All Existing Bike Lanes Under County Jurisdiction Within The City Of Miami Beach.

(Transportation)

R7J A Resolution Adopting The Mode Hierarchy Presented At The March 18, 2015 City Commission Workshop On Transportation.

(Transportation)

R7 - Resolutions

R7K A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals With Respect To Request For Qualifications (RFQ) No. 2015-115-JR, For Program Management Services For An Intelligent Transportation System (ITS) And Parking Management System (PMS).

(Procurement/Transportation)

R7L A Resolution Accepting The Recommendation Of The Land Use And Development Committee Regarding The Creation Of A Process And Criteria For Parklet Applications On A Temporary Basis, And Further Directing The Administration To Develop Criteria And A Procedure For Approval Of Parklets To Be Installed On A Temporary Basis On Washington Avenue Between 5th Street And Lincoln Road.

(Transportation)

R7M A Resolution Urging The Miami-Dade County To Authorize The City Of Miami Beach To Assume Certain Traffic Engineering Jurisdiction Over Certain Traffic Engineering Components For Local Roadways Within The City.

(Sponsored by Commissioner Michael Grieco)
(Legislative Tracking: Transportation)
(Item to be Submitted in Supplemental)

R7N A Resolution Accepting The Recommendation Of The City Manager, Pursuant To Invitation To Negotiate (ITN) 2014-170-SW For A Gated Revenue Control System For The City's Parking Garages; Approving The Material Terms Of An Agreement Between The City And Skidata, Inc., As Set Forth In The Term Sheet Attached As Exhibit "A" Hereto; Authorizing The City Manager And The City Attorney's Office To Finalize The Agreement Based Upon The Material Terms Approved Herein; Provided That They May Make Any Non-Substantive And Non-Material Revisions And/Or Additions To The Agreement, As They Deem Necessary; Authorizing The Mayor And City Clerk To Execute The Final Agreement; And, In The Event That The City Is Unable To Finalize Successful Negotiations With Skidata, Inc., Authorizing The City Manager And The City Attorney's Office To Negotiate An Agreement With Amano McGann, Inc. Based Upon The Material Terms Approved In Exhibit "A" Herein (Provided That They May Make Any Non-Substantive And Non-Material Revisions And/Or Additions To The Agreement).

(Procurement/Parking)
(Deferred from June 10, 2015 - R7M)

R7O A Resolution In Support Of The Undergrounding, And Urging FPL To Undertake The Undergrounding Of FPL Lines On The Venetian Islands.

(Sponsored by Vice-Mayor Edward L. Tobin)
(Legislative Tracking: Public Works)
(On June 10, 2015 item was requested to come back in July 8, 2015 - R9O)

R7 - Resolutions

R7P A Resolution Accepting The Recommendation Of The June 3, 2015 Finance And Citywide Projects Committee To Move Forward With AECOM Reviewing And Suggesting Modifications To The Storm Water Utilities Methodology With Regards To The Equivalent Residential Unit (ERU); And Following The Project, Develop Impact Fees With A Completion Date Not To Exceed December 2015.

(Public Works)

R7Q A Resolution Accepting The Recommendation Of The City Manager Pertaining To Negotiations With David Mancini And Sons, Inc., Pursuant Request For Proposals (RFP) No. 2014-253-YG, For Design Build Services For 54" Redundant Sewer Force Main, Authorizing The City Mayor And City Clerk To Execute An Agreement With An Amended Project Scope & Methodology To Meet The Available Budget Of $10,500,000.

(Public Works)

R7R A Resolution Calling For A November 3, 2015 Special Election, For The Purpose Of Submitting To The Electorate Of The City Of Miami Beach, Florida A Question Asking Whether City Code Section 2-459 Should Be Amended To Also Include An Exception Allowing Historic Preservation And Design Review Board Members Who Are Architects Or Landscape Architects To Lobby City Personnel And Agencies On Land Development Applications, Except For Applications Before The Board On Which They Serve?

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Office of the City Attorney)

R7S A Resolution Calling For A General Election To Be Held On November 3, 2015 In The City Of Miami Beach, Florida For The Purpose Of Electing A Mayor And Three City Commissioners (Groups IV, V, And VI) And, If Required, A Run-Off Election To Be Held On November 17, 2015; Providing For The Conducting Of Same By The Miami-Dade County Elections Department; Providing That Voting Precincts Shall Be Those As Established By Miami-Dade County; Providing For Notice Of Elections; Providing For The Form Of Ballots And Registration Of Voters In Accordance With State Law; And Providing For Payment To Miami-Dade County For The Conducting Of The Elections.

(Office of the City Attorney)

R7T A Resolution Authorizing Early Voting For The November 3, 2015 City Of Miami Beach General Election, Special Election, And, If Required, A November 17, 2015 Run-Off Election.

(Office of the City Attorney)

R7U A Resolution Approving An Expenditure Of Budgeted Funds In Reasonable And Necessary Amounts For The Public Purpose Of Informing And Educating The Voters Of The City Of Miami Beach Regarding Ballot Questions On The City's November 3, 2015 Special Election In Order To Achieve A More Informed Electorate Vote.

(Office of the City Attorney/Communications)

R7 - Resolutions

R7V A Resolution Authorizing The Administration To Videotape And Air On MBTV The Mayor And Groups IV, V, And VI Commission Candidate Presentations For The November 3, 2015 General Election.

(Office of the City Clerk/Communications)

R7W A Resolution Repealing Resolution Nos. 91-20386, 91-20421, And 2015-28961, As More Specifically Set Forth Herein, Due To The Passage Of Ordinance No. _____ Which Supercedes In Whole, Or In Part, Said Resolutions Regarding City Commission Meeting Procedures And Policies.

(Office of the City Attorney)

R9 - New Business and Commission Requests

R9A Board And Committee Appointments.

(City Clerk's Office)

R9A1 Board And Committee Appointments - City Commission Appointments.

(City Clerk's Office)

R9B1 Dr. Stanley Sutnick Citizen's Forum. (8:30 a.m.)
R9B2 Dr. Stanley Sutnick Citizen's Forum. (1:00 p.m.)

R9C Update On The Miami Beach Convention Center Project.

(City Manager's Office)

R9D Discuss The Convention Center Headquarter Hotel.

(Office of the City Manager)

R9E Update On The Miami Beach Centennial.

(Office of the City Manager)

R9F Legislative Lobbying Wrap-Up Presentation To Discuss The 2015 Legislative Session And Special Legislative Session.

(Sponsored by Mayor Philip Levine)

R9G Discussion Regarding 2015 State Lobbying Successes And Failures As They Apply To Miami Beach Commission Resolutions And Legislative Priorities.

(Sponsored by Commissioner Michael Grieco)

R9 - New Business and Commission Requests

R9H Discussion Regarding The Lease Agreement With ECOMB, Inc. For The City Owned Property Located At 210 Second Street.
(Tourism, Culture & Economic Development)

R9I Discussion Regarding The Storm Drain Gratings At City Hall.
(Sponsored by Mayor Philip Levine)

R9J Discussion On Beachfront Management Plan Ad-Hoc Advisory Group Meeting Date.
(Environment & Sustainability)

R9K Discussion Regarding Garage For Collins Park Neighborhood.
(Sponsored by Vice-Mayor Edward L. Tobin)

R9L Discussion And Update Regarding Undergrounding Of FPL Lines In The Venetian Islands And Citywide.
(Sponsored by Vice-Mayor Edward L. Tobin)

R9M Discussion Regarding The City Of Miami Beach Assuming Jurisdictional Authority Over Certain Traffic Engineering Components On Local Roads Within The City Of Miami Beach.
(Sponsored by Commissioner Michael Grieco)

R9N Discussion Related To Traffic Calming Solutions At 24th Street And Collins Avenue.
(Sponsored by Commissioner Micky Steinberg)

R9O Discussion Regarding Strengthening Our Ethics Ordinances With Regard To Vendors And PACs.
(Sponsored by Commissioner Deede Weithorn)

R10 - City Attorney Reports

R10A City Attorney's Status Report.
(City Attorney Office)

Reports and Informational Items

1. Reports and Informational Items (see LTC 270-2015)

2. List of Projects Covered by the Cone of Silence Ordinance - LTC 271-2015.
(Procurement)

3. Report From Commission Committees Of Withdrawn Items Not Heard Within (6) Six Months From Their Referral Date.
(City Clerk's Office)

End of Regular Agenda

Miami Beach Redevelopment Agency

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
July 8, 2015

Chairperson of the Board Philip Levine
Member of the Board Michael Grieco
Member of the Board Joy Malakoff
Member of the Board Micky Steinberg
Member of the Board Edward L. Tobin
Member of the Board Deede Weithorn
Member of the Board Jonah Wolfson
Member of the Board Miami-Dade County Commissioner Bruno A. Barreiro

Executive Director Jimmy L. Morales
Assistant Director Kathie G. Brooks
General Counsel Raul J. Aguila
Secretary Rafael E. Granado

AGENDA

Call to Order - 2:00 p.m.

1. NEW BUSINESS

A A Resolution Of The Chairperson And Members Of The Miami Beach Redevelopment Agency (RDA), Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, And Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, A Lease Agreement, Substantially In The Form Attached To This Resolution, Between The RDA (Landlord) And Cubiche 105, LLC (Tenant), In Connection With The Use Of Suite Nos. 1-3 At The Anchor Shops, Located At 1555 Washington Avenue, Miami Beach, Florida (Premises), For A Term Of Nine (9) Years And Three Hundred And Sixty Four (364) Days From Rent Commencement, With Two (2) Renewal Options, For Five (5) Years Each, At The Tenant's Option; Further Waiving The Competitive Bidding Requirement In Section 82-39(a) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City/RDA; And Further Approving The Commission Agreement With Koniver Stern Group, Inc. **2:00 p.m. Second Reading Public Hearing**

(Tourism, Culture & Economic Development)
(First Reading on June 10, 2015 - RDA: 1A)

B A Resolution Of The Chairperson And Members Of The Miami Beach Redevelopment Agency (RDA), Accepting The Recommendation Of The Finance And Citywide Projects Committee, Pursuant To Invitation To Negotiate (ITN) No. 2015-060-LR (The ITN), For The Leasing Of City-Owned Buildings And Rooftops For The Placement Of Telecommunications Equipment, And Authorize The Executive Director To Execute A Nine Year And 364 Day Lease Agreement With Crown Castle Ng East, LLC ("Tenant"), Attached And Incorporated Herein As Exhibit A, For Tenant To Operate And Maintain Its Existing Telecommunications Hub On The Roof Of The RDA's Parking Garage Located At 1550 Collins Avenue, With A Monthly Rent Of $4,000.00.

(Tourism, Culture & Economic Development)
(Item to be Submitted in Supplemental)

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

HOW A PERSON MAY APPEAR BEFORE THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA

THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ARE ESTABLISHED BY RESOLUTION. SCHEDULED MEETING DATES ARE AVAILABLE ON THE CITY'S WEBSITE, DISPLAYED ON MBTV, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE NO EARLIER THAN 8:30 A.M. GENERALLY THE CITY COMMISSION IS IN RECESS DURING THE MONTH OF AUGUST.

1. DR. STANLEY SUTNICK CITIZENS' FORUM will be held during the first Commission meeting each month. The Forum is split into two (2) sessions, 8:30 a.m. and 1:00 p.m., or as soon as possible thereafter, provided that the Commission Meeting has not already adjourned prior to the time set for either session of the Forum. In the event of adjournment prior to the Stanley Sutnick Citizens' Forum, notice will be posted on MBTV, and posted at City Hall. Approximately thirty (30) minutes will be allocated for each session, with individuals being limited to no more than three (3) minutes or for a time period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

2. Prior to every Commission meeting, an Agenda and backup material are published by the Administration. Copies of the Agenda may be obtained at the City Clerk's Office on Thursday morning prior to the regularly scheduled City Commission meeting. The Agenda and backup materials are also available on the City's website: www.miamibeachfl.gov the Thursday prior to a regularly scheduled City Commission Meeting.

3. Any person requesting placement of an item on the Agenda must provide a written statement with his/her complete address and telephone number to the Office of the City Manager, 1700 Convention Center Drive, 4th Floor, Miami Beach, Fl 33139, briefly outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment may be scheduled to discuss the matter with a member of the City Manager's staff. "Requests for Agenda Consideration" will not be placed on the Agenda until after Administrative staff review. Such review will ensure that the issue is germane to the City's business and has been addressed in sufficient detail so that the City Commission may be fully apprised. Such written requests must be received in the City Manager's Office no later than noon on Monday of the week prior to the scheduled Commission meeting to allow time for processing and inclusion in the Agenda package. Presenters will be allowed sufficient time, within the discretion of the Mayor, to make their presentations and will be limited to those subjects included in their written requests.

4. Once an Agenda for a Commission Meeting is published, persons wishing to speak on item(s) listed on the Agenda, other than public hearing items and the Dr. Stanley Sutnick Citizens Forum, should call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 305-673-7411, before 5:00 p.m., no later than the day prior to the Commission meeting and give their name, the Agenda item to be discussed, and if known, the Agenda item number.

5. All persons who have been listed by the City Clerk to speak on the Agenda item in which they are specifically interested, and persons granted permission by the Mayor, will be allowed sufficient time, within the discretion of the Mayor, to present their views. When there are scheduled public hearings on an Agenda item, IT IS NOT necessary to register at the City Clerk's Office in advance of the meeting. All persons wishing to speak at a public hearing may do so and will be allowed sufficient time, within the discretion of the Mayor, to present their views.

6. If a person wishes to address the Commission on an emergency matter, which is not listed on the Agenda, there will be a period allocated at the commencement of the Commission Meeting when the Mayor calls for additions to, deletions from, or corrections to the Agenda. The decision as to whether or not the matter will be heard, and when it will be heard, is at the discretion of the Mayor. On the presentation of an emergency matter, the speaker's remarks must be concise and related to a specific item. Each speaker will be limited to three minutes, or for a longer or shorter period, at the discretion of the Mayor.

MIAMIBEACH
Miami Beach Redevelopment Agency
City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

HOW A PERSON MAY APPEAR BEFORE THE REDEVELOPMENT AGENCY OF THE CITY OF MIAMI BEACH, FLORIDA

The regularly scheduled meetings of the Redevelopment Agency are established by Resolution and are generally held on the same day the Miami Beach City Commission holds their regularly scheduled meetings. The Redevelopment Agency meetings commence at 10:00 a.m.

1. Jimmy L. Morales has been designated as the Agency's Executive Director.
   Rafael E. Granado has been designated as the Agency's Secretary.

2. Person requesting placement of an item on the agenda must provide a written statement to the Agency Executive Director, 4th Floor, City Hall, 1700 Convention Center Drive, telephone 305.673.7285, outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment will be set up to discuss the matter with a member of the Executive Director's staff. Procedurally, "Request for Agenda Consideration" will not be placed upon the Agency agenda until after Administrative staff review. Such review will ensure that the issue has been addressed in sufficient detail so that the Agency members may be fully apprised of the matter to be presented. Persons will be allowed three (3) minutes to make their presentation and will be limited to those subjects included in their written request. Such written requests must be received in the Executive Director's office no later than noon on Tuesday of the week prior to the scheduled Agency meeting to allow time for processing and inclusion in the agenda package.

3. Once an agenda for the Redevelopment Agency meeting is published, and a person wishes to speak on items listed on the agenda, he/she may call or come to the Agency Secretary's Office, 1st floor, City Hall, 1700 Convention Center Drive, telephone 305.673.7411, before 5:00 p.m., on the Tuesday prior to the Agency meeting and give their name, the agenda item to be discussed and, where known, the agenda item number.

4. The Agency agenda is available via the City's website, (www.miamibeachfl.gov) on the Thursday prior to the Agency meeting or may be reviewed at the Agency's Secretary Office (City Clerk's Office) on the Thursday prior to the Agency's regular meeting.

5. All persons who have been listed by the Agency Secretary to speak on the agenda item in which they are specifically interested will be allowed up to three (3) minutes to present their views.

Rafael E. Granado
Agency Secretary

2015 CITY COMMISSION/REDEVELOPMENT AGENCY (RDA) MEETING DATES

Commission/RDA Meetings (Start at 8:30 a.m.)		***Alternate (Presentation) Meetings*** (Start at 5:00 p.m.)	
January 14	(Wednesday)	January 27	(Tuesday)
February 11	(Wednesday)	February 25	(Wednesday)
March 11	(Wednesday)	March 18	(Wednesday)
April 15	(Wednesday)	April 29	(Wednesday)
May 6	(Wednesday)	May 20	(Wednesday)
June 10	(Wednesday)	None	
July 8	(Wednesday)	July 29	(Wednesday)

August - City Commission/RDA in recess

September 2 (Wednesday)

September 10 (Thursday) ***1st Budget Reading at 5:01 p.m.***
September 30 (Wednesday) ***2nd Budget Reading at 5:01 p.m.***

October 14	(Wednesday)	October 21	(Wednesday)
November 9*	(Monday)	November 23*	(Monday)
December 9	(Wednesday)	December 16	(Wednesday)

* *Meeting(s) for election related items only.*

Unless noticed otherwise, meetings are held in the City Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

Dr. Stanley Sutnick Citizens' Forum will be held during the first Commission meeting each month. The Forum will be split into two (2) sessions, 8:30 a.m. and 1:00 p.m. Approximately thirty (30) minutes will be allocated per session for each of the subjects to be considered, with individuals being limited to no more than three (3) minutes. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

C2

COMPETITIVE BID REPORTS

Condensed Title:

REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-211-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE NORTH SHORE OPEN SPACE PARK PROJECT

Key Intended Outcome Supported:

Revitalize Key Neighborhoods, Starting With North Beach And Ocean Drive

Supporting Data (Surveys, Environmental Scan, etc.):

N/A

Item Summary/Recommendation:

The City of Miami Beach is seeking proposals from qualified Consultants for Architectural and Engineering Design Services for the North Shore Open Space Park Project ("the Project"). The North Shore Park is located between 87th St. on the north, 79th St on the south, Collins Ave on the west and the Beachwalk on the east and contains approximately 26 acres. The qualified Proposer will be responsible for providing architectural, structural engineering, mechanical, electrical, plumbing engineering, civil engineering, Florida Department of Environmental Protection Coastal Permitting, Department of Environmental Resource Management Permitting, landscape architecture, construction cost estimating, surveying and geotechnical services for the Project. The work shall include, but not be limited to, conceptual drawing(s), surveying, geotechnical, design development, estimate(s) of probable construction cost, construction documents, permitting, bidding / award, and construction administration services for the Project.

A Vision Plan was created with the input of stakeholders and City staff and includes: pedestrian entrances with gates, shade structures with BBQ, pedestrian beach access, multi-use walkways with lighting, open sodded areas, landscape and irrigation. The original Vision Plan included a scope of work for $10 Million in Park Improvements, but this Vision Plan was Valued Engineered to meet a construction budget of approximately $5 Million.

The City seeks Proposals from professional consulting architectural/engineering firms which have proven experience in the preparation of construction contract documents for Parks with Facilities and Amenities.

RECOMMENDATION

To seek proposals from interested parties, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the issuance of RFQ No. 2015-211-KB for Architectural and Engineering Design Services for the North Shore Open Space Park Project.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	N/A	N/A	N/A
	2			
	Total			

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Alex Denis, David Martinez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD DM	MT	JLM

T:\AGENDA\2015\July\PROCUREMENT\RFQ 2015-211-KB A&E NORTH SHORE OPEN SPACE PARK PROJECT - ISSUANCE SUMMARY.doc

Agenda Item C2A

Date 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8th, 2015

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-211-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE NORTH SHORE OPEN SPACE PARK PROJECT**

ADMINISTRATION RECOMMENDATION
Authorize the issuance of the RFQ.

BACKGROUND
The City of Miami Beach is seeking proposals from qualified Consultants for Architectural and Engineering Design Services for the North Shore Open Space Park Project ("the Project"). The North Shore Park is located between 87th St. on the north, 79th St on the south, Collins Ave on the west and the Beachwalk on the east and contains approximately 26 acres. The qualified Proposer will be responsible for providing architectural, structural engineering, mechanical, electrical, plumbing engineering, civil engineering, Florida Department of Environmental Protection Coastal Permitting, Department of Environmental Resource Management Permitting, landscape architecture, construction cost estimating, surveying and geotechnical services for the Project. The work shall include, but not be limited to, conceptual drawing(s), surveying, geotechnical, design development, estimate(s) of probable construction cost, construction documents, permitting, bidding / award, and construction administration services for the Project.

A Vision Plan was created with the input of stakeholders and City staff and includes: pedestrian entrances with gates, shade structures with BBQ, pedestrian beach access, multi-use walkways with lighting, open sodded areas, landscape and irrigation. The original Vision Plan included a scope of work for $10 Million in Park Improvements, but this Vision Plan was Valued Engineered to meet a construction budget of approximately $5 Million.

The City seeks Proposals from professional consulting architectural/engineering firms which have proven experience in the preparation of construction contract documents for Parks with Facilities and Amenities.

- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, RFQ 2015-211-KB for Architectural and Engineering Design Services for the North Shore Open Space Park Project (attached).

- **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, RFQ 2015-211-KB for Architectural and Engineering Design Services for the North Shore Open Space Park Project (attached).

- **CRITERIA FOR EVALUATION.** Please Reference Section 0400, RFQ 2015-211-KB for Architectural and Engineering Design Services for the North Shore Open Space Park Project (attached).

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of the RFQ for Architectural and Engineering Design Services for the North Shore Open Space Park Project is subject to funds availability approved through the City's budgeting process

ATTACHMENTS

Attachment A: RFQ 2015-211-KB for Preparation of Environmental Analysis for the Architectural and Engineering Design Services for the North Shore Open Space Park Project.

JLM / MT / KGB / AD / DM
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REQUEST FOR QUALIFICATIONS (RFQ)

For Architectural and Engineering Design Services for the North Shore Open Space Park Project

RFQ 2015-211-KB

RFQ ISSUANCE DATE: JULY 13TH, 2015

STATEMENTS OF QUALIFICATIONS DUE: AUGUST 28TH, 2015

ISSUED BY: KRISTY BADA

MIAMIBEACH

Alex Denis, *Director*
DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive, Miami Beach, FL 33139
305.673.7490| adenis@miamibeachfl.gov
www.miamibeachfl.gov

TABLE OF CONTENTS

SOLICITATION SECTIONS:		PAGE
0100	NOT UTILIZED	N/A
0200	INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS	3
0300	SUBMITTAL INSTRUCTIONS & FORMAT	10
0400	EVALUATION PROCESS	12

APPENDICES:		PAGE
APPENDIX A	RESPONSE CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS	14
APPENDIX B	"NO BID" FORM	20
APPENDIX C	MINIMUM REQUIREMENTS & SPECIFICATIONS	23
APPENDIX D	SPECIAL CONDITIONS	27
APPENDIX E	INSURANCE REQUIREMENTS	30
APPENDIX F	NORTH SHORE PARK MASTER PLAN	32
APPENDIX G	SAMPLE CONTRACT	33

SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposer to submit their qualifications, proposed scopes of work and cost Statement of Qualifications (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposer and, subsequently, the successful proposer(s) (the "contractor[s]") if this RFQ results in an award.

The City utilizes ***PublicPurchase*** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any prospective proposer who has received this RFQ by any means other than through ***PublicPurchase*** must register immediately with ***PublicPurchase*** to assure it receives any addendum issued to this RFQ. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.
The Purpose of this Request for Qualifications (RFQ) is to qualify a Proposer for Architectural and Engineering Design Services for the North Shore Open Space Park Project ("the Project"). Additionally, the terms "FIRM", "PROPOSER", "CONSULTANT" are used interchangeably and shall refer to the firm that will contract with the City for the performance consultant services and work for the project. The North Shore Park is located between 87th St. on the north, 79th St on the south, Collins Ave on the west and the Beachwalk on the east and contains approximately 26 acres. The qualified Proposer will be responsible for providing architectural, structural engineering, mechanical, electrical, plumbing engineering, civil engineering, Florida Department of Environmental Protection Coastal Permitting, Department of Environmental Resource Management Permitting, landscape architecture, construction cost estimating, surveying and geotechnical services for the Project. The work shall include, but not be limited to, conceptual drawing(s), surveying, geotechnical, design development, estimate(s) of probable construction cost, construction documents, permitting, bidding / award, and construction administration services for the Project.

These contract documents, as a result of this RFQ, will include details for the construction of the Master Plan for the North Shore Park. **Scope of Services is pursuant to Appendix C, Section C-2., of this RFQ.**

A Vision Plan was created with the input of stakeholders and City staff and includes: pedestrian entrances with gates, shade structures with BBQ, pedestrian beach access, multi-use walkways with lighting, open sodded areas, landscape and irrigation.

The City seeks Proposals from professional consulting architectural/engineering firms which have proven experience in the preparation of construction contract documents for Parks with Facilities and Amenities. The successful firm must have the financial resources and technical expertise to provide the services requested in this RFQ and prepare the associated construction contract documents that allow the City of Miami Beach to advertise, bid and award a contract for the construction services.

This RFQ is issued pursuant to Chapter 287.055, Florida Statutes, the Consultants Competitive Negotiations Act (CCNA).

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

Solicitation Issued	JULY 13th, 2015
Pre-Submittal Meeting	JULY 23RD, 2015 AT 10:00AM
Deadline for Receipt of Questions	AUGUST 21ST, 2015 AT 5:00 PM
Responses Due	AUGUST 31ST, 2015 AT 3:00 PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact named herein, in writing, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: RafaelGranado@miamibeachfl.gov or facsimile: 786-394-4188. The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date Statement of Qualifications are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

Procurement Contact:	Telephone:	Email:
Kristy Bada, CPPB	305-673-7000 ext. 6218	KristyBada@miamibeachfl.gov

5. PRE-STATEMENTS OF QUALIFICATIONS MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Solicitation Timeline above at the following address:

City of Miami Beach
City Hall - 4th Floor
City Manager's Small Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
(2) Enter the MEETING NUMBER: 1142644

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

6. PRE-STATEMENTS OF QUALIFICATIONS INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). Only questions answered by written addenda will be

binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

7. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the **"Cone of Silence."** The Cone of Silence ordinance is available at:

http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida

Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website:

http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- ~~REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373~~
- ~~LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410~~
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS..... CITY CODE SECTION 2-372
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF QUALIFICATIONS. The City reserves the right to postpone the deadline for submittal of Statement of Qualifications and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the proposal due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.

11. MIAMI BEACH-BASED VENDORS PREFERENCE. NOT APPLICABLE

12. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a five (5) point preference to a responsive and responsible proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

13. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Statement of Qualifications, will be considered by the City Manager who may recommend to the City Commission the proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all Statement of Qualifications. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

(1) The ability, capacity and skill of the proposer to perform the contract.

(2) Whether the proposer can perform the contract within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposer (s) which it deems to be in the best interest of the City, or it may also reject all Statement of Qualifications. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer (s) will take place to arrive at a mutually acceptable Agreement, including cost of services.

14. ACCEPTANCE OR REJECTION OF RESPONSES. The City reserves the right to reject any or all Statement of Qualifications prior to award. Reasonable efforts will be made to either award the Contract or reject all Statement of Qualifications within one-hundred twenty (120) calendar days after Statement of Qualifications opening date. A proposer may not withdraw its Statement of Qualifications unilaterally before the expiration of one hundred and twenty (120) calendar days from the date of Statement of Qualifications opening.

15. PROPOSER'S RESPONSIBILITY. Before submitting a Statement of Qualifications, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

16. COSTS INCURRED BY RESPONDENTS. All expenses involved with the preparation and submission of Statement of Qualifications, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer , and shall not be reimbursed by the City.

17. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposals hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

18. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

19. MISTAKES. Proposals are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFQ. Failure to do so will be at the Proposer's risk and may result in the Statement of Qualifications being non-responsive.

20. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and

found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

21. PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

22. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of this contract.

Where consultant is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the consultant will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The consultant shall be liable for any damages or loss to the City occasioned by negligence of the proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

23. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

24. ANTI-DISCRIMINATION. The proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

25. DEMONSTRATION OF COMPETENCY.

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.

B. Statement of Qualifications will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.

C. Proposals must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.

D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a proposer, including past performance (experience), in making an award that is in the best interest of the City.

F. The City may require proposer s to show proof that they have been designated as authorized representatives

of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

26. ASSIGNMENT. The successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

27. LAWS, PERMITS AND REGULATIONS. The proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

28. OPTIONAL CONTRACT USAGE. When the successful proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

29. VOLUME OF WORK TO BE RECEIVED BY CONSULTANT. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the consultant. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

30. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

A. Any contract or agreement resulting from the award of this solicitation; then
B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
C. The solicitation; then
D. The proposer's proposal in response to the solicitation.

31. INDEMNIFICATION. The consultant shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the consultant or its employees, agents, servants, partners, principals or subcontractors. The consultant shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

32. CONTRACT EXTENSION. The City reserves the right to require the Consultant to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the consultant.

33. FLORIDA PUBLIC RECORDS LAW. Proposals are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier.

Additionally, Consultant agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

34. MODIFICATION/WITHDRAWALS OF QUALIFICATIONS. A Proposer may submit a modified Statement of Qualifications to replace all or any portion of a previously submitted Statement of Qualifications up until the Statement of Qualifications due date and time. Modifications received after the Statement of Qualifications due date and time will not be considered. Statement of Qualifications shall be irrevocable until contract award unless withdrawn in writing prior to the Statement of Qualifications due date, or after expiration of **120** calendar days from the opening of Statement of Qualifications without a contract award. Letters of withdrawal received after the Statement of Qualifications due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

35. EXCEPTIONS TO RFQ. Proposals must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Statement of Qualifications. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which Proposer took exception to (as said term and/or condition was originally set forth on the RFQ).

36. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposals shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Statement of Qualifications. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

SECTION 0300 SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Statement of Qualifications (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, proposer name, proposer return address. Statement of Qualifications received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Statements of Qualifications are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of Statement of Qualifications will be considered late and not be accepted or will be returned to proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. STATEMENTS OF QUALIFICATIONS FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of Statement of Qualifications, it is strongly recommended that Statement of Qualifications be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Statement of Qualifications that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Response Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.

1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

TAB 2	Experience & Qualifications

PROPOSERS SUBMIT THE BELOW REQUESTED INFORMATION UTILIZING THE ENCLOSED STANDARD FORM 330 – ARCHITECT-ENGINEER QUALIFICATIONS (ATTACHED).

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services as identified in this solicitation, including experience in providing scope of services to public sector agencies. Proposer must submit five (5) relevant projects, performed in the last five (5) years as evidence of experience; the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

2.2 Qualifications of Proposer Team (Architects and Engineers). Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each respondent team member to be assigned to this contract.

For each architect and engineer, include information for five (5) relevant projects, performed in the last five (5) years for public sector clients. Relevant projects shall include those projects similar in scope to those services listed in this RFQ.

2.3 Standard Form 330. The proposing firm shall submit a completed Standard From 330 (attached). No proposal will be considered without this required form. In addition to experience and qualifications considerations, the City may use

this information to consider the firm's previous and current workload.

2.4 Financial Capacity. Each proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

Proposals are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3	Approach and Methodology

For the scope of services outlined in Tab 3, Scope of Services, submit detailed information on the approach and methodology, how Proposer plans to accomplish the proposed scope of services, including detailed information, as applicable, which addresses, but need not be limited to: implementation plan, project timeline, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget.

Also, provide information on Proposer's current workload and how the potential project(s) will fit into Proposer's workload. Describe available facilities, technological capabilities and other available resources you offer for the potential project(s).

Lastly, submit verifiable evidence of Proposer's intent to utilize Disadvantaged Business Enterprise (DBE) Firms. Accepted DBE certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County.

Note: After proposal submittal, the City reserves the right to require additional information from Proposer (or proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400 STATEMENTS OF QUALIFICATIONS EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the requirements set forth in the solicitation. If further information is desired, Proposals may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of Statement of Qualifications will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the Statement of Qualifications only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

2. Step 1 Evaluation. Proposals will be categorized into the discipline areas noted in section 0200-2 (Groups A & B) prior to evaluation by the committee in order that proposals may be evaluated by category against other proposers in that category. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria	Maximum Points
Experience and Qualifications	70
Approach and Methodology	30
TOTAL AVAILABLE STEP 1 POINTS	100

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposer may receive additional quantitative criteria points to be added by the Department of Procurement to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Veterans Preference	5
The volume of work previously awarded to each firm by the City within the last three (3) years from the due date for proposal. See Section 4 below.	5
TOTAL AVAILABLE STEP 2 POINTS	10

4. Volume of Work Points: Points awarded to the proposer for volume of work awarded by the City in the last three (3) years in accordance with the following table:

Less than $250,000	5
$250,000.01 – $2,000,000	3
Greater than $2,000,000	0

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	10	5	5
	Total	92	81	85
	Rank	1	3	2
Committee Member 2	Step 1 Points	85	85	72
	Step 2 Points	10	5	5
	Total	95	90	77
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	10	5	5
	Total	90	79	71
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A

MIAMIBEACH

Response Certification, Questionnaire & Requirements Affidavit

RFQ No. 2015-211-KB
Architectural and Engineering Design Services for the North Shore Open Space Park Project

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Solicitation No: RFQ 2015-211-KB	Solicitation Title: Architectural and Engineering Design Services for the North Shore Open Space Park Project	
Procurement Contact: Kristy Bada	Tel: 305-673-7000 Ext. 6218	Email: KristyBada@miamibeachfl.gov

STATEMENTS OF QUALIFICATIONS CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Response Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposals of certain solicitation and contractual requirements, and to collect necessary information from Proposals in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Statement of Qualifications Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	No. of Employees:
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is proposer claiming a veteran owned business status?

   [ ] YES [ ] NO

   SUBMITTAL REQUIREMENT: Proposals claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposals must disclose, in their Statement of Qualifications, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposals must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

   SUBMITTAL REQUIREMENT: Proposals must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposals must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the proposer has completed work similar in size and nature as the work referenced in solicitation.

   SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

   [ ] YES [ ] NO

   SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposals are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposals shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Statement of Qualifications, in the event of such non-compliance.

   SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

   SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

7. ~~**Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, proposers shall be required to pay all covered employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:~~

- ~~Currently, the hourly living wage rate is $11.28/hr with health benefits of at least $1.64 an hour, or a living wage of not less than $12.92 an hour without health benefits.~~
- ~~Commencing January 1, 2015, the hourly living wage rate will be $11.62/hr with health benefits of at least $1.69 an hour, or a living wage of not less than $13.31/hr without health benefits.~~

~~The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).~~

~~Proposers' failure to comply with this provision shall be deemed a material breach under this bid, under which the City may, at its sole option, immediately deem said proposer as non-responsive, and may further subject proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. For further information about Living Wage requirements, please contact the City's Contracts Compliance Administrator at 305-673-7490.~~

~~**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.~~

8. ~~**Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.~~

~~A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?~~

☐ ~~YES~~ ☐ ~~NO~~

~~B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?~~

☐ ~~YES~~ ☐ ~~NO~~

~~C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.~~

~~BENEFIT~~	~~Firm Provides for Employees with Spouses~~	~~Firm Provides for Employees with Domestic Partners~~	~~Firm does not Provide Benefit~~
~~Health~~			
~~Sick Leave~~			
~~Family Medical Leave~~			
~~Bereavement Leave~~			

~~If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.~~

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, Statement of Qualifications, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposer or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposals are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Statement of Qualifications made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Statement of Qualifications, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving Statement of Qualifications, may accept or reject Statement of Qualifications, and may accept Statement of Qualifications which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Statement of Qualifications in response to this solicitation.

Following submission of Statement of Qualifications, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Statement of Qualifications and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposals. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposals should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Statement of Qualifications conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Statement of Qualifications submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Statement of Qualifications.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposals will be bound only as, if and when a Statement of Qualifications, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Statement of Qualifications and supporting documents shall be subject to disclosure as required by such law. All Statement of Qualifications shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposals are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Statement of Qualifications, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Statement of Qualifications, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Statement of Qualifications is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposals agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer , am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer 's Authorized Representative:	Title of Proposer 's Authorized Representative:
Signature of Proposer 's Authorized Representative:	Date:

State of FLORIDA)
)
County of _____)

On this ____day of _____, 20__, personally appeared before me _____ who stated that (s)he is the _____ of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

_____
Notary Public for the State of Florida
My Commission Expires: _____.

APPENDIX B

MIAMIBEACH

"No Bid" Form

RFQ No. 2015-211-KB
Architectural and Engineering Design Services for the North Shore Open Space Park Project

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A STATEMENTS OF QUALIFICATIONS AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

___ Workload does not allow us to proposal

___Insufficient time to respond

___ Specifications unclear or too restrictive

___ Unable to meet specifications

___Unable to meet service requirements

___Unable to meet insurance requirements

___Do not offer this product/service

___OTHER. (Please specify)

_____

_____

_____

We do __ do not __ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature:_____

Title:_____

Legal Company Name:_____

Note: Failure to respond, either by submitting a proposal <u>or</u> this completed form, may result in your company being removed from our vendors list.

<u>PLEASE RETURN TO:</u>
CITY OF MIAMI BEACH
DEPT. OF PROCUREMENT MANAGEMENT
ATTN: **Kristy Bada**
STATEMENTS OF QUALIFICATIONS **#2015-211-KB**
1700 Convention Center Drive
MIAMI BEACH, FL 33139

APPENDIX C

MIAMIBEACH

Minimum Requirements & Specifications

RFQ No. 2015-211-KB
Architectural and Engineering Design Services for the North Shore Open Space Park Project

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

C1. MINIMUM REQUIREMENTS:

The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposals that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

1. Proposer must have a minimum of five (5) years' experience and have completed at least five (5) projects similar in scope and volume demonstrating the Proposer's experience providing services for the design of park facilities.

2. Architects and Engineers must have a minimum of five (5) years' experience in their designated professional specialization in similar projects.

3. Architects and engineers must be licensed by the Florida Department of Business and Professional Regulation.

This RFQ is issued pursuant to Chapter 287.055, Florida Statutes, the Consultants Competitive Negotiations Act (CCNA).

C2. STATEMENT OF WORK REQUIRED.

The City Parks and Recreation Department is seeking to hire a Consultant to develop the construction documents for this project, based on a Vision Plan (please refer to appendix F) to make this park more inviting and safe. The park is located between 87th St. on the north, 79th St on the south, Collins Ave on the west and the Beachwalk on the east and contains approximately 26 acres. The original Vision Plan included a scope of work for $10 Million in park improvements, but this Vision Plan was Valued Engineered to meet a construction budget of Aprox. $5 Million.

The key issues as described in the Valued Engineered Vision Plan included:

- The development of an appropriate range of spaces and facilities for general and passive recreation, such as, open play areas (non-lighted and lighted), walking paths, landscape areas, etc.
- Provide walking paths to make the walking experience inviting.
- Accessibility for the surrounding neighborhood by providing distinguishable, inviting entrances along Collins Avenue, and extending the Beachwalk.
- Establish a Park identity.

The proposed improvements will be based on the approved Vision Plan and include at a minimum the following amenities:

- Pedestrian Entrances,
- Program/Play Lawn Areas,
- BBQ Areas with Shade Structures,
- Pedestrian Beach Access,
- Multi-use Walkways,
- Dunescape,
- Create a Green Buffer for the Maintenance/Ocean Rescue Facility,
- Extend the Beachwalk to the Park limits,
- Landscape and Irrigation,
- Lighting (as allowable by the regulatory agencies).

DRAFT

The Consultant shall provide architectural, structural engineering, mechanical, electrical, plumbing engineering, civil engineering, Florida Department of Environmental Protection Coastal Permitting, Department of Environmental Resource Management Permitting, landscape architecture, construction cost estimating, surveying and geotechnical services for the Project. The work shall include, but not be limited to, surveying, geotechnical, design development with deliverables at 30%, 60% and 90% development stages, estimates of probable construction cost at each stage of development (including 100%), construction documents, permitting, bidding / award, and construction administration services for the Project.

Plans shall include all necessary drawings and technical specifications needed to construct the improvements and shall be defining documentation of what is authorized and approved.

Documents may be developed in multiple packages based on project phasing schedule. The Consultant shall provide a phasing drawing at the 30% stage of development, and propose to the City the best possible way to phase the construction process to minimize impact on the community and cost. The approved phasing shall be carried out through-out all design development stages.

Proposer shall:

- Prepare utility coordination, permits and advise of all fees associated with all site, utility etc. work.
- Prepare presentation materials to illustrate the final design and participate in public outreach and regulatory agency review meetings.
- Obtain all required building permits as well as any other permits necessary for the construction of the Park Facilities and attend public meetings as required by the City.

The Consultant shall be required to provide design and construction documents and cost estimates for approved phases.

The Consultant shall be required to identify, at each stage of design, items that could be value engineered, and reduce construction cost.

Task One (1) – Design Services: The Consultant will be required to prepare construction and permit documents for the design and construction documents of the Park Elements as described in each construction phase, as to be bid and constructed at separate times.

The selected firm shall be required to perform a variety of forensic tasks to verify existing conditions and the accuracy of any available as-built drawings, surveys and maps to be used for development of the contract drawings.

The Consultant will be required to provide Statements of Probable Construction Cost as defined by the American Association of Cost Engineers, and make recommendations on constructability and value engineering.

The Consultant shall establish and maintain an in-house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, and constructability of its contract documents. In addition, the selected firm shall follow City standards for the preparation of contract documents, inclusive of drawings, specifications, front-end documents and cost estimates. Presentation formats for review submittals shall be prepared for submittal to the City's Design Review

Board during the Conceptual Phase (30%), and at 60% (Design Development Phase), 90% (Construction Documents Phase) completion stages. Contract documents shall be subject to Constructability and Value Engineering reviews by City and/or others.

The selected firm will work with the City to revise/adjust project scope as may be deemed necessary to meet established budgets as design evolves through the design stages of completion.
The selected firm will attend periodic meetings as needed during design development (provide, keep and distribute meeting minutes). In addition, the selected firm shall attend and make a presentation of the project in a Community Design Review Meeting and a pre-construction / kick off meeting with the residents to review the design, project phasing and construction schedule. The selected firm shall address comments generated from these meetings on the construction documents. To facilitate the implementation of a Public Information Program, the selected firm will provide electronic files of all project documents, as directed by the City.

The selected firm shall be responsible for securing all required regulatory approvals of its contract documents from all applicable jurisdictional agencies and boards prior to finalization, and will be responsible for initiating submittals and reviews in a timely manner.

Task Two (2)-Bid and Award Services: The selected firm shall assist the City in the bidding and award for each Phase portions of the project scope. Such assistance shall include attending pre-bid conferences, assisting with the preparation of necessary contract addenda, attending bid openings where applicable, and assisting with bid evaluations. The selected firm shall provide "As-Bid" documents for use during construction.

Task Three (3)-Construction Administration Services: The selected firm shall perform a variety of tasks associated with the administration of the construction contract and construction management of the project. These shall include attendance at the pre-construction conferences, attendance at weekly construction meetings (provide, keep and distribute meeting minutes), responding to contractor Requests for Information (RFI), clarification, responding to and evaluating contractor requests for change orders and/or contingency draws, contract amendments, review and approve of shop drawings, review and approve of record drawings, review and recommendation of contractor applications for payment, specialty site visits, project closeout reviews, including substantial completion, final punch list development and project certification of final completion and acceptance, and warranty administration.

Task Four (4)-Additional Services: No additional services are envisioned at this time. However, if such services are required during the performance of the work, they will be requested by the City and negotiated in accordance with the Contract requirements.

Task Five (5)-Reimbursable Services: The City may reimburse pre-approved additional expenses, such as, but not limited to, reproduction costs, e-builder licenses, material testing / abatement as applicable.

APPENDIX D

MIAMIBEACH

Special Conditions

RFQ No. 2015-211-KB
Architectural and Engineering Design Services for the North Shore Open Space Park Project

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

1. TERM OF CONTRACT. Not Applicable.

2. OPTIONS TO RENEW. Not Applicable.

3. PRICES. Not Applicable.

4. EXAMINATION OF FACILITIES. Not Applicable.

5. INDEMNIFICATION. Provider shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

6. PERFORMANCE BOND. Not Applicable.

7. REQUIRED CERTIFICATIONS. Not Applicable.

8. SHIPPING TERMS. Not Applicable.

9. DELIVERY REQUIREMENTS. Not Applicable.

10. WARRANTY REQUIREMENTS. Not Applicable.

11. BACKGROUND CHECKS. Not Applicable.

12. COMPETITIVE SPECIFICATIONS. It is the goal of the City to maximize competition for the project among suppliers & contractors. Consultant shall endeavor to prepare all documents, plans & specifications that are in accordance with this goal. Under no condition shall Consultant include means & methods or product specifications that are considered "sole source" or restricted without prior written approval of the City.

13. ADDITIONAL TERMS OR CONDITIONS. This RFQ, including the attached Sample Contract, contains all the terms and conditions applicable to any service being provided to the City resulting from award of contract. By virtue of submitting a proposal, consultant agrees not to require additional terms and conditions at the time services are requested, either through a separate agreement, work order, letter of engagement or purchase order.

14. PRECLUSION. Successful Proposer and sub-consultants contracted to provide roofing consultant services for a particular project are precluded from bidding/responding to the competitive solicitation for the design and/or construction of the project.

15. CHANGE OF PROJECT MANAGER. A change in the Consultant's project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager or public information officer shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).

16. SUB-CONSULTANTS. The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

17. NEGOTIATIONS. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer (s) will take place to arrive at a mutually acceptable Agreement, including final scope of services, deliverables and cost of services.

APPENDIX E

MIAMIBEACH

Insurance Requirements

RFQ No. 2015-211-KB
Architectural and Engineering Design Services for the North Shore Open Space Park Project

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

MIAMIBEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

The provider shall furnish to Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Commercial General Liability on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage. .**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $2,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability.

A waiver of subrogation in favor of the City must be included for the policies required above. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B+" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder. **CERTIFICATE HOLDER MUST READ:**

CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3rd FLOOR
MIAMI BEACH, FL 33139

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

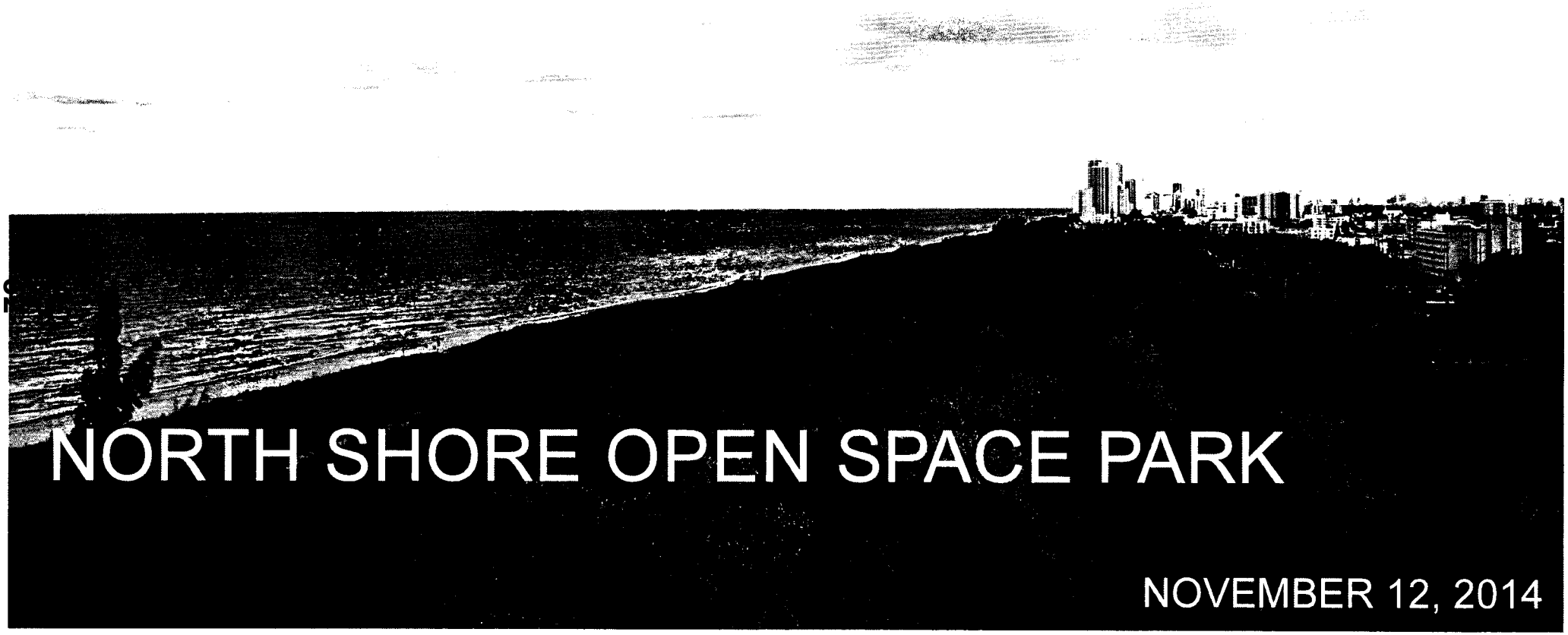
APPENDIX F

MIAMIBEACH

North Shore Park Vision Plan

RFQ No. 2015-211-KB
Architectural and Engineering Design Services for the North Shore Open Space Park Project

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139



NORTH SHORE OPEN SPACE PARK

NOVEMBER 12, 2014

MIAMIBEACH 8701 COLLINS DEVELOPMENT LLC WEST 8

AGENDA

1. Recap Park Issues and Vision Plan
2. Revised Park Scope
3. Annual Maintenance Estimate

PARK ISSUES

Overgrown plantings

Indistinguishable entrances

Worn-out facilities

Unsightly maintenance yard

Lack of identity

Ordinary programming

Uninviting fence

Dark at night

Weekend overuse, weekday underuse

Lack of Beachwalk

No eyes on the park to enhance sense of safety

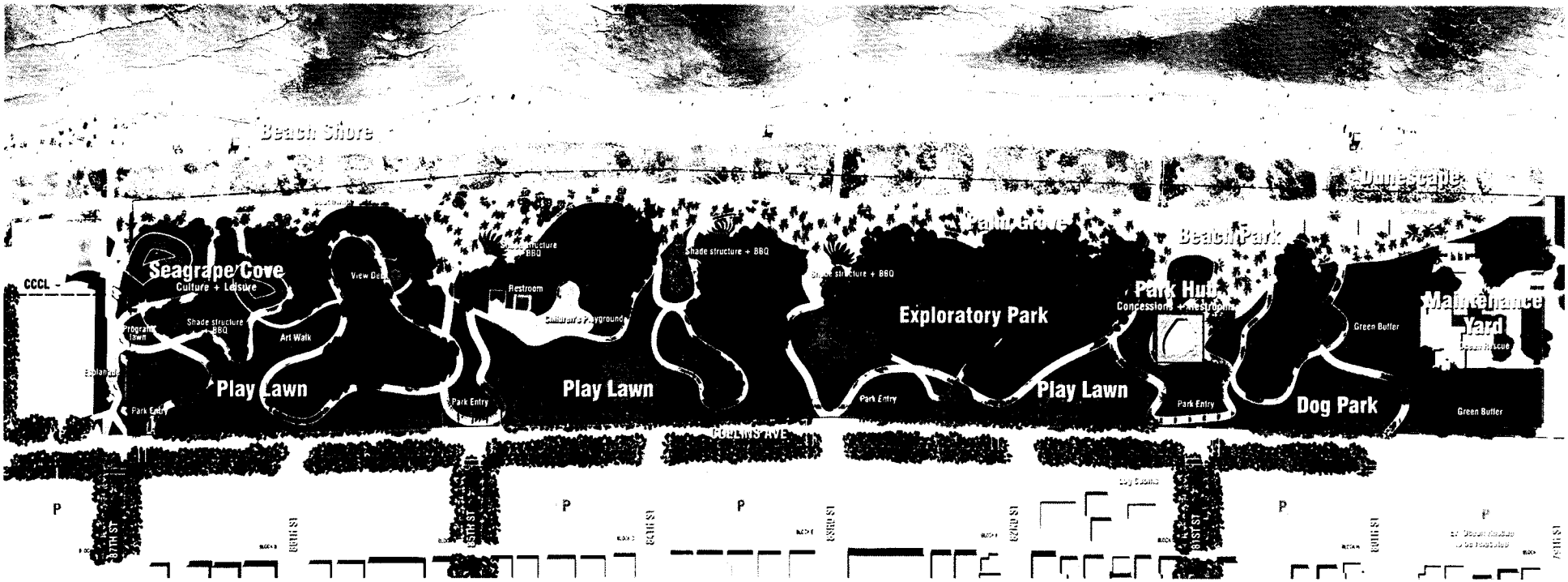
Poor sightlines

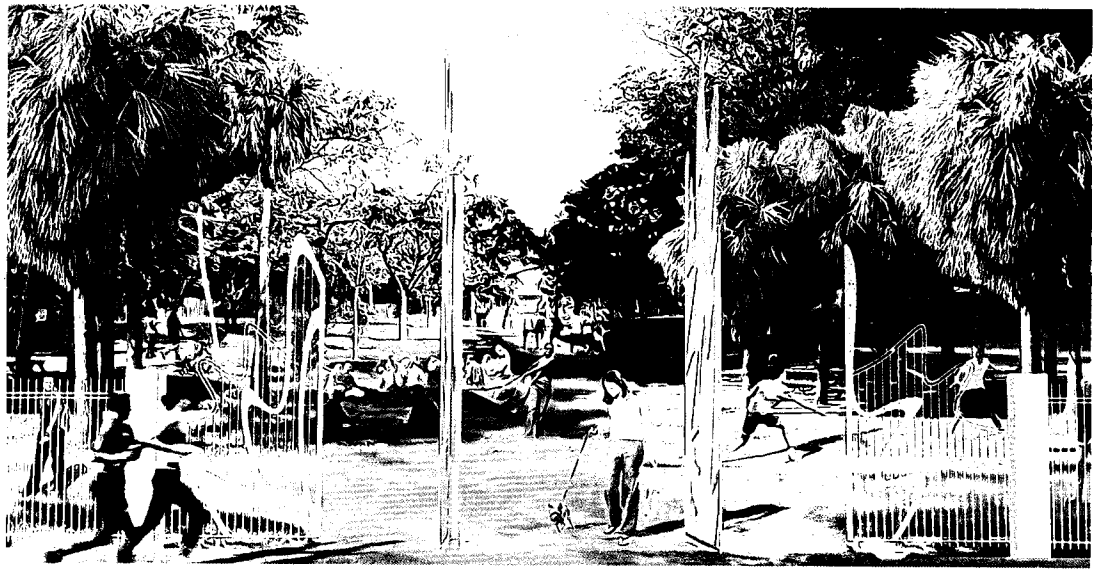
CITY'S WISH LIST

Desired improvements to NSOSP

VISION PLAN

MARCH 2014



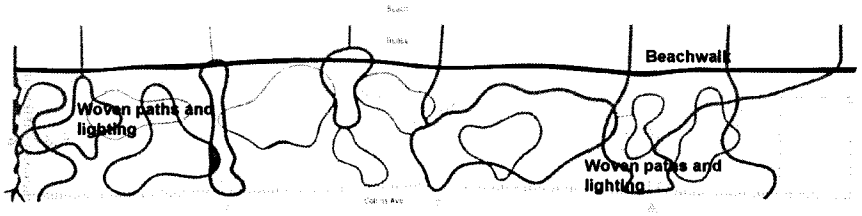


PARK SCOPE: $10 MILLION BUDGET

IMPROVEMENTS TO REPAIR DEFERRED MAINTENANCE AND UPGRADE TO MIAMI BEACH EXPECTATIONS

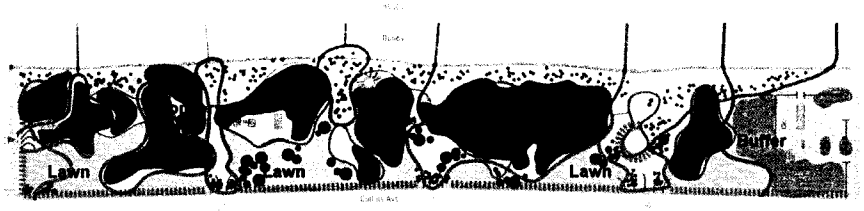
1 Circulation + Lighting

An expanded path network, new lighting, and an extension of the Beachwalk



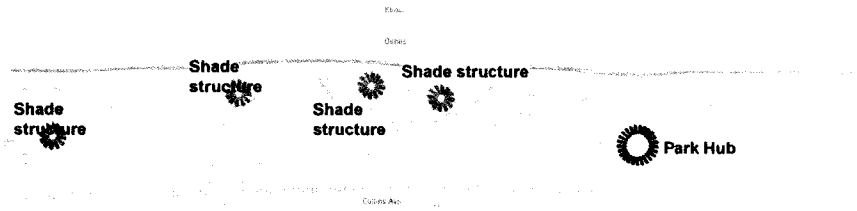
2 Planting

Revitalized lawns, tree pruning, removal of invasive plants, and a diversified native plant palette



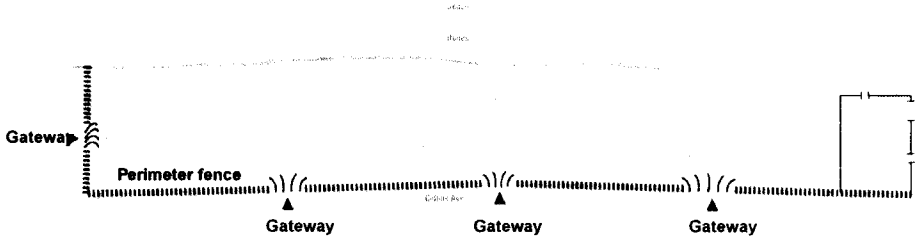
3 Program Enhancements

New concessions, restrooms, and shade structures



4 Fencing + Gateways

New perimeter fence, four iconic park gateways, and park signage

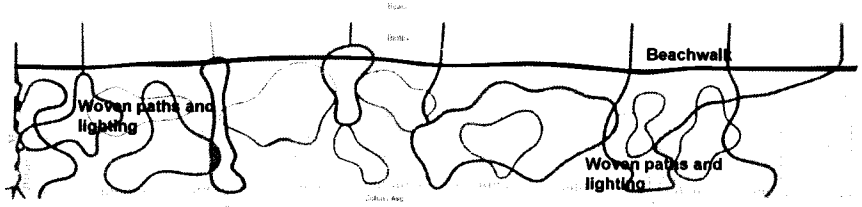


PARK SCOPE: ADJUSTED FOR $6 MILLION BUDGET

1 Circulation + Lighting

An expanded path network, new lighting, and an extension of the Beachwalk

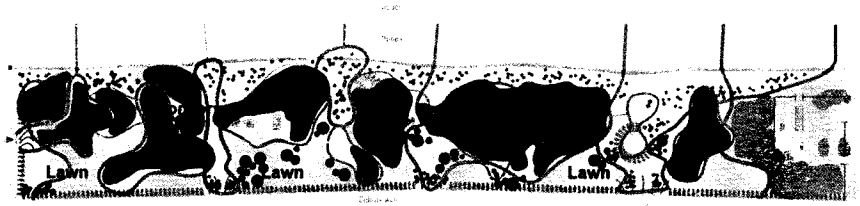
LIGHTING - 15% REDUCTION



2 Planting

Revitalized lawns, tree pruning, removal of invasive plants, and a diversified native plant palette

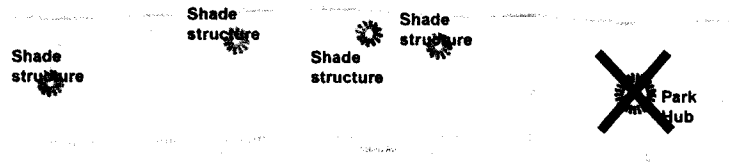
25% REDUCTION OF NEW TREES



3 Program Enhancements

New shade structures

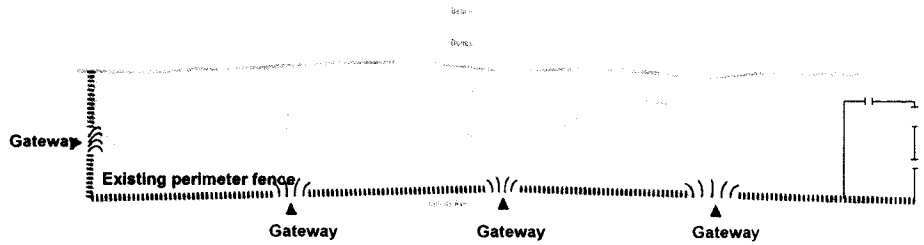
PARK HUB ELIMINATED



4 Gateways

Four iconic gateways and park signage

NEW PERIMETER FENCE ELIMINATED



A CONNECTED FRIENDLY BAYFRONT PARK

Paths + Lighting Expanded path network and new lighting	$2.[illegible] million
Beachwalk Recycled rubber path	$1 million
Shade structures 4 custom shade structures unique to Miami Beach	$1.3 million
Planting Revitalized planting, tree pruning, removal of invasive species	$500,000
Gateways New park signage and ornamental entrance gates at 4 locations	$240,000
Hard cost total	$5.[illegible]5 million
Soft costs Survey, permitting, contractor fees, design fees, etc.	$1-1.34 million
GRAND TOTAL	$6.35-6.69 million

APPENDIX G

MIAMIBEACH

Sample Contract

RFQ No. 2015-211-KB
Architectural and Engineering Design Services for the North Shore Open Space Park Project

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

AGREEMENT BETWEEN

CITY OF MIAMI BEACH

AND

XXXXXXXXXXXXXXXXXXXXXXXX

FOR

PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES

FOR THE

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Resolution No. _____

TABLE OF CONTENTS

DESCRIPTION		PAGE
ARTICLE 1	***DEFINITIONS***	***2***
ARTICLE 2.	BASIC SERVICES	7
ARTICLE 3.	THE CITY'S RESPONSIBILITIES	13
ARTICLE 4.	RESPONSIBILITY FOR CONSTRUCTION COST	16
ARTICLE 5.	ADDITIONAL SERVICES	17
ARTICLE 6.	***REIMBURSABLE EXPENSES***	***18***
ARTICLE 7.	COMPENSATION FOR SERVICES	19
ARTICLE 8.	CONSULTANT'S ACCOUNTING AND OTHER RECORDS	20
ARTICLE 9.	OWNERSHIP OF PROJECT DOCUMENTS	21
ARTICLE 10.	TERMINATION OF AGREEMENT	22
ARTICLE 11.	INSURANCE	23
ARTICLE 12.	INDEMNIFICATION AND HOLD HARMLESS	24
ARTICLE 13.	ERRORS AND OMISSIONS	25
ARTICLE 14.	LIMITATION OF LIABILITY	26
ARTICLE 15.	NOTICE	26
ARTICLE 16.	MISCELLANEOUS PROVISIONS	27

SCHEDULES:

SCHEDULE A	SCOPE OF SERVICES	33
SCHEDULE B	CONSULTANT COMPENSATION	34
SCHEDULE C	HOURLY BILLING RATE	35
SCHEDULE D	CONSTRUCTION COST BUDGET	36
SCHEDULE E	PROJECT SCHEDULE	37
SCHEDULE F	GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT	38
SCHEDULE G	INSURANCE AND SWORN AFFIDAVITS	39
SCHEDULE H	***BEST VALUE AMENDMENT***	***40***

TERMS AND CONDITIONS OF AGREEMENT

BETWEEN THE CITY OF MIAMI BEACH

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXX

FOR

PROFESSIONAL ARCHITECTURE AND ENGINEERING (A/E) SERVICES

FOR THE

XXXXXXXXXXXXXXXXXXXXXXXXXXX

This Agreement made and entered into this __ day of _____, 20XX, by and between the CITY OF MIAMI BEACH, a municipal corporation existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, (hereinafter referred to as City), and XXXXXXXXXXXXXXXXXXXXXXXXXXX, a Florida XXXXXXXXXXX having its principal office at XXXXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter referred to as Consultant).

W I T N E S S E T H:

WHEREAS, the City intends to undertake a project within the City of Miami Beach, which is more particularly described in the Scope of Services attached as **Schedule "A"** hereto, and wishes to engage the Consultant to provide specific professional services including, without limitation, A/E services, for the Project, at the agreed fees set forth in this Agreement; and

WHEREAS, the Consultant desires to contract with the City for performance of the aforestated professional services relative to the Project, as hereinafter set forth; and

NOW THEREFORE, City and Consultant, in consideration of the mutual covenants and agreement herein contained, agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **CITY (OR OWNER):** The "City" shall mean the City of Miami Beach, a Florida municipal corporation having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139.

1.2 **CITY COMMISSION:** "City Commission" shall mean the governing and legislative body of the City.

1.3 **CITY MANAGER:** The "City Manager" shall mean the chief administrative officer of the City. The City Manager shall be construed to include any duly authorized representatives designated in writing (including the Project Coordinator) with respect to any specific matter(s) concerning the Services and/or this Agreement (exclusive of those authorizations reserved to the City Commission or regulatory or administrative bodies having jurisdiction over any matter(s) related to the Project, the Services, and/or this Agreement).

1.4 **PROPOSAL DOCUMENTS:** "Proposal Documents" shall mean Request for XXXXXXXXXXXXX No. XXXXXXXXXXX, entitled "XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX" issued by the City in contemplation of this Agreement, together with all amendments thereto (if any), and the Consultant's proposal in response thereto (Proposal), which is incorporated by reference to this Agreement and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the Agreement shall prevail.

1.5 **CONSULTANT:** The named entity on page 1 of this Agreement, the "Consultant" shall mean the architect/engineer who has entered into a contract with the City to provide the Services described under this Agreement. When the term "Consultant" is used in this Agreement it shall also be deemed to include any officers, employees, sub-consultants, agents, and any other person or entity acting under the supervision, direction, or control of Consultant. Any sub-consultants retained by Consultant for the Project shall be subject to the prior written approval of the City Manager. Consultant shall provide the Project Coordinator with copies of the contract between Consultant and any sub-consultant's. Any such contracts shall contain provisions that preserve and protect the rights of the City under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the City and sub-consultants. Any approval of a sub-consultant by the City shall not, in any way, shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant, from the

Consultant to City. Payment of sub-consultants shall be the responsibility of the Consultant, and shall not be cause for any increase in compensation to the Consultant for payment of the Basic Services. The quality of services and acceptability to the City of the services performed by such sub-consultants shall be the sole responsibility of Consultant.

The following sub-consultants are hereby approved by the City Manager for the Project:

XXXXXXXXXXXXXXXXXXXXXX;
XXXXXXXXXXXXXXXXXXXXXX.

1.6 **PROJECT COORDINATOR:** The "Project Coordinator" shall mean the individual designated in writing by the City Manager who shall be the City's authorized representative to coordinate, direct, and review (on behalf of the City) all matters related to the Project during the design and construction of the Project (unless expressly provided otherwise in this Agreement or the Contract Documents).

1.7 [Intentionally Omitted]

1.8 **BASIC SERVICES:** "Basic Services" shall include those services which Consultant shall perform in accordance with the terms of the Agreement (and as required to complete the Project), as further described in Article 2 and Schedule "A" hereto. In addition any Services not specifically addressed as Additional Services (as defined herein) shall be considered Basic Services.

1.9 **PROJECT:** The "Project" shall mean that certain City capital project that has been approved by the City Commission and is described in Schedule "A" hereto.

1.9.1 **Project Cost:** The "Project Cost", shall mean the estimated total cost of the Project, as prepared and established by the City, including the estimated Construction Cost and Soft Costs. The Project Cost may, from time to time, be revised or adjusted by the City, in its sole discretion, to accommodate approved modifications or changes to the Project or scope of work.

1.9.2 **Project Scope:** The "Project Scope" shall mean the description of the Project in Schedule "A" hereto.

1.10 **CONSTRUCTION COST:** The "Construction Cost" shall mean the sum which is the

actual total cost to the City of the Work (as established in the Contract Documents, as they may be amended from time to time), including a contingency allowance for unforeseen conditions, not to exceed ten percent (10%) of the construction cost for new construction, or twenty percent (20%) of the construction cost for rehabilitation of historic buildings.

For Work not constructed, the Construction Cost shall be the same as the lowest bona fide bid or competitive bid received and accepted from a responsive and responsible bidder or proposer for such Work.

1.10.1 **Construction Cost Budget:** The "Construction Cost Budget" shall mean the amount budgeted by the City for the Construction Cost, as set forth in Schedule "A" hereto.

1.10.2 **Statement Of Probable Construction Cost:** The "Statement of Probable Construction Cost" shall mean the latest approved written estimate of Construction Cost submitted by Consultant to the City, in a format approved by the Project Coordinator.

For Work which bids or proposals have not been let, the Statement of Probable Construction Cost shall be the same as the Construction Cost.

1.11 **FORCE MAJEURE:** "Force Majeure" shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornadoes, floods, loss caused by fire and other similar unavoidable casualties; or by changes in Federal, State or local laws, ordinances, codes or regulations enacted after the date of this Agreement ; or other causes beyond the parties' control which have, or may be reasonably expected to have, a material adverse effect on the Project, or on the rights and obligations of the parties under this Agreement and which, by the exercise of due diligence, such parties shall not have been able to avoid; provided, however, that inclement weather (except as noted above), the acts or omissions of sub-consultants/sub-contractors, market conditions, labor conditions, construction industry price trends, and similar matters which normally impact on the construction process SHALL NOT be considered a Force Majeure.

If the Consultant is delayed in performing any obligation under this Agreement due to a force majeure, the Consultant shall request a time extension from the Project Coordinator within five (5) business days of said force majeure. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Consultant for extra compensation, unless additional services are required, and approved pursuant to Article 5 hereof.

1.12 **CONTRACTOR:** "Contractor" shall mean the individual or individuals, firm, company, corporation, joint venture, or other entity contracting with City for performance of the Work covered in the Contract Documents.

1.13 **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement (together with all exhibits, addenda, and written amendments issued thereto), and the documents prepared by Consultant in accordance with the requirements of the Scope of Services in Schedule "A" hereto (that form the basis for which the City can receive bids for the Work included in the documents). The Contract Documents shall also include, without limitation (together with all exhibits, addenda, and written amendments issued thereto), the invitation to bid (ITB), instructions to bidders, bid form, bid bond, the Contract for Construction, surety payment and performance bonds, Conditions of the Contract for Construction [General, Supplementary, and other Conditions], Divisions 0-17, Construction Documents, an approved Change Order(s), approved Construction Change Directive(s), and/or approved written order(s) for a minor change in the Work.

1.14 **CONTRACT FOR CONSTRUCTION:** "Contract for Construction" shall mean the legally binding agreement between City and with Contractor for performance of the Work covered in the Contract Documents.

1.15 **CONSTRUCTION DOCUMENTS:** "Construction Documents" shall mean the final plans, technical specifications, drawings, documents, and diagrams prepared by the Consultant pursuant to this Agreement, which show the locations, characters, dimensions and details of the Work to be done, and which are part of the Contract Documents.

1.16 **CONTRACT AMENDMENT:** "Contract Amendment" shall mean a written modification to the Agreement approved by the City (as specified below) and executed between City and Consultant, covering changes, additions, or reductions in the terms of this Agreement including, without limitation, authorizing a change in the Project, or the method and manner of performance thereof, or an adjustment in the fee and/or completion dates.

Contract Amendments shall be approved by the City Commission if they exceed twenty-five thousand dollars ($25,000.00) or the City Manager if they are twenty-five thousand dollars ($25,000.00) or less (or other such amount as may be specified by the City of Miami Beach Procurement Ordinance, as amended). Even for Contract Amendments for less than twenty-five thousand ($25,000.00), the City Manager reserves the right to seek and obtain concurrence of the

City Commission for approval of any such Contract Amendment.

1.17 **ADDITIONAL SERVICES:** "Additional Services" shall mean those services, in addition to the Basic Services in this Agreement, which the Consultant shall perform, at the City's option, and which have been duly authorized, in writing, by the City Manager or his authorized designee, prior to commencement of same.

1.18 **WORK:** "Work" shall mean all labor, materials, tools, equipment, services, methods, procedures, etc. necessary or convenient to performance by Contractor of all duties and obligations proposed by the Contract Documents.

1.19 **SERVICES:** "Services" shall mean all services, work, and actions by the Consultant performed pursuant to or undertaken under this Agreement.

1.20 **SOFT COSTS:** "Soft Costs" shall mean costs related to the Project other than Construction Cost including, without limitation, Consultant's Basic Services, Additional Services, surveys, testing, general consultant, financing, and permitting fees, etc.

1.21 **BASE BID:** "Base Bid" shall mean the elements contained in the Construction Documents recommended by the Consultant (and approved by the City) as being within the Construction Cost Budget. "Base Bid" shall not include Additive Alternates or Deductive Alternates.

1.22 **SCOPE OF SERVICES:** "Scope of Services" shall include the Project Scope, Basic Services, and any Additional Services (as approved by the City), all as described in Schedule "A" hereto.

1.23 **SCHEDULES:** "Schedules" shall mean the various schedules attached to this Agreement and referred to as follows:

Schedule A – Scope of Services.
Schedule B – Consultant Compensation.
Schedule C – Consultant Hourly Billing Rate Schedule.
Schedule D – Construction Cost Budget.
Schedule E – Project Schedule.
Schedule F – General Conditions of the Contract for Construction

Schedule G – Insurance Requirements and Sworn Affidavits

Schedule H – Best Value Amendment

ARTICLE 2. BASIC SERVICES

2.1 The Consultant shall provide Basic Services for the Project, as required by the Contract Documents and as set forth in Schedule "A" hereto.

2.2 The Services will be commenced upon issuance of the first Notice to Proceed which shall be issued by the Project Coordinator and counter-signed by Consultant. Subsequent Notices to Proceed shall also be issued by the Project Coordinator.

A separate Notice to Proceed shall be required prior to commencement of each Task (as same are set forth in Schedule "A" hereto).

2.3 As it relates to the Services and the Project, Consultant warrants and represents to City that it is knowledgeable of Federal, State, and local laws codes, rules and regulations applicable in the jurisdiction(s) in which the Project is located, including, without limitation, applicable Florida Statutes, and State of Florida codes, rules and regulations, and local (City of Miami Beach and Miami-Dade County) ordinances, codes, and rules and regulations (collectively, "Applicable Laws"). As they relate to the Services and to the Project, the Consultant agrees to comply with all such Applicable Laws, whether now in effect or as may be amended or adopted from time to time, and shall further take into account all known pending changes to the foregoing of which it should reasonably be aware.

Recognizing that the construction of other projects within the City may affect scheduling of the construction for the Project, the Consultant shall diligently coordinate performance of the Services with the City (through the Project Coordinator) in order to provide for the safe, expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work by others. The Consultant shall coordinate the Services with all of its sub-consultants, as well as other consultants, including, without limitation, City provided consultants (if any).

2.4 The Consultant warrants and represents to City that all of the Services required under this Agreement shall be performed in accordance with the standard of care normally exercised in the design of comparable projects in South Florida. Consultant warrants and represents to the City that it is experienced, fully qualified, and properly licensed (pursuant to Applicable Laws) to

perform the Services. Consultant warrants and represents to City that it is responsible for the technical accuracy of the Services (including, without limitation, the Design Documents contemplated in Schedule "A" hereto).

2.5 The Consultant's Basic Services shall consist of five (5) Tasks (inclusive of planning, design, bidding/award, construction administration, and Additional Services [as may be approved]), all as further described in Schedule "A" hereto; and shall also include any and all of Consultant's responsibilities and obligations with respect to the Project, as set forth in the General Conditions of the Contract for Construction (attached as **Schedule "F"** hereto).

2.5.1 **Planning Services:**

Consultant shall provide planning services for the Project, as required by the Contract Documents and as set forth in Task 1 of Schedule "A" hereto (entitled "Planning Services").

2.5.2 **Design Services:**

Consultant shall prepare Design Documents for the Project, as required by the Contract Documents and as set forth in Task 2 of Schedule "A" hereto (entitled "Design Services")

2.5.3 **Bidding And Award Services:**

Consultant shall provide bidding and award services for the Project, as required by the Contract Documents and as set forth in Task 3 of Schedule "A" hereto (entitled "Bidding and Award Services").

2.5.4 **Construction Administration Services:**

Consultant shall provide construction administration services for the Project, as required by the Contract Documents and as set forth in Task 4 of Schedule "A" hereto (entitled "Construction Administration Services").

2.5.5 **Additional Services:**

If required (and so approved) by the City, Consultant shall provide Additional Services, as set forth in Task 5 of Schedule "A" hereto.

2.6 **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**: Written decisions and/or approvals issued by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant (or of any of its officers, employees, sub-consultants, agents, and/or servants), for

the accuracy and competency of its/their designs, working drawings, plans, technical specifications, or other technical documents, nor shall such approval and/or decisions be deemed to be an assumption of such responsibility by the City for a defect, error or omission in designs, working drawings, plans, technical specifications, or other technical documents; provided, however, that the Consultant shall be entitled to reasonably rely upon the accuracy and validity of written decisions and approvals furnished by the City pursuant to this Agreement.

2.7 **TIME:** It is understood that time is of the essence in the completion of the Project and, in this respect, the parties agree as follows:

2.7.1 **Term:** The term of this Agreement shall commence upon execution by the parties (subject to approval of the Agreement by the Mayor and City Commission) (the Effective Date), and shall be in effect until all Services are completed or until the work and/or services under the Notices to Proceed in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

2.7.2 The Consultant shall perform the Services as expeditiously as is consistent with the standard of professional skill and care required by this Agreement, and the orderly progress of the Work.

2.7.3 The Services shall be performed in a manner that shall conform with the approved Project Schedule, attached to as **Schedule "E"** hereto. The Consultant may submit requests for an adjustment to the Project Schedule, if made necessary because of undue delays resulting from untimely review taken by the City (or other governmental authorities having jurisdiction over the Project) to approve the Consultant's submissions, or any other portion of the Services requiring approval by the City (or other governmental authorities having jurisdiction over the Project). Consultant shall immediately provide the Project Coordinator with written notice stating the reason for the particular delay; the requested adjustment (i.e. extension) to the Project Schedule; and a revised anticipated schedule of completion. Upon receipt and review of Consultant's request (and such other documentation as the Project Coordinator may require), the Project Coordinator may grant a reasonable extension of time for completion of the particular work involved, and authorize that the appropriate adjustment be made to the Project Schedule. The Project Coordinator's approval (if granted) shall be in writing.

2.7.4 Nothing in this Section 2.7 shall prevent the City from exercising its rights to terminate the Agreement, as provided elsewhere herein.

2.8 Consultant shall use its best efforts to maintain a constructive, professional, cooperative working relationship with the Project Coordinator, Contractor, and any and all other individuals and/or firms that have been contracted, or otherwise retained, to perform work on the Project.

2.9 The Consultant shall perform its duties under this Agreement in a competent, timely and professional manner, and shall be responsible to the City for any failure in its performance, except to the extent that acts or omissions by the City make such performance impossible.

The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by sub-consultants), within the specified time period and specified cost. The Consultant shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting with respect to the disciplines required for the performance of the work in the State of Florida. The Consultant is responsible for, and shall represent to City that the work conforms to City's requirements, as set forth in the Agreement. The Consultant shall be and remain liable to the City for all damages to the City caused by the Consultant's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the City may have, the Consultant shall, at its expense, re-perform all or any portion of the Services to correct any deficiencies which result from the Consultant's failure to perform in accordance with the above standards. The Consultant shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Consultant services for a period from the Effective Date of this Agreement, until twelve (12) months following final acceptance of the Work, and for the period of design liability required by applicable law. The Project Coordinator shall notify the Consultant, in writing, of any deficiencies and shall approve the method and timing of the corrections. Neither the City's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Consultant (or any sub-consultant) of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the City's rights under the Agreement, or of any cause of action arising out of the performance of the Agreement. The Consultant and its sub-consultants shall be and remain liable to the City in accordance with Applicable Laws for all damages to City caused by any failure of the Consultant or its sub-consultants to comply with the terms and conditions of the Agreement or by the Consultant or any sub-consultants' misconduct,

unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by sub-consultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of the sub-consultant's work.

2.9.1 The Consultant shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from final acceptance.

2.9.2 **Consultant Performance Evaluation**: The Consultant is advised that a performance evaluation of the work rendered throughout this Agreement will be completed by the City and kept in the City's files for evaluation of future solicitations.

2.10 The City shall have the right, at any time, in its sole and absolute discretion, to submit for review to other consultants (engaged by the City at its expense) any or all parts of the Services and the Consultant shall fully cooperate in such review(s). Whenever others are required to verify, review, or consider any work performed by Consultant (including, without limitation, contractors, other design professionals, and/or other consultants retained by the City), the intent of such requirement is to enable the Consultant to receive input from others' professional expertise to identify any discrepancies, errors or omissions that are inconsistent with industry standards for design or construction of comparable projects; or which are inconsistent with Applicable Laws; or which are inconsistent with standards, decisions or approvals provided by the City under this Agreement. Consultant will use reasonable care and skill, in accordance and consistent with customary professional standards, in responding to items identified by other reviewers in accordance with this subsection. Consultant shall receive comments from reviewers, in writing, including, without limitation (and where applicable), via a set of marked-up drawings and specifications. Consultant shall address comments forwarded to it in a timely manner. The term "timely" shall be defined to mean as soon as possible under the circumstances, taking into account the timelines of the Project Schedule.

2.11 [Intentionally Omitted]

2.12 Consultant agrees that when any portion of the Services relates to a professional service which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice and/or perform such Service(s), it shall employ and/or retain only qualified

duly licensed certified personnel to provide same.

2.13 Consultant agrees to designate, in writing, within five (5) calendar days after issuance of the first Notice to Proceed, a qualified licensed professional to serve as its project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administrating all aspects of the Services. Consultant's Project Manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be the Project Coordinator). Replacement (including reassignment) of an approved Project Manager shall not be made without the prior written approval of the City Manager or his designee (i.e. the Project Coordinator).

2.13.1 Consultant agrees, within fourteen (14) calendar days of receipt of written notice from the City Manager or his designee (which notice shall state the cause therefore), to promptly remove and replace a Project Manager, or any other personnel employed or otherwise retained by Consultant for the Project (including, without limitation, any sub-consultants).

2.14 Consultant agrees not to divulge, furnish or make available to any third party(ies), any non-public information concerning the Services or the Project, without the prior written consent of the City Manager or his designee (who shall be the Project Coordinator), unless such disclosure is incident to the proper performance of the Services; or the disclosure is required pursuant to Florida Public Records laws; or, in the course of judicial proceedings, where such information has been properly subpoenaed. Consultant shall also require its employees and sub-consultants to comply with this subsection.

2.15 The City and Consultant acknowledge that the Services do not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of performing of the Services, Consultant determines that work should be performed to complete the Project which is, in the Consultant's reasonable opinion, outside the level of effort originally anticipated in the Scope of Services, Consultant shall promptly notify the Project Coordinator, in writing, and shall obtain the Project Coordinator's written consent before proceeding with such work. If Consultant proceeds with any such additional work without obtaining the prior written consent of the Project Coordinator, said work shall be deemed to be within the original Scope of Services, and deemed included as a Basic Service (whether or not specifically addressed in the Scope of Services). Mere notice by Consultant to the Project

Coordinator shall not constitute authorization or approval by the City to perform such work. Performance of any such work by Consultant without the prior written consent of the Project Coordinator shall be undertaken at Consultant's sole risk and liability.

2.16 Consultant shall establish, maintain, and categorize any and all Project documents and records pertinent to the Services and shall provide the City, upon request, with copies of any and all such documents and/or records. In addition, Consultant shall provide electronic document files to the City upon completion of the Project.

2.17 The City's participation in the design and construction of the Project shall in no way be deemed to relieve the Consultant of its professional duties and responsibilities under the Contract Documents or under Applicable Laws.

2.18 **GREEN BUILDING STANDARDS:**
The Consultant shall comply with the requirements of Section 255.2575, Florida Statutes, and Chapter 100 of the City Code, as both may be amended from time to time, addressing applicable Leadership in Energy and Environmental Design (LEED) compliance requirements.

2.19 **SUB-CONSULTANTS:** All services provided by sub-consultants shall be consistent with those commitments made by the Consultant in its Proposal and during the competitive solicitation selection process and interview. Such services shall be undertaken and performed pursuant to appropriate written agreements between the Consultant and the sub-consultants, which shall contain provisions that preserve and protect the rights of the City under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the City and the sub-consultants.

The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant. The Consultant shall cause the names of sub-consultants responsible for significant portions of the Services to be inserted on the plans and specifications.

ARTICLE 3. THE CITY'S RESPONSIBILITIES

3.1 The City Manager shall designate a Project Coordinator, in writing, who shall be the City's authorized representative to coordinate, direct, and review all matters related to this Agreement and the Project during the design and construction of same (except unless otherwise expressly provided in this Agreement or the Contract Documents). The Project Coordinator shall be authorized (without limitation) to transmit instructions, receive information, and interpret and define City policies and decisions with respect to the Services and the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to Consultant that would have the affect (or be interpreted as having the effect) of modifying or changing, (in any way) the following:

a) the Scope of Services;
b) the time within which Consultant is obligated to commence and complete the Services; or
c) the amount of compensation the City is obligated or committed to pay Consultant.

3.2 The City shall make available to Consultant all information that the City has in its possession pertinent to the Project. Consultant hereby agrees and acknowledges that, in making any such information available to Consultant, the City makes no express or implied certification, warranty, and/or representation as to the accuracy or completeness of such information. The Consultant understands, and hereby agrees and acknowledges, that it is obligated to verify to the extent it deems necessary all information furnished by the City, and that it is solely responsible for the accuracy and applicability of all such information used by Consultant. Such verification shall include, without limitation, visual examination of existing conditions in all locations encompassed by the Project, where such examination can be made without using destructive measures (i.e. excavation or demolition). Survey information shall be spot checked to the extent that Consultant has satisfied itself as to the reliability of the information.

3.3 [Intentionally Omitted]

3.4 At any time, in his/her sole discretion, the City Manager may furnish accounting, and insurance counseling services for the Project (including, without limitation, auditing services to verify the Consultant's applications for payment, or to ascertain that Consultant has properly remitted payment due to its sub-consultants or vendors).

3.5 If the City observes or otherwise becomes aware of any fault or defect in the Project, or

non-conformance with the Contract Documents, the City, through the Project Coordinator, shall give prompt written notice thereof to the Consultant.

3.6 The City, acting in its proprietary capacity as Owner and not in its regulatory capacity, shall render any administrative approvals and decisions required under this Agreement, in writing, as reasonably expeditious for the orderly progress of the Services and of the Work. No City administrative (proprietary) approvals and/or decisions required under this Agreement shall be unreasonably conditioned, withheld, or delayed; provided, however, that the City shall at all times have the right to approve or reject any such requests for any reasonable basis.

3.7 The City Commission shall be the final authority to do or to approve the following actions or conduct, by passage of an enabling resolution or amendment to this Agreement:

3.7.1 Except where otherwise expressly noted in the Agreement or the Contract Documents, the City Commission shall be the body to consider, comment upon, or approve any amendments or modifications to this Agreement.

3.7.2 The City Commission shall be the body to consider, comment upon, or approve any assignment, sale, transfer or subletting of this Agreement. Assignment and transfer shall be defined to also include sale of the majority of the stock of a corporate consultant.

3.7.3 Upon written request from Consultant, the City Commission shall hear appeals from administrative decisions of the City Manager or the Project Coordinator. In such cases, the Commission's decision shall be final and binding upon all parties.

3.7.4 The City Commission shall approve or consider all Contract Amendments that exceed the sum of twenty five thousand dollars ($25,000.00) (or other such amount as may be specified by the City of Miami Beach Procurement Ordinance, as amended).

3.8 Except where otherwise expressly noted in this Agreement, the City Manager shall serve as the City's primary representative to whom administrative (proprietary) requests for decisions and approvals required hereunder by the City shall be made. Except where otherwise expressly noted in this Agreement or the Contract Documents, the City Manager shall issue decisions and authorizations which may include, without limitation, proprietary review, approval, or comment upon the schedules, plans, reports, estimates, contracts, and other documents submitted to the City by Consultant.

3.8.1 The City Manager shall have prior review and approval of the Project Manager (and any replacements) and of any sub-consultants (and any replacements).

3.8.2 The City Manager shall decide, and render administrative (proprietary) decisions on matters arising pursuant to this Agreement which are not otherwise expressly provided for in this Agreement. In his/her discretion, the City Manager may also consult with the City Commission on such matters.

3.8.3 At the request of Consultant, the City Manager shall be authorized, but not required, to reallocate monies already budgeted toward payment of the Consultant; provided, however, that the Consultant's compensation (or other budgets established by this Agreement) may not be increased without the prior approval of the City Commission, which approval (if granted at all) shall be in its sole and reasonable discretion.

3.8.4 [Intentionally Omitted]

3.8.5 The City Manager may approve Contract Amendments which do not exceed the sum of twenty five thousand dollars ($25,000.00) (or other such amount as may be specified by the City of Miami Beach Purchasing Ordinance, as amended); provided that no such amendments increase any of the budgets established by this Agreement.

3.8.6 The City Manager may, in his/her sole discretion, form a committee or committees, or inquire of, or consult with, persons for the purpose of receiving advice and recommendations relating to the exercise of the City's powers, duties, and responsibilities under this Agreement or the Contract Documents.

3.8.7 The City Manager shall be the City Commission's authorized representative with regard to acting on behalf of the City in the event of issuing any default notice(s) under this Agreement, and, should such default remain uncured, in terminating the Agreement (pursuant to and in accordance with Article 10 hereof).

ARTICLE 4. RESPONSIBILITY FOR CONSTRUCTION COST

4.1 The City has established the Construction Cost Budget for the Project, as set forth in Schedule "D", attached hereto.

4.2 Consultant shall certify and warrant to the City all estimates of Construction Cost prepared by Consultant.

4.3 Consultant shall warrant and represent to the City that its review and evaluation of the Construction Cost Budget, Statement of Probable Construction Cost, and any other cost estimates prepared (or otherwise provided) by Consultant for the Project, represent Consultant's best judgment as an experienced design professional familiar with the construction industry; provided, however, that Consultant cannot (and does not) guarantee that bids or negotiated prices will not vary from any estimates of Construction Cost or other cost evaluation(s) prepared (or otherwise provided) by Consultant.

4.4 The Construction Cost Budget (as established in **Schedule "D"** hereto) shall not be exceeded without fully justifiable, extraordinary, and unforeseen circumstances (such as Force Majeure) which are beyond the control of the parties. Any expenditure above this amount shall be subject to prior City Commission approval which, if granted at all, shall be at the sole and reasonable discretion of the City Commission. The City Commission shall have no obligation to approve an increase in the Construction Cost Budget and, if such budget is exceeded, the City Commission may, at its sole and reasonable discretion, terminate this Agreement (and the remaining Services) without any further liability to the City.

4.5 If the lowest and best base bid exceeds the Construction Cost Budget by more than five percent (5%), the City Commission may, at its sole option and discretion, elect any of the following options: (1) approve an increase to the Construction Cost Budget; (2) reject all bids, and (at its option) authorize rebidding of the Project; (3) abandon the Project and terminate the remaining Services without any further liability to the City; (4) select as many Deductive Alternatives as may be necessary to bring the lowest and best bid within the Construction Cost Budget; or (5) work with the Consultant to reduce the Project Scope, construction schedule, sequence of Work, or such other action, as deemed necessary, to reduce the Construction Cost Budget. In the event the City elects to reduce the Project Scope, the Consultant shall provide any required revisions to the Contract Documents (including, without limitation, the Construction Documents), and provide re-bidding services, as many times as reasonably requested by the

City, **at no additional cost to the City**, in order to bring any resulting, responsive and responsible bids within five percent (5%) of the Construction Cost Budget.

ARTICLE 5. ADDITIONAL SERVICES

5.1 Additional Services shall only be performed by Consultant following receipt of written authorization by the Project Coordinator (which authorization must be obtained prior to commencement of any such additional work by Consultant). The written authorization shall contain a description of the Additional Services required; an hourly fee (in accordance with the rates in Schedule "C" hereto), with a "Not to Exceed" amount; Reimbursable Expenses (if any) with a "Not to Exceed" amount; the amended Construction Cost Budget (if applicable); the time required to complete the Additional Services; and an amended Project Schedule (if applicable). "Not to Exceed" shall mean the maximum cumulative hourly fees allowable (or, in the case of Reimbursable Expenses, the maximum cumulative expenses allowable), which the Consultant shall not exceed without further written authorization of the Project Coordinator. The "Not to Exceed" amount is not a guaranteed maximum cost for the additional work requested (or, in the case of Reimbursables, for the expenses), and all costs applicable to same shall be verifiable through time sheets (and, for Reimbursables, expense reviews).

5.2 Additional Services may include, but not be limited to, the following:

5.2.1 Providing additional work relative to the Project which arises from subsequent circumstances and causes which do not currently exist, or which are not contemplated by the parties at the time of execution of this Agreement (excluding circumstances and causes resulting from error, omission, inadvertence, or negligence of Consultant).

5.2.2 Serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, unless the subject matter at issue has arisen from the error omission, inadvertence, or negligence of Consultant.

5.2.3 [Intentionally Omitted]

5.2.4 Assistance in connection with bid protests, re-bidding, or re-negotiating contracts (except for Contract Document revisions and re-bidding services required under Section 4.5 hereof, which shall be provided at no additional cost to City).

ARTICLE 6. REIMBURSABLE EXPENSES

6.1 Reimbursable Expenses are an allowance set aside by the City and shall include actual expenditures made by the Consultant in the interest of the Project. The Reimbursable Expenses allowance, as specified in **Schedule "B"** hereto, belongs to, and shall be controlled by, the City. Any money not directed to be used by City for Reimbursable Expenses shall remain with the City (i.e. unused portions will not be paid to Consultant).

Notwithstanding the above, any Reimbursable Expenses in excess of $500 must be authorized, in advance, in writing, by the Project Coordinator. Invoices or vouchers for Reimbursable Expenses shall be submitted to the Project Coordinator (along with any supporting receipts and other back-up material requested by the Project Coordinator). Consultant shall certify as to each such invoice and/or voucher that the amounts and items claimed as reimbursable are "true and correct and in accordance with the Agreement."

6.2 Reimbursable Expenses may include, but not be limited to, the following:

6.2.1 Cost of reproduction, courier, and postage and handling of drawings, plans, specifications, and other Project documents (excluding reproductions for the office use of the Consultant and its sub-consultants, and courier, postage and handling costs between the Consultant and its sub-consultants).

6.2.2 Costs for reproduction and preparation of graphics for community workshops.

6.2.3 Permit fees required by City of Miami Beach regulatory bodies having jurisdiction over the Project (i.e. City permit fees).

ARTICLE 7. COMPENSATION FOR SERVICES

7.1 Consultant's "Not to Exceed" fee for provision of the Services shall be XXXXXXXX, with a Reimbursable Expenses allowance of XXXXXXXX.

7.2 Payments for Services shall be made within forty-five (45) calendar days of receipt and approval of an acceptable invoice by the Project Coordinator. Payments shall be made in proportion to the Services satisfactorily performed, so that the payments for Services never

exceed the progress percentage noted in the Consultant's Progress Schedule (to be submitted with each invoice). No mark-up shall be allowed on subcontracted work.

7.3 Approved Additional Services shall be compensated in accordance with the hourly rates set forth in Schedule "C," attached hereto. Any request for payment of Additional Services shall be included with a Consultant payment request. No mark-up shall be allowed on Additional Services (whether sub-contracted or not).

7.4 Approved Reimbursable Expenses shall be paid in accordance with Article 6 hereto, up to the "Not to Exceed" Reimbursable allowance amount in Schedule "B" hereto. Any request for payment of Reimbursable Expenses shall also be included with Consultant's payment request. No mark-up shall be allowed on Reimbursable Expenses.

7.5 **ESCALATION:** During the Term of this Agreement, the City may, by written directive approved and executed by the City Manager, adjust the fees included in the Hourly Billing Rate Schedule in Schedule "C" hereto, to reflect the change in the Consumer Price Index (CPI) on a year to year basis. Such adjustment will be based on the cumulative change of the CPI for the Miami urban area, provided that in no event shall any the annual increase exceed three percent (3%).

7.6 No retainage shall be made from the Consultant's compensation on account of sums withheld by the City on payments to Contractor.

7.7 **METHOD OF BILLING AND PAYMENT**. Consultant shall invoice the Project Coordinator in a timely manner, but no more than once on a monthly basis. Invoices shall identify the nature and extent of the work performed; the total hours of work performed by employee category; and the respective hourly billing rate associated therewith. In the event sub-consultant work is used, the percentage of completion shall be identified. Invoices shall also itemize and summarize any Additional Services and/or Reimbursable Expenses. A copy of the written approval of the Project Coordinator for the requested Additional Service(s) or Reimbursable Expense(s) shall accompany the invoice.

7.7.1 If requested, Consultant shall provide back-up for past and current invoices that records hours for all work (by employee category), and cost itemizations for Reimbursable Expenses (by category).

7.7 .2 The City shall pay Consultant within forty-five (45) calendar days from receipt and approval of an acceptable invoice by the Project Coordinator.

7.7.3 Upon completion of the Services, Consultant's final payment shall require the prior written approval of the City Manager before disbursement of same.

ARTICLE 8. CONSULTANT'S ACCOUNTING AND OTHER RECORDS

8.1 All books, records (whether financial or otherwise), correspondence, technical documents, and any other records or documents related to the Services and/or Project will be available for examination and audit by the City Manager, or his/her authorized representatives, at Consultant's office (at the address designated in Article 15 ["Notices"]), during customary business hours. All such records shall be kept at least for a period of three (3) years after Consultant's completion of the Services. Incomplete or incorrect entries in such records and accounts relating personnel services and expenses may be grounds for City's disallowance of any fees or expenses based upon such entries. Consultant shall also bind its sub-consultants to the requirements of this Article and ensure compliance therewith

ARTICLE 9. OWNERSHIP OF PROJECT DOCUMENTS

9.1 All notes, correspondence, documents, plans and specifications, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents (whether completed or partially completed) and copyrights thereto for Services performed or produced in the performance of this Agreement, or related to the Project, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the City. Consultant shall deliver all such documents to the Project Coordinator within thirty (30) days of completion of the Services (or within thirty (30) days of expiration or earlier termination of this Agreement as the case may be). However, the City may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the City Manager in advance and in writing, In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from the City Manager. The Consultant shall warrant to the City that it has been granted a license to use and reproduce any standard details and designs owned by a third party and used

or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119, Florida Statutes.

g)

g) 9.2 The Consultant is permitted to reproduce copyrighted material described above subject to prior written approval of the City Manager.

g)

g) 9.3 At the City's option, the Consultant may be authorized, as an Additional Service, to adapt copyrighted material for additional or other work for the City; however, payment to the Consultant for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

g)

g) 9.4 The City shall have the right to modify the Project or any components thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.

g)

9.5 The Consultant shall bind all sub-consultants to the Agreement requirements for re-use of plans and specifications.

ARTICLE 10. TERMINATION OF AGREEMENT

10.1 **TERMINATION FOR LACK OF FUNDS:** The City is a governmental entity and is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement. In the event there is a lack of adequate funding either for the Services or the Project (or both), the City may terminate this Agreement without further liability to the City.

10.2 **TERMINATION FOR CAUSE:** The City, through the City Manager, may terminate this Agreement for cause, upon written notice to Consultant, in the event that the Consultant (1) violates any provision of this Agreement or performs same in bad faith; (2) unreasonably delays the performance of the Services or any portion thereof; or (3) does not perform the Services or any portion thereof in a timely and satisfactory manner. In the case of termination for cause by the City, the Consultant shall first be granted a thirty (30) day cure period (commencing upon receipt of the initial written notice of default from the City).

10.2.1 In the event this Agreement is terminated for cause by the City, the City, at

its sole option and discretion, may take over the remaining Services and complete them by contracting with another consultant(s), or otherwise. The Consultant shall be liable to the City for any additional cost(s) incurred by the City due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of the Services, and the cost of completion of such Services had the Agreement not been terminated.

10.2.2 In the event of termination for cause by the City, the City shall only be obligated to pay Consultant for those Services satisfactorily performed and accepted prior to the date of termination (as such date is set forth in, or can be calculated from, the City's initial written default notice). Upon payment of any amount which may be due to Consultant pursuant to this subsection 10.2.2, the City shall have no further liability to Consultant.

10.2.3 As a condition precedent to release of any payment which may be due to Consultant under subsection 10.2.2, the Consultant shall promptly assemble and deliver to the Project Coordinator any and all Project documents prepared (or caused to be prepared) by Consultant(including, without limitation, those referenced in subsection 9.1 hereof). The City shall not be responsible for any cost incurred by Consultant for assembly, copy, and/or delivery of Project documents pursuant to this subsection.

10.3 **TERMINATION FOR CONVENIENCE:** In addition to the City's right to terminate for cause, the City through the City Manager, may also terminate this Agreement, upon fourteen (14) days prior written notice to Consultant, for convenience, without cause, and without penalty, when (in its sole discretion) it deems such termination to be in the best interest of the City. In the event the City terminates the Agreement for convenience, Consultant shall be compensated for all Services satisfactorily performed and accepted up to the termination date (as set forth in the City's written notice), and for Consultant's costs in assembly and delivery to the Project Coordinator of the Project documents (referenced in subsection 10.2.3 above). Upon payment of any amount which may be due to Consultant pursuant this subsection 10.3, the City shall have no further liability to Consultant.

10.4 **TERMINATION BY CONSULTANT:** The Consultant may only terminate this Agreement for cause, upon thirty (30) days prior written notice to the City, in the event that the City willfully violates any provisions of this Agreement or unreasonably delays payment of the Services or any portion thereof. In the event of a termination for cause by Consultant, the City shall pay Consultant for any Services satisfactorily performed and accepted up to the date of termination;

provided, however, that the City shall first be granted a thirty (30) day cure period (commencing upon receipt of Consultant's initial written notice).

10.4.1 The Consultant shall have no right to terminate this Agreement for convenience.

10.5 **IMPLEMENTATION OF TERMINATION:** In the event of termination (whether for cause or for convenience), the Consultant shall immediately, upon receipt of the City's written notice of termination: (1) stop the performance of Services; (2) place no further orders or issue any other subcontracts, except for those which may have already been approved, in writing, by the Project Coordinator; (3) terminate all existing orders and subcontracts; and (4) promptly assemble all Project documents (for delivery to the Project Coordinator).

ARTICLE 11. INSURANCE

11.1 At all times during the Term of this Agreement, Consultant shall maintain the following required insurance coverage in full force and effect. The Consultant shall not commence any work until satisfactory proof of all required insurance coverage has been furnished to the Project Coordinator:

(a) Professional Liability Insurance, in the amount of one million dollars ($1,000,000.00), per occurrence, with a maximum deductible of $150,000 per occurrence, $450,000 aggregate. Consultant shall notify the Project Coordinator, in writing, within thirty (30) days of any claims filed or made against its Professional Liability Insurance policy.

(b) Comprehensive General Liability Insurance, in the amount of one million dollars ($1,000,000.00), Single Limit Bodily Injury and Property Damage coverage, for each occurrence, which shall include products, completed operations, and contractual liability coverage. The City of Miami Beach, Florida must be named as an additional insured on this policy.

(c) Worker's Compensation and Employer's Liability coverage within the statutory limits required under Florida law.

11.2 The Consultant must give the Project Coordinator at least thirty (30) days prior written notice of cancellation or of substantial modifications in any required insurance coverage. All certificates and endorsements shall contain this requirement.

11.3 The insurance must be furnished by an insurance company rated B+:VI or better, or its equivalent, according to Bests' Guide Rating Book, and by insurance companies duly authorized to do business in the State of Florida, and countersigned by the company's Florida resident agent.

11.4 Consultant shall provide the Project Coordinator with a certificate of insurance of all required insurance policies. The City reserves the right to require a certified copy of such policies, upon written request to Consultant.

ARTICLE 12. INDEMNIFICATION AND HOLD HARMLESS

12.1 Pursuant to Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

The Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit its responsibility to indemnify, keep, and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

12.2 The Consultant agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of the Consultant in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor, or other acts of the Consultant, the City in no way assumes or shares any responsibility or liability of the Consultant (including, without limitation its sub-consultants and/or any registered professionals (architects and/or engineers) under this Agreement).

ARTICLE 13. ERRORS AND OMISSIONS

13.1 **ERRORS AND OMISSIONS:** It is specifically agreed that any construction changes categorized by the City as caused by an error, an omission, or any combination thereof in the Contract Documents that were prepared by the Consultant will constitute an additional cost to the City that would not have been incurred without the error. The damages to the City for errors, omissions or any combinations thereof shall be calculated as the total cost of any damages or incremental costs to the City resulting out of the errors or omissions by the Consultant.

Damages shall include delay damages caused by the error, omission, or any combination thereof. Should the Consultant disagree that all or part of such damages are the result of errors, omissions, or any combination thereof, the Consultant may appeal this determination, in writing, to the City's Capital Improvement Projects Director (the Director). The Director's decision on all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event that the Consultant does not agree with the decision of the Director, the Consultant shall present any such objections, in writing, to the City Manager. The Director and the Consultant shall abide by the decision of the City Manager. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction after the above administrative remedies have been exhausted.

ARTICLE 14. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the "not to exceed" amount of the fee paid to Consultant under this Agreement, less any amount(s) actually paid to Consultant hereunder. Consultant hereby expresses its willingness to enter into this Agreement, with Consultant's recovery from the City for any damages for action for breach of contract to be limited to Consultant's "not to exceed" fee under this Agreement, less any amount(s) actually paid by the City to the Consultant hereunder.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for money damages due to an alleged breach by the City of this Agreement, in an amount in excess of the "not to exceed

amount" of Consultant's fees under this Agreement, which amount shall be reduced by any amount(s) actually paid by the City to Consultant hereunder.

Nothing contained in this subsection, or elsewhere in this Agreement, is in any way intended to be a waiver of the limitation placed upon City's liability, as set forth in Section 768.28, Florida Statutes.

ARTICLE 15. NOTICE

All written notices given to City by Consultant shall be addressed to:

City Manager's Office
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: XXXXXXXXXXXXX

With a copy to:
Capital Improvement Projects Office
City of Miami Beach
1700 Convention Center Drive

Miami Beach, Florida 33139
Attn: XXXXXXXXXXXXXX

All written notices given to the Consultant from the City shall be addressed to:

XXXXXXXXXXXXXXX
XXXXXXXXXXXXXXX
XXXXXXXXXXXXXXX
XXXXXXXXXXXXXXX
Attn: XXXXXXXXXXX

All notices mailed to either party shall be deemed to be sufficiently transmitted if sent by certified mail, return receipt requested.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1 **VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, in federal court. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

16.2 **EQUAL OPPORTUNITY EMPLOYMENT GOALS:** Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital or familial status, or age, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital or familial status, or age.

16.3 **PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who is a consultant, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not bid on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or subconsultant under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. For violation of this subsection by Consultant, City shall have the right to terminate the Agreement without any liability to City, and pursue debarment of Consultant

16.4 **NO CONTINGENT FEE:** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the

award or making of this Agreement. For the breach or violation of this subsection, City shall have the right to terminate the Agreement, without any liability or, at its discretion, to deduct from the contract price (or otherwise recover) the full amount of such fee, commission, percentage, gift, or consideration.

16.5 **LAWS AND REGULATIONS:**

16.5.1 The Consultant shall, during the Term of this Agreement, be governed by Federal, State, Miami-Dade County, and City laws, ordinances, and codes which may have a bearing on the Services involved in the Project.

16.5.2 Project Documents. In accordance with Section 119.07 (3) (ee), Florida Statutes, entitled "Inspection, Examination, and Duplication of Records; Exemptions," all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of Section 119.07(1), Florida Statutes (inspection and copying of public records), and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior written approval from the City Manager, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the Project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

16.5.2.1 In addition to the requirements in this subsection 16.5.2, the Consultant agrees to abide by all applicable Federal, State, and City procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include, but is not limited to, each employee of Consultant and sub-consultants that will be involved in the Project being required to sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the City Manager, in writing.

16.5.2.2 The Consultant and its sub-consultants agree in writing that the Project documents are to be kept and maintained in a secure location.

16.5.2.3 Each set of the Project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

16.5.2.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.

16.6 **CORRECTIONS TO CONTRACT DOCUMENTS**: The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Contract Documents prepared by Consultant, including documents prepared by its sub-consultants. Compliance with this subsection shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

16.7 **WARRANTY:** The Consultant warrants that the Services furnished to the City under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida applicable to the design and construction of public and commercial facilities.

16.8 **NON-EXCLUSIVITY:** Notwithstanding any provision of this non-exclusive Agreement, the City is not precluded from retaining or utilizing any other architect, engineer, design professional or other consultant to perform any incidental Basic Services, Additional Services, or other professional services within the contract limits defined in the Agreement. The Consultant shall have no claim against the City as a result of the City electing to retain or utilize such other architect, engineer, design professional, or other consultant to perform any such incidental Services.

g) 16.9 **ASSIGNMENT:** The Consultant shall not assign, transfer or convey this Agreement to any other person, firm, association or corporation, in whole or in part, without the prior written consent of the City Commission, which consent, if given at all, shall be at the Commission's sole option and discretion. However, the Consultant will be permitted to cause portions of the Services to be performed by sub-consultants, subject to the prior written approval of the City Manager.

g)

16.10 **SUCCESSORS AND ASSIGNS:** The Consultant and the City each binds himself/herself, his/her partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the City (through the City Commission) the opportunity to approve or reject all proposed assignees, successors or other

changes in the ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.

16.11 **PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:** In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, sub-consultants, and other purchased services, etc., as necessary to complete said Services.

16.12 **INTENT OF AGREEMENT:**

g) 16.12.1 The intent of the Agreement is for the Consultant to provide design services, and to include all necessary items for the proper completion of such services for a fully functional Project which, when constructed in accordance with the design, will be able to be used by the City for its intended purpose. The Consultant shall perform, as Basic Services, such incidental work which may not be specifically referenced, as necessary to complete the Project.

g) 16.12.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

16.12.3 No acceptance, order, payment, or certificate of or by the City, or its employees or agents, shall either stop the City from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the City or of any rights to damages herein provided.

16.13 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless memorialized in written document approval and executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their names by their duly authorized officers and principals, attested by their respective witnesses and City Clerk on the day and year first hereinabove written.

Attest

CITY OF MIAMI BEACH:

CITY CLERK

MAYOR

CONSULTANT: XXXXXXXXXXXXXXX

Attest

Signature/Secretary

Signature/President

Print Name

Print Name

SCHEDULE A

SCOPE OF SERVICES

SCHEDULE B

CONSULTANT COMPENSATION

:

Schedule of Payments

Planning Services *	$ 0.00
Design Services*	$XXXXXXXX
Bidding and Award Services	$XXXXXXXX
Construction Administration **	$XXXXXXXX
Reimbursable Allowance***	$XXXXXXXX
Historic Preservation Board / Design Review Board (if required)	$ 0.00

Note*: These services will be paid lump sum based on percentage complete of each phase as identified in the individual tasks.

Note**: Construction Administration will be paid on a monthly basis upon commencement of construction.

In the event that, through no fault of the Consultant, Construction Administration services are required to be extended, which extension shall be subject to prior City approval, and what shall be at the City's sole discretion, the Consultant agrees to extend said services for $XXXXXX, per month, for the duration required to complete the Project.

Note***: The Reimbursable Allowance belongs to the City and must be approved in writing, in advance, by the Project Coordinator. Unused portions will not be paid to the Consultant.

SCHEDULE C

HOURLY BILLING RATE SCHEDULE

SCHEDULE D

COSTRUCTION COST BUDGET

SCHEDULE E

PROJECT SCHEDULE

SCHEDULE F

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SCHEDULE G

INSURANCE REQUIREMENTS AND SWORN AFFIDAVITS.

SCHEDULE H

BEST VALUE AMENDMENT

The Consultant agrees to abide by all the required documentation of the City's Performance Information Procurement System and submit the weekly reports.

Condensed Title:

REQUEST FOR APPROVAL TO ISSUE REQUEST FOR PROPOSAL (RFP) NO. 2015-177-JR FOR ELECTRIC VEHICLE CHARGING STATIONS FOR THE CITY'S PARKING FACILITIES, PARKING GARAGES AND SURFACE LOTS.

Key Intended Outcome Supported:

Build and Maintain Priority Infrastructure with Full Accountability

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

The City of Miami Beach Parking Department ("Parking") is dedicated to providing environmentally friendly service programs, including hybrid vehicle parking incentives, bicycle sharing, and car sharing, and it intends to increase the number of electric vehicle charging stations at municipal parking facilities to implement a citywide program.

The City's goals and objectives are to promote a vision that makes electric vehicles a part of daily life for Miami Beach residents and visitors. This program is to be accessible to the maximum number of people in the most cost-efficient manner to promote electric vehicle use and, conversely, decrease local motor vehicle use.

To seek proposals for a subsequent agreement and a continuation of services, the Administration is seeking approval to issue RFP 2015-177-JR. Approval to issue this RFP will enable the City to establish a contract to provide these services throughout the City's Parking Facilities, Parking Garages and Surface Lots. The RFP (attached) details the scope of services, minimum qualifications and evaluation criteria.

The City Manager recommends that the Mayor and City Commission authorize the issuance of RFP 2015-177-JR for Electric Vehicle Charging Stations for the City's Parking Facilities, Parking Garages and Surface Lots

Advisory Board Recommendation:

On the April 15, 2015 meeting the Land Use and Development Committee (LUDC) suggested that additional thought be given to incentivize existing development to provide electric vehicle parking stations.

Financial Information:

Source of Funds:		Amount	Account
	1	N/A	
	2	N/A	
	Total		

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Alex Denis, Director Ext # 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
EW AD	MT	JLM

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MIAMIBEACH

AGENDA ITEM C2B
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE REQUEST FOR PROPOSAL (RFP) NO. 2015-177-JR FOR ELECTRIC VEHICLE CHARGING STATIONS FOR THE CITY'S PARKING FACILITIES, PARKING GARAGES AND SURFACE LOTS.**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFP.

BACKGROUND

The City of Miami Beach Parking Department ("Parking") is dedicated to providing environmentally friendly service programs, including hybrid vehicle parking incentives, bicycle sharing, and car sharing, and it intends to increase the number of electric vehicle charging stations at municipal parking facilities to implement a citywide program.

The City's goals and objectives are to promote a vision that makes electric vehicles a part of daily life for Miami Beach residents and visitors. This program is to be accessible to the maximum number of people in the most cost-efficient manner to promote electric vehicle use and, conversely, decrease local motor vehicle use.

Self-service electric vehicle charging stations facilitate the use of electric vehicles (EVs) due to the limited range of current EVs and their need to recharge periodically. The availability of strategically placed charging stations throughout the City provides a greater convenience and further promotes the use EVs. Benefits to the City include improved air quality, quieter and more livable streets, and decreased dependency on fossil fuels.

RFP No.18-10/11 was issued in April 5th, 2011, which resulted in a contract where the contractor was responsible to provide, install, maintain service and operate an EV charging station or stations at the 13th Street Public Parking Garage. Since 2011, there have been significant technological advances in electric vehicles and EV stations.

At the March 11th, 2015 Land Use and Development Committee Meeting, it was recommended that to increase EV station availability, the City could expand its existing pilot program to additional public parking lots Citywide. It was recommended that the RFP specify that the program must be a turnkey operation where the vendor is required to install the stations at no cost to the City.

SCOPE OF SERVICES

Please Reference Appendix C, Sub-Section C2 of RFP 2015-177-JR for Electric Vehicle Charging Stations for the City's Parking Facilities, Parking Garages and Surface Lots (attached).

MINIMUM QUALIFICATIONS

Please Reference Appendix C, Sub-Section C1 of RFP 2015-177-JR for Electric Vehicle Charging Stations for the City's Parking Facilities, Parking Garages and Surface Lots (attached).

MINIMUM DOCUMENTATION SUBMITTAL REQUIREMENTS

Please Reference Section 0300 – Submittal Instructions and Format of RFP 2015-177-JR for Electric Vehicle Charging Stations for the City's Parking Facilities, Parking Garages and Surface Lots (attached).

EVALUATION/SELECTION PROCESS AND CRITERIA FOR EVALUATION

Please Reference Section 0400 – Statements of Qualifications Evaluation of RFP 2015-177-JR for Electric Vehicle Charging Stations for the City's Parking Facilities, Parking Garages and Surface Lots (attached).

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of RFP 2015-177-JR for Electric Vehicle Charging Stations for the City's Parking Facilities, Parking Garages and Surface Lots (attached).

ATTACHMENTS

RFP 2015-177-JR for Electric Vehicle Charging Stations for the City's Parking Facilities, Parking Garages and Surface Lots (attached).

JLM/MT/AD

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REQUEST FOR PROPOSALS (RFP)

ELECTRIC VEHICLE CHARGING STATIONS FOR THE CITY'S PARKING FACILITIES, PARKING GARAGES AND SURFACE LOTS.

RFP No. 2015-177-JR

DRAFT 6/30/15 JVR

RFQ ISSUANCE DATE: JULY 10, 2015

REQUEST FOR PROPOSAL DUE: AUGUST 26, 2015

ISSUED BY:

MIAMIBEACH

Joe V. Rodriguez, CPPB, FCCM, Procurement Coordinator
PROCUREMENT DEPARTMENT
1700 Convention Center Drive, Miami Beach, FL 33139
305.673.7000 x 6263 | Fax: 786.394.5494| joerodriguez@miamibeachfl.gov
www.miamibeachfl.gov

TABLE OF CONTENTS

SOLICITATION SECTIONS:		PAGE
0100	NOT UTILIZED	N/A
0200	INSTRUCTIONS TO PROPOSERS & GENERAL CONDITIONS	3
0300	PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT	10
0400	PROPOSAL EVALUATION	12

APPENDICES:		PAGE
APPENDIX A	PROPOSAL CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS	14
APPENDIX B	"NO PROPOSAL" FORM	21
APPENDIX C	MINIMUM REQUIREMENTS & SPECIFICATIONS	23
APPENDIX D	SPECIAL CONDITIONS	28
APPENDIX E	COST PROPOSAL FORM	30
APPENDIX F	INSURANCE REQUIREMENTS	32

DRAFT 6/30/15 JVR

SECTION 0200 - INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes ***PublicPurchase*** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through ***PublicPurchase*** must register immediately with ***PublicPurchase*** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

The City of Miami Beach Parking Department ("Parking") is dedicated to providing environmentally friendly service programs, including hybrid vehicle parking incentives, bicycle sharing, and car sharing, and it intends to increase the number of electric vehicle charging stations at municipal parking facilities to implement a citywide program.

In the United States, San Francisco, Sacramento, Austin, Detroit, Los Angeles, New York, Orlando, Redmond, and Washington, D.C. have established self-service electric vehicle charging station programs in their facilities.

The City's goals and objectives are to promote a vision to make electric vehicles a part of daily life for Miami Beach residents and visitors. This program is to be accessible to the maximum number of people in the most cost-efficient manner to promote electric vehicle use and conversely decrease local motor vehicle use.

Self-service electric vehicle charging stations facilitate the use of electric vehicles (EVs) due to the limited range of current EVs and their need to recharge periodically. The availability of strategically placed charging stations throughout the City provides a greater convenience and further promotes the use EVs. Benefits to the City include improved air quality, quieter and more livable streets, and decreased dependency on fossil fuels.

The availability of strategically placed charging stations throughout the City provides a greater convenience and further promotes the use EVs. Benefits to the City include improved air quality, quieter and more livable streets, and decreased dependency on fossil fuels. It is anticipated that the program would also be integrated with other alternative modes of transportation, such as transit/park and ride and car-sharing programs. The various travel modes will also be coordinated with the City's various parking facilities.

Firms that provide electric vehicle charging stations should propose a business model that is advantageous to both users and the City. In return, the firm may: use municipal parking spaces to provide their services; assess a fee for the use of electric vehicle charging stations; and revenue share with the City.

It is anticipated that the program would also be integrated with other alternative modes of transportation, such as transit/park and ride and car-sharing programs. The various travel modes will also be coordinated with the City's various parking facilities.

DRAFT 3/15/15 JR

The contractor shall be responsible for obtaining and paying for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein related to the installation and proper functioning of the charging stations. Damages, penalties and or fines imposed on the City or the contractor for failure to obtain required licenses, permits or fines shall be borne by the contractor.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	July 10, 2015
Pre-Proposal Meeting	July 28, 2015 at 10:00 AM
Deadline for Receipt of Questions	August 12, 2015 at 5:00 PM
Responses Due	August 26, 2015 at 3:00 PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

Procurement Contact:	Telephone:	Email:
Joe V. Rodriguez, CPPB, FCCM	**305-673-7490, EXT 6263**	**joerodriguez@miamibeachfl.gov**

Additionally, the City Clerk is to be copied on all communications via e-mail at: Rafaelgranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Solicitation Timeline above at the following address:

City of Miami Beach
City Hall - 4th Floor
City Manager's Small Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: **1- 888-270-9936** (Toll-free North America)
(2) Enter the MEETING NUMBER: **4142489#**

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

7. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the **"Cone of Silence."** The Cone of Silence ordinance is available at http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the proposal due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a five (5) point preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

12. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

(1) The ability, capacity and skill of the Proposer to perform the contract.

(2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
(3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
(4) The quality of performance of previous contracts.
(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer(s) will take place to arrive at a mutually acceptable Agreement.

13. ACCEPTANCE OR REJECTION OF PROPOSALS. The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the Contract or reject all proposals within one-hundred twenty (120) calendar days after proposals opening date. A Proposer may not withdraw its proposals unilaterally before the expiration of one hundred and twenty (120) calendar days from the date of proposals opening.

14. PROPOSER'S RESPONSIBILITY. Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

15. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

16. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

17. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

18. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

19. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

20. PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any

design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

22. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

23. ANTI-DISCRIMINATION. The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

24. DEMONSTRATION OF COMPETENCY.

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.

B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.

C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.

D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.

F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

25. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to

any person, company or corporation, without the prior written consent of the City.

26. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

27. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

28. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

29. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

A. Any contract or agreement resulting from the award of this solicitation; then
B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
C. The solicitation; then
D. The Proposer's proposal in response to the solicitation.

30. INDEMNIFICATION. The contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

31. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

32. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and

exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

33. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

34. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

35. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

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DRAFT 6/30/2015

SECTION 0300 - PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix "A" fully completed and executed.

1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

TAB 2	Experience & Qualifications

2.1 Proposers Qualifications. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

2.3 Financial Capacity. Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3	Scope of Services Proposed

Submit detailed information addressing how Proposer will achieve each portion of the statement of work required and technical requirements outlined in Appendix C, Minimum Requirements and Specifications.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.

TAB 4	Approach and Methodology

Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: implementation plan, project timeline, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget.

TAB 5	Revenue Sharing Proposal

Submit a completed Revenue Sharing Proposal Form (Appendix E).

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

DRAFT 6/30/15

SECTION 0400 - PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may: review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria	Maximum Points
Proposers Qualifications	25
Scope of Services Proposed	25
Approach and Methodology	25
TOTAL AVAILABLE STEP 1 POINTS	

3. Step 2 Evaluations. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Revenue Sharing Proposal	25
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	

4. Revenue Proposal Evaluation. The revenue Proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Revenue				
Vendor	**Vendor Revenue Proposal**	**Example Maximum Allowable Points** (Points noted are for illustrative purposes only. Actual points are noted above.)	**Formula for Calculating Points (highest revenue / revenue of Proposal being evaluated X maximum allowable points = awarded points) Round to**	**Total Points Awarded**
Vendor A	$200.00	30	**$200 / $200 X 30 = 30**	30
Vendor B	$150.00	30	**$200 / $150 X 30 = 22.5**	22.5
Vendor C	$100.00	30	**$200 / $100 X 30 = 15**	15

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

DRAFT 6/10 FINAL

APPENDIX A

MIAMIBEACH

Proposal Certification, Questionnaire & Requirements Affidavit

RFP 2015-177-JR

ELECTRIC VEHICLE CHARGING STATIONS FOR THE CITY'S PARKING FACILITIES, PARKING GARAGES AND SURFACE LOTS

DRAFT 6/30/15 JVR

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:		No. of Employees:
No of Years in Business:	No of Years in Business Locally:	
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

DRAFT 6/30/15

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

[ ] YES [ ] NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **Litigation History.** Respondent shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last ten years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

SUBMITTAL REQUIREMENT: Prime Respondent shall submit history of litigation or regulatory action filed against respondent, or any respondent team member firm, in the past ten (10) years. If Respondent has no litigation history or regulatory action in the past 10 years, submit a statement accordingly.

4. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

5. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

[ ] YES [ ] NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

6. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

7. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

8. ~~**Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:~~

   - ~~Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be $11.28/hr with health benefits, and $12.92/hr without benefits.~~

   ~~The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).~~

   ~~Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.~~

   ~~**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.~~

9. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

   A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

   ☐ YES ☐ NO

   B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

   ☐ YES ☐ NO

   C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement.

10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

11. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DRAFT CITY JR

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)
County of _____)

On this ____day of _____, 20__, personally appeared before me _____ who stated that (s)he is the _____ of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

_____
Notary Public for the State of Florida
My Commission Expires: _____.

DRAFT

APPENDIX B

MIAMIBEACH

"No Bid" Form

RFP 2015-177-JR

ELECTRIC VEHICLE CHARGING STATIONS FOR THE CITY'S PARKING FACILITIES, PARKING GARAGES AND SURFACE LOTS

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

DRAFT 6/30/15 JR

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

___ Workload does not allow us to proposal

___Insufficient time to respond

___ Specifications unclear or too restrictive

___ Unable to meet specifications

___Unable to meet service requirements

___Unable to meet insurance requirements

___Do not offer this product/service

___OTHER. (Please specify)

_____

_____

_____

We do __ do not __ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature:_____

Title:_____

Legal Company Name:_____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
DEPT. OF PROCUREMENT MANAGEMENT
ATTN: **Joe V. Rodriguez, CPPB, FCCM**
PROPOSAL No. 2015-177-JR
1700 Convention Center Drive
MIAMI BEACH, FL 33139

DRAFT 7/30/15 JVR

APPENDIX C

MIAMIBEACH

Minimum Requirements & Specifications

RFP 2015-177-JR

ELECTRIC VEHICLE CHARGING STATIONS FOR THE CITY'S PARKING FACILITIES, PARKING GARAGES AND SURFACE LOTS

DRAFT 9/2015 JVR

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

C1. MINIMUM ELIGIBILITY CRITERIA

C1.1 The successful Proposer must have been in business at least three (3) years, providing self-service electric vehicle charging station services, must demonstrate a level of expertise, technical knowledge, innovation, and overall capacity to provide self-service electric vehicle charging station services during variable periods of demand, including any unforeseeable circumstances.

SUBMITTAL REQUIREMENT: For each client listed, provide proof of such service, proof shall include: client name, client representative, client representative email address and telephone number; contract number, dates of award and brief scope of work.

C2. STATEMENT OF WORK REQUIRED

The City is actively seeking proposals from qualified electric vehicle charging station distributors/operators/manufacturers to install, operate, and maintain Alternating Current (AC) Level 2 and/or Direct Current (DC) Fast Charge (high-current charging) electric vehicle charging stations for the City of Miami Beach Parking System, in accordance with the terms, conditions, and specifications contained in the RFP.

The City intends to enter into a contract for the installation, operation, and maintenance of self-service AC Level 2 and/or DC Fast Charge electric vehicle charging stations for public use in municipal parking facilities, including but not limited to parking garages and surface lots. The selected Proposer will be required to implement a program which should enable the public to utilize AC Level 2 and/or DC Fast Charge electric vehicle charging stations. Services would be provided on a 24-hour, 365-day-a-year (full time) basis with sufficient resources and personnel to successfully support and maintain the program.

The City wishes to preserve flexibility for itself in entering into an EV charging station program.

C3. SPECIFICATIONS

The successful Proposer must provide an electric vehicle charging station program which includes the following networking capabilities and benefits;

C3.1 Electric Vehicle charging station infrastructure for AC Level 2 and/or DC Fast Charge that is open to all drivers without requiring subscription.

C3.2 Provide AC Level 2 charging that transfers 240 volts (up to 19.2 Kw) of electricity from the electrical grid to vehicle batteries (recharging vehicles faster than AC Level 1) and/or DC fast charging that transfer a high voltage (typically 400-500 volts or 32-100Kw, depending on the electrical current) of direct current to vehicle batteries.

C3.3 A revenue stream to pay for electricity, capital equipment, operation and maintenance.

C3.4 Ability for drivers to find charging stations via web enabled cell phones.

C3.5 Notification by SMS, text or email when charging is complete.

C3.6 Authenticated access to eliminate energy theft.

C3.7 Authorized emergencies for safety where proposer should provide a detailed account of their system's safety measures; user instructions; user preventive safety measures; and user instructions in case of emergencies.

C3.8 Remote monitoring and diagnostic for superior quality of service.

C3.9 Smart Grid integration for utility load management with future Vehicle-to-Grid (V2G) capabilities when feasible.

C3.10 Green House Gas savings calculations per vehicle.

C3.11 Comply with Miami-Dade County/Miami Beach Building Codes and electrical codes.

C3.12 Comply with relevant regional or local standard for electrical connectors, such as SAE Surface Vehicle Recommended Practice J1772, SAE Electric Vehicle Conductive Charge Coupler.

C3.13 Have network or internet addressable and be capable of participating in a demand-response program or time-of-use pricing to encourage off-peak charging.

The equipment/components can be listed by Underwriters Laboratories (UL) or any Nationally Recognized Testing Laboratory (NRTL) that meets the requirements of OSHA in 29CFR 1910.7 for the use of "Electric Vehicle Charging Stations".

The firm shall propose business model(s) that are advantageous to the end users as well as the City and promote the use of electric vehicles.

The City wishes to preserve flexibility for itself in entering into an EV Charging Station Program. Accordingly, we will adhere to the following sequence;

C4. LOCATIONS OF CITY PARKING FACILITIES

The City's parking facilities are located at;

C4.1 7th Street & Collins Avenue (24 hours)

C4.2 17th Street Garage (24 hours)

C4.3 13th Street Garage (24 hours)

C4.4 42nd Street Garage (12 hours)

C4.5 12th Street & Drexel Garage (24 hours)

C4.6 City Hall Garage, 1755 Meridian Avenue (24 hours)

C4.7 Pennsylvania Avenue Garage (24 hours)

C4.8 Anchor Garage, 16th Street & Collins Avenue (24 hours)

C4.9 Municipal Parking Lot No. P-92, Collins Avenue & 72nd Street

C4.10 Other municipal surface parking lots as may be identified.

C5. INSTALLATION

C5.1 Proposer to provide full details on installation procedures and any applicable structure requirements.

C5.2 Power: Proposer to provide details on the access to power to be provided by the City.

C6. PREVENTIVE MAINTENANCE

All Electric Vehicle Charging Stations network shall be maintained on a quarterly basis. Contractor shall schedule a service visit within two (2) weeks after notification of contract award to ensure electric vehicle charging stations are in proper working condition. Proposer shall provide the City of Miami Beach a preventive maintenance schedule.

Preventive maintenance is defined as repairs, parts, supplies, and labor required to bring charging stations to operational specifications, and includes the following, but not limited to:

C5.1 Conduct quarterly site visits. Preventive maintenance shall include inspection, testing using an emulator device, cleaning, checking connector's wires and holster, and overall functionality of the stations.

C5.2 Record and document damaged charging stations using digital photography.

C5.3 Have trained technicians working on the charging stations at all times.

C5.4 All non-working charging stations shall have visible signage identifying the station(s) as being "temporarily out of service" and decommission non-working stations until repairs are completed.

C5.5 Decommission non-working charging stations until they are repaired. If charging stations are removed from site, all exposed wires shall be covered by junction box.

C7. CUSTOMER SERVICE SUPPORT

C6.1 Contractor shall provide customer service support (telephone, web interface or e-mail) during normal business hours (8:00 AM – 5:00 PM Eastern Standard Time) to City authorized representatives.

C6.2 Charging Stations shall have visible signage identifying their customer services support (telephone, web interface or e-mail) and hours of operation.

C8. COMMUNICATION AND REPORTING

Contractor shall provide the Contract Manager;

C7.1 An annual Preventive Maintenance schedule at the beginning of each contract year.

C7.2 Weekly updates on all Standard and Emergency services that are in process and completed. Reports are due on Monday before noon and shall include;

a. Station location and address
b. Service date
c. Station status
d. Resolution
e. Date of schedule repair
f. Date of completion

DRAFT 6-30-15 JR

C7.3 Quarterly reports on maintenance and repairs. Reports are due on the 3rd. day of every quarter and shall include;

a. Station location and address
b. Service date
c. Test routines
d. Station status
e. Resolution
f. Date of repair

C9. Contract Terms: Proposer to provide a sample contract.

DRAFT 6/30/15 JVR

APPENDIX D

MIAMIBEACH

Special Conditions

INTENTIONALLY OMITTED

RFP 2015-177-JR

ELECTRIC VEHICLE CHARGING STATIONS FOR THE CITY'S PARKING FACILITIES, PARKING GARAGES AND SURFACE LOTS

DRAFT 6/3/15 JR

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

APPENDIX E

MIAMIBEACH

Revenue Sharing Proposal Form

RFP 2015-177-JR

ELECTRIC VEHICLE CHARGING STATIONS FOR THE CITY'S PARKING FACILITIES, PARKING GARAGES AND SURFACE LOTS

DRAFT 03/15 JVR

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

APPENDIX E

REVENUE SHARING PROPOSAL FORM

Failure to submit Revenue Sharing Proposal Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Proposer affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Proposal Tender Form shall be completed mechanically or, if manually, in ink. **Sharing Revenue Proposal Form completed in pencil shall be deemed non-responsive.** All corrections on the Proposal Tender Form shall be initialed.

MINIMUM PERCENT GUARANTEED ANNUAL SHARED REVENUE TO BE PAID TO THE CITY FOR CONCESSION RIGHTS	
Write Annual Revenue Percent	Annual Revenue Percentage
_____ Percent.	_____%
During negotiations the City reserves the right to negotiate all elements of the revenue sharing proposal.	

Proposer's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

DRAFT 6/30/15

APPENDIX F

Insurance Requirements

RFP 2015-177-JR

ELECTRIC VEHICLE CHARGING STATIONS FOR THE CITY'S PARKING FACILITIES, PARKING GARAGES AND SURFACE LOTS

DRAFT 09/15/15

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

INSURANCE REQUIREMENTS

The provider shall furnish to Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance as required by Florida, with Statutory limits and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence, and $2,000,000 general aggregate

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence, for bodily injury and property damage.

D. Umbrella Liability with limits no less than $5,000,000. The umbrella coverage must be as broad as the primary General Liability coverage.

Additional Insured Status
The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor.

Waiver of Subrogation
Contractor hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of the Contractor may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A:VII,** unless otherwise acceptable to the City of Miami Beach Risk Management Office.

Verification of Coverage
Contractor shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Miami Beach reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances
The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder
CITY OF MIAMI BEACH
c/o PROCUREMENT DEPARTMENT
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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Condensed Title:

REQUEST FOR APPROVAL TO REJECT ALL BIDS RECEIVED PURSUANT TO INVITATION TO BID (ITB) No. 2015-012-AK, PRINTING AND BULK MAILING SERVICES

Key Intended Outcome Supported:

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

Several City departments require a contract for the printing and bulk mailing services, on an "as needed" basis, for items such as the Miami Beach magazine, Parks and Recreation magazine, Public Hearing Notifications, etc.

With this goal in mind, Invitation to Bid (ITB) 2015-012-AK was issued on February 4, 2015. Notices were sent to approximately 147 firms, as well as the bid was advertised in other bid notification systems commonly used by the industry (e.g., Demandstar by Onvia). Additionally, the ITB was advertised in the Daily Business Review. Despite these efforts, only two bids were received from: Arrowmail Presort Co. Inc., and A & B Bulk Mailers, Inc. The bid from A & B Bulk Mailers was an incomplete bid that did not offer pricing on all items.

As a result, the Administration recommends that the bids received be rejected because of the lack of competition. In doing so, the cone of silence currently in place will terminate and staff may proceed with an industry review of the City's printing and bulk mailing requirements to assure that no barriers to competition exist in the ITB specifications. Departments may continue to procure these services from an existing Miami-Dade County contract that may be utilized by local municipalities.

RECOMMENDATION

After considering and reviewing staff's recommendation, the City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the rejection of all bids received, pursuant to Invitation to Bid (ITB) No. 2015-012, for Printing and Bulk Mailing Services.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	City Wide	

Financial Impact Summary: The annual cost associated with the acquisition of printing and bulk mailing services is subject to funds availability approved through the City's budgeting process.

City Clerk's Office Legislative Tracking:

Alex Denis, Director Ext # 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD NR	MT	JLM

MIAMIBEACH

AGENDA ITEM C2C
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **REQUEST FOR APPROVAL TO REJECT ALL BIDS RECEIVED PURSUANT TO INVITATION TO BID (ITB) No. 2015-012-AK, PRINTING AND BULK MAILING SERVICES.**

BACKGROUND

Several City departments require a contract for the printing and bulk mailing services, on an "as needed" basis, for items such as the Miami Beach magazine, Parks and Recreation magazine, Public Hearing Notifications, etc.

ITB PROCESS

With this goal in mind, Invitation to Bid (ITB) 2015-012-AK was issued on February 4, 2015. Notices were sent to approximately 147 firms, as well as the bid was advertised in other bid notification systems commonly used by the industry (e.g., Demandstar by Onvia). Additionally, the ITB was advertised in the Daily Business Review. Despite these efforts, only two bids were received from: Arrowmail Presort Co. Inc., and A & B Bulk Mailers, Inc. The bid from A & B Bulk Mailers was an incomplete bid that did not offer pricing on all items.

As a result, the Administration recommends that the bids received be rejected because of the lack of competition. In doing so, the cone of silence currently in place will terminate and staff may proceed with an industry review of the City's printing and bulk mailing requirements to assure that no barriers to competition exist in the ITB specifications. Departments may continue to procure these services from an existing Miami-Dade County contract that may be utilized by local municipalities.

CITY MANAGER'S DUE DILIGENCE & RECOMMENDATION

After considering and reviewing staff's recommendation, the City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the rejection of all bids received, pursuant to Invitation to Bid (ITB) No. 2015-012, for Printing and Bulk Mailing Services.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida approve the rejection of all bids received pursuant to Invitation to Bid (ITB) No. 2015-012, for Printing and Bulk Mailing Services.

JLM / MT / AD

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Condensed Title:

Request For Approval To Issue A Request For Proposals (RFP) For Health Care Benefits Consultant Services.

Key Intended Outcome Supported:

Ensure expenditure trends are sustainable over the long term

Supporting Data (Surveys, Environmental Scan, etc.):

N/A

Item Summary/Recommendation:

The City of Miami Beach is requesting proposals from qualified vendors to assist the City with administering its employee self-funded medical and dental health care coverage plans.

The consultant assists the Administration in determining the design of the benefits program and their work includes, but is not limited to: actuarial support and analysis of the self-funded medical and dental health care coverage plans, negotiations with carriers to obtain the best prices and terms and conditions available, support and guidance in the implementation and impact of the Patient Protection and Affordability Act and interpretation and application of any other benefit related regulations, actuarial analyses and reporting as required for the Government Accounting Standard Board (GASB) 45 filing, and review and approval of the carriers' summary plan descriptions.

RECOMMENDATION

To seek proposals from interested parties, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the issuance of RFP 2015-195-LR for Health Care Benefits Consultant Services.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	N/A	N/A	N/A
	2			
	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Sylvia Crespo-Tabak

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD ___ SCT SCT	MT ___ KGB ___	JLM ___

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR HEALTH CARE BENEFITS CONSULTANT SERVICES.**

ADMINISTRATION RECOMMENDATION
Authorize the issuance of the RFP.

BACKGROUND
The City of Miami Beach is requesting proposals from qualified vendors to assist the City with administering its employee self-funded medical and dental health care coverage plans.

Health care benefits consulting services are essential to the Administration's ability to determine the design of the benefits program. The consultant's work includes, but is not limited to: actuarial support and analysis of the self-funded medical and dental health care coverage plans, negotiations with carriers to obtain the best prices and terms and conditions available, support and guidance in the implementation and impact of the Patient Protection and Affordability Act and interpretation and application of any other benefit related regulations, actuarial analyses and reporting as required for the Government Accounting Standard Board (GASB) 45 filing, and review and approval of the carriers' summary plan descriptions.

- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, RFP 2015-195-LR for Health Care Benefits Consultant Services (attached).
- **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, RFP 2015-195-LR for Health Care Benefits Consultant Services (attached).
- **CRITERIA FOR EVALUATION.** Please Reference Section 0400, RFP 2015-195-LR for Health Care Benefits Consultant Services attached).

CONCLUSION
The Administration recommends that the Mayor and Commission authorize the issuance of the RFP for Health Care Benefits Consultant Services.

ATTACHMENTS
Attachment A: RFP 2015-195-LR for Health Care Benefits Consultant Services.

JLM / MT / KGB / AD / SCT

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REQUEST FOR PROPOSALS (RFP)

HEALTH CARE BENEFITS CONSULTANT SERVICES

2015-195-LR

RFP ISSUANCE DATE: JULY 9, 2015

PROPOSALS DUE: AUGUST 25, 2015 @ 3:00 PM

ISSUED BY: LOURDES RODRIGUEZ

MIAMIBEACH

Lourdes Rodriguez
PROCUREMENT DEPARTMENT
1700 Convention Center Drive, Miami Beach, FL 33139
305.673.7000 x 6652 | Fax: 786.394-4075 | www.miamibeachfl.gov

TABLE OF CONTENTS

SOLICITATION SECTIONS: **PAGE**

0100 NOT UTILIZED ..... N/A

0200 INSTRUCTIONS TO PROPOSERS & GENERAL CONDITIONS 3

0300 PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT 10

0400 PROPOSAL EVALUATION 12

APPENDICES:

APPENDIX A PROPOSAL CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS

APPENDIX B "NO PROPOSAL" FORM

APPENDIX C MINIMUM REQUIREMENTS & SPECIFICATIONS

APPENDIX D COST PROPOSAL FORM

APPENDIX E INSURANCE REQUIREMENTS

SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and revenue sharing proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes ***PublicPurchase*** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through ***PublicPurchase*** must register immediately with ***PublicPurchase*** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.
The City of Miami Beach is requesting proposals from qualified firms to assist the City with administering its employee self-funded medical and dental health care coverage plans.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	July 9, 2015
Pre-Proposal Meeting	July 20, 2015 at 10 a.m.
Deadline for Receipt of Questions	August 14, 2015 by 5 p.m.
Responses Due	August 24, 2015 @ 3 p.m.
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:	Telephone:	Email:
Lourdes Rodriguez	305-673-7000 x 6652	lourdesrodriguez@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Solicitation Timeline above at the following address:

City of Miami Beach
City Hall - 4th Floor
City Manager's Small Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
(2) Enter the MEETING NUMBER: 5804578

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

7. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the **"Cone of Silence."** The Cone of Silence ordinance is available at http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410

- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the proposal due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a five (5) point preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

12. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

(1) The ability, capacity and skill of the Proposer to perform the contract.

(2) Whether the Proposer can perform the contract within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer(s) will take place to arrive at a mutually acceptable Agreement.

13. ACCEPTANCE OR REJECTION OF PROPOSALS. The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the Contract or reject all proposals within one-hundred twenty (120) calendar days after proposals opening date. A Proposer may not withdraw its proposals unilaterally before the expiration of one hundred and twenty (120) calendar days from the date of proposals opening.

14. PROPOSER'S RESPONSIBILITY. Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

15. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

16. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

17. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

18. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

19. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

20. PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

22. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

23. ANTI-DISCRIMINATION. The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

24. DEMONSTRATION OF COMPETENCY.

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.

B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.

C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.

D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.

F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

25. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

26. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

27. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

28. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

29. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

A. Any contract or agreement resulting from the award of this solicitation; then

B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then

C. The solicitation; then

D. The Proposer 's proposal in response to the solicitation.

30. INDEMNIFICATION. The contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

31. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

32. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

33. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

34. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

35. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.

1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

TAB 2	Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. Submit at least three (3) projects within the last five (5) years where the Proposer has performed services similar to the scope of this RFP for a public sector agency. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

2.3 Financial Capacity. Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process,

contact Dun & Bradstreet at 800-424-2495.
TAB 3 Scope of Services Proposed
Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Minimum Requirements and Specifications. Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.

TAB 4	**Approach and Methodology**
Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: review and evaluate existing City benefit related agreements to provide recommendations; assist in preparation of City's request for proposals for its medical, dental, life, disability and voluntary benefit plans; provide plan design and contribution design modeling; manage negotiations of premium rates, etc.	

TAB 5	**Revenue Proposal**
Submit a completed Revenue Proposal Form (Appendix E).	

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400 PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may:

- review and score all proposals received, with or without conducting interview sessions; or
- review all proposals received and short-list one or more Proposers to be further considered during subsequent interview session(s) (using the same criteria).

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications, including Financial Capability	45
Scope of Services Proposed	15
Approach and Methodology	20
TOTAL AVAILABLE STEP 1 POINTS	80

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Cost Proposal	20
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	25

4. Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Allocation of Cost Proposal Points				
Vendor	**Proposed Cost**	**Example Maximum Allowable Points** (Points noted are for illustrative purposes only. Actual points are noted above.)	**Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to**	**Total Points Awarded**
Vendor A	$100.00	20	**$100 / $100 X 20 = 20**	20
Vendor B	$150.00	20	**$100 / $150 X 20 = 13**	13
Vendor C	$200.00	20	**$100 / $200 X 20 = 10**	10

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Procurement Department. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A

MIAMIBEACH

Proposal Certification, Questionnaire & Requirements Affidavit

RFP 2015-195-LR
Health Care Benefits Consultant Services

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:		
No of Years in Business:	No of Years in Business Locally:	No. of Employees:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

   [ ] YES [ ] NO

   SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

   SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

   SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

   [ ] YES [ ] NO

   SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

   SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

   SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

7. ~~**Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:~~

- ~~Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be $11.28/hr with health benefits, and $12.92/hr without benefits.~~

~~The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).~~

~~Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.~~

~~**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.~~

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ YES ☐ NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

☐ YES ☐ NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of _____)
)
County of _____)

On this ____day of _____, 20__, personally appeared before me _____ who stated that (s)he is the _____ of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

_____
Notary Public for the State of Florida
My Commission Expires: _____.

APPENDIX B

MIAMIBEACH

"No Bid" Form

RFP 2015-195-LR
Health Care Benefits Consultant Services

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

___ Workload does not allow us to proposal

___Insufficient time to respond

___ Specifications unclear or too restrictive

___ Unable to meet specifications

___Unable to meet service requirements

___Unable to meet insurance requirements

___Do not offer this product/service

___OTHER. (Please specify)

_____

_____

_____

We do __ do not __ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature:_____

Title:_____

Legal Company Name:_____

Note: Failure to respond, either by submitting a proposal <u>or</u> this completed form, may result in your company being removed from our vendors list.

<u>PLEASE RETURN TO:</u>
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: Lourdes Rodriguez
PROPOSAL #2015-195-LR
1700 Convention Center Drive, 3rd Floor
MIAMI BEACH, FL 33139

APPENDIX C

MIAMIBEACH

Minimum Requirements & Specifications

RFP 2015-195-LR
Health Care Benefits Consultant Services

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

C1. Minimum Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

1. Proposers must be licensed in the State of Florida as a Type 21, Class 05 Agency (Resident) or Type 91, Class 05 Agency (Non-Resident).

   Submittal Requirements:
   Provide a copy of Proposer's current license.

2. Have on staff an actuary with experience in employee benefits and in particular self-funded plans.

   Submittal Requirements:
   Resume of staff member who will be assigned to the City with actuary experience.

3. Proposer to have provided services similar to those defined herein to three (3) public sector clients within the last five (5) years.

   Submittal Requirements:
   Provide a list of public sector clients to include contact name, title, agency, telephone number, email address, and contract dates.

C2. Statement of Work Required. It is a requirement of any resulting agreement that the following services be provided as part of the Consultant's fee:

1. Review and evaluate existing City benefit related agreements, including but not limited to administrative service agreements with insurance carriers, new case documents and service agreements to provide recommendations for possible improvement in price, terms and conditions.
2. Assist in preparation of the City's Request for Proposal process for its self-insured medical, dental, life and voluntary coverage benefit plans which include, but may not be limited to, short and long-term disability coverage, critical illness coverage, accident care, dependent life and supplemental care coverage.
3. Manage negotiations of reimbursement rates.
4. Evaluate stop loss coverage and make related recommendations to ensure the City's self-insurance benefits are protected from catastrophic losses.
5. Provide all actuarial services, by a professional actuary who is either a staff member or sub-contractor of the successful proposer, as required by the City in relation to health and benefit plans to provide information to decision-makers and reduce risks.
6. Suggest and/or develop additional medical plans, providing employee choice in delivery of healthcare and help reduce premium costs to all parties.
7. Provide unlimited actuarial services to analyze all benefit programs including plan design, claims, utilization trends, and contribution rates for the self-insured plans

prior to open enrollment, by June 1 of each year.

8. Work with City's Human Resources Department and medical and dental health care coverage providers to develop an in depth analysis of current self-funded programs.
9. Provide guidance on Transitional Reinsurance program and calculate Transitional Reinsurance Fee.
10. Assist with all compliance issues including the Patient Protection and Affordable Care Act, Health Insurance Portability and Accountability Act (HIPAA), Medicare Part D, Consolidated Omnibus Budget Reconciliation Act (COBRA) and Governmental Accounting Standards Board (GASB) and any legislation that has an impact on employee benefits.
11. Provide guidance on Medicare Part D Retiree Drug Subsidy and submit actuarial attestation.
12. Prepare full bi-annual Governmental Accounting Standards Board (GASB) 45 evaluation and reporting.
13. Provide the City with guidance on its Obligations for Postemployment Benefits other than pensions (OPEB) Trust.
14. Prepare an annual report of the City's OPEB liability as of September 30 each year by October 15 of the same year.
15. Conduct the City's Healthcare Reform Forecasting Analysis.
16. Review vendor summary plan descriptions for accuracy in benefits provided and ensure compliance with all governmental regulations.
17. Prepare reports informing the City Administration of benefit market conditions (Market Analysis) that may affect the City's policies and risk exposures prior to policy renewals.
18. Conduct quarterly meetings with the City's Human Resources, Finance and Budget staff to provide claims experience, plan costs and projections of claims and revenues.
19. Provide annual recommendations for changes in plan premiums, plan design, and plan employer subsidy for the upcoming fiscal year by June 1 of each year.
20. Review agreements and policies purchased by the City to assure their accuracy and appropriateness.
21. Provide assistance in resolving complex claims issues.
22. Provide other services that may be necessary in the future.

APPENDIX D

MIAMIBEACH

Special Conditions

RFP 2015-195-LR
Health Care Benefits Consultant Services

Procurement Department
1700 Convention Center Drive
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The contract shall commence upon the date of notice of award and shall be effective for a period of two (2) years.

2. **OPTIONS TO RENEW.** The City, through its City Manager, will have the option to extend for three (3) additional one (1) years periods.

3. **ADDITIONAL SERVICES.** If during the contractual period additional services are needed, the selected Contractor may, at the option of the City of Miami Beach, be engaged to perform these services. The selected contractor shall upon receipt of the written request from the City's Human Resources Director or designee, provide a proposal for such services and the City reserves the option to issue a purchase order for the specified work as approved by both parties.

APPENDIX E

MIAMIBEACH

Cost Proposal Form

RFP 2015-195-LR
Health Care Benefits Consultant Services

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

APPENDIX E
COST PROPOSAL FORM

Failure to Revenue Proposal Form, in its entirety and fully executed, by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Proposer affirms that the Proposed Cost Proposal Rate stated on the Cost Proposal Form are inclusive of all costs borne by the Proposer relating to the scope of the project; and Proposer affirms that no claim will be made on account of any increase in research costs, wages, material prices, delivery delays, taxes, insurance, cost indexes or on any other account.

The Cost Proposal Form shall be completed mechanically or, if manually, in ink. Cost Proposal Form **completed in pencil shall be deemed non-responsive.** All corrections on the Cost Proposal Form shall be initialed.

	Description	Proposed % of Premium Rate to the City	Premium (for calculation purposes only)	Annual Cost
1.	% of Premium	_____ %	$100,000	$_____
			Total Cost of Services per year	$_____

Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

***The total cost of annual services shall be the basis for calculated cost points pursuant to Section 0400, 4. Cost Proposal Evaluation.**

APPENDIX F

Insurance Requirements

RFP 2015-195-LR
Health Care Benefits Consultant Services

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

MIAMIBEACH

INSURANCE REQUIREMENTS

The vendor shall furnish to the Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis, to include Contractual Liability, and Products/Completed Operations, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be included as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

A waiver of subrogation in favor of the City must be provided for the insurance required above. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B+" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3rd FLOOR
MIAMI BEACH, FL 33139

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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Condensed Title:

Request For Approval To Issue A Request For Qualifications (RFQ) No. 2015-206-KB For Roofing Consultant Services.

Key Intended Outcome Supported:

Ensure expenditure trends are sustainable over the long term

Supporting Data (Surveys, Environmental Scan, etc.):

N/A

Item Summary/Recommendation:

Roofing consulting services are essential to the Administration's ability to establish a roof system evaluation program, capital planning and preventative maintenance services. The Administration desires to seek proposals from qualified vendors to assist Property Management staff in evaluating the condition of roofs at various municipal facilities, as well as assist in the development of competitive specifications, bid review, project management and warranty tracking of major roof repairs or replacement projects.

RECOMMENDATION

To seek proposals from interested parties, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the issuance of RFQ No. 2015-206-KB for Roofing Consultant Services.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

	Amount	Account	Approved
1	N/A	N/A	N/A
2			
Total			

Financial Impact Summary: The annual cost associated with the acquisition of Roofing Consultant Services is subject to funds availability approved through the City's budgeting process.

City Clerk's Office Legislative Tracking:

Alex Denis, Eric Carpenter

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD EC	MT	JLM

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8th, 2015

SUBJECT: **REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-206-KB FOR ROOFING CONSULTANT SERVICES**

ADMINISTRATION RECOMMENDATION
Authorize the issuance of the RFQ.

BACKGROUND
Roofing consulting services are essential to the Administration's ability to establish a roof system evaluation program, capital planning and preventative maintenance services. The Administration desires to seek proposals from qualified vendors to assist Property Management staff in evaluating the condition of roofs at various municipal facilities, as well as assist in the development of competitive specifications, bid review, project management and warranty tracking of major roof repairs or replacement projects.

- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, RFQ 2015-206-KB for Roofing Consultant Services (attached).
- **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, RFQ 2015-206-KB for Roofing Consultant Services (attached).
- **CRITERIA FOR EVALUATION.** Please Reference Section 0400, RFQ 2015-206-KB for Roofing Consultant Services attached).

CONCLUSION
The Administration recommends that the Mayor and Commission authorize the issuance of the RFQ for Roofing Consultant Services.

ATTACHMENTS
Attachment A: RFQ 2015-206-KB for Roofing Consultant Services.

JLM / MT / AD / EC
T:\AGENDA\2015\July\PROCUREMENT\RFQ 2015-206-KB Roofing Consultant - ISSUANCE MEMO.doc

REQUEST FOR QUALIFICATIONS (RFQ)

Roofing Consultant Services

RFQ 2015-206-KB

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RFQ ISSUANCE DATE: JULY 10TH, 2015

STATEMENTS OF QUALIFICATIONS DUE: AUGUST 25TH, 2015

ISSUED BY: KRISTY BADA

MIAMIBEACH

Alex Denis, *Director*
DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive, Miami Beach, FL 33139
305.673.7490| adenis@miamibeachfl.gov
www.miamibeachfl.gov

TABLE OF CONTENTS

SOLICITATION SECTIONS:		PAGE
0100	NOT UTILIZED	N/A
0200	INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS	3
0300	SUBMITTAL INSTRUCTIONS & FORMAT	10
0400	EVALUATION PROCESS	12

APPENDICES:		PAGE
APPENDIX A	RESPONSE CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS	15
APPENDIX B	"NO BID" FORM	22
APPENDIX C	MINIMUM REQUIREMENTS & SPECIFICATIONS	24
APPENDIX D	SPECIAL CONDITIONS	27
APPENDIX E	INSURANCE REQUIREMENTS	29
APPENDIX F	SAMPLE CONTRACT	31

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SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposer to submit their qualifications, proposed scopes of work and cost Statement of Qualifications (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposer and, subsequently, the successful proposer(s) (the "contractor[s]") if this RFQ results in an award.

The City utilizes ***PublicPurchase*** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any prospective proposer who has received this RFQ by any means other than through ***PublicPurchase*** must register immediately with ***PublicPurchase*** to assure it receives any addendum issued to this RFQ. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.
The City of Miami Beach is soliciting "Statements of Qualifications" that the City may utilize to select a qualified consultant service firm to assist Property Management staff in evaluating the condition of roofs at various municipal facilities and to design and administer project management services during any approved repair /or replacement program.

Scope of services may include, but are not limited to the following:

1. Inspection, Evaluation, Design and Project Management
2. Roof Repair and/or Replacement Project Management
3. Roof System Evaluation, Capital Planning, and Maintenance Services

For the purposes of this RFQ, the selection process will be based on qualifications. Additionally, the terms "FIRM", "PROPOSER", "CONSULTANT" are used interchangeably and shall refer to the firm that will contract with the City for the performance consultant services and work for the project. No proposal for specifics to design is being requested, nor will be considered, at this time. By means of this RFQ, the City desires to establish term contract with a qualified consultant, with the required expertise and personnel, in order to facilitate the assignment of these services. After City Commission award approval, the City will negotiate and establish contract with the successful proposer(s) for a term of three (3) years, with options to renew for two (2) additional one (1) year periods.

Proposer and sub-consultants contracted to provide roofing consultant services for a particular project are precluded from bidding/responding to the competitive solicitation for the design and/or construction of the project. Response shall be made without collusion with any other person(s), firm(s) and parties.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

Solicitation Issued	July 10th, 2015
Pre-Submittal Meeting	July 17th, 2015 at 10:00 AM
Deadline for Receipt of Questions	August 18th, 2015 at 5:00 PM
Responses Due	August 25th, 2015 at 3:00 PM
Evaluation Committee Review	TBD

Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact named herein, in writing, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: RafaelGranado@miamibeachfl.gov or facsimile: 786-394-4188. The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date Statement of Qualifications are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

Procurement Contact:	Telephone:	Email:
Kristy Bada	305-673-7000 ext. 6218	kristybada@miamibeachfl.gov

5. PRE-STATEMENTS OF QUALIFICATIONS MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Solicitation Timeline above at the following address:

City of Miami Beach
City Hall - 4th Floor
City Manager's Small Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
(2) Enter the MEETING NUMBER: 4142489

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

6. PRE-STATEMENTS OF QUALIFICATIONS INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

7. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the **"Cone of Silence."** The Cone of Silence ordinance is available at:

http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida

Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff

responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website:

http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF QUALIFICATIONS. The City reserves the right to postpone the deadline for submittal of Statement of Qualifications and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the proposal due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a five (5) point preference to a responsive and responsible proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

12. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Statement of Qualifications, will be considered by the City Manager who may recommend to the City Commission the proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all Statement of Qualifications. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

(1) The ability, capacity and skill of the proposer to perform the contract.

(2) Whether the proposer can perform the contract within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the proposer with laws and ordinances relating to the

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contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposer (s) which it deems to be in the best interest of the City, or it may also reject all Statement of Qualifications. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer (s) will take place to arrive at a mutually acceptable Agreement, including cost of services.

13. ACCEPTANCE OR REJECTION OF RESPONSES. The City reserves the right to reject any or all Statement of Qualifications prior to award. Reasonable efforts will be made to either award the Contract or reject all Statement of Qualifications within one-hundred twenty (120) calendar days after Statement of Qualifications opening date. A proposer may not withdraw its Statement of Qualifications unilaterally before the expiration of one hundred and twenty (120) calendar days from the date of Statement of Qualifications opening.

14. PROPOSER'S RESPONSIBILITY. Before submitting a Statement of Qualifications, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

15. COSTS INCURRED BY RESPONDENTS. All expenses involved with the preparation and submission of Statement of Qualifications, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer , and shall not be reimbursed by the City.

16. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposals hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

17. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

18. MISTAKES. Proposals are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFQ. Failure to do so will be at the Proposer's risk and may result in the Statement of Qualifications being non-responsive.

19. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

20. PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of this contract.

Where consultant is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the consultant will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The consultant shall be liable for any damages or loss to the City occasioned by negligence of the proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

22. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

23. ANTI-DISCRIMINATION. The proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

24. DEMONSTRATION OF COMPETENCY.

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.

B. Statement of Qualifications will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.

C. Proposals must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.

D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a proposer, including past performance (experience), in making an award that is in the best interest of the City.

F. The City may require proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

25. ASSIGNMENT. The successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

26. LAWS, PERMITS AND REGULATIONS. The proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

27. OPTIONAL CONTRACT USAGE. When the successful proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

28. VOLUME OF WORK TO BE RECEIVED BY CONSULTANT. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the consultant. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

29. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- **A.** Any contract or agreement resulting from the award of this solicitation; then
- **B.** Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- **C.** The solicitation; then
- **D.** The proposer's proposal in response to the solicitation.

30. INDEMNIFICATION. The consultant shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the consultant or its employees, agents, servants, partners, principals or subcontractors. The consultant shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

31. CONTRACT EXTENSION. The City reserves the right to require the Consultant to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the consultant.

32. FLORIDA PUBLIC RECORDS LAW. Proposals are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Consultant agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

33. MODIFICATION/WITHDRAWALS OF QUALIFICATIONS. A Proposer may submit a modified Statement of Qualifications to replace all or any portion of a previously submitted Statement of Qualifications up until the Statement of Qualifications due date and time. Modifications received after the Statement of Qualifications due date and time will not be considered. Statement of Qualifications shall be irrevocable until contract award unless withdrawn in writing prior to the Statement of Qualifications due date, or after expiration of **120** calendar days from the opening of Statement of Qualifications without a contract award. Letters of withdrawal received after the Statement of Qualifications due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

34. EXCEPTIONS TO RFQ. Proposals must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Statement of Qualifications. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which Proposer took exception to (as said term and/or condition was originally set forth on the RFQ).

35. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposals shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Statement of Qualifications. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

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SECTION 0300 SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Statement of Qualifications (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, proposer name, proposer return address. Statement of Qualifications received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Statements of Qualifications are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of Statement of Qualifications will be considered late and not be accepted or will be returned to proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. STATEMENTS OF QUALIFICATIONS FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of Statement of Qualifications, it is strongly recommended that Statement of Qualifications be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Statement of Qualifications that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Response Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.

1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

TAB 2	Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history, relevant experience and proven track record of providing the scope of services as identified in this solicitation to public sector clients (i.e. municipal governments, agencies or levels of government). Proposer must submit relevant projects, performed in the last five (5) years as evidence of experience; the following is required for each project: project name and description, assigned tasks and responsibilities, agency (client) name, agency (client) contact, contact telephone and email, month and year services were started and completed, term of engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel, support personnel and sub-consultants to be used, if awarded, and the role that each team member will play in providing the services detailed herein. A resume of each individual, including education, experience, applicable licenses, and any other pertinent information, shall be included for each respondent team member on the organizational chart who is assigned a role on this contract.

Proposer shall also provide a list of a minimum of five (5) projects, performed in the last five (5) years, which demonstrates the teams' experience in providing roofing consultant services.

2.3 Qualifications of Project Manager. Provide a comprehensive summary that elaborates on the experience and qualifications of the individual who will be selected to serve as the firm's project manager for this contract. (recommended 1 to 2 pages)

2.5 Financial Capacity. When required by the City each proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

Proposals are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3	Approach and Methodology
Submit detailed information on the approach and methodology of how the proposer plans to accomplish the scope of services outlined in the RFQ.	

Note: After proposal submittal, the City reserves the right to require additional information from Proposer (or proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

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SECTION 0400 STATEMENTS OF QUALIFICATIONS EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the requirements set forth in the solicitation. If further information is desired, Proposals may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of Statement of Qualifications will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the Statement of Qualifications only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

2. Step 1 Evaluation. Proposals will be categorized into the discipline areas noted in section 0200-2 (Groups A & B) prior to evaluation by the committee in order that proposals may be evaluated by category against other proposers in that category. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may:

- Review and score all Statement of Qualifications received, with or without conducting interview sessions; or
- Review all Statement of Qualifications received and short-list one or more Proposer to be further considered during subsequent interview session(s) (using the same criteria).

Step 1 - Qualitative Criteria	Maximum Points
Experience and Qualifications	70
Approach and Methodology	30
TOTAL AVAILABLE STEP 1 POINTS	100

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposer may receive additional quantitative criteria points to be added by the Department of Procurement to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	5

4. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	10	5	5
	Total	92	81	85
	Rank	1	3	2
Committee Member 2	Step 1 Points	85	85	72
	Step 2 Points	10	5	5
	Total	95	90	77
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	10	5	5
	Total	90	79	71
	Rank	1	2	3
Low Aggregate Score		**3**	**7**	**8**
Final Ranking*		**1**	**2**	**3**

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

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APPENDIX A

MIAMIBEACH

Response Certification, Questionnaire & Requirements Affidavit

RFQ No. 2015-206-KB
Roofing Consultant Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

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STATEMENTS OF QUALIFICATIONS CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Response Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposals of certain solicitation and contractual requirements, and to collect necessary information from Proposals in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Statement of Qualifications Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	No. of Employees:
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the proposer to perform in accordance with contract requirements.

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1. **Veteran Owned Business.** Is proposer claiming a veteran owned business status?

   [ ] YES [ ] NO

   SUBMITTAL REQUIREMENT: Proposals claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposals must disclose, in their Statement of Qualifications, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposals must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

   SUBMITTAL REQUIREMENT: Proposals must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposals must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the proposer has completed work similar in size and nature as the work referenced in solicitation.

   SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

   [ ] YES [ ] NO

   SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposals are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposals shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Statement of Qualifications, in the event of such non-compliance.

   SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

   SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

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7. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, proposers shall be required to pay all covered employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Currently, the hourly living wage rate is $11.28/hr with health benefits of at least $1.64 an hour, or a living wage of not less than $12.92 an hour without health benefits.
- Commencing January 1, 2015, the hourly living wage rate will be $11.62/hr with health benefits of at least $1.69 an hour, or a living wage of not less than $13.31/hr without health benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this bid, under which the City may, at its sole option, immediately deem said proposer as non-responsive, and may further subject proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. For further information about Living Wage requirements, please contact the City's Contracts Compliance Administrator at 305-673-7490.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ YES ☐ NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

☐ YES ☐ NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, Statement of Qualifications, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposer or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposals are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

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DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Statement of Qualifications made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Statement of Qualifications, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving Statement of Qualifications, may accept or reject Statement of Qualifications, and may accept Statement of Qualifications which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Statement of Qualifications in response to this solicitation.

Following submission of Statement of Qualifications, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Statement of Qualifications and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposals. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposals should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Statement of Qualifications conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Statement of Qualifications submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Statement of Qualifications.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposals will be bound only as, if and when a Statement of Qualifications, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Statement of Qualifications and supporting documents shall be subject to disclosure as required by such law. All Statement of Qualifications shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposals are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Statement of Qualifications, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Statement of Qualifications, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Statement of Qualifications is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposals agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer , am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer 's Authorized Representative:	Title of Proposer 's Authorized Representative:
Signature of Proposer 's Authorized Representative:	Date:

State of FLORIDA)
)
County of _____)

On this ____day of _____, 20__, personally appeared before me _____ who stated that (s)he is the _____ of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

_____
Notary Public for the State of Florida
My Commission Expires: _____.

APPENDIX B

MIAMIBEACH

"No Bid" Form

RFQ No. 2015-206-KB
Roofing Consultant Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

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Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A STATEMENTS OF QUALIFICATIONS AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

___ Workload does not allow us to proposal

___Insufficient time to respond

___ Specifications unclear or too restrictive

___ Unable to meet specifications

___Unable to meet service requirements

___Unable to meet insurance requirements

___Do not offer this product/service

___OTHER. (Please specify)

_____

_____

_____

We do __ do not __ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature:_____

Title:_____

Legal Company Name:_____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
DEPT. OF PROCUREMENT MANAGEMENT
ATTN: **Kristy Bada**
STATEMENTS OF QUALIFICATIONS **#2015-206-KB**
1700 Convention Center Drive
MIAMI BEACH, FL 33139

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APPENDIX C

MIAMIBEACH

Minimum Requirements & Specifications

RFQ No. 2015-206-KB
Roofing Consultant Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

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C1. MINIMUM REQUIREMENTS:

The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposals that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

1. Proposer must have a minimum of five (5) years' experience and have completed at least five (5) projects similar in scope.

2. Consulting firms must be licensed by the Florida Department of Business and Professional Regulation and Registered Roof Consultant (RRC) registration from Roof Consultants Institute (RCI, Inc).

3. Consulting firm inspectors must be a Registered Roof Observer (RRO) or Registered Roof Consultant (RRC) from RCI Inc.

C2. SCOPE OF WORK REQUIRED. The City of Miami Beach is soliciting "Statements of Qualifications" that the City may utilize to select a qualified roofing consultant service firm to assist Property Management staff in the evaluating the condition of roofs at various municipal facilities and to design and administer project management services during any approved repair and/or replacement program.

The following scope of services is included as a guide for the proposer it is designed to identify the minimum service level expected from the successful consultant and as such may be modified or augmented, as necessary to complete the project:

Phase 1: Inspection, Evaluation, Design and Project Management

i. Inspect and survey existing roof conditions; identify roof anomalies; interpret defects and provide recommended repair and/or replacement solutions with analytical commentary for all Municipal Facilities.
ii. Analyze all collected data and evaluate roof repair and/or replacement options with Property Management staff.
iii. Provide cost effective options and repair and/or replacement budget estimates.
iv. Upon approval of preliminary design by Property Management staff, provide concise bid documents including, but not limited to, design, technical specifications, and roofing details based on the preferred option. Specifications should allow for competitive bidding from multiple contractors.
v. Assist the Procurement Department in bid solicitation, including participation in the pre-bid meeting(s), responding to questions, reviewing proposals and contract negotiation.

Phase 2: Roof Repair and/or Replacement Project Management

i. Carry-out site inspections with a fully knowledgeable technical advisor and provide regular progress reports for all work being carried out throughout completion of specified project.
ii. Prepare necessary clarifications and site instruction in written and graphic form.
iii. Verify the Contractor has obtained all permits and licenses necessary for completion of the project.

iv. Develop guidelines and construction strategies to allow for Contractor access to the work areas while maintaining building integrity and facility security.
v. Provide project management administration for the project, hold construction meetings, prepare meeting minutes, progress reports, and monitor construction progress relative to scheduling.
vi. Provide regular site visits to monitor progress, perform field observation and provide technical assistance as needed to direct the Contractor on any minor changes and/or clarifications.
vii. Communicate with Contractor to provide quality control while meeting project deadlines and budget.
viii. Communicate with Mechanical Contractors to coordinate any necessary work on mechanical systems.
ix. Take immediate actions to instruct Contractors to stop work and take corrective action at discovery of any workmanship or safety issues that fail to meet recognized industry standards.
x. Respond to Contractor requests for information, and/or review Contractor change order requests.
xi. Review and certify Contractor's pay applications.
xii. Assist with completion of a punch list and final inspections.
xiii. Provide closeout phase services, including but not limited to, submission of drawings, as-built drawings and other project-related documents.
xiv. Assist with final documentation for enacting manufacturer's warranty.

Phase 3: Program Management

i. Provide roof system evaluation program, capital planning and maintenance services.
ii. Assist with development and implementation of a documented annual roof repair/maintenance program with the option for roof leak repair services.
iii. Assist with development and implementation of a documented long term roof repair/replacement plan based on priority and funding availability.
iv. A prioritized method-enabled database by which roofs may be life-cycle scheduled and chronologically maintained.
i. Include analytical capability to evaluate and adjust needs depending upon use, demand and degree of maintenance that has been completed to allow for adjustments to the plan and changes in disposition recommendations.

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APPENDIX D

MIAMIBEACH

Special Conditions

RFQ No. 2015-206-KB
Roofing Consultant Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

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1. TERM OF CONTRACT. Three (3) Years

2. OPTIONS TO RENEW. Two (2) additional one (1) year options

3. PRICES. Not applicable.

4. EXAMINATION OF FACILITIES. Not applicable

5. INDEMNIFICATION. Provider shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

6. PERFORMANCE BOND. Not applicable

7. REQUIRED CERTIFICATIONS. Not applicable

8. SHIPPING TERMS. Not applicable

9. DELIVERY REQUIREMENTS. Not applicable

10. WARRANTY REQUIREMENTS. Not applicable

11. BACKGROUND CHECKS. Not Applicable

12. ADDITIONAL TERMS OR CONDITIONS. This RFQ, including the attached Sample Contract, contains all the terms and conditions applicable to any service being provided to the City resulting from award of contract. By virtue of submitting a proposal, consultant agrees not to require additional terms and conditions at the time services are requested, either through a separate agreement, work order, letter of engagement or purchase order.

13. PRECLUSION. Successful Proposer and sub-consultants contracted to provide roofing consultant services for a particular project are precluded from bidding/responding to the competitive solicitation for the design and/or construction of the project.

14. CHANGE OF PROJECT MANAGER. A change in the Consultant's project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager or public

information officer shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).

15. SUB-CONSULTANTS. The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

16. ADDITIONAL SERVICES. Services not specifically identified in this request may be added to, or deleted from, any resultant contract upon successful negotiations and mutual consent of the contracting parties, and approval by the City Manager.

17. NEGOTIATIONS. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer (s) will take place to arrive at a mutually acceptable Agreement, including final scope of services, deliverables and cost of services.

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APPENDIX E

MIAMIBEACH

Insurance Requirements

RFQ No. 2015-206-KB
Roofing Consultant Services

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

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MIAMIBEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

The provider shall furnish to Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Commercial General Liability on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage. .**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $1,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability.

A waiver of subrogation in favor of the City must be included for the policies required above. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B+" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ:
CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3rd FLOOR
MIAMI BEACH, FL 33139

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

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APPENDIX F

MIAMIBEACH

Sample Contract

RFQ No. 2015-206-KB
Roofing Consultant Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

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PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND
[FILL IN CONSULTANT NAME]
FOR
ROOFING CONSULTANT SERVICES, PURSUANT TO
RFQ 2015-206-KB

This Professional Services Agreement ("Agreement") is entered into this **XXXXXX** day of **XXXXXXXXXXXX**, 2010, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"), and **[FILL IN CONSULTANT NAME]**, a **[FILL IN TYPE OF ENTITY/I.E. CORPORATION, LLC, ETC.]**, whose address is **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX** (Consultant).

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SECTION 1
DEFINITIONS

Agreement: This Agreement between the City and Consultant, including any exhibits and amendments thereto.

City Manager: The chief administrative officer of the City.

Consultant: For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.

Services: All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.

Fee: Amount paid to the Consultant as compensation for Services.

Proposal Documents: Proposal Documents shall mean City of Miami Beach **RFQ** No. **2015-206-KB** for **Roofing Consultant Services**, together with all amendments thereto, issued by the City in contemplation of this Agreement **RFQ**, and the Consultant's proposal in response thereto (Proposal), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the **RFQ**; and the Proposal.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139: telephone number (305) 673-7000, Ext. 6435: and fax number (305) 673-7023.

SECTION 2
SCOPE OF SERVICES (SERVICES)

2.1 In consideration of the Fee to be paid to Consultant by the City, Consultant shall provide the work and services described in Exhibit "A" hereto (the Services).

[NOTE: EXHIBIT "A" MUST INCLUDE DETAILED DESCRIPTION OF SERVICES]

2.2 Consultant's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit **[XXX]** hereto.

[NOTE: TIMELINE FOR DELIVERABLES CAN ALSO BE INCLUDED IN EXHIBIT "A" OR IN SEPARATE EXHIBIT]

SECTION 3
TERM

The term of this Agreement (Term) shall commence upon execution of this Agreement by all parties hereto, and shall have an initial term of **three (3),** with **two (2) one (1) year** renewal options, to be exercised at the City Manager's sole option and discretion, by providing Consultant with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Consultant shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit **[XXX]** hereto.

SECTION 4
FEE

4.1 In consideration of the Services to be provided, Consultant shall be compensated on a fixed fee basis, in the amount of **$XXXXXXXX**.

4.2 [NOTE: INCLUDE AMOUNT FOR REIMBURSABLES, IF ANY].

4.3 [NOTE: INCLUDE HOW FEE IS TO BE PAID – I.E. "X" PERCENTAGE UP FRONT; "X" UPON DELIVERY; MONTHLY; LUMP SUM; ETC.].

4.4 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

_____
_____
_____
_____
_____

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SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE

If the Consultant shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular term(s) of this Agreement, and shall grant Consultant ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Consultant. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against Consultant. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision, in connection with, related to, or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims

and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

The parties agree that one percent (1%) of the total compensation to Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS [NOTE: INSURANCE TYPES AND LIMITS BELOW SHOULD ALWAYS BE SAME AS WHAT WAS SPECIFICED IN BID DOCUMENTS]

The Consultant shall maintain and carry in full force during the Term, the following insurance:

1. Consultant General Liability, in the amount of $1,000,000;
2. Consultant Professional Liability, in the amount of $200,000; and
3. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Consultant's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability and Professional Liability shall include the City as an additional insured and shall contain a waiver of subrogation endorsement.

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Consultant specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Consultant is also solely responsible for obtaining and submitting all insurance certificates for any sub-consultants.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Consultant shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Consultant and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

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SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $10,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of $10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of $10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9

[INTENTIONALLY DELETED]

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 [INTENTIONALLY DELETETD]

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

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Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Services, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital and familial status, or age.

10.6 CONFLICT OF INTEREST

The Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the City of Miami Beach Charter and Code (as some may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, Consultant shall not knowingly employ any person having such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

SECTION 11
NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: **[FILL IN]**

TO CITY: **[FILL IN]**

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

SECTION 12

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MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 ENTIRETY OF AGREEMENT

The City and Consultant agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

12.4 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, if the Consultant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Consultant shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
d) Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Consultant upon termination of this Agreement. Upon termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Consultant's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

DRAFT

In the event the Consultant does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

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DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
City Clerk

_____
Mayor

Date: _____

Date: _____

FOR CONSULTANT:

[INSERT NAME]

ATTEST:

By: _____
Secretary

_____
President

_____
Print Name

_____
Print Name / Title

Date: _____

Date: _____

DRAFT

Condensed Title:

REQUEST APPROVAL TO EXERCISE TERM RENEWAL OPTIONS ON CONTRACTS FOR ROUTINE OPERATIONAL REQUIREMENTS

Key Intended Outcome Supported:

Streamline The Delivery Of Services Through All Departments

Supporting Data (Surveys, Environmental Scan, etc.):

Item Summary/Recommendation:

As is customary, many of the City's agreements resulting from competitive solicitations include renewal clauses that allow for the extension of contract terms for a certain number of renewal periods beyond the original contract term, as may be stipulated in the solicitation or resulting contract. The renewal periods allow the City to continue to acquire the necessary goods and services from reputable contractors at prices established through competitive solicitations. In its due diligence process for consideration of contract renewal options, the Administration has considered: cost considerations, including any increases to the CPI-U index by the Bureau of Labor Statistics indicating changes in the supply market pricing conditions, contractor performance and risk management considerations (e.g., insurance and bonds, as applicable). Additionally, the contract renewals are applicable to the contract period only and do not alter other terms and conditions of the contract or the scope of the procurement. Any changes to the scope of the original contract shall be presented under a separate item individually or require a new procurement process altogether.

The purpose of this item is to request authority to renew the competitively solicited contract(s) for routine operational listed herein which are eligible for renewal. The justification for renewing the listed contract(s) is included with the contract information.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission approve the extension of contracts for routine operational requirements, awarded through competitive solicitations, with Unify, Inc., and Proven Investigations, LLC.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1	See below.	See below.
	2		
	3		
OBPI	Total		

Financial Impact Summary: All expenditures are contingent upon approved budgeted funds being available.

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD	JMT	JLM

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MIAMIBEACH

AGENDA ITEM C2F

DATE 7-8-15

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales City Manager

DATE: July 8, 2015

SUBJECT: **REQUEST APPROVAL TO EXERCISE TERM RENEWAL OPTIONS ON CONTRACTS FOR ROUTINE OPERATIONAL REQUIREMENTS**

ADMINISTRATION RECOMMENDATION

Approve the recommendation.

BACKGROUND

As is customary, many of the City's agreements resulting from competitive solicitations include renewal clauses that allow for the extension of contract terms for a certain number of renewal periods beyond the original contract term, as may be stipulated in the solicitation or resulting contract. The renewal periods allow the City to continue to acquire the necessary goods and services from reputable contractors at prices established through competitive solicitations. In its due diligence process for consideration of contract renewal options, the Administration has considered: cost considerations, including any increases to the CPI-U index by the Bureau of Labor Statistics indicating changes in the supply market pricing conditions, contractor performance and risk management considerations (e.g., insurance and bonds, as applicable). Additionally, the contract renewals are applicable to the contract period only and do not alter other terms and conditions of the contract or the scope of the procurement. Any changes to the scope of the original contract shall be presented under a separate item individually or require a new procurement process altogether.

The purpose of this item is to request authority to renew the competitively solicited contract(s) for routine operational requirements listed herein which are eligible for renewal as stipulated in each contract's solicitation. The justification for renewing the listed contract(s) is included with the contract information.

Contract Number: ITB-28-10/11	Renewal Period: Through 08/2/2016
Title: Telecommunications Systems At Various City Facilities	
Contractor: Unify	
Brief Scope: This contract provides Telecommunications Systems at Various City Facilities	
Best Interest Justification: Contractor received a satisfactory performance evaluation by the IT Department. Additionally, pricing was established through a competitive process; and, there will be no increase during the renewal term. The IT Department has recommended extension of the contract term as the City continues to need these services.	

Contract Number: RFP 16-10/11	Renewal Period: Through 06/15/2016
Title: Agreement For Investigative and Adjusting Services for Selected Tort-Liability and workers' Compensation Claims on an "As Needed Basis"	
Contractor: Proven Investigations, LLC.	
Brief Scope: 1. Provide Surveillance of the claimant for selected Tort Liability and Workers' Compensation Claims 2. Provide Activity Checks of the claimant for selected Tort Liability and Workers' Compensation Claims. 3. Provide "Research and Background Investigations" of claimants for selected Tort and Workers' Compensation Claims. 4. Provide complete investigative and adjusting services for selected Tort Liability Claims. 5. Other related services as requested. 6. Submit a written report with appropriate documentation at the conclusion of each assignment to the Human Resources Department/Risk Management Division. The report must contain the following minimum information: 7. Identify the claimant investigated and provide a written comprehensive report indicating activity preformed, summary, and recommendations. 8. Provide written background results, surveillance tapes/DVD, and photos.	
Best Interest Justification: It is in the City's best interest to renew so that these services are readily available to the Risk Management / Human Resources Department as required for ongoing cases.	

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the extension of the agreement with Unify and Proven Investigations, LLC.

JLM / JMT/ AD / YC
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Condensed Title:

REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) NO. 2015-205-WG FOR THE MANAGEMENT AND OPERATION OF CONCESSION STANDSAND BEACHFRONT CONCESSIONS, LOCATED EAST OF COLLINS AVENUE NEAR 21ST AND 46TH STREET.

Key Intended Outcome Supported:

Improve Alliance With Key Business Sectors, Namely Hospitality, Arts, & International Business With A Focus On Enhanced Culture, Entertainment, & Tourism

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

On May 12, 2010, the Mayor and City Commission awarded RFP 05-09/10 for the management and operation of concession stands and beachfront concessions, located east of Collins Avenue near 21st Street and 46th Street. The start date of the initial two (2) year term was November 1, 2010, and expired October 31, 2012.

The Mayor and Commission opted to exercise the City's options to renew the agreement annually through October 31, 2015.

Successful Proposer shall manage and operate both concession areas located east of Collins Avenue near 21st Street and 46th Street, and will be authorized to conduct the following kinds of business(es) within the concession areas at its sole cost and expense:

- Rental of chairs, pads, towels, umbrellas and sun canopies.
- Non-alcoholic beverages. (All beverage products must be in compliance with the City's Coca Cola Agreement – Refer to Exhibit A).
- Serve prepared foods from the concession stand and/or prepackaged foods from the beachfront concession in compliance with all applicable codes, regulations and laws concerning the sale of food items to the public. (CMB Municipal Code 46-92 (c) - Prohibitions on beaches and parks. It shall be unlawful for any person to carry onto any beach within the city a glass or metal bottle or other glass or metal container. In addition, it shall be unlawful for any person to carry any expanded polystyrene product onto any beach or park within the city or for any business to provide plastic straws with the service or delivery of any beverage to patrons on the beach.).
- MB Miami Beach Suncare product line only.
- Beach related Sundries. Paddles, Beach Balls etc.

The Administration desires to seek proposals from qualified firms interested in partnering with the City for the management and operation of concession stands and beachfront concessions located east of Collins Avenue near 21st and 46th Street.

RECOMMENDATION

The Administration recommends that the Mayor and Commission authorize the issuance of the RFP 2015-205-WG to Provide Parking Meter Collection Services for the City of Miami Beach.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	N/A	
	Total		

Financial Impact Summary: Revenue Generating

City Clerk's Office Legislative Tracking:

Alex Denis, Director Ext # 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD MS	MT KGB	JLM

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MIAMIBEACH

AGENDA ITEM C2G
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSAL (RFP) FOR THE MANAGEMENT AND OPERATION OF CONCESSION STANDS AND BEACHFRONT CONCESSIONS, LOCATED EAST OF COLLINS AVENUE NEAR 21ST STREET AND 46TH STREET.**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFP.

BACKGROUND

On May 12, 2010, the Mayor and City Commission awarded RFP 05-09/10 for the management and operation of concession stands and beachfront concessions, located east of Collins Avenue near 21st Street and 46th Street. The start date of the initial two (2) year term was November 1, 2010, and expired October 31, 2012.

The Mayor and Commission opted to exercise the City's options to renew the agreement annually through October 31, 2015.

SCOPE OF SERVICES

Successful Proposer shall manage and operate both concession areas located east of Collins Avenue near 21st Street and 46th Street, and will be authorized to conduct the following kinds of business(es)within the concession areas at its sole cost and expense:

- Rental of chairs, pads, towels, umbrellas and sun canopies.
- Non-alcoholic beverages.
  Please Note: All beverage products must be in compliance with the City's Coca Cola Agreement (Refer to Exhibit A.)
- Serve prepared foods from the concession stand and/or prepackaged foods from the beachfront concession in compliance with all applicable codes, regulations and laws concerning the sale of food items to the public.
  Please Note: CMB Municipal Code 46-92 (c) - Prohibitions on beaches and parks. It shall be unlawful for any person to carry onto any beach within the city a glass or metal bottle or other glass or metal container. In addition, it shall be unlawful for any person to carry any expanded polystyrene product onto any beach or park within the city or for any business to provide plastic straws with the service or delivery of any beverage to patrons on the beach.
- MB Miami Beach Suncare product line only.
- Beach related Sundries. Paddles, Beach Balls etc.

OTHER RFP REQUIREMENTS

- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, RFP 2015-205-WG for the Management and Operation of Concession Stands and Beachfront Concessions, Located East of Collins Avenue Near 21st Street and 46th Street.

- **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, RFP 2015-205-WG for the Management and Operation of Concession Stands and Beachfront Concessions, Located East of Collins Avenue Near 21st Street and 46th Street.
- **CRITERIA FOR EVALUATION.** Please Reference Section 0400, RFP 2015-205-WG for the Management and Operation of Concession Stands and Beachfront Concessions, Located East of Collins Avenue Near 21st Street and 46th Street.

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of the RFP 2015-205-WG for the Management and Operation of Concession Stands and Beachfront Concessions, Located East of Collins Avenue Near 21st Street and 46th Street.

- **ATTACHMENTS**
  RFP 2015-205-WG for the Management and Operation of Concession Stands and Beachfront Concessions, Located East of Collins Avenue Near 21st Street and 46th Street.

JLM / KB / MS / AD

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REQUEST FOR PROPOSALS (RFP)

FOR THE MANAGEMENT AND OPERATION OF CONCESSION STANDS AND BEACHFRONT CONCESSIONS, LOCATED EAST OF COLLINS AVENUE NEAR BOTH 21ST STREET AND 46TH STREET

2015-205-WG

DRAFT

RFP ISSUANCE DATE: JULY 8, 2015

PROPOSALS DUE: AUGUST 20, 2015 @ 3:00 PM

ISSUED BY: WILLIAM GARVISO, CPPB

MIAMIBEACH

WILLIAM GARVISO, PROCUREMENT COORDINATOR
PROCUREMENT DEPARTMENT
1700 Convention Center Drive, 3rd Floor, Miami Beach, FL 33139
305.673.7000 X6650 |www.miamibeachfl.gov

TABLE OF CONTENTS

SOLICITATION SECTIONS: **PAGE**

0100 NOT UTILIZED ..... N/A

0200 INSTRUCTIONS TO PROPOSERS & GENERAL CONDITIONS 3

0300 SUBMITTAL INSTRUCTIONS & FORMAT 10

0400 PROPOSAL EVALUATION 12

APPENDICES:

APPENDIX A PROPOSAL CERTIFICATION, QUESTIONNAIRE AND AFFIDAVITS 14

APPENDIX B "NO PROPOSAL" FORM 21

APPENDIX C MINIMUM REQUIREMENTS & SPECIFICATIONS 23

APPENDIX D SPECIAL CONDITIONS 27

APPENDIX E REVENUE PROPOSAL FORM 29

APPENDIX F INSURANCE REQUIREMENTS 31

SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes ***PublicPurchase*** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through ***PublicPurchase*** must register immediately with ***PublicPurchase*** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE. This Request for Proposals (RFP) seeks responses from qualified concessionaires for the management and operation of concession stands and beachfront concessions located east of Collins Avenue at both 21st Street and 46th Street, which presently sell and/or provide the following:

- Rental of chairs, pads, towels, umbrellas and sun canopies
- Non-alcoholic beverages in accord with the City's Coca-Cola Agreement
- Serve prepared foods from the concession stand and/or prepackaged foods from the beachfront concession
- MB Miami Beach Suncare product line
- Beach related Sundries

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	July 8, 2015
Pre-Proposal Meeting	July 22, 2015 @ 10:00AM
Deadline for Receipt of Questions	August 10, 2015
Responses Due	August 20, 2015 @ 3:00 PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:	Telephone:	Email:
William Garviso	305.673.7000 x6650	williamgarviso@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via email at: RafaelGranado@miamibeachfl.gov ; or facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-Proposal conference will be held as scheduled in Solicitation Timeline above at the following address:

City of Miami Beach
City Hall - 4th Floor
City Manager's Small Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
(2) Enter the MEETING NUMBER: 5804578

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

7. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the **"Cone of Silence."** The Cone of Silence ordinance is available at http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the exception of communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at RafaelGranado@miamibeachfl.gov.

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL CITY CODE SECTION 2-373

BENEFITS FOR DOMESTIC PARTNERS.....

- ~~LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410~~
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the proposal due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a five (5) point preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

12. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section V, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) he/she deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

(1) The ability, capacity and skill of the Proposer to perform the contract.

(2) Whether the Proposer can perform the contract within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer(s) will take place to arrive at a mutually acceptable Agreement.

The City may award up to three vendors (primary, secondary, tertiary), as available, by line item, by group or in its entirety. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

13. ACCEPTANCE OR REJECTION OF PROPOSALS. The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the Contract or reject all proposals within one-hundred twenty (120) calendar days after proposals opening date. A Proposer may not withdraw its proposals unilaterally before the expiration of one hundred and twenty (120) calendar days from the date of proposals opening.

14. PROPOSER'S RESPONSIBILITY. Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

15. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

16. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

17. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

18. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

19. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

20. PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all

applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

22. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

23. ANTI-DISCRIMINATION. The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

24. DEMONSTRATION OF COMPETENCY.

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.

B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.

C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.

D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.

F. The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City.

25. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

26. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

27. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of City or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of City or non-profit agency.

28. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other City contract, or on an as-needed basis through the City's spot market purchase provisions.

29. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

A. Any contract or agreement resulting from the award of this solicitation; then

B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then

C. The solicitation; then

D. The Proposer's proposal in response to the solicitation.

30. INDEMNIFICATION. The contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

31. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 calendar days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 calendar days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

32. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) calendar days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

33. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

34. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

35. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend to improperly influence him/her in the discharge of his official duties.

36. JOINT VENTURES: Joint Ventures are not allowed. The City will contract with a Prime Contractor only. Each proposal shall be submitted by the Prime Contractor only. However, proposals may include sub-contractors or sub-consultants to the Prime Contractor.

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected. Proposals are to be delivered to City of Miami Beach Procurement Department, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittals should be tabbed as enumerated below and contains a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.

1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

TAB 2	Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

2.3 Financial Capacity. Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3	Scope of Services Proposed
Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Minimum Requirements and Specifications. Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a full review and score the proposed scope of services.	

TAB 4	Approach and Methodology
Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: a proposed operational plan for this project, use of innovative technology, reporting and tracking of revenue transactions that result in the highest level of customer service while maximizing revenues received by the City.	

TAB 5	Revenue Proposal
Submit a completed Revenue Proposal Form (Appendix E).	

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400 PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may:

- review and score all proposals received, with or without conducting interview sessions; or
- review all proposals received and short-list one or more Proposers to be further considered during subsequent interview session(s) (using the same criteria).

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications, including Financial Capability	30
Approach and Methodology	20
Scope of Services	20
TOTAL AVAILABLE STEP 1 POINTS	70

3. Step 2. Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Revenue Proposal	30
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	35

4. Revenue Proposal Evaluation. The revenue proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Revenue Proposal Points				
Vendor	**Revenue Proposal**	**Example Maximum Allowable Points** (Points noted are for illustrative purposes only. Actual points are noted above.)	**Formula for Calculating Points revenue proposal being evaluated / highest Minimum Guarantee paid the City X maximum allowable points = awarded points)** Round to	**Total Points Awarded**
Vendor A	$200.00	30	**$200/ $200 X 30 = 30**	30
Vendor B	$150.00	30	**$150/$200 X 30 = 22.5**	23
Vendor C	$100.00	30	**$100 / $200 X 30 = 15**	15

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	25	16	13
	Total	107	92	93
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	25	16	13
	Total	104	101	85
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	25	16	13
	Total	105	90	79
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A

MIAMIBEACH

Proposal Certification, Questionnaire & Requirements Affidavit

2015-205-WG
FOR THE MANAGEMENT AND OPERATION OF CONCESSION STANDS AND BEACHFRONT CONCESSIONS, LOCATED EAST OF COLLINS AVENUE NEAR BOTH 21ST STREET AND 46TH STREET

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Solicitation No: 2015-205-WG	Solicitation Title: FOR THE MANAGEMENT AND OPERATION OF CONCESSION STANDS AND BEACHFRONT CONCESSIONS, LOCATED EAST OF COLLINS AVENUE NEAR BOTH 21ST STREET AND 46TH STREET	
Procurement Contact: William Garviso	Tel: 305.673.7000 x 6650	Email: williamgarviso@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

General Proposer Information.

FIRM NAME:		
No of Years in Business:	No of Years in Business Locally:	No. of Employees:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

   ☐ YES ☐ NO

   SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal City, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

   SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

   SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

   SUBMITTAL REQUIREMENT: Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past 5 years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

5. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

   ☐ YES ☐ NO

   SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

6. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code, including a prohibition against any vendor giving a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of mayor or commissioner. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance. A fine of up to $500.00 shall be imposed on every person who violates this section. Each act of giving or depositing a contribution in violation of this section shall constitute a separate violation.

   "Vendor" shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm.

   SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (to which the definition of vendor as defined above may apply), including your sub-consultants), who has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

7. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable City rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

8. ~~**Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:~~

~~The City Commission approved Ordinance 2014-3897 on September 30, 2014 increasing the living wage rate to $13.31/hourly without health benefits or $11.62/hourly with health benefits with an effective date of January 1, 2015.~~

~~The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).~~

~~Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.~~

~~**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.~~

9. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ YES ☐ NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

☐ YES ☐ NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

11. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the City-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of _____)
)
County of _____)

On this ____day of _____, 20__, personally appeared before me _____ who stated that (s)he is the _____ of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

_____
Notary Public for the State of _____
My Commission Expires: _____.

APPENDIX B

MIAMIBEACH

"No Bid" Form

2015-205-WG
FOR THE MANAGEMENT AND OPERATION OF CONCESSION STANDS AND BEACHFRONT CONCESSIONS, LOCATED EAST OF COLLINS AVENUE NEAR BOTH 21ST STREET AND 46TH STREET

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

___ Workload does not allow us to proposal

___Insufficient time to respond

___ Specifications unclear or too restrictive

___ Unable to meet specifications

___Unable to meet service requirements

___Unable to meet insurance requirements

___Do not offer this product/service

___OTHER (Please specify)

_____

_____

_____

We do __ do not __ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature:_____

Title:_____

Legal Company Name:_____

Note: Failure to respond, either by submitting a proposal <u>or</u> this completed form, may result in your company being removed from our vendors list.

<u>PLEASE RETURN TO:</u>
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: William Garviso
RFP PROPOSAL #2015-205-WG
1700 Convention Center Drive
MIAMI BEACH, FL 33139

APPENDIX C

MIAMIBEACH

Minimum Requirements & Specifications

2015-205-WG
FOR THE MANAGEMENT AND OPERATION OF CONCESSION STANDS AND BEACHFRONT CONCESSIONS, LOCATED EAST OF COLLINS AVENUE NEAR BOTH 21ST STREET AND 46TH STREET

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

APPENDIX C

C1. Minimum Requirements. The minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

Successful proposer shall have a minimum five (5) year(s) experience providing management and operation services of concessions within the last 7 years.

C2. Specifications.
The City will grant to the successful proposer, the exclusive right, during the Term of this Agreement, to manage and operate the two concession areas located east of Collins Avenue Near 21st Street and 46th Street, as described herein, in the following areas (hereinafter referred to collectively as the "Concession Areas").

The successful proposer must agree to manage and operate both concession areas and will be authorized to conduct the following kinds of business(s) within the Concession Areas, as provided below, all at its sole cost and expense:

<u>21st Street & 46th Street Concession Areas:</u>

PERMITTED USES:

1. Operate and manage the beachfront concession, which shall sell and/or provide the following:
   - Rental of chairs, pads, towels, umbrellas and sun canopies.
   - Non-alcoholic beverages.
     Please Note: All beverage products must be in compliance with the City's Coca Cola Agreement (Refer to Exhibit A.)
   - Serve prepared foods from the concession stand and/or prepackaged foods from the beachfront concession in compliance with all applicable codes, regulations and laws concerning the sale of food items to the public.
     Please Note: CMB Municipal Code 46-92 (c) - Prohibitions on beaches and parks. It shall be unlawful for any person to carry onto any beach within the city a glass or metal bottle or other glass or metal container. In addition, it shall be unlawful for any person to carry any expanded polystyrene product onto any beach or park within the city or for any business to provide plastic straws with the service or delivery of any beverage to patrons on the beach.
   - MB Miami Beach Suncare product line only.
     Please Note: All sun care lotions, creams, and after sun care products sold or dispensed must be from The MB Miami Beach Suncare product line attached below.
   - Beach related Sundries. Paddles, Beach Balls etc.

SCHEDULE OF OPERATION:
Successful proposer's operations shall be open on the Concession Area, in accordance with the schedule outlined below, weather or events of force majeure permitting.

Days of Operation:	seven days a week, 365 days a year.
Hours of Operation:	opening shall occur no earlier than one (1) hour after sunrise and close at sunset.

Any change in the days or hours of operation require the prior written consent of the City Manager including, but not limited to, change in the days and hours of operation requested pursuant to the Agreement.

Sun Care Product List Exhibit

Product Description	Item UPC	Weight
MB Miami Beach Sea Spray Sunscreen - SPF 30	812604020205	6 FL OZ
MB Miami Beach Sport Spray Sunscreen - SPF 50	851906004384	6 FL OZ
MB Miami Beach Triple Acting Sea Kelp Sunscreen Lotion - SPF 30	851906004377	6.75 FL OZ
MB Miami Beach Tan-Tensifier Spray (Tanning Oil)	812604020052	6 FL OZ
MB Miami Beach Salt Water Sport Sunscreen Gel - SPF 15	851906004360	7.05 OZ
MB Miami Beach After Sun Moisturizing Gel	812604020236	6.75 FL OZ
MB Kids Continuous Spray Sunscreen Lotion for Sensitive Skin - SPF 50	812604020083	5 FL OZ
MB Kids Sunscreen Lotion for Sensitive Skin - SPF 50	812604020090	6 FL OZ

ADDITIONAL SERVICES:
Unless otherwise stated, successful proposer shall provide the following additional services at their sole cost and expense.

1. Maintain, store, and have available for rent over 1,000 linear feet of Mobi Mat or a comparable equivalent (total for both 21st & 46th Street locations). Initial Capital investment for the 1,000 linear feet of beach mats will be made by the City of Miami Beach, however successful proposer will maintain and replace the beach mats as necessary and at the City's discretion, but in any event, no more than once a year. 1,000 linear feet of beach mats must be rented at competitive prices for comparable services and be readily available for use by all City permitted Special Events, partners, designees, or contractors.

2. Continually refill with MB Miami Beach Sea Spray Sunscreen and report to the City any damage, discoloration, or vandalism to, the approximately 30 public sun screen dispensers east of the dune between Government Cut and 87th Terrace. City will provide, through its vendor, sufficient product to continually refill all the dispensers, however successful proposer will ensure dispensers remain sufficiently filled with sunscreen to meet public demand.

3. Establish and maintain at its sole cost and expense a lounge chair promotional towel program in the Concession Areas that would provide for the promotion of the City of Miami Beach. Said promotional towel program would provide for a minimum of 100 imprinted lounge chair towels which shall be replaced with 100 new imprinted towels at least once a year. The design and content of the imprinted message shall be determined and approved by the City at its sole discretion; the number of towels within the Concession Areas as well as the specific location and manner of placement shall also be determined and approved by the City at its sole discretion.

4. Purchase, place, empty, and maintain as needed no fewer than five (5) outdoor ashtrays for use by the general public; two (2) for the 46th Street Concession and three (3) for the 21st Street Concession.

5. Establish and maintain a personal beach locker program which will allow beach goers to secure their

belongings. Successful proposer shall provide enough lockers to meet demand. However, the City shall maintain the right, at its sole discretion, to increase the amount of lockers to be maintained by the successful proposers for the benefit of the general public.

CONCESSION FEES:

Security Deposit:

Upon execution of the Agreement, the successful proposer shall furnish the City with a Security Deposit in an amount equal to 15% of the MG, or as negotiated by the City. Said Security Deposit shall serve to secure successful proposer's performance in accordance with the provisions of the Agreement. In the event the successful proposer fails to perform in accordance with said provisions, the City may retain said Security Deposit, as well as pursue any and all other legal remedies provided herein, or as may be provided by applicable law.

Minimum Guarantee (MG):

In consideration of the City executing the Agreement and granting the rights provided in the Agreement, the successful proposer shall pay to the City a Minimum Guaranteed Annual Concession Fee (MG), but under no circumstance will the MG be less than fifty-thousand dollars ($50,000). The MG may be increased from time to time to be more consistent with the PG. In the event that the City, at its sole discretion, chooses to extend the term of this Agreement for any renewal term, the renewal term MG shall be subject to negotiations.

Percentage of Gross (PG):

During the initial term, and any renewal term, of the Agreement, successful proposer shall pay the greater of either a percentage of successful proposer's gross receipts (PG) or the MG.

For the first four (4) years of the Concession Agreement, Concessionaire's gross sales, at each concession locations, are itemized in the following chart:

Contract		21st Street		46th Street		Gross
Year	Period	Concession	Chairs	Concession	Chairs	Sales
1*	11/10 - 10/11	73,124	59,463	18,933	16,836	168,356
2	11/11 - 10/12	50,893	79,307	29,883	42,140	202,224
3	11/12 - 10/13	61,198	96,629	19,535	38,047	215,408
4	11/13 - 10/14	100,534	133,911	18,042	29,465	281,952
		285,750	**369,310**	**86,393**	**126,489**	**867,941**
		655,060		**212,881**		

*Reflects Nine (9) Months of Sales Due to Delayed Opening

APPENDIX D

MIAMIBEACH

Special Conditions

2015-205-WG
FOR THE MANAGEMENT AND OPERATION OF CONCESSION STANDS AND BEACHFRONT CONCESSIONS, LOCATED EAST OF COLLINS AVENUE NEAR BOTH 21ST STREET AND 46TH STREET

PROCUREMENT DEPARTMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The term of the Agreement resulting from this RFP shall be for an initial term of two (2) years.

2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for three (3) additional one-year periods at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.

3. **ADDITIONAL SERVICES.** Services not specifically identified in this request may be added to, or deleted from, any resultant contract upon successful negotiations and mutual consent of the contracting parties, and approval by the City Manager.

4. **PROTECTION OF PROPERTY.** The Successful Contractor will at all times guard against damage to or loss of property belonging to the City of Miami Beach. It is the responsibility of the Successful Contractor to replace or repair any property lost or damaged by any of its employees. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Successful Contractor, its employees or agents.

5. **LICENSES, PERMITS AND FEES.**
The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

6. **EXAMINATION OF SITE RECOMMENDED.** Prior to submitting its offer it is advisable that the vendor visit the site of the proposed locations and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and or labor required. The vendor is also advised to examine carefully the specifications and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

APPENDIX E

MIAMIBEACH

Revenue Proposal Form

2015-205-WG
FOR THE MANAGEMENT AND OPERATION OF CONCESSION STANDS AND BEACHFRONT CONCESSIONS, LOCATED EAST OF COLLINS AVENUE NEAR BOTH 21ST STREET AND 46TH STREET

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139

APPENDIX E
REVENUE PROPOSAL FORM

Failure to submit Appendix E, Revenue Proposal Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Proposer affirms that the prices stated on this form represents the entire cost of the items, except as otherwise allowed in this RFP, in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. This Revenue Proposal Form shall be completed mechanically or, if manually, in ink. **Revenue Proposal Form completed in pencil shall be deemed non-responsive.** All corrections shall be initialed.

MINIMUM GUARANTEED REVENUE TO THE CITY (MG)
See Concession Fees (p. 26)

	Description	A	B	C (A x B = C)
1	Minimum Guarantee (MG) (no less than $50,000 annually)	$_____/Month	12 Months	$_____/Year[1]

[1]The Total Annual Minimum Guarantee shall be utilized to allocate Cost Points in the Evaluation of Proposals.

PERCENTAGE OF GROSS (PG) RECEIPTS TO BE PROVIDED TO THE CITY
See Concession Fees (p. 26)

2	Percentage Of Gross (PG) Receipts To Be Provided To The City	Annual Estimated Gross Sales $282,000	_____%[2]

[2]The City Reserves the Right to Negotiate the PG Rate During Contract Negotiations.

Proposer 's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX F

MIAMIBEACH

Insurance Requirements

2015-205-WG
FOR THE MANAGEMENT AND OPERATION OF CONCESSION STANDS AND BEACHFRONT CONCESSIONS, LOCATED EAST OF COLLINS AVENUE NEAR BOTH 21ST STREET AND 46TH STREET

PROCUREMENT DIVISION
1700 Convention Center Drive
Miami Beach, Florida 33139

MIAMIBEACH

INSURANCE REQUIREMENTS

The Provider shall furnish to the Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3rd Floor, Miami, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, and Contractual Liability in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

A waiver of subrogation must be included for the insurance required above. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3RD FLOOR
MIAMI BEACH, FL 33139

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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C4

COMMISSION COMMITTEE ASSIGNMENTS

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A REFERRAL TO THE NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE – DISCUSSION REGARDING OPTIONS FOR THE RELOCATION OF THE 21ST STREET TEEN CENTER**

BACKGROUND

As the commencement of the Miami Beach Convention Center renovation is quickly approaching, City Administration has been working to find a new site for the Miami Beach Teen Club. The Teen Club, currently located at the 21st Street Recreation Center, has an enrollment of 217 teens and a daily average attendance of 145 teens. The Recreation Center is scheduled to be demolished as part of the Convention Center Master Plan. The Parks and Recreation Department has been given until December 18th to find an alternative site.

On June 4, 2015, the attached Letter to Commission (LTC) was sent regarding relocation options for the Miami Beach Teen Club located at the 21st Street Recreation Center. Since the distribution of the LTC, the options have been further examined. During the process, some options have been eliminated and added.

Unfortunately, Option 4 on the LTC is no longer being considered. After speaking with the Miami-Dade Public School staff, the availability of Biscayne Elementary does not meet the needs of the program. However, an additional option has been proposed by the Teen Club Supervisor.

The update to the LTC/Options is as follows:

Option 1
The Miami Beach Teen Club moves to the Police Athletic League (PAL) building and the Flamingo Park After-School Program relocates to the Scott Rakow Youth Center (SRYC).

Number of Flamingo Park Participants Affected
- 175 children in the after-school program
- 287 children in the summer camp

Agenda Item C4A
Date 7-8-15

Advantages

- The Miami Beach Teen Club has use of the portion of the PAL building currently being used by Parks and Recreation, and Flamingo Park to include: fitness center (with coordination and permission from PAL), computer lab, tennis, outdoor basketball courts, swimming pool, office space, athletic fields, etc.
- Proximity of the PAL to Fienberg-Fisher for some of the pre-teens (middle school students).
- Space would not be an issue for SRYC to absorb the 175 after-school children from the Flamingo Park After-School Program.
- Integrity of the after-school program would not be compromised by the additional after-school children.

Challenges

- The SRYC would not be able to accommodate the 287 Flamingo Park Summer Camp participants. The SRYC currently has 326 children enrolled for traditional summer camp and the facility houses another 441 in specialty camps at various times throughout the summer. Maximum enrollment capacities would need to be set, which would place several children on waiting lists, or some specialty camps may be discontinued due to the lack of space.
- Parking at the SRYC is already a concern. Adding another 100+ children in the building would create a significant traffic bottleneck during pick-up times when swim classes, gymnastics, athletics and afterschool parents are all coming to the site at the same time.
- On rainy days, all children would have to remain indoors, which would create a concern with regards to space.
- At least 50% of the current Flamingo Park After-School Program parents do not have means for transportation and walk to the park.
- Transportation times from the schools (South Pointe Elementary, Fienberg-Fisher, and North Beach Elementary) to the sites would be increased given the current amount of buses and drivers we currently have to transport the children.
- The PAL is not in close proximity to Miami Beach Senior High School. Transportation would need to be provided for the teens from Miami Beach Senior High School and Fienberg-Fisher to the PAL. A drop-off route would need to continue for the teens that live in the North.

Option 2

The Miami Beach Teen Club moves to the Police Athletic League (PAL) building and the Flamingo Park After-School Program is absorbed by the Boys and Girls Club. *(Please note the Boys and Girls Club facility has not been completed. Staff has had a preliminary meeting with the Executive Director of the Boys and Girls Club regarding possible partnerships. The Boys and Girls Club is evaluating their operations and will be getting back with the Parks and Recreation Department.)*

Number of Flamingo Park Participants Affected

- 175 children in the after-school program
- 287 children in summer camp

Advantages

- The Miami Beach Teen Club has use of the portion of the PAL building currently being used by Parks and Recreation, and Flamingo Park to include: fitness center (with coordination and permission from PAL), computer lab,

tennis, outdoor basketball courts, swimming pool, office space, athletic fields, etc.

- Proximity of the PAL to Fienberg-Fisher for some of the pre-teens (middle school students).
- The Boys and Girls Club and the City would not be in direct service competition.
- No location issues for the current Flamingo Park participants.
- Current Flamingo Park staff could be utilized in a variety of different capacities at different sites to offer new programs and activities.
- Current Flamingo Park buses and drivers are available to be used in different capacities.

Challenges

- The Boys and Girls Club may not have the capacity or willingness to accept the additional Flamingo Park participants.
- Parents who have formed bonds with the coaches through the years and have a deep appreciation for the Flamingo Park After-School Program may not want to enroll their children at the Boys and Girls Club.
- The PAL is not in close proximity to Miami Beach Senior High School. Transportation would need to be provided for the teens from Miami Beach Senior High School and Fienberg-Fisher to the PAL. A drop-off route would need to continue for the teens that live in the North.

Option 3*(New Option Proposed by Teen Club Supervisor)*
Teens in grades 9th-12th will be moved to Miami Beach Senior High School and the pre-teens in grades 6th-8th would be moved to Scott Rakow Youth Center.

Advantages

- Teens in grades 9th-12th would not need transportation.
- Having the Teens in Miami Beach Senior High School does not require dislocation of other existing programs.

Challenges

- The 6th-8th graders would still require transportation from Fienberg Fisher K-8 Center.
- Teens may not want to stay at the school site, which could result in a decrease in attendance.

Option 4
Locate a site and build a new teen center. *An interim site will have to be identified to house the Miami Beach Teen Club during the design and construction of the new center.*

Advantages

- Relocation of the teens will be temporary until the center is completed (approx. 2-3 years).
- Facility would be built to have ample space for all necessary amenities.

Challenges

- Estimated construction cost for a new center is $3-5 million; however, the final cost is dependent on the amenities to be included in the scope of work and the potential for shared facilities, if built near or adjacent to an existing facility.
- Annual expense to staff and maintain the new facility has not been determined.

- An interim location will still need to be identified and secured before December 18th, 2015.

We have not listed locating a teen center in the new convention center. Given the square footage cost of the building, this would be an extremely expensive way to address the need. This option would also lack the recreational amenities desired and it may also conflict with events at the Miami Beach Convention Center.

The Parks and Recreation Department encourages any input and/or ideas from the committee, Parks and Recreation Facilities Board and community members in order to make this relocation successful.

RECOMMENDATION

City Administration respectfully requests that this item be referred to the Neighborhoods/Community Affairs Committee for further discussion and consideration.

JLM/JMT/JR/CC

Attachment

OFFICE OF THE CITY MANAGER

NO. LTC# **235-2015**

LETTER TO COMMISSION

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 4, 2015

SUBJECT: **Relocation Options for the Miami Beach Teen Club**

With the Miami Beach Convention Center renovation quickly approaching, City Administration has been working to find a site for the 217 teens enrolled at the Miami Beach Teen Club, currently located at the 21st Street Teen Center at 2100 Washington Avenue. The scope of work for the Miami Beach Convention Center Master Plan includes the demolition of the 21st Street Teen Center, which is located on the north side of the Convention Center.

The Miami Beach Teen Club has 85 Fienberg-Fisher students, 122 Miami Beach Senior High students, and 10 students from other neighboring schools enrolled in the club, with an average daily attendance of 145 Teens.

This program will need to be relocated by December 18, 2015. The following options have been identified and are being closely evaluated in order to provide the same well-received service to the teens in the community. Although there is no perfect solution, we believe Option 4 strikes the best balance, but we would welcome your input.

For your careful review and consideration identified options are listed below. City Administration will be requesting for this item to be referred to the Neighborhoods/Communities Affairs Committee's July 31, 2015 meeting for further discussion.

Option 1

The Miami Beach Teen Club moves to the Police Athletic League (PAL) building and the Flamingo Park After-School Program relocates to the Scott Rakow Youth Center (SRYC).

Number of Flamingo Park Participants Affected

- 175 children in the after-school program
- 287 children in the summer camp

Advantages

- The Miami Beach Teen Club has use of the PAL building and Flamingo Park to include:

fitness center, computer lab, tennis, outdoor basketball courts, swimming pool, office space, athletic fields, etc.

- Proximity of the PAL to Fienberg-Fisher for some of the pre-teens (middle school students).
- Space would not be an issue for SRYC to absorb the 175 after-school children from the Flamingo Park After-School Program.
- Integrity of the after-school program would not be compromised by the additional after-school children.

Challenges

- The SRYC would not be able to accommodate the 287 Flamingo Park Summer Camp participants. The SRYC currently has 326 children enrolled for traditional summer camp and the facility houses another 441 in specialty camps at various times throughout the summer. Maximum enrollment capacities would need to be set, which would place several children on waiting lists, or some specialty camps may be discontinued due to the lack of space.
- Parking at the SRYC is already a concern. Adding another 100+ children in the building would create a significant traffic bottleneck during pick-up times when swim classes, gymnastics, athletics and afterschool parents are all coming to the site at the same time.
- On rainy days, all children would have to remain indoors, which would create a concern with regards to space.
- At least 50% of the current Flamingo Park After-School Program parents do not have means for transportation and walk to the park.
- Transportation times from the schools (South Pointe Elementary, Fienberg-Fisher, and North Beach Elementary) to the sites would be increased given the current amount of buses and drivers we currently have to transport the children.
- The PAL is not in close proximity to Miami Beach Senior High School. Transportation would need to be provided for the teens from Miami Beach Senior High School and Fienberg-Fisher to the PAL. A drop-off route would need to continue for the teens that live in the North.

Option 2

The Miami Beach Teen Club moves to the Police Athletic League (PAL) building and the Flamingo Park After-School Program is absorbed by the Boys and Girls Club. *(Please note the Boys and Girls Club facility has not been completed. Staff has had initial conversations with the Executive Director of the Boys and Girls Club regarding possible partnerships; however, a formal conversation has not taken place as they are waiting to open their facility.)*

Number of Flamingo Park Participants Affected

- 175 children in the after-school program
- 287 children in summer camp

Advantages

- The Miami Beach Teen Club has use of the PAL building and Flamingo Park to include: fitness center, computer lab, tennis, outdoor basketball courts, swimming pool, office space, athletic fields, etc.
- Proximity of the PAL to Fienberg-Fisher for some of the pre-teens middle school students).

- The Boys and Girls Club and the City would not be in direct service competition.
- No location issues for the current Flamingo Park participants.
- Current Flamingo Park staff could be utilized in a variety of different capacities at different sites to offer new programs and activities.
- Current Flamingo Park buses and drivers are available to be used in different capacities.

Challenges

- The Boys and Girls Club may not have the capacity or willingness to accept the additional Flamingo Park participants.
- Parents who have formed bonds with the coaches through the years and have a deep appreciation for the Flamingo Park After-School Program may not want to enroll their children at the Boys and Girls Club.
- The PAL is not in close proximity to Miami Beach Senior High School. Transportation would need to be provided for the teens from Miami Beach Senior High School and Fienberg-Fisher to the PAL. A drop-off route would need to continue for the teens that live in the North.

Option 3

The Miami Beach Teen Club relocates to Miami Beach Senior High School.

Advantages

- Minimal transportation needs.
- Does not require dislocation of the other existing sites and programs.

Challenges

- Teens may not want to stay at the school site, which could result in a decrease in attendance.
- There would be a lack of space and rooms needed since the gymnasium and auditorium are not available for our use during the operational hours of the Teen Club.

Option 4

The Miami Beach Teen Club moves to the North Shore Park and Youth Center (NSPYC) and the current after-school program at NSPYC moves to Biscayne Elementary. *(Please note the Biscayne after-school program would be offered at no cost for participants the first year and remain free until the City becomes an approved provider through the MDCPS RFP process.)*

Advantages

- The Miami Beach Teen Club would have the use of the NSPYC to include: fitness center, gymnasium, computer lab, tennis, athletic fields, etc.
- Bussing the North Beach teens at the end of the day from 21st Street would cease.
- Fairway Park teens would relocate to NSPYC, thus freeing up Fairway Park for the neighborhood.
- Transportation for the after-school children from Biscayne Elementary would no longer be an issue.
- Ample space to run the after-school program with usage of the: field, cafetorium, classrooms, etc.
- Proximity of Biscayne Elementary to the neighborhood parks: Crespi, Tatum and

Stillwater.

- Possible Title I academic offerings by the school (e.g. homework assistance).

Challenges

- Transportation of the Fienberg-Fisher teens to NSPYC. (Best alternative may be to bus Fienberg-Fisher teens to Nautilus Middle School)
- The current after-school program at NSPYC has 317 children enrolled. If the program moves to Biscayne Elementary, those currently enrolled in the school's after-school program (approx. 150) would be combined with the NSPYC children totaling over 450 program participants.
- There will be an additional expense of $291,000 (operating and staff) for taking on the students currently enrolled in the school's program.
- There will be a drop in revenue if the program is free. $266,400 will be collected from the Children's Trust Grant; however, the potential $87,000 in registration fees would be lost.
- In order to service 450+ children, additional staff would need to be hired.
- It is possible that Biscayne Elementary may not agree with participants from Mater Beach Elementary and Treasure Island Elementary attending the program. (Participants from these two schools currently attend NSPYC)
- South and Mid Beach teens will need transportation to drop-off locations at the end of the program.

Option 5

Locate a site and build a new teen center. *An interim site will have to be identified to house the Miami Beach Teen Club during the design and construction of the new center.*

Advantages

- Relocation of the teens will be temporary until the center is completed (approx. 2-3 years).
- Facility would be built to have ample space for all necessary amenities.

Challenges

- Estimated construction cost for a new center is $3-5 million; however, the final cost is dependent on the amenities to be included in the scope of work and the potential for shared facilities, if built near or adjacent to an existing facility.
- Annual expense to staff and maintain the new facility has not been determined.
- An interim location will still need to be identified and secured before December 18th, 2015.

We have not listed locating a teen center in the new convention center. Given the square footage cost of the building, this would be an extremely expensive way to address the need. This option would also lack the recreational amenities desired and it may also conflict with events at the Miami Beach Convention Center.

JLM/JMT/JR/EV/CC

C: J. Mark Taxis, Assistant City Manager
John Rebar, Director, Parks and Recreation

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A REFERRAL TO THE JULY 31, 2015 NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE MEETING TO DISCUSS AMENDING CHAPTER 74 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "PEDDLERS AND SOLICITORS," BY AMENDING ARTICLE III, ENTITLED "PANHANDLING ON PUBLIC PROPERTY," TO PROVIDE ADDITIONAL AREAS WHERE PANHANDLING IS PROHIBITED; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

City staff has received a significant increase in complaints about panhandling along the Washington Avenue corridor and other areas of the City. City staff, including Police and the Homeless Outreach Team, has worked collaboratively to ensure that additional outreach engagement has targeted the homeless along this corridor

For the past year, staff has explored a variety of strategies to address homelessness and panhandling. We have instituted several strategies including:

- adding midnight and 3am joint outreach missions between Police and the Homeless Outreach Team;
- opening the homeless walk-in center one hour earlier to 7:30am;
- increasing the frequency of shelter placements to twice daily to reduce wait time for those seeking shelter;
- promoting the posting of "no trespass" signage on public and private properties to enable after-hours enforcement;
- removing environmental factors that encourage congregation (i.e. installing bench dividers, moving benches away from entrances to parks, etc.);
- training staff to pursue Marchman Act and ex parte court petitions for those homeless persons with disabling mental health and addiction issues; and
- expanding the number and locations of emergency shelter beds.

As part of its ongoing efforts to identify and implement new strategies to address these issues, the City is reviewing the City of Miami's ordinance creating no panhandling zones. This initiative, which prohibits panhandling in clearly delineated areas that have been identified as vital economic areas, has shown a dramatic reduction in panhandling in areas that had been previously impacted adversely by panhandling, including the Downtown Business District. Interestingly enough, many of the current panhandlers on Washington Avenue reported to our Homeless Outreach staff that they previously panhandled in the Miami area.

The Miami ordinance does not forbid panhandling, which is protected speech, but rather regulates where panhandlers can operate, identifying the boundaries of vital economic areas (reinforced with signage). Were the City to proceed to draft a similar ordinance, we would seek to identify those areas

Agenda Item C4B
Date 7-8-15

vital to our tourism-based economy, which are nationally and internationally recognized as premier tourist destinations. When panhandlers approach pedestrians in our heavily traveled, tourism-friendly areas, pedestrians are often forced to respond by stepping into moving traffic or otherwise sidestep from their original path in order to avoid confrontation. As they sidestep panhandlers and try to avoid stepping into the street, our visitors are missing storefronts and the opportunity to visit our merchants.

It should be noted that the regulations that would be set forth in a proposed City ordinance would be narrowly tailored to address and curb the problems unique to our economically vital areas. More importantly, the City will continue its ongoing efforts to engage the homeless, and offer shelter and other support services to end their personal homelessness.

The referral to the Neighborhoods/Community Affairs Committee will enable discussion of the proposed changes ordinance.

JLM/KGB/MLR

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy L. Morales, City Manager
FROM: Joy V. W. Malakoff, Commissioner
DATE: June 24, 2015
SUBJECT: Referral to the Land Use and Development Committee: Discussion on a proposed Ordinance Amendment to modify the minimum front and side setback, and minimum pervious area requirements for single family homes, as well as simplifying the regulations pertaining to the calculation of unit size and lot coverage.

Please place the above item on the July 8, 2015 City Commission Consent Agenda.

If you have any questions, please contact me at extension 6622.

JVWM

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE – DISCUSSION PERTAINING TO MAIN USE PARKING STRUCTURE HEIGHT LIMITS ON TERMINAL ISLAND**

ADMINISTRATION RECOMMENDATION

Refer the item to the Land Use and Development Committee for consideration and recommendation.

BACKGROUND / ANALYSIS

The Administration has met with representatives of Fisher Island regarding a proposed main use parking structure that has been approved on Terminal Island. Fisher Island is seeking to increase the overall height of the parking structure in order to accommodate its own employees, as well as the Coast Guard and overflow parking associated with the City's vehicle maintenance operation.

Currently, the City Code only permits parking structures up to 40 feet in height on Terminal Island, which is zoned I-1 (Light Industrial). Fisher Island would like to explore a potential code change to allow for additional height related to main use parking structures.

CONCLUSION

The Administration recommends that the Mayor and the City Commission refer this item to the Land Use and Development Committee for consideration and recommendation.

JLM/TRM

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Agenda Item C4D

Date 7-8-15

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy L. Morales, City Manager
FROM: Deede Weithorn, Commissioner
DATE: June 29, 2015
SUBJECT: Referral to Sustainability & Resiliency Committee regarding green roofs.

Please place on the July 8, 2015 City Commission agenda.

If you have any questions, please contact me at extension 6528.

Layda Hernandez
On behalf of Commissioner Weithorn

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OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy L. Morales, City Manager
FROM: Joy V. W. Malakoff, Commissioner
DATE: July 1, 2015
SUBJECT: A referral to the LUDC to discuss additional height in the Alton Road Parking District for projects that provide structured parking

Please place the above item on the July 8, 2015 City Commission Consent Agenda.

If you have any questions, please contact me at extension 6622.

JVWM

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C6

COMMISSION COMMITTEE REPORTS

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE MEETING ON JUNE 3, 2015

The agenda is as follows:

NEW BUSINESS

1. **General Fund CSL Update and Proposed Millage Rate**

ACTION

The Committee recommended staff bring this item back to the July 1st budget meeting. Direction was provided to reduce the General Fund's projected surplus of $3.6 million by reducing the combined millage rate halfway to the goal ($1.1 million) and leaving $2.5 million in surplus for potential enhancements.

2. **Review of Proposed Capital Budget**

ACTION

The Committee recommended staff bring this item back to the next budget meeting noting the following changes:

- **Go back to the Renewal and Replacement accounts and back out the 4 projects determined to not qualify for R&R funds and use those funds of approximately $500,000 for dedicated pavement funding.**
- **Any additional funds for PayGo will be treated as an enhancement in the budget process.**

3. **Proposed Uses of Law Enforcement Trust Funds**

ACTION

The Committee recommended accepting the proposed Confiscation Budget for the fiscal year 2015/16 uses of Law Enforcement Trust Funds.

Agenda Item C6A
Date 7-8-15

OLD BUSINESS

4. **Discussion Regarding The Live Nation Management Agreement For The Jackie Gleason Theater**

ACTION

The Committee recommended moving forward with the proposed agreement noting the changes listed in the chart below adding that there be a rent waiver (and for other fixed cost) when the building is closed due to construction/demolition of the Jackie Gleason room and hotel subject to review by the City Attorney and Live Nations' attorneys.

2015		Projected	Notes			
Req. City Distribution	$	1,171,659				
Chilled Water Credit	$	(164,000)				
Subtotal	***$***	***1,007,659.00***				
Backstage Demo Credit			*Projected Direct Revenue Loss from Loss of Rehearsal Hall*	*$ (192,000)*	*Projected Revenue Loss if 1 of 3 events that use Rehearsal Hall in addition to rest of facility*	*$ (50,000)*
	$	(250,000)				
Total	**$**	**757,659**				
	Add'l Revenue Potential					
Bottle Service	$	36,000				
Parking Revenue	$	65,000				
Revenue Total	***$***	***101,000***				

5. **Discussion Regarding Flooding and Sea Rise Regarding The 2015-2016 Storm Water Utilities Methodology**

ACTION

The Committee recommended moving forward with AECOM to work on the ERU's for the City of Miami Beach. After finishing that project, they are to work on the impact fees with a completion date that's no later than November or December. The Committee also requested that a budget be provided on what these services will cost when brought before the Commission.

NEW BUSINESS

6. **Discussion Regarding the Convention Headquarter Hotel Lease**

ACTION

The Committee recommended moving forward the proposed lease as administration progresses with its final negotiations with Portman pursuant to Resolution No. 2015-29029.

7. **Discussion Regarding A Resolution Approving The Term Sheet Attached And Incorporated As Exhibit "A" To This Resolution, And Authorizing The City Attorney's Office To Negotiate A Purchase And Sale Agreement (PSA) Between The City And 8701 Collins Development, LLC ("8701") For The Sale Of The City Property Located At 226 87 Street To 8701 (City Parcel), And To Develop Both The City Parcel And 7925 Collins Avenue (The "8701 Parcel") Under A Unified Development Project (The "Project"); Which PSA Will Include The Design, Development And Construction Of The Project, At 8701's Sole Cost And Expense, A Main Use Parking Garage, Which Shall Include (I) Commercial Uses Such As Spa, Restaurants, And Similar Uses; (II) One Or More Levels Of Parking Garage Directly Above The First Floor, Including Mechanical Parking Elements With Valet Service; (Except For The City Unit); (III) Approximately 12,000 Square Feet Of Retail On The First Floor; And (IV) A City Municipal Parking Condominium Unit (The "City Unit") Of 75 Parking Spaces Which May Be Located In The Basement; And Pursuant To Section 82-37 Of The City Code, Directing The City Manager To Transmit The Term Sheet And Draft PSA To The Finance And Citywide Projects Committee For Review Prior To City Commission Final Approval Of The PSA; And The Term Sheet And Draft PSA Shall Also Be Reviewed By The Planning Board As Required By Section 1.03(B)(4) Of The City Charter**

ACTION

The Committee recommended having this item go to Land Use Committee to review the revised LDR amendments proposed in conjunction with the proposed project and term sheet. The item may then go to the City Commission with the updated appraisal and updated term sheet.

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **LAND USE AND DEVELOPMENT COMMITTEE MEETING OF JUNE 17, 2015**

A Land Use and Development Committee meeting was held on June 17, 2015. Land Use Committee Members in attendance were Commissioners Joy Malakoff and Ed Tobin. Members from the Administration, including, Joe Jimenez, Thomas Mooney, Jose Gonzalez, Raul Aguila, Eve Boutsis, Eric Carpenter, Michael Belush, Carmen Sanchez and Rogelio Madan, as well as members of public, were also in attendance. Please see the attached sign-in sheet.

The meeting was called to order at 3:06 PM.

1. DISCUSSION ON POSSIBLE AMENDMENTS TO CHAPTER 6 AND CHAPTER 142 OF THE CITY CODE.
(CONTINUED FROM THE MAY 27, 2015 LUDC MEETING
SPONSORED BY COMMISSIONER JONAH WOLFSON
SEPTEMBER 10, 2014 CITY COMMISSION MEETING, ITEM C40)

MOTION: Continued to July 29, 2015 by Acclamation.

2. UPDATE ON NORTH BEACH OVERLAY DISTRICTS.
(RETURNING FROM THE DECEMBER 10, 2014 LUDC MEETING
SPONSORED BY JOY MALAKOFF
MAY 21, 2014 CITY COMMISSION MEETING, ITEM C4B)

AFTER-ACTION:
Thomas Mooney introduced the item.

MOTION: No further action required unless re-referred.

3. ESTABLISH A WASHINGTON AVENUE TASK FORCE. DISCUSSION REGARDING THE CREATION OF A PROCESS AND CRITERIA FOR PARKLET APPLICATIONS.
(CONTINUED FROM THE MAY 27, 2015 LUDC MEETING
SPONSORED BY COMMISSIONER JOY MALAKOFF
APRIL 29, 2015 CITY COMMISSION MEETING, ITEM R9A # 8)

AFTER-ACTION:

Agenda Item C6B
Date 7-8-15

Thomas Mooney introduced the item.
Jose Gonzalez provided information regarding Parklets.
Saul Gross addressed the Committee regarding the Washington Avenue Blue Ribbon Panel's recommendation to encourage Parklets and sidewalk cafés. It was indicated that while the Panel supported bike lanes, Parklets were a greater priority.
Commissioner Malakoff described the need to reduce the speed limits on Washington Avenue to 25 mph and the need for bike lanes.

MOTION: 2-0 (ET/JM)
Refer the item to the full commission

4. DISCUSSION REGARDING A MODIFICATION TO SECTION 142-108 OF THE LAND DEVELOPMENT REGULATIONS IN ORDER TO ELIMINATE ANY CONFLICT WITH THE FLORIDA BUILDING CODE.
(CONTINUED FROM THE MAY 27, 2015 LUDC MEETING SPONSORED BY COMMISSIONER JOY MALAKOFF MAY 6, 2015 CITY COMMISSION MEETING, ITEM C4B)

AFTER-ACTION:
Thomas Mooney introduced the item.

MOTION: 2-0 (ET/JM)
Refer the item to the Planning Board with a favorable recommendation

5. DISCUSSION REGARDING AECOM'S PROGRESS ON THE DEVELOPMENT OF THE CITY'S COMPREHENSIVE RESILIENCY PROGRAM.
(CONTINUED FROM THE MAY 27, 2015 LUDC MEETING SPONSORED BY COMMISSIONER MICHAEL GRIECO MAY 6, 2015 CITY COMMISSION MEETING, ITEM C4F)

AFTER-ACTION:
Consultants from AECOM provided an update on the development of a Resiliency Program.
Commissioner Tobin expressed concerns over the price of the study and over the qualifications of the consultants.
Members of the Public addressed the Committee.
Commissioner Tobin requested that AECOM employees work closely with the Planning Department in order to allow for cross training.

MOTION: No further action required unless re-referred.

6. DISCUSSION REGARDING THE PROVISION OF RENEWABLE ENERGY SOURCES IN NEW CONSTRUCTION PROJECTS.
(CONTINUED FROM THE MAY 27, 2015 LUDC MEETING SPONSORED BY COMMISSIONER MICKY STEINBERG MAY 6, 2015 CITY COMMISSION MEETING, ITEM C4H)

MOTION: Continued to July 29, 2015 by Acclamation.

7. SIDEWALK CAFÉ OCEAN DRIVE UMBRELLAS
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82, ENTITLED "PUBLIC PROPERTY,"

ARTICLE IV, ENTITLED "USES IN PUBLIC RIGHTS-OF-WAY," DIVISION 5, ENTITLED "SIDEWALK CAFES," SUBDIVISION 2, ENTITLED "PERMIT," BY CREATING SECTION 82-389, ENTITLED "ADDITIONAL MINIMUM STANDARDS, CRITERIA, AND CONDITIONS FOR OPERATION OF SIDEWALK CAFES ON OCEAN DRIVE BETWEEN 5TH STREET AND 15TH STREET" TO PROVIDE MINIMUM STANDARDS FOR UMBRELLAS AND AWNINGS, REQUIRE REGULAR MAINTENANCE OF UMBRELLAS, AND PROVIDE PROHIBITIONS; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

(CONTINUED FROM THE MAY 27, 2015 LUDC MEETING
SPONSORED BY CITY COMMISSION
MAY 20, 2015 CITY COMMISSION MEETING, ITEM R5B)

AFTER-ACTION:
Commissioner Malakoff expressed support for establishing minimum standards for umbrellas on Ocean Drive, and expressed concerns over bolting umbrellas to the sidewalks.
Jeff Oris described the wishes of the Ocean Drive Task Force.
Members of the public addressed the committee.

MOTION: Continued to July 29, 2015 by Acclamation.

8. **a) DISCUSSION TO REVIEW THE FOLLOWING ORDINANCES: 1) SIGNAGE REGULATIONS WITHIN 250 FEET OF NSOP; AND 2) PARKING REGULATIONS WITHIN 250 FEET OF NSOP.**

(SPONSORED BY COMMISSIONER DEEDE WEITHORN
JUNE 10, 2015 CITY COMMISSION MEETING, ITEM C4A)

8. **b) DISCUSSION RELATED TO THE DEVELOPMENT NEAR NORTH SHORE OPEN SPACE PARK, THE REZONING OF 226 87 TERRACE, AND REVISIONS TO THE PARKING LAND USE DESIGNATION.**

(SPONSORED BY VICE-MAYOR JONAH WOLFSON
JUNE 10, 2015 CITY COMMISSION MEETING, ITEM C4L)

MOTION: Continued to July 29, 2015 by Acclamation.

9. **DISCUSSION REGARDING THE REVIEW OF ALL PLANNING FEES, INCLUDING FEES ASSOCIATED WITH PLANS REVIEW, BOARD APPLICATIONS AND OTHER MINISTERIAL FUNCTIONS.**

(SPONSORED BY COMMISSIONER JOY MALAKOFF
JUNE 10, 2015 CITY COMMISSION MEETING, ITEM C4C)

MOTION: Continued to July 29, 2015 by Acclamation.

10. **DISCUSSION REGARDING THE INCORPORATION OF GREEN ROOFS IN FUTURE BUILDING PROJECTS.**

(SPONSORED BY MICHAEL GRIECO
JUNE 10, 2015 CITY COMMISSION MEETING, ITEM C4D)

AFTER-ACTION:
Elizabeth Wheaton introduced the item and detailed criteria for incentivizing Green roofs.

Commissioner Tobin described the need to protect trees and improve the tree canopy and the need for incentives to encourage green infrastructure.

MOTION: No further action required unless re-referred.

11. DISCUSSION REGARDING GRADE ELEVATIONS FOR NEW CONSTRUCTION.
(SPONSORED BY CITY COMMISSION
JUNE 10, 2015 CITY COMMISSION MEETING, ITEM C4E)

AFTER-ACTION:
Eric Carpenter introduced the item.
Thomas Mooney discussed the applicability of the ordinance.
Eve Boutsis had concerns over the effect of the Ordinance on private property
The committee requested that a more detailed Ordinance be provided before making a recommendation.

MOTION: Direct staff to prepare a draft Ordinance and continue to July 29, 2015 by Acclamation.

12. DISCUSSION REGARDING A MODIFICATION TO THE NOTICE PROCEDURES FOR QUASI-JUDICIAL APPLICATIONS BEFORE HISTORIC PRESERVATION BOARD, BOARD OF ADJUSTMENT, PLANNING BOARD, AND DESIGN REVIEW BOARD.
(SPONSORED BY COMMISSIONER DEEDE WEITHORN
JUNE 10, 2015 CITY COMMISSION MEETING, ITEM C4F)

MOTION: Continued to July 29, 2015 by Acclamation.

13. DISCUSSION REGARDING TRAFFIC STUDIES.
(SPONSORED BY COMMISSIONER MICKY STEINBERG
JUNE 10, 2015 CITY COMMISSION MEETING, ITEM C4H)

MOTION: Continued to July 29, 2015 by Acclamation.

14. PROPOSED REVISIONS TO CHAPTER 126 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, PERTAINING TO LANDSCAPING AND MINIMUM STANDARDS FOR THE LANDSCAPING OF PRIVATE PROPERTIES AND ADDING A REQUIREMENT FOR A TREE SURVEY PRIOR TO THE ISSUANCE OF A DEMOLITION PERMIT.
(SPONSORED BY COMMISSIONER JOY MALAKOFF
JUNE 10, 2015 CITY COMMISSION MEETING, ITEM C4I)

AFTER-ACTION:
Thomas Mooney introduced the item.
Commissioner Malakoff requested solutions for expanding the canopy.
Commissioner Tobin described the need to allow the urban forester to strengthen the protection of trees.

MOTION: 2-0 (ET/JM)
Motion to direct staff to prepare an Ordinance and continue the item to July 29, 2015

15. AMENDMENT TO CHAPTER 130 OF THE LAND DEVELOPMENT REGULATIONS TO MODIFY MINIMUM REQUIREMENTS FOR OFF STREET LOADING SPACES. (SPONSORED BY COMMISSIONER DEEDE WEITHORN JUNE 10, 2015, ITEM C4J)

AFTER-ACTION:
Thomas Mooney introduced the item.

MOTION: 2-0 (ET/JM)
Motion to prepare an ordinance for the July 29, 2015 meeting.

16. DISCUSSION: LEGAL OPINION CONCERNING WHETHER A VACANCY ON THE HISTORIC PRESERVATION BOARD RENDERS THE BOARD IMPROPERLY CONSTITUTED AND WITHOUT POWER TO ACT, AND TO DISCUSS AN AMENDMENT TO SEC.2-22(21) TO REQUIRE THE MAYOR AND CITY COMMISSION TO FILL BOARD VACANCIES WITHIN 90 DAYS; AND PROPOSED CHARTER AMENDMENT THAT WOULD ALLOW LANDSCAPE ARCHITECTS AND ARCHITECTS THAT SIT ON LAND USE BOARDS THE ABILITY TO LOBBY CITY BOARDS, OTHER THAN THE ONE THEY ARE A MEMBER OF. (SPONSORED BY VICE-MAYOR JONAH WOLFSON AND COMMISSIONER JOY MALAKOFF JUNE 10, 2015 CITY COMMISSION MEETING, ITEM C4M)

AFTER-ACTION:
Raul Aguila introduced the item.
Commissioner Malakoff expressed concerns over the difficulty in filling vacancies on Land Use Boards.
Members of the public addressed the Committee.

MOTION: 2-0 (ET/JM)
Recommend that the resolution regarding a proposed Charter Amendment be transmitted to the City Commission at its July 8, 2015.

MOTION: Continue the discussion on the legal opinion regarding Historic Preservation Board vacancies to July 29, 2015 meeting by Acclamation.

17. DISCUSSION REGARDING AMENDING THE CITY CHARTER AND CITY CODE TO PROVIDE THAT, INSTEAD OF THE BOARD OF ADJUSTMENT, THE CHIEF SPECIAL MASTER SHALL HEAR AND DECIDE APPEALS FROM, AND REVIEW, ANY ORDER, REQUIREMENTS, DECISION OR DETERMINATION MADE BY AN ADMINISTRATIVE OFFICIAL CHARGED WITH THE ENFORCEMENT OF THE ZONING ORDINANCE OF THE CITY OF MIAMI BEACH. (SPONSORED BY VICE MAYOR JONAH WOLFSON) JUNE 10, 2015 CITY COMMISSION MEETING, ITEM R9L)

AFTER-ACTION:
Raul Aguila introduced the item.
Frank DelVecchio addressed the Committee.

MOTION: Continued to July 29, 2015 by Acclamation.

Meeting adjourned at 4:56 p.m.

JLM/JMJ/TRM/RAM
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LAND USE AND DEVELOPMENT COMMITTEE MEETING
June 17, 2015
City Commission Chambers

Attendance Sheet

NAME	CONTACT NUMBER	I WISH TO RECEIVE THE AGENDA ELECTRONICALLY	E-MAIL ADDRESS
1. DAVID KELSEY			@
2. Graham Penn	305 318 5300		@
3. Edward Mas	305 604 1999		@
4. Anselmo Hernandez	305-790-7892		@
5. Marty Arrighi	786 554 4865		@
6. Catherine Arrighi	305 761 9000		@
7. Jose Felix Diaz	305 755-5523	Yes	jose.diaz @ akerman.com
8. Tom McGowan	772-260-8370		tom.mcgowan @ AECOM.com
9. FRANK DELVECCHIO	305 672 2486		fdelvecchio @ atlanticbb.net
10. Josh Wallack	786 246 2621	Yes	JTW @ mrayes.com
11. Saul Gross	305-321-0599	Yes	saul @ stream-line.com
12. Micky Marrero	305.377-6238	Yes	mmarrero @ brzoninglaw.com
13. Eric Zichella	786 401 4000		ez @ P3MIAMI.com
14 Ralph Mollie	305 531-9511		@
15.			@
16.			@
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MIAMIBEACH

OFFICE OF THE CITY MANAGER

COMMISSION MEMORANDUM

TO: Mayor and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: REPORT OF THE JUNE 24, 2015 SUSTAINABILITY AND RESILIENCY COMMITTEE

A meeting of the Sustainability and Resiliency Committee was held on Wednesday, June 24, 2015, in the Commission Chambers, 3rd Floor of City Hall. Commissioners in attendance: Commissioner Michael Grieco, Commissioner Micky Steinberg, Commissioner Deedee Weithorn and Commissioner Joy Malakoff. Members from the administration and the public were also in attendance

Meeting was called to order at 5:07 PM

OLD BUSINESS

1. **Mayor's Blue Ribbon on Flooding and Sea Level Rise Update**

AFTER-ACTION:
Bruce Mowry, City Engineer, presented the item. He provided an update of the last meeting of the Mayor's Blue Ribbon Panel. Mr. Mowry reported that pump stations would be installed at 23rd street and at Crespi Blvd. He added that as streets are being raised, trees have also been impacted due to difficulties that have been encountered with designing around them. He expressed his concern over the length of time that streets are being kept closed but that the local residents have been very optimistic of the outcome.

Commissioner Steinberg asked how many pumps would be added to Palm and Hibiscus Islands. Mowry responded that four in total would be put in place, two per location.

MOTION: No further action taken.

2. **Sustainability Committee Update**

AFTER-ACTION:
Dave Doebler, Sustainability Committee Chairman presented the item. He provided an update of the May 28, 2015, Sustainability Committee Meeting.

Commissioner Grieco asked Eric Carpenter, Director of Public Works about the storm drain grates pilot program. Mr. Carpenter responded that Mike Alvarez, Public Works Operations, was content with the results of the pilot program but that the City has not had any major storms since its installation to properly determine whether the grates would slow down water flow. He added that despite that fact, he is willing to expand the program at the Commission's request. He concluded that if used and maintained properly, the program could be successful.

MOTION: No further action taken.

3. **Discussion Regarding the Provision Of Renewable Energy Sources In New Construction Projects.**
Commission Item C4G, April 15, 2015
(Requested by Commissioner Steinberg)

MOTION: Item deferred to the July 22, 2015 meeting.

4. **Referral Regarding the Citywide Prohibition of Polystyrene.**
Commission Item C4L, May 6, 2015
(Requested by Commissioner Grieco)

AFTER-ACTION:
Debora Turner, First City Attorney presented the item. She stated that at the last meeting, the City Attorney's office was given direction to create an ordinance that regulates and bans food service providers and stores from selling or providing expanded polystyrene items such as plates, cups, bowls, coolers, and ice chests. Under this prohibition, prepackaged food would be exempt as well as food items that are stored such as meat, fish, and poultry. A section in the ordinance outlines that non-profit organizations would be exempt. She added that enforcement would have a three phased approach. The first six months would be an educational campaign or program. The following six months would be a warning period in which written warnings would be distributed. The final phase would take place when a final effective date is determined where fines would be given. She noted that as per Commissioner Grieco's request, coolers and ice chests would be immediately enforced. Ms. Turner concluded that educational programs could be overseen by the Code Compliance Department or the Environment and Sustainability Division.

Elizabeth Wheaton, Assistant Building Director, added that education could be presented through various media outlets such as social media, MB Magazine, MBTV, and advertising through bus shelters.

Commissioner Weithorn inquired on whether hospitals would fall under this ordinance. Raul Aguila, City Attorney clarified that if the hospital is a non-profit entity, the exemption within the ordinance would also apply to them and that private hospitals would be required to follow the prohibition. Commissioner Weithorn requested that research be conducted as to why hospitals are such big users of Styrofoam. Commissioner Grieco added that he does not want to exempt for profit hospitals.

Mr. Aguila stated that the City Attorney's office recommends a small ramp up period for coolers and ice chests so that businesses could be given the chance to deplete their current inventory. Commissioner Grieco added that he suggested adding a 60 day ramp up period to the ordinance. Mr. Aguila inquired on whether Commissioner Grieco would like to include an amendment to exempt hospitals.

Members of the public addressed the committee.

MOTION: The Committee referred the Ordianance to the City Commission with a favorable recommendation. Motion made by Commissioner Grieco, seconded by Commissioner Steinberg.

NEW BUSINESS

5. **Referral Regarding The Endorsement Of The Floridians For Solar Choice Ballot Initiative**
Commission Item C4G, May 6, 2015
(Requested by Commissioner Grieco)

AFTER-AFTION:
Commissioner Grieco presented the item. He stated that the title to the item must be revised to: "*Resolution of the Mayor and City Commission encouraging Florida legislature to remove barriers from customer sited solar power*". He added that the concept behind this item is that there is a ballot initiative in which Miami Beach would be one of several cities in the county that would pass a resolution supporting solar power and the idea of recycling and reusing. He stated that there are a couple of properties in the city that are off the grid and that a poll was taken in which 70-75% of residents in the state are in favor of this initiative.

Commissioner Weithorn stated that she is not in favor of the ballot initiative and agrees with a more generic approach. She stated that although solar power is a good alternative, the option of paying for electricity should also be provided. Commissioner Grieco added that increasing solar power generation could be developed in residential areas or that that the City could become a provider if it's placed within a City building. He concluded that he wants legislature to give solar power providers the opportunity to offer this option. This item would align with the Mayor's goal to make the City of Miami Beach a greener city.

MOTION: Item referred to City Commission without including Attachment A: The solar power fact sheet. Motion made by Commissioner Weithorn, seconded by Commissioner Steinberg.

6. **Referral Regarding The Incorporation of Green Roofs In Future Building Projects.**
Commission Item C4D, June 10, 2015
(Requested by Commissioner Grieco)

Margarita Wells, Environmental Resources Manager, presented the item. She explained that green infrastructure is the utilization of natural elements such vegetation and other natural process within manmade structures. She continued by explaining that green roofs function similarly. The implantation of a membrane with soil and vegetation would allow for the capturing of storm water that hits roofs around the city. Other benefits include creating habitats, improving air quality, lowering temperatures and increase the overall canopy percentage within the City. She stated that in her research, she has not found cities that have made green roofs a requirement for new development but that incentives have been established in order to promote it. An example of these incentives include having green roofs count towards stormwater management requirements. She added that this could be tied into the LEED ordinance that is currently being developed.

Commissioner Malakoff requested that staff take into account historic properties. Green roofs could potentially become a concern in terms of weight and inadequate water proofing can impact older buildings.

Commissioner Grieco clarified that the goal is to incentive this item. He said that creating a LEED ordinance would serve as an extension of LEED silver and gold but with specific standards that would align with Miami Beach's needs which often differ from the needs of other municipalities. A Miami Beach point system requirement would take into account and prioritized stormwater management as well as green roofs.

Commissioner Weithorn inquired about whether staff has research other cities similar to Miami Beach with regard to what they have done with green roofs. She added that it is necessary to take into consideration how susceptible properties are to mold. She asked that staff research into the possibility of providing financial incentives by lowering stormwater management fees for those that recycle stormwater.

MOTION: Item continued to July 22, 2015 Meeting.

7. **Referral Designating A Department Or Specific Employees to Develop And Oversee Sounds And Comprehensive Policy Regarding Climate Change**
Commission Item C4G, June 10, 2015
(Requested by Commissioner Tobin)

MOTION: Item deferred to the July 22, 2015 meeting.

8. **Discussion Regarding Making the Urban Forest A City of Miami Beach Priority.**
Commission Item R9P, June 10, 2015
(Requested by Commissioner Tobin)

AFTER-ACTION:
The item was presented by Mark Taxis, Assistant City Manager. He stated that the City Manager has made the urban forest and the City's canopy a priority. To help accomplish this vision, the Greenspace Division was placed within Public Works in order to have them become more involved within the development of projects. He added that an example of the need for Greenspace within the decision making process could be seen in South of Fifth neighborhood in which gumbo limbo trees were placed in locations that were not planned thoroughly. He added that the process to remove trees and obtain a tree removal permit has been reassessed so that trees are only removed if no other option can be found.

Eric Carpenter added that historically, the City has had challenges with tree canopy maintenance but that it is slowly moving in a positive direction. He added that a tree inventory will be completed this year in addition to a tree master plan. Once the tree inventory is completed, this will allow the Greenspace Division to know whether the City can reach the 30% tree canopy with just public spaces or if the involvement of the private sector will be needed. The private sector is known for not wanting to increase their tree canopy and that passing the tree ordinance has helped provide the city with some leverage with these issues.

Commissioner Malakoff added that pervious ground should be taken into consideration when also building single-family homes. The lack of urban foresty in certain areas has resulted in an increase in flooding. She added that she will refer this concern to the next commission meeting and that an educational campaign should be initiated within the private sector to help lessen these problems.

Commissioner Weithorn stated that the tree master plan should include the planting of larger trees instead of saplings and that a minimum size should be added. She suggested that the City could enter into a purchasing agreement with local nurseries to reserve larger trees to be used for City projects.

Commissioner Malakoff inquired about tree giveaways to help encourage private properties to plant trees. Eric Carpenter responded that an adopt-a-tree event can be established to further

promote urban forestry.

MOTION: No further action taken.

Meeting adjourned at 6:08 PM

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OFFICE OF THE CITY MANAGER

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 30, 2015

SUBJECT: REPORT OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE (NCAC) MEETING ON FRIDAY, JUNE 26, 2015

A meeting of the Neighborhood/Community Affairs Committee was held on Friday, June 26, 2015 at 2:00pm in the Commission Chamber, 3rd Floor of City Hall. Commissioners in attendance: Commissioners Michael Grieco, Joy Malakoff, Micky Steinberg and Ed Tobin. Members from the Administration and the public were also in attendance.

THE MEETING OPENED AT 2:08 P.M.

1. **Status Report Regarding Creating A Community Vegetable Garden Through Our Parks & Recreation Program For Miami Beach Elderly In Our Senior Centers; To Include Regular Transportation To The Garden.**
   Commission Item C4K, December 11, 2013
   (Requested by Commissioner Tobin)

   AFTER-ACTION
   John Rebar, Parks and Recreation Director, presented this item. John Rebar said the Department of Parks and Recreation surveyed the seniors to gauge the interest of a community vegetable garden and received a positive response. On June 18th, the city kicked off a senior gardening program, and had 11 participants. John Rebar said that Parks and Recreation will host this program twice a month, with a series of activities and small local field trips. Parks and Recreation is already making one adjustment to the program and will now also have a Spanish speaking city employee present for the activities.

   NO ACTION TAKEN.

2. **Discussion Regarding The Possible Appointment Of A Liaison To The 41st Street Corridor.**
   Commission Item C4H, October 16, 2013
   (Requested by Commissioner Tobin)

   AFTER-ACTION
   Eric Carpenter, Public Works Director, presented this item. Eric Carpenter said the item was referred six months ago, at which time Miami Beach resident Kaylee Alayon was appointed as the liaison to the 41st street corridor. Eric Carpenter informed the

Agenda Item C6D
Date 7-8-15

commission that Public Works conducted a survey that went out to 41st street business and property owners, and received 50 responses. Some of the areas of concern are trash and litter control, parking availability for customers, and alley conditions. Eric Carpenter said the survey participants also provided Public Works with some concepts for the short and long term in order to improve the area. Some of those concepts for the short term include: Code enforcement issues; Maintenance standards of buildings; Flyers; Alleys and dumpsters; Parking issues; Painting of curbs; Street lights; Lifting bricks on sidewalks; Property management; and greenspace. Eric Carpenter said that some long term concepts include the placement of recycling containers along 41st street. According to the survey, both the perception of the city's response time and the city employees were good.

RECOMMENDATIONS: Commission Steinberg suggested that Public Works ensure there is a trash can on every block. Commissioner Tobin suggested that Kaylee Alayon work in conjunction with her supervisor to figure out what 41st street needs and have Eric Carpenter push for these requests on the budget.

DIRECTION: To be brought back at the September 18th NCAC meeting with an update.

3. **Discussion Regarding The Lack Of Availability Of Public Parking At 46th Street And Collins Avenue.**
Commission Item C4O, February 11, 2015
(Requested by Commissioner Steinberg)

AFTER-ACTION
Saul Frances, Parking Director, presented this item. Saul Frances said that the Parking Department implemented some strategies last year which gave the city some levels of short term relief, but a garage would provide long-term relief. He said there are periods during the year where there is a significant demand for parking.

Commissioner Tobin said that the committee would prefer not to build another structure if it was not completely necessary. Saul Frances referred to the Walker Parking Study, which was snapshot of three days in the week, which showed that the parking was filled beyond 85 percent at all times. He said that October to April have a very high demand for parking.

Commissioner Grieco asked if the study took into account the people who were parking in the lot, such as day-trippers or residents. He said he would not prefer to obscure the view by building another structure. Saul Frances said that hotel employees who work in that area were relocated to parking elsewhere. Saul Frances said that if there were employees who were parking in that lot, they would be paying a flat $20 fee. He also said there is a flat $6 fee for residents.

RECOMMENDATION: Commissioner Tobin asked Saul Frances to bring in the data on the need for parking spots. Commissioner Grieco asked Saul Frances to tabulate how many residents have parked there over a period of time and come up with a conservative number. Assistant City Manager Kathie Brooks suggested the department conduct some research regarding the U.S. Army Corps of Engineers their public access requirement to the beaches.

DIRECTION: To be brought back to the July 31st NCAC meeting.

4. **Discussion Regarding Status of Beach Chair Lock Boxes For Valuables.**
Commission Item C4P, February 11, 2015
(Requested by Commissioner Tobin)

AFTER-ACTION
Max Sklar, Tourism, Culture, and Economic Development Director, presented this item. Adam Cerdati represented the Boucher Brothers. Max Sklar said the Police Department requested the lock boxes be moved further east to make them more accessible. Commissioner Grieco said that the trailer lockers were not very effective, and Max Sklar said that there would be better locations for them on the 21st street beach.

Max Sklar noted some challenges, such as the manufacturing of the lock boxes, man power required for training patrons on how to use them, and issues with the lock boxes when they were returned. Adam Cerdati said that the Boucher Brothers and the beach patrons liked the product, noting that they felt the items were secure. Adam Cerdati said that five dollars is the most accepting price point. Adam Cerdati said some challenges which were consistent with those that Max Sklar mentioned, and said that they already have about 500 locks which are "wear outs" and no longer in use.

Adam Cerdati said they would like to conduct a study with a lock that has a new feature, which will come out in 90 days. Adam Cerdati said that this new product would help overcome the hurdles.

RECOMMENDATION: Commissioner Tobin asked Max Sklar to find out if there is signage which informs beachgoers not to leave their valuables unattended.

DIRECTION: To be brought back to the July 31st NCAC meeting.

5. **Discussion Regarding Bicycle Parking Locations And Adding Attractive Bike Racks Throughout The City.**
Commission Item C4H, July 23, 2014
(Requested by Commissioner Malakoff)

AFTER-ACTION
Jose Gonzalez, Transportation Director, presented this item. Jose Gonzalez said the Transportation Department has been working with the Planning Department on his item for a few months, and have come up with a few designs and themes. Jose Gonzalez said he plans on bringing this to the Design Review Board and the Historic Preservation Board in July, and coming back to NCAC with this item at the end of July.

Jose Gonzalez mentioned he will be presenting a "green bike lane" item next commission. Commissioner Tobin said since he would already be going to commission, it would not be necessary for him to come back to NCAC with this item.

NO ACTION.

6. **Discussion Regarding A Competition Swimming Pool.**
Commission Item C4K, June 10, 2015
(Requested by Commissioner Malakoff)

John Rebar, Parks and Recreation Director, presented this item. John Rebar said that building a competition swimming pool will be a four million to seven million dollar investment, and this matter would warrant the time and effort to conduct a feasibility study.

Commissioner Malakoff suggested Parks and Recreation look into the possibility of building the competition swimming pool on the 46th and Collins parking lot. Commissioner Malakoff said that the pool could be open to residents during the day and open to schools and other teams in the afternoon; thus the whole community would benefit from this amenity.

Commissioner Steinberg segued into item 3 and asked Saul Frances if it would be feasible to use 50 percent of the 46th and Collins lot for a parking garage. She suggested using the top of the garage for some sort of public benefit to the residents, such as the location for a club house. She also said hours could be regulated, so that it would be open to students during certain hours, and open to the community the remainder of the time.

Saul Frances said the 46th and Collins is a very large parcel and there was a lot of opportunity to explore options. Saul Frances said there would be two necessary components in conducting a study for this. The first would be to bring in a parking consultant to look into the construction of a garage

Commissioner Grieco urged that the study also look into existing locations that could be altered or changed to have a competition swimming pool so as to curb some of the costs. John Rebar said the study would in fact look into the three swimming pools the city has and explore those options as well.

Commissioner Malakoff said that she did not want the construct to completely block the view of the ocean, which is currently visible beyond the surface parking lot on 46th and Collins.

DIRECTION: To be brought back to the July 31st NCAC meeting.

7. **Discussion Relating To Traffic Studies.**
Commission Item C4H, June 10, 2015
(Requested by Commissioner Steinberg)

AFTER-ACTION
Jose Gonzalez, Transportation Director, presented this item. Jose Gonzalez said that not every project requires a traffic study, and often times those projects go under the radar. In order to deal with this, Jose Gonzalez said the Transportation Department will begin be establishing thresholds and figuring out with projects will require studies.

MOTION: By Commissioner Steinberg to clean up ordinance and bring it to the Land Use and Development Committee in July.

8. **Discussion Regarding Undergrounding For FPL Lines On The Venetian Islands.**
Commission Item R9O, June 10, 2015
(Requested by Commissioner Malakoff)

AFTER-ACTION
Eric Carpenter, Public Works Director, presented this item. Eric Carpenter said that when Hibiscus Island, Rivo Alto Islands, and Sunset Islands 3 and 4, went through the agreement to underground the lines, FPL had no issues placing transformers with the public right of way. Eric Carpenter said that since those agreements were executed, FPL has decided that, as an internal policy, they did not want to place transformers in the public right of way. As a result, unless Venetian Island property owners get an easement on their private property for the transformers, FPL is not interested in putting transformers on the public right of way. Eric Carpenter said the city has a 20 year contract with FPL, therefore the city cannot outsource.

Commissioner Tobin said that FPL has a forthcoming meeting with the City. Assistant City Manager Mark Taxis said that legal will be invited to the meeting with Althea Player from FPL on Tuesday, June 30, and 3:30pm. Mark Taxis said that homeowners could also attend the meeting.

MOTION: By Commissioner Tobin to ask legal to explore the viability of whether or not we can and do have authority to make a complaint to the public service commission to get more cooperation in this area. Unanimous approval.

9. **Monthly Crime Statistics Report. (Recurring Item On A Monthly Basis)**
Commission Item R9D, April 13, 2011
(Requested by Commissioner Tobin)

AFTER-ACTION
Ian Robinson, Police Captain, presented this item. Captain Robinson said that between January 1st and May 31st, the city is down 18 percent in burglaries and up in robberies. The rise in robberies is attributed to "sudden snatch" robberies, such as a thief who runs up to victims and steals their iPhones. Captain Robinson also spoke about the gates that have been installed to close off the beach from midnight to 5am. Caption Robinson said the Police Department has set up a proactive beach detail with the midnight Crime Suppression Team, and informed the commission that they have already caught a repeated offender on account of this detail. Commissioner Grieco asked what kinds of penalties "Frequent Flyers" received and made a recommendation.

Caption Robinson said that the city should look into purchasing more light towers because this deters crime.

RECOMMENDATIONS: Commissioner Grieco said that the officers should have their windows lowered at all times when they are patrolling from their vehicles.

DIRECTION: Commissioner Tobin asked that the Police Department come back with an update on the implementation of a "Frequent Flyer" beach theft program next NCAC meeting.

Meeting adjourned at 3:26pm.

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RESOLUTIONS

Condensed Title:

A Resolution Authorizing The City Manager or his designee to apply for and accept three (3) grants and execute one (1) grant renewal.

Key Intended Outcome Supported:

1) 2) and 4) N/A; 3) Achieve Educational (K-12) Excellence.

Supporting Data: Community Satisfaction Survey: 1) "Satisfaction with Emergency Services" is a driver of businesses' ratings of Miami Beach as a place to run a business; 2); Business owners' positive ratings for emergency/hurricane preparedness varied slightly across zones from a low of 85% in South Beach to a high of 90% in North Beach; 3) Safety in Miami Beach appeared as one of the most important areas affecting resident's quality of life, the Children's Trust grants provide funding for at-risk youth as well as educational opportunities; and, **Environmental Scan:** 4) One in six residents of Miami Beach is a senior citizen.

Item Summary/Recommendation:

Approve and authorize the City Manager or his designee to submit applications to: 1) US Department of Homeland Security, Urban Area Security Initiative (UASI) FY2016 funds; 2) Florida Division of Emergency Management for FY2015 Community Emergency Response Team (CERT) Program; 3) Renewal of The Children's Trust Service Partnership Grant; and retroactively to: 4) The Florida League of Mayors, Inc., for the 2015 City Catalyst Grants Program.

Financial Information:

Source of funds	#	Grant Name/Project	Approx. Award	Approximate Match Amount/Source
	1	US Department of Homeland Security, Urban Area Security Initiative/ Homeland Security Citywide	$100,000	N/A
	2	Florida Division of Emergency Management/2015 Community Emergency Reponse Team Grant	$13,000	$13,000/In-kind Match (Salaries, overhead, etc.)
	3	Children's Trust/Service Partnership Program Renewal	$425,000	N/A
	4	The Florida League of Mayors, Inc./ A Senior Citizens' Initiative	$1,500	N/A

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Judy Hoanshelt, Grants Officer, Office of Budget and Performance Improvement

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE FOLLOWING APPLICATIONS: 1) US DEPARTMENT OF HOMELAND SECURITY, URBAN AREA SECURITY INITIATIVE (UASI) FY2016 PROGRAM, IN THE APPROXIMATE AMOUNT OF $100,000; 2) FLORIDA DIVISION OF EMERGENCY MANAGEMENT, COMMUNITY EMERGENCY RESPONSE TEAM (CERT) FUNDING, IN THE APPROXIMATE AMOUNT OF $13,000, FOR THE FY2015 COMMUNITY EMERGENCY RESPONSE (CERT) GRANT PROGRAM; AND RETROACTIVELY TO: 3) THE FLORIDA LEAGUE OF MAYORS, INC., FOR THE CITY CATALYST GRANTS PROGRAM, IN THE APPROXIMATE AMOUNT OF $1,500, FOR A SENIOR CITIZENS' INITIATIVE; AND 4) RENEWAL OF THE CHILDREN'S TRUST SERVICE PARTNERSHIP GRANT, IN THE APPROXIMATE AMOUNT OF $425,000, FOR THE CITY'S SUCCESS UNIVERSITY PROGRAM; APPROVING AND AUTHORIZING THE APPROPRIATION OF THE ABOVE GRANTS AND FUNDING REQUESTS, INCLUDING ANY REQUISITE MATCHING FUNDS AND CITY EXPENSES; AND FURTHER AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE ALL NECESSARY STEPS AND TO EXECUTE DOCUMENTS IN CONNECTION WITH THE AFORESTATED GRANTS AND FUNDING REQUESTS, INCLUDING, WITHOUT LIMITATION, APPLICATIONS, GRANT AND FUNDING AGREEMENTS, AND AUDITS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

1. Approval to submit an application to US Department of Homeland Security, for Urban Area Security Initiative (UASI) 2016 funds, in the approximate of $100,000, for Homeland Security Citywide.

The Urban Area Security Initiative (UASI) Program is funded through the Department of Homeland Security (DHS), under the Homeland Security Grant Program. One of the core missions of DHS is to enhance the ability of state and local government to prevent, protect against, respond to and recover from terrorist attacks and other disasters. The

federal government allocates funding to the different Urban Area groups based on a risk-based methodology. The program focuses on planning, equipment, training and exercise needs of high threat, high-density urban areas.

The City of Miami Beach receives UASI funding as part of the allocation for the Miami Urban Area. The City will be utilizing grant funds to further homeland security needs citywide and the Administration anticipates submitting an application for UASI funding in the approximate amount of $100,000. No matching funds are required.

2. Approval to submit an application to Florida Division of Emergency Management, in the approximate amount of $13,000, for the FY2015 Community Emergency Response Team (CERT) Grant Program.

The Department of Homeland Security Appropriations Act, 2015, includes provisions for providing funding assistance to state and local governments to support Community Emergency Response Team efforts to engage citizens in all-hazard prevention, protection, response, and recovery.

The Florida CERT Association is a 501(c)3 (not-for-profit) organization whose primary goal is the support of statewide training and education in disaster planning/emergency preparedness for citizens and established CERT teams. The association, in concert with local, state and federal agencies, serves as a mentoring and resource asset for local CERT teams and programs.

The Administration intends to apply for funding for the CERT Program. This grant requires matching funds. Matching funds can be in either cash or in-kind, and, as such the Administration will provide an in-kind match (salaries, overhead etc.) and not a cash match.

3. Approval to submit an application to the Children's Trust, Service Partnership Program, in the approximate amount of $425,000, for the City's Success University Program.

The Administration requests approval to renew the Children's Trust Service Partnership grant, in the amount of $425,000. The Children's Trust Service Partnership Program provides funding to address targeted geographic areas and to reach at-risk populations in Miami-Dade County. The purpose of the program is to target resources to meet the more complex needs of vulnerable children and families. The City was awarded an initial planning grant for the Service Partnership in 2007, and has been operating the program successfully since then. Success University is an integrated service program that partners with community agencies to provide Miami Beach youth at-risk for truancy with personal and academic supports, while providing their families with holistic, comprehensive services to ensure family stability and youth success.

Service components currently include: tutoring, family assessments, care plan coordination, family group conferencing, employment services, and referrals to community-based services and Suspension Diversion which is a program for youth with outdoor suspensions which applies restorative justice values and also provides a school work component. Subcontracts will be awarded to Miami Beach Service Partnership member agencies via weighted scores that evaluate contract performance and efficacy

in the previous program year. This program supports the key intended outcome to achieve education (K-12) excellence and does not require matching funds.

4. Retroactive approval to submit a grant application to The Florida League of Mayors, Inc., for the City Catalyst Grants Program, in the approximate amount of $1,500, for A Senior Citizens' Initiative.

The Florida League of Mayors and Florida Business Watch have established a grants program available to all Florida League of Mayors members. The purpose of the grant program is to support projects or initiatives that help build community and/or help to enhance the lives of citizens in a city. Grant funds will help to supplement the cost associated with a public project or initiative where citizens are involved and where the resources provided will make a difference in the success of the project or initiative.

The City is requesting funding for a Senior Prom Event, hosted for our senior citizens. The event will enhance the quality of life for citizens and will be a public event. Matching funds are not required.

CONCLUSION

A Resolution approving and authorizing the City Manager or his designee to submit applications to: 1) US Department of Homeland Security, Urban Area Security Initiative (UASI) FY2016 Program, in the approximate amount of $100,000; 2) Florida Division of Emergency Management, Community Emergency Response Team (CERT) Program, in the approximate amount of $13,000, for the FY2015 Community Emergency Response Team Program; and, retroactively to: 3) The Florida League of Mayors, Inc., for the City Catalyst Grants Program, in the approximate amount of $1,500, for a Senior Citizens' Initiative; and 4) Renewal of The Children's Trust Service Partnership Grant, in the approximate amount of $425,000, for the City's Success University Program; approving and authorizing the appropriation of the above grants and funding requests, including any requisite matching funds and city expenses; and further authorizing the City Manager, or his designee, to take all necessary steps and to execute all necessary documents in connection with the aforestated grants and funding requests, including, without limitation, applications, grant and funding agreements, and audits.

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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SUBMIT THE FOLLOWING APPLICATIONS: 1) US DEPARTMENT OF HOMELAND SECURITY, URBAN AREA SECURITY INITIATIVE (UASI) FY 2016 PROGRAM, IN THE APPROXIMATE AMOUNT OF $100,000; 2) FLORIDA DIVISION OF EMERGENCY MANAGEMENT COMMUNITY EMERGENCY RESPONSE TEAM (CERT) FUNDING, IN THE APPROXIMATE AMOUNT OF $13,000, FOR THE FY 2015 COMMUNITY EMERGENCY RESPONSE TEAM GRANT PROGRAM; AND, RETROACTIVELY, TO: 3) THE FLORIDA LEAGUE OF MAYORS, INC., FOR THE CITY CATALYST GRANTS PROGRAM, IN THE APPROXIMATE AMOUNT OF $1,500, FOR A SENIOR CITIZENS' INITIATIVE; AND 4) RENEWAL OF THE CHILDREN'S TRUST SERVICE PARTNERSHIP GRANT, IN THE APPROXIMATE AMOUNT OF $425,000, FOR THE CITY'S SUCCESS UNIVERSITY PROGRAM; APPROVING AND AUTHORIZING THE APPROPRIATION OF THE ABOVE GRANTS AND FUNDING REQUESTS, INCLUDING ANY REQUISITE MATCHING FUNDS AND CITY EXPENSES; AND FURTHER AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE ALL NECESSARY STEPS AND TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE AFORESTATED GRANTS AND FUNDING REQUESTS, INCLUDING, WITHOUT LIMITATION, APPLICATIONS, GRANT AND FUNDING AGREEMENTS, AND AUDITS.

WHEREAS, the City Administration requests approval to submit an application to US Department of Homeland Security, for Urban Area Security Initiative (UASI) FY 2016 Program, in the approximate of $100,000, for homeland security Citywide, the details of which are as follows:

- The Urban Area Security Initiative (UASI) Program is funded through the Department of Homeland Security (DHS), under the Homeland Security Grant Program;

- One of the core missions of DHS is to enhance the ability of state and local governments to prevent, protect against, respond to, and recover from terrorist attacks and other disasters;

- The federal government allocates funding to the different Urban Area groups based on a risk-based methodology;

- The program focuses on planning, equipment, and training of high threat, high-density urban areas;

- The City of Miami Beach receives UASI funding as part of the allocation for the Miami Urban Area;

- The City will be utilizing grant funds to further homeland security needs Citywide and no matching funds are required; and

WHEREAS, the City Administration requests approval to submit an application to the Florida Division of Emergency Management, in the approximate amount of $13,000, for the 2015 Community Emergency Response Team (CERT) Grant Program, the details of which are as follows:

- The Administration intends to apply for funding for the CERT Program;

- This grant requires matching funds which can be in either cash or in-kind;

- The City will provide an in-kind match in the form of salaries, overhead, etc.;

- The Florida CERT Association is a 501(c)3 (not-for-profit) organization whose primary goal is the support of statewide training and education in disaster planning/emergency preparedness for citizens and established CERT teams;

- The association, in concert with local, state and federal agencies, serves as a mentoring and resource asset for local CERT teams and programs;

- The Department of Homeland Security Appropriations Act, 2015, includes provisions for providing funding assistance to state and local governments to support Citizen Corps Council and Community Emergency Response Team efforts to engage citizens in all-hazard prevention, protection, response, and recovery; and

WHEREAS, the City Administration requests approval to submit an application to the Children's Trust Service Partnership Program, in the approximate amount of $425,000, for the City's Success University Program, the details of which are as follows:

- The Administration requests approval to renew the Children's Trust Service Partnership Grant, in the amount of $425,000;

- The Children's Trust Service Partnership Program provides funding to address targeted geographic areas and to reach at-risk populations in Miami-Dade County;

- The purpose of the program is to target resources to meet the more complex needs of vulnerable children and families;

- The City was awarded an initial planning grant for the Service Partnership in 2007, and has been operating the program successfully since then;

- Success University is an integrated service program that partners with community agencies to provide Miami Beach youth at risk for truancy with personal and academic supports, while providing their families with holistic, comprehensive services to ensure family stability and youth success;

- Service components currently include: tutoring, family assessments, care plan coordination, family group conferencing, youth employment services, transportation assistance, mentoring, counseling services, functional family therapy, and referrals to community-based services and Suspension Diversion which is a program for youth with outdoor suspensions which applies restorative justice values and also provides a school work component;

- Subcontracts will be awarded to Miami Beach Service Partnership member agencies via weighted scores that evaluate contract performance and efficacy in the previous program year;

- This program supports the key intended outcome to achieve education (K-12) excellence and does not require matching funds; and

WHEREAS, the City Administration requests approval to submit a grant application to The Florida League of Mayors, Inc., for the City Catalyst Grants Program, in the approximate amount of $1,500, for a Senior Citizens' Initiative, the details of which are as follows:

- The Florida League of Mayors and Florida Business Watch have established a grants program available to all Florida League of Mayors members;

- The grant program will be used to support projects or initiatives that help build community and/or help to enhance the lives of citizens in a city;

- The purpose of the grant program is to help supplement the cost associated with a public project or initiative where citizens are involved and where the resources provided will make a difference in the success of the project or initiative;

- The City will request funding for a Senior Prom Event, that will enhance the quality of life for citizens and will be a public event;

- Matching funds are not required.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby approve and authorize the City Manager, or his designee, to submit applications to: 1) US Department of Homeland Security, Urban Area Security Initiative (UASI) FY 2016, in the approximate amount of $100,000; 2) Florida Division of Emergency Management Community Emergency Response Team (CERT) funding, in the approximate amount of $13,000, for the FY 2015 Citizen Corps Grant Program; and, retroactively, to: 3) The Florida League of Mayors, Inc., for the City Catalyst Grants Program, in the approximate amount of $1,500, for a Senior Citizens' Initiative; and 4) Renewal of The Children's Trust Service Partnership Grant, in the approximate amount of $425,000, for the City's Success University Program; approving and authorizing the appropriation of the above grants and funding requests, including any requisite matching funds and city expenses; and further authorizing the City Manager, or his designee, to take all necessary steps and to execute all necessary documents in connection with the aforestated grants and funding requests, including, without limitation, applications, grant and funding agreements, and audits.

PASSED and **ADOPTED** this _____ day of _____, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

JLM/JW/JMH
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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DT — Date 6/29/15

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Condensed Title:

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the Mayor and the City Clerk to execute Amendment No. 4 to the professional services agreement between the City and Industrial/Organizational Solutions, Inc., dated April 12, 2013; said amendment increasing the scope of the Agreement to provide additional testing services during the third contract year for entry level non-certified police officer applicants and classified promotional opportunities in the Police Department, for a total additional funding amount not to exceed $120,000.

Key Intended Outcome Supported:

Improve City's Managerial Leadership to Reward Innovation and Performance.

Item Summary/Recommendation:

On May 25, 2011, the City issued RFP #34-10/11, for testing services programs to determine qualified applicants for police and fire entry level positions and classified promotional classifications, and to provide consultation services for sworn and non-sworn positions in order to develop job analyses, entry level and promotional tests, scoring, and minimum requirements for jobs background test requirements. At its regular meeting on July 18, 2012, the Mayor and City Commission adopted Resolution No. 2012-27941, approving and authorizing the City Manager to execute a professional services agreement with Industrial/Organizational Solutions, Inc. (consultant).

Pursuant to directions from the City Attorney's Office, the agreement was executed for the services pertaining to the police promotional process and general consultation services for the Human Resources Department, in an amount not to exceed $75,400.

The contract was first amended on April 22, 2013, through Resolution No. 2013–28182 to provide funding for testing services for police and fire entry level positions, in an amount not to exceed $70,000. The second amendment was on October 16, 2013, through Resolution No. 2013-28396 to provide funding for testing services for classified ranks in the Ocean Rescue Division of the Fire Department, in an amount not exceed $38,000.

The contract was further amended October 22, 2014, when the City Commission approved via Resolution No. 2014-28775 to provide funding not to exceed $71,000 to develop and administer promotional examinations for the Fire Department.

The City now has a need to conduct promotional testing in the Police Department, to fill vacancies in the ranks of Police Sergeant and Lieutenant as the current eligible list will more than likely be exhausted prior to their expiration date in December 2015. The City also needs to develop non-certified police officer candidate assessment tools as in Fiscal Year 2015/16, the department is planning to deploy a pilot program through which it will guarantee a limited number of candidates employment opportunities after they successfully complete all hiring requirements and Police Academy training, with the City of Miami Beach Police Department establishing what successful completion for the purposes of this program means.
As the Administration continues to evaluate and identify areas for which the consultant's services are appropriate, the City will seek Commission approval for additional funding.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$120,000.00	Professional Services Account #011-1130-000312
OBPI	2		
	Total	**$120,000.00**	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sylvia Crespo-Tabak, Human Resources Director

Sign-Offs:

Department Director	ACM/CFO	City Manager
SC-T SCT	KGB_____	JLM JM

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MIAMIBEACH

AGENDA ITEM C7B
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC., DATED APRIL 12, 2013; SAID AMENDMENT INCREASING THE SCOPE OF THE AGREEMENT TO PROVIDE ADDITIONAL TESTING SERVICES DURING THE THIRD CONTRACT YEAR FOR ENTRY LEVEL NON-CERTIFIED POLICE OFFICER APPLICANTS AND CLASSIFIED PROMOTIONAL OPPORTUNITIES IN THE POLICE DEPARTMENT, FOR A TOTAL ADDITIONAL FUNDING AMOUNT NOT TO EXCEED $120,000.**

RECOMMENDATION

The Administration recommends adoption of the resolution.

BACKGROUND

FUNDING

$120,000.00 in funding is available from Professional Services Account #011-1130-000312.

BACKGROUND

On May 25, 2011, the City issued RFP #34-10/11, for testing services to identify qualified applicants for entry level positions and classified promotional opportunities in the police and fire departments, and to function as a consultant to the City for sworn and non-sworn positions, to develop job analyses, entry level and promotional tests, scoring, and minimum job requirements. At its regular meeting on July 18, 2012, the Mayor and City Commission adopted Resolution No. 2012-27941, approving and authorizing the Mayor and City Clerk to execute a professional services agreement with Industrial/Organizational (I/O) Solutions, Inc. (Consultant).

I/O Solutions is a public safety human resources consulting firm that specializes in personnel selection, development, validation and administration of police, corrections and fire services entrance, physical ability and promotional examinations. In addition to providing third-party recruitment services, the firm is also a national test publishing organization, offering over 30 entry-level and promotional exams and assessments. The firm employs a team of

psychometricians and experts in the industrial and organizational psychology fields, and puts a strong emphasis on developing assessment tools to identify the best candidates through a valid, reliable, fair, and defensible selection process.

I/O Solutions has worked with over 1,000 public safety agencies throughout the United States and Canada, such as the Florida Department of Law Enforcement (FDLE), Jacksonville Sheriff's Police Department, Washington, D.C. Fire and EMS, Washington, D.C. Metropolitan Police Department, New York State Police Department and the City of Chicago. I/O Solutions is one of the few major public safety consulting firms with an unblemished litigation history. It has also assisted the City of Miami Beach in developing and administering tests for promotional opportunities in police, fire and ocean rescue, as well as entry-level in fire.

In 2009, the U.S. Supreme Court, in *Ricci v. DeStefano*, ruled that the City of New Haven, CT was required to use the examinations developed by I/O Solutions in order to resolve a lawsuit brought against the City by twenty city firefighters alleging that the city discriminated against them with regard to promotions. In addition, in 2007, the entry-level police officer examination I/O Solutions developed for the City of Buffalo, NY, satisfied the scrutiny of the U.S. Department of Justice. Further, an independent firm hired by the City of Chicago to evaluate all commercially available entry-level firefighter examinations identified I/O Solutions as having the best firefighter selection tool in the nation.

In 2012, the City entered into an agreement with the consultant for an initial term of one (1) year, with four (4) additional one (1) year renewal options, exercised at the City Manager's sole option and discretion. Pursuant to the direction from the City Attorney's Office, the agreement was executed for the services pertaining to only testing services pertinent to the police promotional process and general consultation services for the Human Resources department.

The contract was first amended on April 22, 2013, through Resolution No. 2013 –28182 to provide funding for testing services for police and fire entry level positions, in an amount not to exceed $70,000. A second amendment to the contact was approved on October 16, 2013, through Resolution No. 2013-28396 to provide funding for testing services pertinent to the ocean rescue promotional process, in an amount not to exceed $38,000.

The contract was further amended October 22, 2014, when the City Commission approved via Resolution No. 2014-28775 to provide funding not to exceed $71,000 to develop and administer promotional examinations for the Fire Department.

The City now has a need to conduct promotional testing in the Police Department, to fill vacancies in the ranks of Police Sergeant and Lieutenant as the current eligible list will more than likely be exhausted prior to their expiration date in December 2015.

The City also needs to develop non-certified police officer candidate assessment tools. In Fiscal Year 2015/16, the Police Department is planning to deploy a pilot program through which it will guarantee a limited number of candidates employment opportunities after they successfully complete all hiring requirements and Police Academy training, with the City of Miami Beach Police Department establishing what successful completion for the purposes of this program means.

The City is seeking to amend the agreement with the consultant, develop, validate, administer, and score promotional examinations, review, develop and validate the behavioral assessment

center called for in the collective bargaining agreement between the City and the Fraternal Order of Police. The City will also need to develop, validate, administer and score an entry level examination and develop and validate the interview questions for the selection process for the non-certified pilot program. Therefore, the Police Department is requesting additional funding in an amount not to exceed $120,000. A copy of the statements of work from I/O Solutions is attached.

As the Administration continues to evaluate and identify areas for which the consultant's services are appropriate, the City will seek Commission approval for additional funding.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the attached resolution, approving and authorizing Industrial/Organizational Solutions, Inc., to provide additional testing services for the Police Department in an amount not to exceed $120,000.

Attachment

JLM/KGB/SC-T

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INDUSTRIAL/ORGANIZATIONAL SOLUTIONS
EXPERTS IN THE SCIENCE OF PUBLIC SAFETY SELECTION

Statement of Work

Client: City of Miami Beach – Police Department

Project Title: Sergeant and Lieutenant Promotional Process

The purpose of this document is to describe the components of the proposed project and to document the associated costs. The table on the following page will describe the anticipated project steps and associated costs. Should any component of the project need to be modified, IOS will contact the client and explain the required modification and any associated pricing change. Any future change in the proposed project must be mutually acceptable to the Client and IOS.

Industrial/Organizational Solutions will submit invoices according to the following schedule: 1/3 at project commencement, 1/3 at the project midpoint, and 1/3 upon completion of the project.

The following table(s) contain a breakdown of the project steps and associated costs.

Rate Classification/Schedule	I/O Solutions Staff Members	Rate/ Hour
Consultants	Brian Marentette, Ph.D. Linda Reynaud, M.A. Maria Szczech, M.A.	$250
Technical writer	Karen Steiger, M.A.	$85
Administrative	Robert McMahon Carolyn Kalafut Tami Marsiglio Amy Kupec, M.A.	$35

Project Step	Consultant Hrs.	Tech Writ. Hrs.	Admin. Hrs.	Cost	Timeline
Project Kick-off and Planning: Phone conference or face-to-face meeting to review project details, finalize project timeline, discuss expectations, and assign roles and responsibilities	3			$750	Week 1
Job analysis update: review critical knowledge, skills, abilities, job performance dimensions from 2012 job analysis with SMEs to determine necessary updates.	4			$1,000	Weeks 2-3
Candidate orientation: Delivery of two candidate preparation presentations which cover all test components and provide general information about exercise format, exam administration, logistics, tips on how to prepare, etc.	8			$2,000	Week 5
Written examinations: Development of questions, review of examination questions with SMEs to collect content validation evidence, CVRs and Angoff ratings; and to select final questions for the exam. Formatting of final written examinations, development of scoring programs, and preparation of candidate appeals process, scoring and reporting of results.	30	84	4	$14,780	Weeks 6-14

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Project Step	Consultant Hrs.	Tech Wrtr. Hrs.	Admin. Hrs.	Cost	Timeline
Written exam: Administer exams to sergeant and lieutenant candidates. Conduct two days of candidate appeals sessions.	24			$6,000	Week 15
Assessment center: Development of exercises, rating protocols, review of content with department SMEs. Formatting of final assessment materials, preparation and printing of materials.	38		16	$10,060	Weeks 5-18
Assessment center: I/O Solutions will train assessors and role-players on day 1, administer the exercises on day 2 and day 3. Note: Assumes a maximum of 18 candidates participate in the assessment center per rank. Additional days needed for rating videos will be billed at the rate of $1,500/day.	24		24	$6,840	Week 18
Assessment center: Assessor scores will be aggregated, double-checked, combined into final composite scores and formatted according to client specifications.	5		12	$1,670	Week 19
Assessment center: Conduct assessment center candidate review/appeals sessions.			16	$560	Week 21
Assessment center: Review and respond to candidate appeals to assessment center scores.	30		6	$7,710	Week 22
Assessment center feedback: Individual candidate feedback reports will be prepared to document quantitative performance and provide feedback comments from assessors.	3	12	20	$2,470	Week 24
Challenge assistance (if required): Provide consulting services and assistance as necessary during the process and to respond to candidate grievances or challenges related to the examination process or results.	Billed on an as-needed basis at the rate of $250/hour			$0	Ongoing
Project technical report to document job analysis, validation, outcomes, recommendations for the future, etc.	4	16		$2,360	Week 30

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Project Step	Consultant Hrs.	Tech Wrtr. Hrs.	Admin. Hrs.	Cost	Timeline
Assessor costs (per diems, sites, meals, etc.)				Paid by City	
Facility procurement costs				Paid by City	
Consultant travel expenses	Billed directly to the City (detail of estimate is provided below)			$7,475	
TOTAL Project Investment/Cost				**$62,775**	

Travel Costs (detailed)

Travel Expense Component	Rate
Airfare cost (per trip)	$650
Lodging Rate (daily)	$200
Transportation, rental, parking fees (daily)	$80
Daily meal allowance (daily)	$45

Travel	Days	Staff	Airfare Units	Lodg. Units	Trans. Units	Meal Units	Total
Trip 1: Candidate Orientation	2	1	1	2	2	2	$1,300
Trip 2: Written Exam administration and appeals	3	1	1	3	3	3	$1,625
Trip 3: Assessment Center administration	3	2	2	6	6	6	$3,250
Trip 4: Assessment Center appeals administration	2	1	1	2	2	2	$1,300
TOTAL							**$7,475**

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Acceptance by IOS:
Industrial/Organizational Solutions, Inc. (d.b.a. I/O Solutions, Inc.; IOS, Inc.) agrees to conduct the work outlined herein according to a timeline that is mutually agreeable to both parties.

Chad C. Legel

Signature of Authorized Agent

President & CEO

Title of Authorized Agent

May 7, 2015

Date

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INDUSTRIAL/ORGANIZATIONAL SOLUTIONS
EXPERTS IN THE SCIENCE OF PUBLIC SAFETY SELECTION

Statement of Work

Client: City of Miami Beach – Police Department

Project Title: Police Officer (non-certified) Testing Process

The purpose of this document is to describe the components of the proposed project and to document the associated costs. The table on the following page will describe the anticipated project steps and associated costs. Should any component of the project need to be modified, IOS will contact the client and explain the required modification and any associated pricing change. Any future change in the proposed project must be mutually acceptable to the Client and IOS.

Industrial/Organizational Solutions will submit invoices according to the following schedule: 1/3 at project commencement, 1/3 at the project midpoint, and 1/3 upon completion of the project.

The following table(s) contain a breakdown of the project steps and associated costs.

Rate Classification/Schedule	I/O Solutions Staff Members	Rate/ Hour
Consultants	Brian Marentette, Ph.D. Linda Reynaud, M.A. Maria Szczech, M.A.	$250
Technical writer	Karen Steiger, M.A.	$85
Administrative	Robert McMahon Carolyn Kalafut Tami Marsiglio Amy Kupec, M.A.	$35

Project Step	Consultant Hrs.	Tech Wrtr. Hrs.	Admin. Hrs.	Cost	Timeline
Project Kick-off and Planning: Phone conference or face-to-face meeting to review project details, finalize project timeline, discuss expectations, and assign roles and responsibilities	3			$750	Week 1
Candidate orientation: Delivery of two candidate preparation presentations which cover all test components and provide general information about exercise format, exam administration, logistics, tips on how to prepare, etc.	24			$6,000	Week 5
Written exam: Administer exams across several sessions spanning two days.	16			$4,000	TBD
Written exam: National Criminal Justice Officer Selection Inventory - Integrity (NCJOSI^2) @ $18/candidate; Situationally Based Styles Assessment (SBSA) @ $10/candidate	Estimated 1,000 candidates			$28,000	
Challenge assistance (if required): Provide consulting services and assistance as necessary during the process and to respond to candidate grievances or challenges related to the examination process or results.				$0	Ongoing

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Project technical report to document job analysis, validation, outcomes, recommendations for the future, etc.	4	16		$2,360	TBD
Assessor costs (per diems, sites, meals, etc.)				Paid by City	
Facility procurement costs				Paid by City	
Consultant travel expenses			Billed directly	$2,925	
TOTAL Project Investment/Cost				**$44,035**	

Travel Costs (detailed)

Travel Expense Component	Rate
Airfare cost (per trip)	$650
Lodging Rate (daily)	$200
Transportation, rental, parking fees (daily)	$80
Daily meal allowance (daily)	$45

Travel	Days	Staff	Airfare Units	Lodg. Units	Trans. Units	Meal Units	Total
Trip 1: Candidate Orientation	2	1	1	2	2	2	$1,300
Trip 2: Written Exam administration and appeals	3	1	1	3	3	3	$1,625
TOTAL							**$2,925**

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Acceptance by IOS:
Industrial/Organizational Solutions, Inc. (d.b.a. I/O Solutions, Inc.; IOS, Inc.) agrees to conduct the work outlined herein according to a timeline that is mutually agreeable to both parties.

Chad C. Legel

Signature of Authorized Agent

President & CEO

Title of Authorized Agent

May 7, 2015

Date

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC., DATED APRIL 12, 2013; SAID AMENDMENT INCREASING THE SCOPE OF THE AGREEMENT TO PROVIDE ADDITIONAL TESTING SERVICES DURING THE THIRD CONTRACT YEAR FOR ENTRY LEVEL NON-CERTIFIED POLICE OFFICER APPLICANTS AND CLASSIFIED PROMOTIONAL OPPORTUNITIES IN THE POLICE DEPARTMENT, FOR A TOTAL ADDITIONAL FUNDING AMOUNT NOT TO EXCEED $120,000.

WHEREAS, on July 18, 2012, the Mayor and City Commission adopted Resolution No. 2012-27941, approving and authorizing the Mayor and City Clerk to execute a Professional Services Agreement with Industrial/Organizational Solutions, Inc., for testing services programs to determine qualified applicants for police and fire entry level positions and classified promotional classifications, and to provide consultation services for sworn and non-sworn positions in order to develop job analysis, entry level and promotional tests, scoring, and minimum requirements for jobs background test requirements (the Agreement); and

WHEREAS, on April 12, 2013, the City entered into the Agreement with Industrial/Organizational Solutions, Inc., which pertained to the first contract year only, in an amount not to exceed $75,400, and authorized Industrial/Organizational Solutions to provide testing services pertinent to the police promotional process; and

WHEREAS, on April 22, 2013, the City Commission adopted Resolution No. 2013-28182, approving Amendment No. 1 to the Agreement to provide additional testing services for police and fire entry level positions, in an amount not to exceed $70,000; and

WHEREAS, on October 16, 2013, the City Commission adopted Resolution No. 2013-28396, approving Amendment No. 2 to the Agreement to conduct promotional testing for the classified ranks within the Ocean Rescue Division of the Fire Department, in an amount not to exceed $38,000; and

WHEREAS, on October 22, 2014, the City Commission adopted Resolution No. 2014-28775, approving Amendment No. 3 to the Agreement, to provide funding not to exceed $71,000 to develop and administer promotional examinations for the Fire Department; and

WHEREAS, the City has a need to conduct promotional testing in the Police Department, to fill vacancies in the ranks of Police Sergeant and Lieutenant as the current eligible list will more than likely be exhausted prior to their expiration date in

December 2015; and

WHEREAS, the City also needs to develop non-certified police officer candidate assessment tools to deploy a pilot program through which it will guarantee a limited number of candidates employment opportunities after they successfully complete all hiring requirements and Police Academy training, with the City of Miami Beach Police Department establishing what successful completion for the purposes of this program means; and

WHEREAS, the Administration recommends approving and authorizing Industrial/Organization Solutions, Inc., to provide testing services for the Police Department, and requests additional funding, in an amount not to exceed $120,000.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and the City Clerk to execute Amendment No. 4 to the Professional Services Agreement between the City and Industrial/Organizational Solutions, Inc., dated April 12, 2013; said amendment increasing the scope of the Agreement to provide additional testing services during the third contract year for entry level non-certified police officer applicants and classified promotional opportunities in the Police Department, for a total additional funding amount not to exceed $120,000.

PASSED AND ADOPTED this ____ day of _____, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/30/15 Date

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Condensed Title:

A Resolution Accepting A Donation to the City Of Miami Beach From Mr. Mark Keller Of Fitness Equipment For Use At The Miami Beach Police Department North End Sub-station (NESS) Located At 6840 Indian Creek Drive, Miami Beach, FL 33141.

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc.):

N/A

Item Summary/Recommendation:

Mr. Mark Keller - a Miami Beach resident and businessman - proposes to purchase and donate fitness equipment to be located at the NESS. The value of the equipment to be purchased is approximately $13,868.00, including delivery. There is sufficient space inside the NESS to safely accommodate the new equipment and no physical or facility modifications are needed. There are therefore no costs associated with accepting the donation. The equipment will enable all employees, regardless of their area of geographic responsibility, to participate in the on-duty workout program – a newly introduced program that allows officers to exercise during their lunch break. This will benefit their health and wellbeing and, ultimately, help them to deliver exceptional police services.

It is recommended that Mr. Keller's offer be accepted.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary: NA

City Clerk's Office Legislative Tracking:

Chief of Staff Wendy Rich-Goldschmidt ext. 3054

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Chief Daniel J. Oates		

DJO

MIAMIBEACH

AGENDA ITEM C7C
DATE 7-8-15

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: A Resolution Accepting A Donation To the City of Miami Beach From Mr. Mark Keller Of Fitness Equipment For Use At The Miami Beach Police Department North End Sub-Station (NESS), Located At 6840 Indian Creek Drive, Miami Beach, FL 33141.

ADMINISTRATION RECOMMENDATION
Accept the gift of donated items.

ANALYSIS
This spring, the Miami Beach Police Department initiated an on-duty workout program which allows employees to exercise during their lunch break. While employees who work from of the main building, located at 1100 Washington Avenue, have benefitted from the new program, those who work out of the NESS have not.

The NESS does not have any fitness equipment and is located approximately 6.5 miles from the police headquarters building. Due to travel time of approximately 25 minutes each way, the 36 employees based in the north don't have the opportunity to take part in the on-duty workout program.

Proposal
Mr. Mark Keller, a Miami Beach resident and businessman, has offered to purchase and donate fitness equipment to the City of Miami Beach for use by the Miami Beach Police Department. The equipment will be paid for and purchased by Mr. Keller at a total, approximate cost of $13,868.00 (Appendix A) and will be placed at the NESS. This will enable all employees, regardless of their area of geographic responsibility, to participate in the on-duty workout program.

There is sufficient space inside the NESS to safely accommodate the new equipment. No physical or facility modifications are needed. There are no costs associated with accepting the donation.

Conclusion:
Miami Beach police officers are committed to delivering exceptional police services. A vital component of this requires a degree of physical fitness and wellbeing. The proposed donation will support this goal.

JLM:DJO:dw

DJO

QUOTE: 1738684

05/06/2015
Page 1 of 2

Salesperson	Store	Quote Dt	ACCOUNT ID	CUSTOMER NAME
MICHAEL GALE	020	05/01/2015	20-456278	MIAMI BEACH CITY POLICE

Bill To

MARK KELLER
7815 ATLANTIC WAY
MIAMI BEACH FL 33141

Ship To

MIAMI BEACH CITY POLICE
6840 INDIAN CREEK

MIAMI FL 33141

LN	Product	Description	List	Price	Qty	Total
1	HOIST-PTS-ENS3/65P	KIT-SMITH/LAT/ROW/HILO/SHD/5165 BNC PS	7099.98	4,995.00	1	4,995.00
		--* kits comprised of *--				
	HOIST-PTS-1000/PS	SMITH-DUAL ACTION PLATINUM SPARKLE			1	
	HOIST-PTS-HILO/PS	HI-LO DUAL PULLEY W/DUAL 150LB PLAT SPAR			1	
	HOIST-PTS-LAT/PS	LAT/LOW ROW OPT W/200LB STACK PLAT SPAR			1	
	HOIST-HF-5165/PS	BENCH-FLAT/INC/DEC PS/BLK			1	
	HOIST-PTS-SHIELD	WEIGHT STACK SHIELDS/PR.			3	
2	STAIR-GAUNTLT/D1	STEPMILL-BACKLIT LED	6299.00	4,409.00	1	4,409.00
6	LOK-1/2-C	4X4 CENTER INTERLOK-BLK-1/2"	71.70	50.00	14	700.00
7	HOIST-HF-4444/PS	RACK-OLY PLATE TREE	239.99	168.00	1	168.00
8	PL-OLY-HOG-45	45LB HAMPTON CAST GRIP PLATE	72.00	54.00	6	324.00
9	PL-OLY-HOG-25	25LB HAMPTON CAST GRIP PLATE	40.00	30.00	6	180.00
10	PL-OLY-HOG-10	10LB HAMPTON CAST GRIP PLATE	16.00	12.00	6	72.00
11	PL-OLY-HOG-05	5LB HAMPTON CAST GRIP PLATE	8.00	6.00	6	36.00
12	TUFF-CMA-320	BENCH-MINI AB	309.00	216.30	1	216.30
13	INTEL-U90-HOME/S1	POWERBLOCKS-5-50 URETHANE SET	379.00	284.25	1	284.25
14	INTEL-U90-HOME/S27	POWERBLOCKS-URETHANE STAGE II 70 (50-70)	139.00	104.25	1	104.25
15	INTEL-U90-HOME/S29	POWERBLOCKS-URETHANE STAGE II 90 (70-90)	139.00	104.25	1	104.25
16	INTEL-U50/90-STAND	STAND-COLUMN STAND FOR U50/90 HOME SET	129.00	96.75	1	96.75
17	TRX-STRAPS/CLUB3	COMMERCIAL TRX TRXCLUB3	199.95	149.96	1	149.96
18	FREIGHT	FREIGHT	476.00	476.00	1	476.00
19	DEL-INST	DELIVERY & INSTALLATION	645.00	645.00	1	645.00
20	STAIRS	NOTE SPECIFICS		.00	1	.00

GYM SOURCE MIAMI Phone: 786 367 2407 FAX: 754 206 2957

REMIT PAYMENT TO: GYM SOURCE DEPT. 106042, PO BOX 150468, HARTFORD, CT. 06115-0468

QUOTE: 1738684

05/06/2015
Page 2 of 2

Salesperson	Store	Quote Dt	ACCOUNT ID	CUSTOMER NAME
MICHAEL GALE	020	05/01/2015	20-456278	MIAMI BEACH CITY POLICE

Bill To	Ship To
MARK KELLER	MIAMI BEACH CITY POLICE
7815 ATLANTIC WAY	6840 INDIAN CREEK
MIAMI BEACH FL 33141	MIAMI FL 33141

LN	Product	Description	List	Price	Qty	Total
QUOTE IS VALID FOR 30 DAYS		Subtotal	17,874.72			12,960.76
TOTAL SAVINGS = $5257.93 !!		Tax	1,251.23			907.26
		TOTAL	19,125.95			13,868.02

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY OF MIAMI BEACH TO ACCEPT A DONATION OF PHYSICAL FITNESS EQUIPMENT FROM MR. MARK KELLER, ON BEHALF OF THE MIAMI BEACH POLICE DEPARTMENT, WITH AN APPROXIMATE VALUE OF $13,868.02 TO BE HOUSED IN THE MIAMI BEACH POLICE DEPARTMENT NORTH END SUBSTATION.

WHEREAS, the Miami Beach Police Department (MBPD) has created an on-duty physical fitness program, which will allow those employees the ability to comply with the new physical fitness program; and

WHEREAS, the Command Staff of the MBPD strongly promotes physical fitness for all MBPD employees, and recognizes that the North End Substation lacks exercise equipment that can be utilized by those employees at that location; and

WHEREAS, Mr. Mark Keller wishes to donate physical fitness equipment, which is valued at $13,868.02, and will be housed at the North End Substation; and

WHEREAS, the new physical fitness equipment will permit those officers to exercise at the North End Substation, and will allow the on-duty physical fitness programs to be properly implemented.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, authorizing the City of Miami Beach to accept a donation of physical fitness equipment from Mr. Mark Keller, on behalf of the Miami Beach Police Department, with an approximate value of $13,868.02 to be housed in the Miami Beach Police Department North End Substation.

PASSED and ADOPTED this _____ day of July, 2015.

ATTEST BY:

_____
MAYOR PHILIP LEVINE

_____
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney AB 6/25/15
Date

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Condensed Title:

A Resolution Accepting The Recommendation Of The Sustainability And Resiliency Committee For Administration To Work With Woosh Water Systems On Developing A Pilot Program And Authorizing Administration To Negotiate An Agreement With Woosh Water Systems For Implementation Of A Two-Year Pilot Program.

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

At the March 11, 2015 Commission Meeting, Commissioner Grieco referred a discussion regarding a proposal by Woosh Water Systems (Woosh) to create a Smart Water Stations Network in the City to the Sustainability and Resiliency Committee (SRC). On April 22, 2015 the SRC recommended that Woosh work with City staff to develop a pilot program.

Woosh is a company internationally renowned for their Smart Water Stations and water "on-the-go" concept. The water stations are computerized and are programed to provide filtered, chilled drinking water to residents and visitors for a faction of the price of what a regular bottle of water would cost at a store. The stations also have a bottle cleansing system feature for reusable bottles, thereby reducing plastic waste and promoting carbon footprint awareness. These Smart Water Stations are Wi-Fi enabled, contain LCD screens that can be used as City message boards and/or for advertisement purposes, feature online monitoring and remote control, and have a powerful cooling system.

Woosh has submitted the attached proposal for the installation and operation of water stations throughout the City (Attachment A). City staff has recommended a two-year pilot program with 25 Smart Water Stations. This resolution gives City staff the authorization to develop this pilot program and negotiate an agreement for its implementation with Woosh.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

On April 22, 2015, the Sustainability and Resiliency Committee recommended that Woosh work with City staff to develop a pilot program.

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

City Clerk's Office Legislative Tracking:

Elizabeth Wheaton ext. 6121

Sign-Offs:

Assistant City Manager	City Manager
MT	JLM

T:\AGENDA\2015\July\ENVIRONMENTAL\Customer-Sited Solar - Summary.doc

MIAMIBEACH

AGENDA ITEM C7D
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE SUSTAINABILITY AND RESILIENCY COMMITTEE FOR ADMINISTRATION TO WORK WITH WOOSH WATER SYSTEMS ON DEVELOPING A PILOT PROGRAM AND AUTHORIZING ADMINISTRATION TO NEGOTIATE AN AGREEMENT WITH WOOSH WATER SYSTEMS FOR IMPLEMENTATION OF A TWO-YEAR PILOT PROGRAM.**

BACKGROUND

At the March 11, 2015 Commission Meeting, Commissioner Grieco referred a discussion regarding a proposal by Woosh Water Systems (Woosh) to create a Smart Water Stations Network in the City to the Sustainability and Resiliency Committee (SRC). On April 22, 2015 the SRC recommended that Woosh work with City staff to develop a pilot program.

ANALYSIS

Woosh is a company internationally renowned for their Smart Water Stations and water "on-the-go" concept. The water stations are computerized and are programed to provide filtered, chilled drinking water to residents and visitors for a faction of the price of what a regular bottle of water would cost at a store. The stations also have a bottle cleansing system feature for reusable bottles, thereby reducing plastic waste and promoting carbon footprint awareness. These Smart Water Stations are Wi-Fi enabled, contain LCD screens that can be used as City message boards and/or for advertisement purposes, feature online monitoring and remote control, and have a powerful cooling system.

Woosh has submitted the attached proposal for the installation and operation of water stations throughout the City (Attachment A). City staff has recommended a two-year pilot program with 25 Smart Water Stations. This resolution gives City staff the authorization to develop this pilot program and negotiate an agreement for its implementation with Woosh.

CONCLUSION

The Administration recommends approving the resolution.

Attachments: A – Woosh Smart Water Stations Network Proposal

MT/ESW/MKW

WOOSH ® WATER SYSTEMS LTD.

Smart Water Stations Network

Project Layout- Miami Beach

February 2015

Table of Contents

Project Layout-....3
General Overview: 3
Service benefits to End-User (citizens and visitors) 3
Service benefits to Municipality (City of Miami Beach)....4
Station Features:....4
Miami Beach – Installation scenarios illustrations....6
Project Scope 7
General 7
Project layout 7
Structure of the proposal between the City and Woosh:....9
Estimated budget for the pilot phase....9
Optional Models 9
Model A 9
Model B 10
Project Timeline and roadmap 10
Action Items....11
Pre- deployment: Pilot phase....11
Installation: Pilot phase....11
Launch: Pilot phase 11
Operation: Pilot phase 11
Annex A: Proposed full scaled deployment locations 12

Project Layout-

General Overview:

Woosh offer a new municipal service to the benefit of the citizens and visitors of the city of Miami Beach. Woosh aims to deploy and operate a network of Smart Water Stations across the city, on public areas. The network of stations will provide purified and chilled drinking water in a smart and fun way for people "on-the-go". The service is provided as an alternative to environmental-harmful plastic bottles at the fraction of the price.

Implementing the service is a strong statement by the city that it is actively promotes health, enviormental, smart city and economical values for the benefit of its citizens.

The project will also create new job opportunities to local populations, as a local based company will be formed to run the operation.

This paper shows the structure of the project implementation in the city of Miami Beach. Joint discussions are required in the near future in order to adjust the proposed business model to fit the city's specific needs.

Service benefits to End-User (citizens and visitors)

- **Health** – Drinking water is healthy. Most people don't drink enough water during the day. Woosh encourages drinking **more water** in general and help make water as an attractive alterntive to soft drinks
- **Environment** – eliminates the need to buy a new plastic bottle, encourage bottle refill. Simply by using woosh, people are effectively contributing to the environment without making a special effort. The station's eco-feedback interface shows users how many plastic bottels and carbon emissions they saved, thus providing them a positive eco-feedback and a feeling that they actively helped save the environment.
- **Cost reduction** – the cost of filling a bottle at Woosh stations is considerably lower than buying a bottle. The average price for a personal chilled water bottle (500 ml) in the United States is avarage 1.50$ (more in Miami beach). Bottle filling (of an equivalent amount) from a woosh station is targeted to be approximately $0.50 for visitors and $0.35 for citizens. That is 70% saving for consuming drinking water.
- **Lifestyle** – woosh encourages outdoor activities by making it easy to refresh yourself with cold water during the activity "on the go" in a fun and friendly way.

Service benefits to Municipality (City of Miami Beach)

- Make drinking water accessible across the city. **Provide Cool refreshment** on a hot day, On-The-Go.
- **Reducing the carbon footprint** of the city and enabling carbon offset by reducing plastic waste.
    - Reduce waste collection **costs**
    - Keep the city streets, beach and ocean **clean from plastic** bottles waste
    - Educate and promote **environmental protection values** in the city
- An **innovative service** to city residents and visitors, branding the city as an innovative city.
    - Converting the water network into a smart network.
    - Align with the Smart City concept.
- Encouraging **outdoor activities** that help resident and visitors maintain a healthier lifestyle, and help fight obesity and other related diseases.
- Accurate measuring the usage of a municipal service enabling smart deployment decisions.

Station Features:

- Bottle Filling Feature - digital accurate water filling, suitable for any type of bottle or water vessel. The Woosh system is designed with fixed water quantities that match standard bottle sizes available in the market of up to 1000 ml. this feature is designed to preserve water and to assure the usage will be only for drinking water.
- Water treatment - the Woosh water station is first of its kind using a state of the art **CIP (Clean In Place)** purification system which offers a high quality of water and guarantees automatic quality and bacterial growth control 24/7. The CIP system is patented by woosh®
- Bottle Cleansing System – fast easy ozone based bottle cleaning and sanitizing unit. Reusing uncleansed bottles creates an unpleasant smell form bacterial growth. Our bottle cleansing system solves this problem by providing a fast (about 15 seconds) ozone sanitizing treatment to customers' personal bottles. This feature promotes the use of reusable bottles in order to eliminate excessive plastic bottle manufacture, usage and waste. The bottle cleansing system is patented by woosh®.

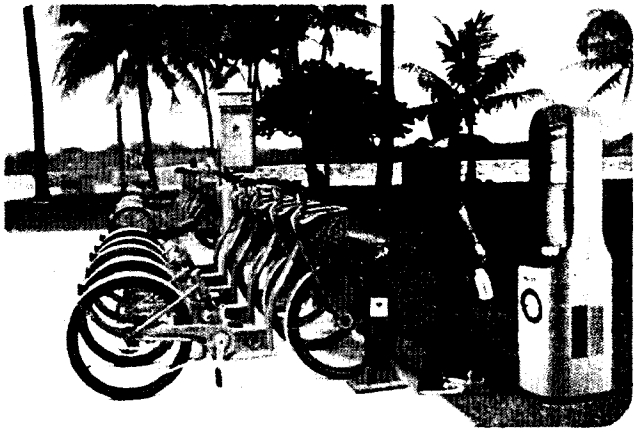
- Wi-Fi Enablement (optional) - the stations can function as a Wi-Fi zone for devices on 500 meters radius. Wi-Fi can be paid for or free (TBD).
- LCD Screen - the screen is designed to for other functions beyond operating the water station. Municipalities can use the screen as a **digital municipal message board** or as an advertisement platform. City can use the screen to better educate citizens on different city projects and programs. The LCD screen is 6mm thick anti-vandal glass with internal illumination for outdoor application.
- On line monitoring and remote control – Each station is remote controlled and operated from a central control room 24/7. The stations report their status, usage rates and other useful data. The stations will automatically shut down in any case of suspected problem with water quality, ensuring water safety at all time. Control room operator can remotely access each station for maintenance and customer service assistance at all times.
- Outdoor compatible – the stations are specifically designed for the challenges of the outdoor, including anti-vandal materials etc.
- Robust cooling system- in each station there is a unique cooling system that can provide chilled water even on massive usage and high volume of water.

Miami Beach – Installation scenarios illustrations

The stations will be deployed with a minimum interfearnce to pedstrain traffic.

Possible locations will be:

1. Next to a Bike Share stand
2. Next to an exisiting streat furniture on the sidewalk
3. By the beach board walk
4. Replacing the old telephone booth
5. High pedestrian traffic areas



Project Scope

General

- Woosh will establish a local based company – Woosh Miami Beach
- Woosh offer a two phase deployment phases-
    - Pilot phase – the first phase of deployment will consist of 20-30 stations under a pilot program. the deployment will be in a small geographic area in order to get a critical impact and to simulate a full scale deployment.
    - Scale up- based on a successful pilot phase, we expect a scale up of up to 120 stations.
- Woosh would provide an End To End solution: Station manufactory, deployment, operation, maintenance, customer service, control room. Woosh also supplies the back office support and maintenance service for the stations. The service will be hustle free to the municipality, as Woosh will take care of everything.
- Woosh will base its operation on the local work force, thus providing new job opportunities in several work fields:
    - Management
    - Marketing
    - Administration
    - Control room operators (IT, Dispatchers)
    - Customer service
    - technicians and technical team
- Woosh would share with the city any statistical data generated by the stations and periodical reports such as: number plastic bottles reduced, Co2 reduction, water usage. All on a city level while working according to the strictest privacy regulations.

Project layout

The City of Miami Beach and Woosh, will sign a MOU, in recognition of the mutual trust and benefits to be gained through a cooperative relationship, and approve the Woosh service and installation in The City of Miami Beach.

- The pilot phase will consist of 20-30 water stations across the city.
- The stations will be located on the streets, connected to municipal water and to the grid.

- Pilot time-frame of up to 18 months from launch. The stations will be permitted for at least 5 years if achieved success factor.
- People on the street will get to a station and refill their bottle with cold, purified water at any time.
- The end users will pay for the water a fraction of chilled bottled water price (final pricing will be determined prior to deployment, with estimations of ~$0.5 per 500 ml fill for visitors and ~$0.35 for citizens and service members).
    - Woosh will offer single use service (visitors) and membership program with substantial discount
    - Woosh would offer pre-paid RF cards to operate the stations
    - Woosh will cooperate with local hotels and businesses to promote the usage of the stations
    - Woosh will examine cross-platform usage with Citi Bike program, making the city's services connected.
- Woosh would be allowed to advertise on the station stand and digital screen.
- Woosh would be allowed to integrate sponsorship model (similar to Citi Bike)
- Woosh will be responsible for all operation aspects of the stations, Hustle-free to the city:
    - Woosh will establish a local team to clean the stations 2-3 times a week
    - Preform regular maintenance procedures
    - Troubleshooting, replacement parts
    - Control room operation
    - Customer service
- Woosh will be responsible for managing payments from end-users and customer service.

Structure of the proposal between the City and Woosh:

Estimated budget for the pilot phase

The pilot phase estimated investment budget for 18 months:

- Capital costs ~ $1,200,000
- Operating costs ~ $1,100,000
- **Total budget: ~2,300,000**

Optional Models

Woosh offer two optional models of the service. We can consider other alternatives as well – this models are the base for future discussions

Model A

In this proposed model, the city will assist the pilot project initial financing, and will be entitled to revenue share from project.

- Woosh will fund the operation, maintenance, data management of installations
- Woosh would bear the costs of electricity and water costs. We suggest deciding on a fix monthly price that would be paid per station.
- Woosh would fund the capital cost for the pilot phase
- Woosh would invest in total throughout the project, over $5M
- The city will assist by allocating funds for the capital cost for the pilot phase on a loan basis. The loan should be funding 10 stations (~$200,000 - Loan final amount to be decided by the city)
- City of Miami Beach logo on the stations.
- This loan would be paid back by Woosh to the city from the project's revenue over time.
    - The city will be paid 15% of the revenue until loan full amount is returned (estimated return time for $200,000 loan on a 25 stations program: 14-18 months)
    - After loan fully returned, The city will be entitled for 3% of water sales revenue and 12% of advertisement throughout the project life
    - The revenue share funds can be invested by the city in environmental projects for the community
- Woosh will guarantee the loan return to the city, in case project is stopped by Woosh.

Note: *this model is only suggested. The city may assist in other ways (in-kind) such as – infrastructure, marketing promotion, water and electricity connections, installation of stations, permitting etc.*

Model B

The city will not assist in funding, and will not be entitled to full revenue share

- Project will be privetaly fund completely.
- Woosh will be responsible for all of project funding.
- Revenue share: The city will be entitled for 10% of advertising revenue.

Project Timeline and roadmap

- Our target is to have the project launched on July , 2015
- Woosh would break ground three (3) months form date of signing on an agreement with the city.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE SUSTAINABILITY AND RESILIENCY COMMITTEE, AND AUTHORIZING THE ADMINISTRATION NEGOTIATE AN AGREEMENT WITH WOOSH WATER SYSTEMS FOR A PILOT PROGRAM, IN CONNECTION WITH THE IMPLEMENTATION, MANAGEMENT AND OPERATION OF A CITYWIDE NETWORK OF DRINKING WATER STATIONS.

WHEREAS, it is in the interest of the public health, safety, and welfare of its residents and visitors to reduce litter and pollutants on land and in the waters of the City of Miami Beach ("City"); and

WHEREAS, Woosh Water Systems (Woosh) is internationally renowned for their Smart Water Stations that are installed in public areas to provide the public with filtered water "on-the-go"; and

WHEREAS, this service provides an alternative to non-reusable plastic bottles; and

WHEREAS, the Smart Water Stations are computerized and provide filtered, chilled drinking water at a fraction of the cost to the consumer than traditional bottled water; and

WHEREAS, the Smart Water Stations are Wi-Fi enabled to allow for online monitoring and remote control; and

WHEREAS, include LCD screens that can be used as City message boards and/or advertisement purposes; and

WHEREAS, on April 22, 2015, the Sustainability and Resiliency Committee recommended that City staff negotiate a pilot program with Woosh.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Sustainability and Resiliency Committee, and authorize the Administration to negotiate an agreement with Woosh Water Systems for a pilot program, in connection with the implementation, management and operation of a citywide network of drinking water stations.

PASSED AND ADOPTED this ____ day of _____, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/1/15
Date

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO INVITATION TO NEGOTIATE (ITN) NO. 2015-112-WG FOR WELLNESS SERVICES FOR ACTIVE CITY EMPLOYEES

Key Intended Outcome Supported:

Ensure expenditure trends are sustainable over the long term

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

On March 11, 2015, the City Commission approved the issuance of the subject Invitation to Negotiate (ITN). On March 12, 2015 the ITN was issued with an opening date of April 10, 2015. A pre-proposal conference to provide information to the proposers submitting a response was held on March 18, 2015. The City received five (5) proposals from Harris Rothenberg International Inc., Nurtur Health Inc., Van Ackeren Consulting LLC DBA Personalized Prevention, Viverae Inc., and Pacific Southwest Associates Inc. The proposal submitted by Pacific Southwest Associates Inc., was deemed non-responsive for failure to meet to the minimum requirements.

On May 13, 2015, the City Manager appointed, via letter to Commission (LTC) No. 202-2015, an Evaluation Committee (the Committee), which convened on May 20, 2015, to consider the proposals received. The Committee was instructed to score and rank the proposal pursuant to the evaluation criteria established in the ITN. The results of the evaluation committee process were presented to the City Manager for his recommendation to the City Commission.

After reviewing the submission and Evaluation Committee rankings and proposals received, the City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida, authorize the Administration to enter into negotiations with Harris Rothenberg International Inc., the top-ranked proposer, and Viverae Inc., the second-ranked proposer; and, further authorize the Mayor and City Clerk to execute an agreement with the successful firm upon completion of successful negotiations by the Administration.

RECOMMENDATION
ADOPT THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		

Financial Impact Summary: The annual cost associated with the procurement of wellness services is subject to the funds availability approved through the City's budgeting process.

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SCT SCT AD	KB_____ MT	JLM

T:\AGENDA\2015\July 8\Procurement\ITN 2015-112-WG Wellness Services for Active City Employees - SUMMARY.doc

MIAMIBEACH

AGENDA ITEM C7E
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO INVITATION TO NEGOTIATE (ITN) NO. 2015-112-WG FOR WELLNESS SERVICES FOR ACTIVE CITY EMPLOYEES.**

ADMINISTRATION RECOMMENDATION
Adopt the resolution.

KEY INTENDED OUTCOME SUPPORTED
Ensure expenditure trends are sustainable over the long term.

FUNDING
The annual cost associated with the procurement of wellness services for active City employees is subject to the funds availability approved through the City's budgeting process.

BACKGROUND
The Administration issued ITN 2015-112-WG to seek the proposals from qualified firms in an effort to develop and implement a wellness program for active City employees. A wellness program is typically defined as an organized, employer-sponsored program that is designed to support employees as they adopt and sustain behaviors that reduce health risks, improve quality of life, enhance personal effectiveness, and benefit the organization's bottom line. The City seeks to establish a partnership with a qualified provider that facilitates the inherent nature of workplace wellness- a partnership between employer and employee.

ITN PROCESS
On March 11, 2015, the City Commission approved the issuance of the subject Invitation to Negotiate (ITN). On March 12, 2015 the ITN was issued with an opening date of April 10, 2015. A pre-proposal conference to provide information to the proposers submitting a response was held on March 18, 2015. The City received five (5) proposals from Harris Rothenberg International Inc., Nurtur Health Inc., Van Ackeren Consulting LLC DBA Personalized Prevention, Viverae Inc., and Pacific Southwest Associates Inc. The proposal submitted by Pacific Southwest Associates Inc., failed to meet to the minimum requirements and was therefore deemed non-responsive.

On May 13, 2015, the City Manager appointed, via letter to Commission (LTC) No. 202-2015, an Evaluation Committee (the Committee), consisting of the following individuals:

- Ed Beecher, Risk Manager, City of Pompano Beach
- Sonia Bridges, Risk Manager, Human Resources Department, City of Miami Beach
- Jose Del Risco, Assistant Director, Human Resources Department, City of Miami Beach
- Steven Feldman, Sergeant, Police Department, City of Miami Beach
- Faye Traeger, Benefits Manager, Human Resources Department, City of Miami Beach

The following Alternates were also appointed:

- Adonis Garcia, Captain, Fire Department, City of Miami Beach
- Tameka Otto-Stewart, Budget Officer, OBPI, City of Miami Beach

The Committee convened on May 20, 2015, to consider the proposals received. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided general information on the scope of services, references, and a copy of each proposal. The Committee was instructed to score and rank the proposal pursuant to the evaluation criteria established in the ITN.

Evaluation Criteria	Total Points
Proposer Experience and Qualifications, including Financial Capability	30
Scope of Services Proposed	40
Approach and Methodology	30

The Committee pointed out the importance of experience providing wellness services to public or private sector employers with a comparable number of employees.

The ITN also stipulated that additional points would be applied, if applicable pursuant to the City's Veteran's Preference Ordinance. However, none of the proposers were eligible for the veteran's reference.

After proposer's presentations and interviews, the Committee discussed the proposers' qualification, experience, and competence, and further scored the proposers accordingly. The final rankings are as follows:

ITN#2015-112-WG FOR WELLNESS SERVICES FOR ACTIVE CITY EMPLOYEES	Ed Beecher	Ranking	Sonia Bridges	Ranking	Jose DelRisco	Ranking	Steven Feldman	Ranking	Faye Traeger	Ranking		LOW AGGREGATE TOTALS	
Harris Rothenberg Internantional Inc./ Humana	90	1	87	1	95	2	100	1	95	1		6	1
Live Healthier/ Nurtur	75	2	73	4	100	1	97	4	85	2		13	3
Van Ackeren Consulting/ Personalized Prevention	70	3	75	3	75	4	98	3	70	4		17	4
Viverae Vital Inc.	70	3	78	2	90	3	100	1	85	2		11	2

In determining responsiveness and responsibility of the firm, the Department of Procurement Management verified compliance with the minimum requirements established in the ITN, financial capacity as contained in the Dun & Bradstreet Supplier Qualifier Report, and past performance through client references submitted by each proposer. The following is a summary of the firms as noted in their proposals.

Harris Rothenberg Internantional Inc./ Humana Inc., is a healthcare company offering a range of health and wellness products and services for employer groups, government programs and individuals. HumanaVitality services are provided by Harris, Rothenberg International Inc., DBA Humana Wellness, which is a wholly owned subsidiary of Humana Inc. Humana is one of the nation's largest publicly traded employee benefits companies and as of December 2014, they serve more than 3.8 million members nationwide.

Nutur Health Inc., is owned independently of any commercial health plan while delivering in house solutions across all employees. They have over 30 years in Health Management industry, and over 10 years providing wellness services to over 4M members.

Viverae Inc., is a privately held company, established in 2003, and is in its 13th year of service as a total population health management and wellness solutions provider. Viverae is centered on developing worksite wellness programs and providing, research validated solutions in health coaching, lifestyle management and onsite biometric screenings. They have over 390 clients and provide service to a collective population totaling 547,000 covered lives.

Van Ackeren Consulting DBA Personalized Prevention, a woman owned Company founded in 2006, is a privately owned, Texas domestic limited liability company that began as a strategic consulting firm for employers, and now specializes in total population health management, enterprise health risk management, wellness and prevention services. The principals of Personalized Prevention have over two decades in the healthcare and insurance industry.

MANAGER'S DUE DILIGENCE

After reviewing all the submissions and the Evaluation Committee's rankings of the proposals received, the City Manager exercised his due diligence and is recommending that the Mayor and the City Commission authorize the Administration to enter into negotiations with Harris Rothenberg International Inc., and Viverae Inc.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the resolution accepting the recommendation of the City Manager, pursuant to Invitation to Negotiate (ITN) No. 2015-112-WG, for Wellness Services for Active City Employees , authorizing the Administration to enter into negotiations with Harris Rothenberg International Inc., and Viverae Inc.; and further authorizing the Mayor and City Clerk to execute an agreement with the successful firm upon completion of successful negotiations by the Administration.

JLM / KB/ MT / SCT/ AD
T:\AGENDA\2015\July\PROCUREMENT\ITN 2015-112-WG Wellness Services for Active City Employees - Memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO INVITATION TO NEGOTIATE (ITN) NO. 2015-112-WG FOR WELLNESS SERVICES FOR ACTIVE CITY EMPLOYEES.

WHEREAS, Invitation to Negotiate (ITN) No. 2015-112-WG was issued on March 12, 2015, with an opening date of April 10, 2015; and

WHEREAS, a voluntary pre-proposal meeting was held on March 18, 2015; and

WHEREAS, the City received five (5) proposals; and

WHEREAS, on May 13, 2015, the City Manager via Letter to Commission (LTC) No. 202-2015, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

- Ed Beecher, Risk Manager, City of Pompano Beach
- Sonia Bridges, Risk Manager, Human Resources Department, City of Miami Beach
- Jose Del Risco, Assistant Director, Human Resources Department, City of Miami Beach
- Steven Feldman, Sergeant, Police Department, City of Miami Beach
- Faye Traeger, Benefits Manager, Human Resources Department, City of Miami Beach

The following Alternates were also appointed:

- Adonis Garcia, Captain, Fire Department, City of Miami Beach
- Tameka Otto-Stewart, Budget Officer, OBPI, City of Miami Beach

WHEREAS, the Committee convened on May 20, 2015 to consider proposals received; and

WHEREAS, the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law; general information on the scope of services, references, and a copy of the proposal; and

WHEREAS, the Committee was instructed to score and rank the proposals pursuant to the evaluation criteria established in the ITN; and

WHEREAS, after reviewing all the submissions and the Evaluation Committee's rankings, the City Manager exercised his due diligence and is recommending that the Administration be authorized to enter into negotiations with Harris Rothenberg International Inc. and Viverae Vital, Inc.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Invitation to Negotiate No. 2015-112-WG (the ITN), for Wellness Services for Active City Employees; authorize the Administration to enter into negotiations with Harris Rothenberg International Inc. and Viverae Vital, Inc.; and further authorize the Mayor and

City Clerk to execute an Agreement with the successful firm upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED this _____ day of _____2015.

ATTEST:

_____ _____

Rafael E. Granado, City Clerk Philip Levine, Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date 6/30/15

T:\Agenda\2015\July 8\ITN 2015-112-WG Wellness Services for Active City Employees - Reso.doc

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER, PURSUANT TO INVITATION TO BID (ITB) 2015-210-WG FOR MIAMI BEACH GOLF CLUB CART PATH REPLACEMENT, TO AWARD A CONTRACT TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER OF THE ITB.

Key Intended Outcome Supported:

Build And Maintain Priority Infrastructure With Full Accountability

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

BACKGROUND

The Miami Beach Golf Club is a landmark that is enjoyed by South Florida residents and visitors from around the world. The course received a major facelift in 2002 that included the construction of a new clubhouse and extensive landscaping and grounds improvements. However, many of the cart paths and curbs have settled and cracked resulting in potential safety hazards as well as an aesthetically unappealing condition. . These improvements will eliminate the hazardous conditions and improve the overall operations and presence of the course. To seek a contractor to correct the noted deficiencies, the Administration issued the above referenced ITB.

The successful bidder to the ITB will be responsible for the removal and disposal of approximately 146 non-continuous flags of broken concrete on the cart path and the replacement utilizing Class I (non-structural) Concrete, as well the removal, replacement, repair and addition of approximately 285 non-continuous linear feet of curbing throughout the Miami Beach Golf Course.

CITY MANAGER'S RECOMMENDATION

The Administration believes it is important to complete the improvements prior to the beginning of the season. Therefore, since the City Commission is in recess during the month of August and no award recommendations will be considered until September 9, 2015, the City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida, authorize the City Manager to award a contract to the lowest responsive, responsible bidder to ITB 2015-210-WG, for the Miami Beach Golf Club Cart Path Replacement. Upon award, the City Manager will communicate his decision to the Mayor and City Commission via an LTC.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
		N/A	N/A

Financial Impact Summary: All funds will have been previously approved for the described scope of work.

City Clerk's Office Legislative Tracking:

Alex Denis, Director Ext # 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD JR	MT	JLM

T:\AGENDA\2015\July 8\PROCUREMENT\ITB 2015-210-WG Miami Beach Golf Club Cart Path Replacement-ISSUANCE SUMMARY.doc

MIAMIBEACH

AGENDA ITEM C7F

DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER, PURSUANT TO INVITATION TO BID (ITB) 2015-210-WG FOR MIAMI BEACH GOLF CLUB CART PATH REPLACEMENT, TO AWARD A CONTRACT TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER TO THE ITB.**

BACKGROUND

The Miami Beach Golf Club is a landmark that is enjoyed by South Florida residents and visitors from around the world. The course received a major facelift in 2002 that included the construction of a new clubhouse and extensive landscaping and grounds improvements. However, many of the cart paths and curbs have settled and cracked resulting in potential safety hazards as well as an aesthetically unappealing condition. These improvements will eliminate the hazardous conditions and improve the overall operations and presence of the course. To seek a contractor to correct the noted deficiencies, the Administration issued the above referenced ITB.

SCOPE OF SERVICES

The successful bidder to the ITB will be responsible for the removal and disposal of approximately 146 non-continuous flags of broken concrete on the cart path and the replacement utilizing Class I (non-structural) Concrete, as well the removal, replacement, repair and addition of approximately 285 non-continuous linear feet of curbing throughout the Miami Beach Golf Course.

RECOMMENDATION

The Administration believes it is important to complete the improvements prior to the beginning of the season. Therefore, since the City Commission is in recess during the month of August and no award recommendations will be considered until September 9, 2015, the City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida, authorize the City Manager to award a contract to the lowest responsive, responsible bidder to ITB 2015-210-WG, for the Miami Beach Golf Club Cart Path Replacement. Upon award, the City Manager will communicate his decision to the Mayor and City Commission via an LTC.

CONCLUSION

The City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida, authorize the City Manager pursuant to Invitation to Bid (ITB) for the Miami Beach Golf Club Cart Path Replacement, to award to the lowest responsive, responsible bidder to the ITB.

JLM/ MT/ JR/ AD

T:\AGENDA\2015\July\PROCUREMENT\ITB 2015-210-WG Miami Beach Golf Cart Path Replacement.-ISSUANCE MEMO.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER, PURSUANT TO INVITATION TO BID (ITB) 2015-210-WG, FOR MIAMI BEACH GOLF CLUB CART PATH REPLACEMENT, TO AWARD A CONTRACT TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER OF THE ITB.

WHEREAS, the Miami Beach Golf Club is a landmark that is enjoyed by South Florida residents and visitors from around the world; and

WHEREAS, the facility received a major facelift in 2002 that included the construction of a new clubhouse and extensive landscaping and grounds improvements; and

WHEREAS, currently many of the cart paths and curbs have settled and cracked resulting in potential safety hazards as well as an aesthetically unappealing condition.

WHEREAS, to seek a contractor to correct the noted deficiencies, the Administration issued the ITB 2015-210-WG; and

WHEREAS, the successful bidder will be responsible for the removal and disposal of approximately 146 non-continuous flags of broken concrete on the cart path, and its replacement by utilizing Class I (non-structural) Concrete; as well the removal, replacement, repair and addition of approximately 285 non-continuous linear feet of curbing throughout the Miami Beach Golf Course; and

WHEREAS, between the last meeting on July 8, 2015, and the first regularly scheduled meeting on September 9, 2015 the City Commission will not be in session; and

WHEREAS, given the time sensitive nature of the project, the City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the City Manager, pursuant to ITB 2015-210-WG, for the Miami Beach Golf Club Cart Path Replacement, to award a contract to the lowest responsive, responsible bidder of the ITB. Upon award, the City Manager will communicate his decision to the Mayor and City Commission via an LTC; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission authorize the City Manager pursuant to ITB 2015-210-WG, for the Miami Beach Golf Club Cart Path Replacement, to award a contract to the lowest responsive, responsible bidder of the ITB.

PASSED AND ADOPTED this _____ day of _____2015.

ATTEST:

_____ _____

Rafael E. Granado, City Clerk Philip Levine, Mayor

T:\Agenda\2015\July 8\ITB 2015-210-WG Miami Beach Golf Club Cart Path Replacement - Reso.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 6/30/15 Date

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Recommendation Of The May 27, 2015 Land Use And Development Committee To Repair The Lakeview Drive Seawall, And Directing The Administration To Identify Those Seawalls In Need Of Immediate Repair.

Key Intended Outcome Supported:

Item Summary/Recommendation:

At its May 27, 2015 Land Use and Development Committee meeting, the committee heard item 4B, *A Discussion Regarding The Degradation Of The Sea Wall In The Lakeview Drive Neighborhood.*

The Committee briefly discussed the conditions of the seawall separating the lake from the Cherokee Avenue street-end, currently in degrading condition (there is no seawall cap and the wall is cracked and cannot hold back the lake during the higher tides). Another major concern was that continued degradation of the seawall could undermine its structural integrity and repairs were in dire need. As a result, the Committee made a motion to refer the item to the full City Commission with a favorable recommendation.

At the June 10, 2015 meeting, the Commission directed staff to move forward with the repair of this seawall. In an abundance of caution, the City Attorney's office recommended that this item be returned to Commission to approve a Resolution formalizing that Commission Action.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC EC	MT	JLM JM

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE MAY 27, 2015 LAND USE AND DEVELOPMENT COMMITTEE TO REPAIR THE LAKEVIEW DRIVE SEAWALL, AND DIRECTING THE ADMINISTRATION TO IDENTIFY THOSE SEAWALLS IN NEED OF IMMEDIATE REPAIR.**

BACKGROUND

At its May 27, 2015 Land Use and Development Committee meeting, the committee heard item 4B, *A Discussion Regarding The Degradation Of The Sea Wall In The Lakeview Drive Neighborhood.*

The Committee briefly discussed the conditions of the seawall separating the lake from the Cherokee Avenue street-end, currently in degrading condition (there is no seawall cap and the wall is cracked and cannot hold back the lake during the higher tides). Another major concern was that continued degradation of the seawall could undermine its structural integrity and repairs were in dire need. As a result, the Committee made a motion to refer the item to the full City Commission with a favorable recommendation.

At the June 10, 2015 meeting, the Commission directed staff to move forward with the repair of this seawall. In an abundance of caution, the City Attorney's office recommended that this item be returned to Commission to approve a Resolution formalizing that Commission Action.

CONCLUSION

The Administration recommends adopting the Resolution.

Attachments:

JM/MT/ETC/JJF/BAM

T:\AGENDA\2015\July\PUBLIC WORKS\lakeview seawall repair. Memo.doc

RESOLUTION TO BE SUBMITTED

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Recommendation Of The May 27, 2015 Sustainability And Resiliency Committee To Explore The Range Of Financing Options Proffered By Big Belly Solar Without Advertising

Key Intended Outcome Supported:

Item Summary/Recommendation:

The Sanitation Division utilizes various styles of litter receptacles in high-traffic areas throughout the public right-of-way (ROW). Miami-Dade County Parks and Recreation maintains all beach trash cans and the Miami Beach Parks and Recreation Department maintains trash and recycling receptacles at City parks.

The City is currently struggling to achieve its right-of-way recycling goals. Specifically, the Sanitation Division is seeing a substantial amount of cross contamination of trash in the recycling bins. Staff anticipates that placing recycling bins next to trash bins will improve recycling rates in the right-of-way. Past demonstration projects have shown that dual bins result in the least amount of cross contamination and the highest collection by percentage of recyclables.

In 2012, the City conducted a demonstration project at the Euclid Circle on Lincoln Road that compared the silver Victor Stanley recycling bin, the Coca-Cola dual bin, the Go-Green EcoBin and the Big Belly dual bin. In the Euclid Circle demonstration project, Coca-Cola's recycling bin was the most successful prototype, having the least amount of cross contamination and largest quantity of recyclable present. In 2012, per the City's agreement with Coca-Cola, the City installed 43 dual trash and recycling bins at every corner on Lincoln Road as part of a pilot program. The City Commission selected Coca Cola dual bin design at the recommendation of the FWCPC, Historic Preservation Board and Design Review Board (Attachment B).

The Coca Cola dual bins are already showing signs of rusting and other minor physical damage. As such, the City is looking to have them refurbished this year. The City has also requested a quote from the manufacturer for the same design but fabricated with aluminum, which will stand up better to the elements. Before we proceed with this refurbishment, we believe it would be appropriate to take another look at the Big Belly Option.

Based upon the presentation to the Sustainability and Resiliency Committee, on May 22, 2015, Big Belly proposed a pilot project with 24 locations at an annual cost of $36,000 (Attachment C). The Administration recommends that a pilot program be implemented for the duration of (6) six months at no cost to the City in order to evaluate the Big Belly dual bins with respect to labor and cost savings of the operation. The program could consist of placing the dual bins at (4) designated locations within the areas of South Point Park, North Shore Open Space Park, as well as (20) locations on, Ocean Drive, Lincoln Road and Washington Ave. at the end of the (6) six months the Commission would be provided with a thorough analysis of whether or not the cost associated with purchasing dual bins from Big Belly would be feasible and/or cost effective to the operation.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC EC	MT	JLM

T:\AGENDA\2015\July\PUBLIC WORKS\big belly. Sum.doc

Agenda Item C7H
Date 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE MAY 27, 2015 SUSTAINABILITY AND RESILIENCY COMMITTEE TO EXPLORE THE RANGE OF FINANCING OPTIONS PROFFERED BY BIG BELLY SOLAR WITHOUT ADVERTISING**

BACKGROUND

The Sanitation Division utilizes various styles of litter receptacles in high-traffic areas throughout the public right-of-way (ROW). Miami-Dade County Parks and Recreation maintains all beach trash cans and the Miami Beach Parks and Recreation Department maintains trash and recycling receptacles at City parks.

The following is a table with the breakdown of the different bin styles, cost, lifespan, locations, and their citywide totals. Attachment A provides an image of each bin type.

	Bin Type	Cost	Lifespan	Locations	Number Bins
Victor Stanley Green	Trash	$1,240	7 years*	Entertainment Districts	892
Chase Side Opening	Recycling	$1,300	5 years*	Entertainment Districts	66
Beachwalk Wire Basket	Trash	$160	2 years	Beachwalks	120
Coca-Cola Dual Bin**	Dual	$1,680	3 years*	Lincoln Road	43 (86 total waste/recycling)
Fibrex Dual Bin**	Dual	$1,000	5 years	Beach Entrances and Green Public Space	63 (126 total waste/recycling)
Twist Can	Trash	n/a	20 years*	Narrow sidewalks in residential neighborhoods. Parking lots.	181

* Bins are periodically refurbished to increase their longevity.

**Cost includes both trash & recycling bin.

ANALYSIS

The City is currently struggling to achieve its right-of-way recycling goals. Specifically, the Sanitation Division is seeing a substantial amount of cross contamination of trash in the recycling bins. Staff anticipates that placing recycling bins next to trash bins will improve recycling rates in the right-of-way. Past demonstration projects have shown that dual bins result in the least amount of cross contamination and the highest collection by percentage of recyclables.

In 2012, the City conducted a demonstration project at the Euclid Circle on Lincoln Road that compared the silver Victor Stanley recycling bin, the Coca-Cola dual bin, the Go-Green EcoBin and the Big Belly dual bin. In the Euclid Circle demonstration project, Coca-Cola's recycling bin was the most successful prototype, having the least amount of cross contamination and largest quantity of recyclable present. In 2012, per the City's agreement with Coca-Cola, the City installed 43 dual trash and recycling bins at every corner on Lincoln Road as part of a pilot program. The City Commission selected Coca Cola dual bin design at the recommendation of the FWCPC, Historic Preservation Board and Design Review Board (Attachment B).

The Coca Cola dual bins are already showing signs of rusting and other minor physical damage. As such, the City is looking to have them refurbished this year. The City has also requested a quote from the manufacturer for the same design but fabricated with aluminum, which will stand up better to the elements.

Based upon the presentation to the Sustainability and Resiliency Committee, on May 22, 2015, Big Belly proposed a pilot project with 24 locations at an annual cost of $36,000 (Attachment C). The Administration recommends that a pilot program be implemented for the duration of (6) six months at no cost to the City in order to evaluate the Big Belly dual bins with respect to labor and cost savings of the operation. The program could consist of placing the dual bins at (4) designated locations within the areas of South Point Park, and North Shore Opens Space Park, as well as (20) locations on Ocean Drive, Lincoln Road and Washington Ave. At the end of the (6) six months the Commission would be provided with a thorough analysis of whether or not the cost associated with purchasing dual bins from Big Belly would be feasible and/or cost effective to the operation.

CONCLUSION

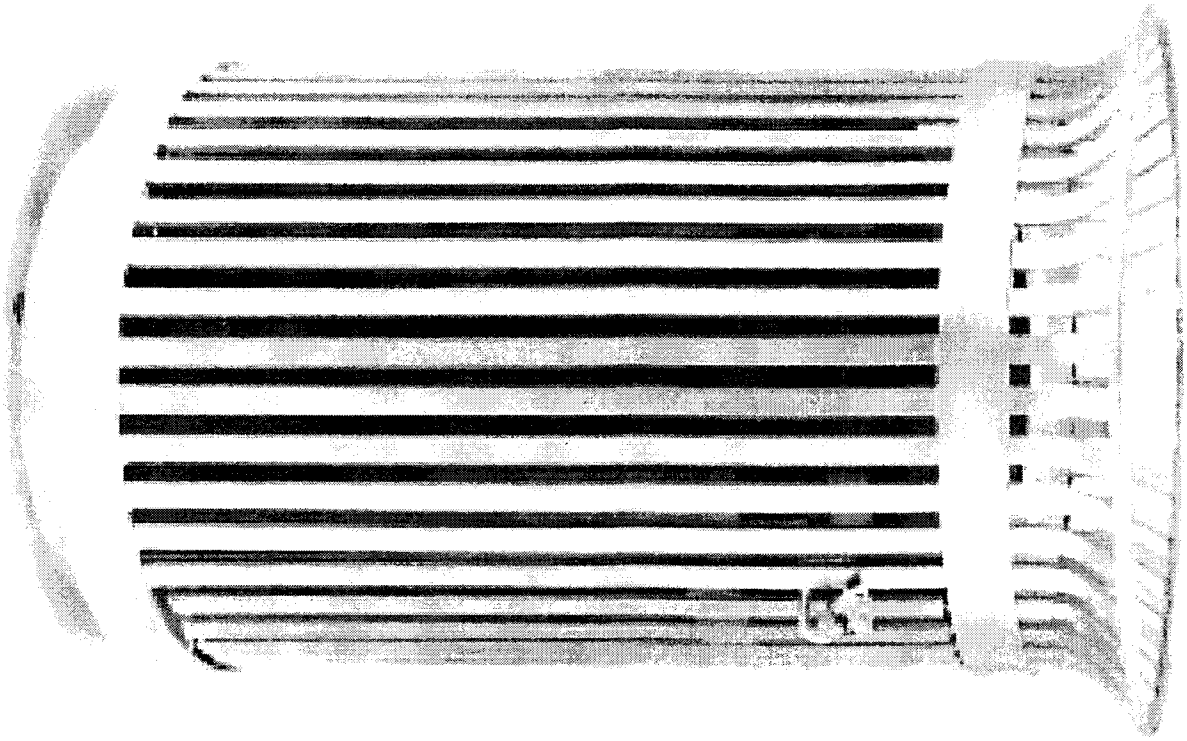
The Administration recommends that the Mayor and City Commission explore a pilot program of the Big Belly dual bins at no cost to the City. The following is presented to the City Commission for discussion and further direction.

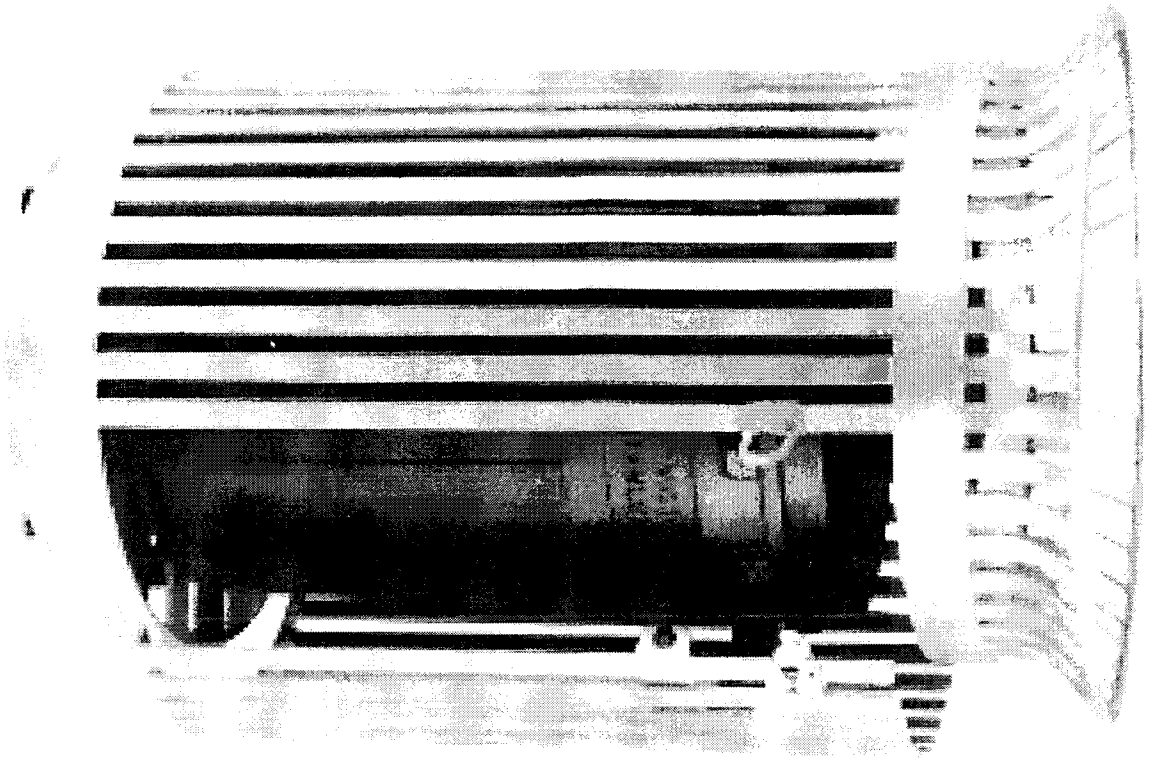
Attachments: A: Trash & Recycling Bin Types
B: Commission Memo – December 12, 2012
C: Big Belly proposed pilot program

JM/MT/ETC/JJF/BAM

T:\AGENDA\2015\July\PUBLIC WORKS\big belly. Memo.doc

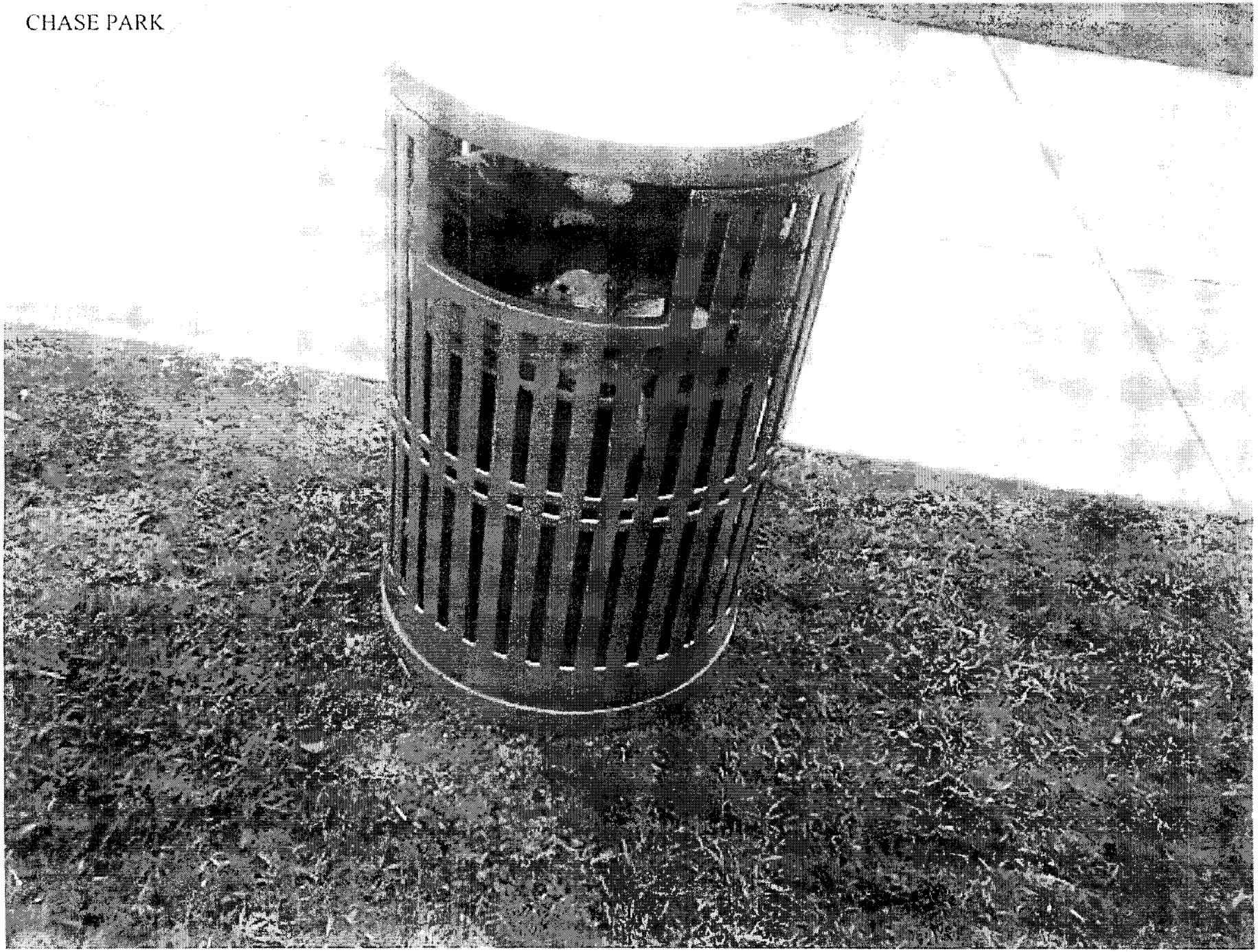
Attachment – A





VICTOR STANLEY

CHASE PARK



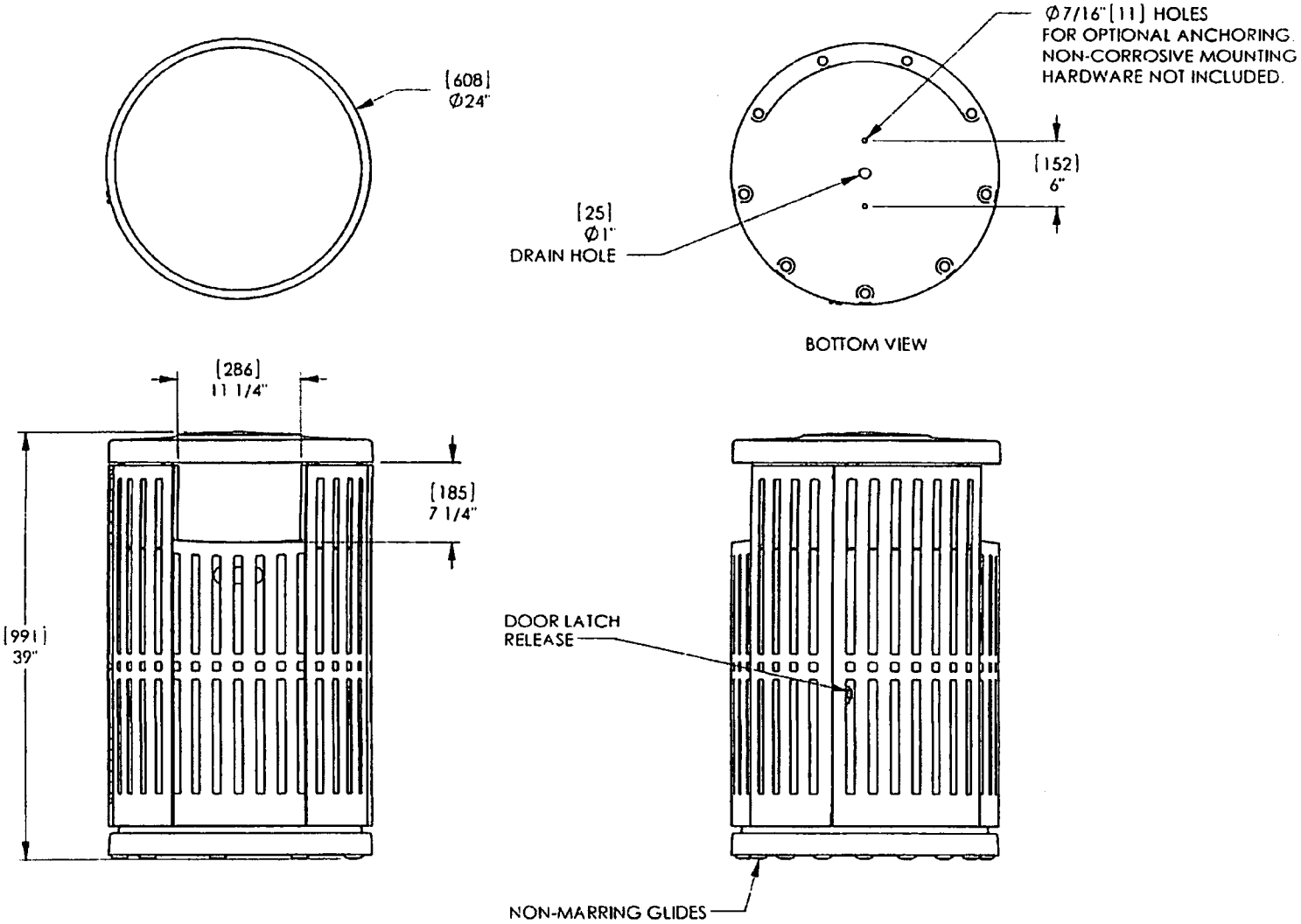
Chase Park®

Side Opening Litter Receptacle

Product Drawing

landscapeforms®

www.landscapeforms.com Ph: 800.521.2546



Drawing: CP362-01
Date: 8/5/2010
Dimensions are in Inches[mm]
U.S. Patent Nos.: D472,357; D481,507; D489,502

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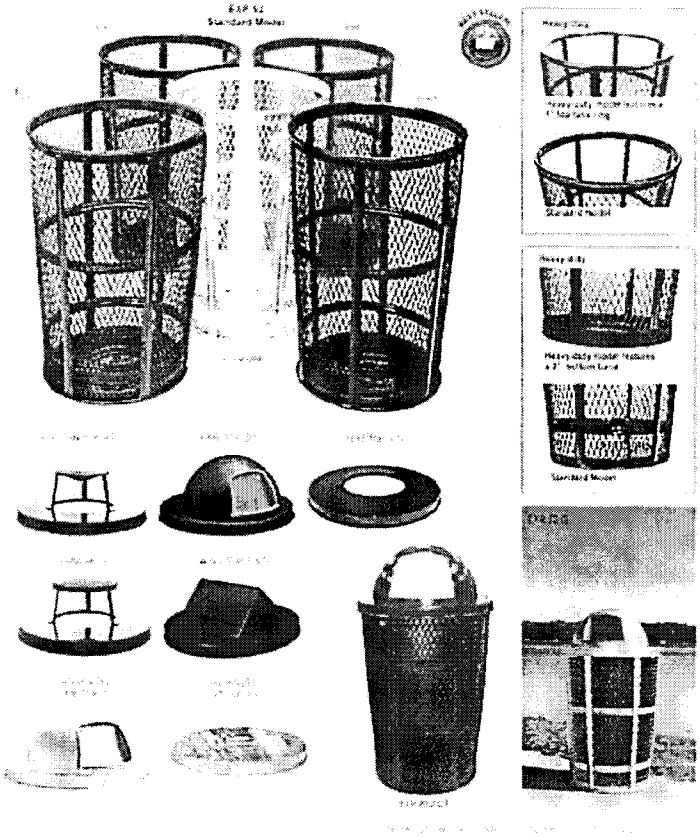
Blue Stainless Steel Twist Trash Can

An Amsat Group Company

Witt Outdoor - Expanded Metal Receptacles

Expanded Metal Receptacles
Attractive, durable and ADA compliant

- Hot dipped galvanized or powder coat finish for maximum wear resistance
- Added vertical ribs for reinforcement
- See through mesh is great for added safety in public areas
- Lid options include Dome Top, Flat Top, Rain Cap, Swing Top and AshTop



Certified WBENC

ISO9001 CERTIFIED

CADdetails

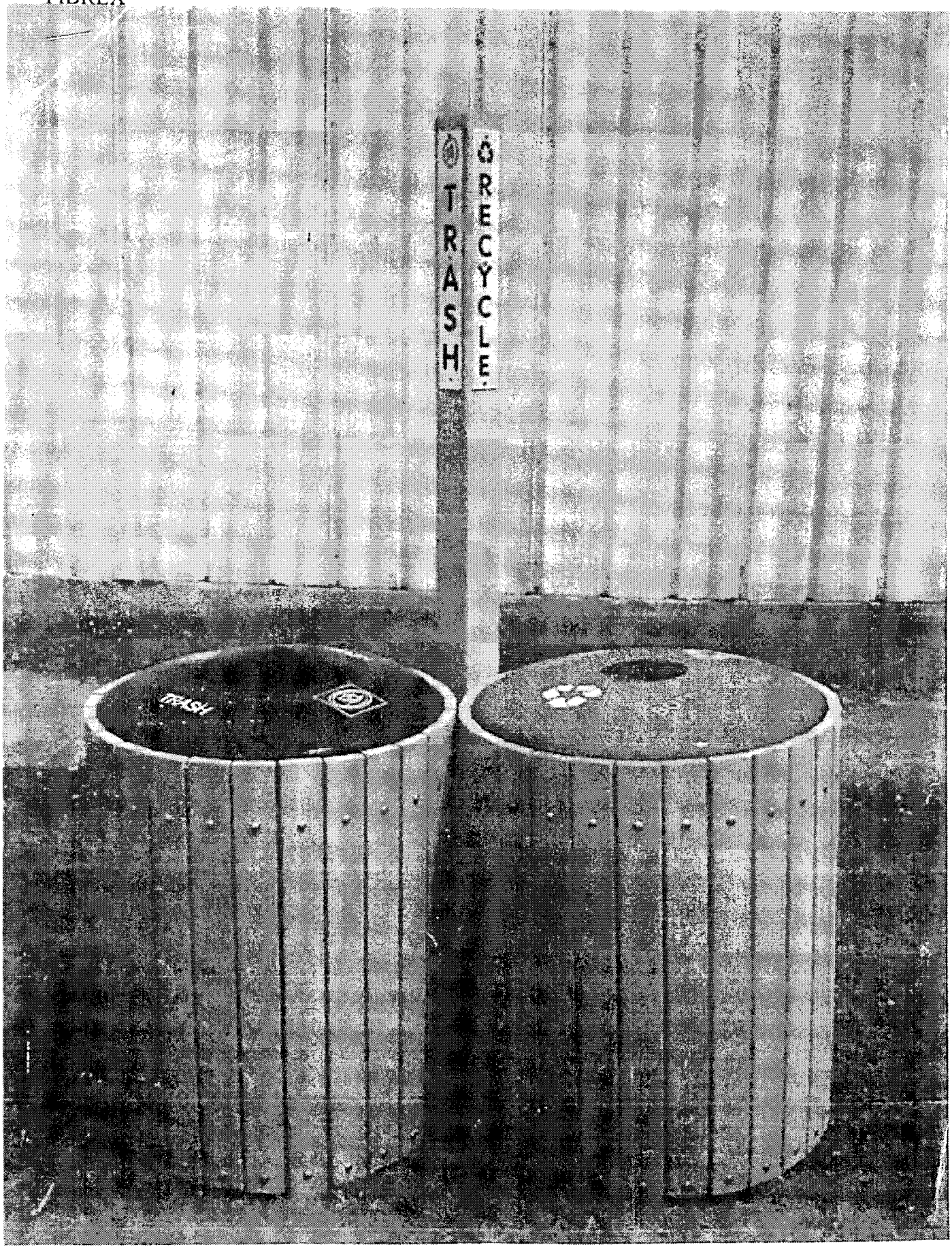
Expanded Metal Recycling Receptacles
Designed to accompany standard EXP waste receptacles to create an outdoor waste and recycling station

- Powder coat finish for maximum wear resistance
- Standard with nameplate for recycle logo
- Added vertical ribs for reinforcement
- See through mesh is great for added safety in public areas
- Includes flat top recycling lid with two 4" round openings
- Optional rigid plastic liner available

Model No	Description	Finishes	Capacity	Weight	Dimensions
EXP-52	Expanded Metal outdoor container	(GI), (BK), (BL), (RD), (GN)	48 Gal	31 lbs	23" dia x 33

RECYCLE CLEAR

FIBREX



Attachment B

COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving The Sole Source Purchase Of The Matching Trash Receptacle From Recycle Clear, The Manufacturer Of The Recycling Receptacle Provided Under The Coca-Cola Sponsorship Agreement, In The Estimated Amount $34,400 For Fiscal Year 2012/13, And Waiving By 5/7ths Vote, The Formal Competitive Bidding Requirement, Finding Such Waiver To Be In The In The Best Interest Of The City.

Key Intended Outcome Supported:

Enhance the Environmental Sustainability of the Community and Improve Cleanliness of Miami Beach Rights of Way Especially in Business Areas.

Supporting Data (Surveys, Environmental Scan, etc.): Under the 2012 Community Survey, the City of Miami Beach received moderate ratings on its efforts to be green (66% positive) and on its sustainability initiatives (63% positive).

Item Summary/Recommendation:

Coca-Cola has designed a custom recycling bin and matching trash bin, with die-cut messaging that can be placed together to create a dual unit. In the Euclid Circle demonstration project, Coca-Cola's recycling bin was the most successful prototype, having the least amount of cross contamination and largest quantity of recyclables present. The City needs 43 dual units (43 recycling bins plus 43 trash bins) to serve Lincoln Road. Per its Sponsorship Agreement, Coca-Cola will provide the 43 recycling bins. However, the City will need to purchase 43 matching trash bins designed by Coca-Cola to provide a uniform dual unit.

The cost per individual bin designed by Coca-Cola is $800. The trash and recycling bins are priced individually. Coca-Cola has committed to provide 43 individual recycling bins to be installed, at no cost to the City. The City would be responsible for purchasing the 43 matching trash bins to complete the 43 dual units necessary along Lincoln Road. Recycle Clear is the sole manufacturer of the recycling and trash bins designed by Coca-Cola, which has several patented features in the design. This request for a sole source manufacturer will ensure continuity and unity for the Lincoln Road ROW recycling and trash dual units.

It should be noted that outside of Lincoln Road, there are approximately 790 trash receptacles and 74 silver urban style standalone recycling bins throughout the City. These existing trash receptacles cost $1,200 per receptacle to replace at the end of their life cycle. If in the future, the City decides to replace all of the 864 trash and recycling receptacles with the trash and recycling bins designed by Coca-Cola, Recycler Clear would be the sole source supplier. At $800 per bin, the total cost of replacing all 864 existing trash and recycling receptacles is $691,200; therefore the City Administration recommends that the City trash and recycling bins, only be replaced after they have reached the end of their 4 to 6 year life cycle.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE RESOLUTION.

Advisory Board Recommendation:

On July 9, 2012, the FCWPC recommended that the Commission approve the Coca-Cola recycling receptacle design and include a matching trash receptacle. On September 11, 2012, the HPB recommended that Coca-Cola develop a design more consistent with the unique characteristics of the City. On October 2, 2012, the DRB recommended that the City move forward with the proposed dual bin design.

Financial Information:

Source of Funds:		Amount	Account
	1	$25,000	365-2558-069359
	2	$9,400	301-2558-069359
	3		
OBPI	Total		

Financial Impact Summary: At $800 per bin, the total cost of replacing all 864 existing trash and recycling receptacles is $691,200; therefore the City Administration recommends that the City trash and recycling bins, only be replaced after they have reached the end of their 4 to 6 year life cycle.

City Clerk's Office Legislative Tracking:

Richard Saltrick ext. 6565

Sign-Offs:

Department Director	Assistant City Manager		City Manager
FHB	JGG	MAS	KGB

T:\AGENDA\2012\12-12-12\Recycling Bin Summary.doc

MIAMIBEACH

AGENDA ITEM C7M

DATE 12-12-12

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Kathie G. Brooks, Interim City Manager

DATE: December 12, 2012

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF THE MATCHING TRASH RECEPTACLE FROM RECYCLE CLEAR, THE MANUFACTURER OF THE RECYCLING RECEPTACLE PROVIDED UNDER THE COCA-COLA SPONSORSHIP AGREEMENT, IN THE ESTIMATED AMOUNT $34,400 FOR FISCAL YEAR 2012/13, AND WAIVING BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE IN THE BEST INTEREST OF THE CITY.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the resolution.

FUNDING

Funding will be provided from the following accounts for Fiscal Year 2012/2013.

- $25,000 RDA City Center Projects – Trash Receptacles Account Number 365-2558-069359
- $9,400 Capital Projects Not Financed By Bonds – Trash Receptacles Account Number 301-2558-069359

BACKGROUND

City staff, at the urging of the Sustainability Committee, has investigated improvements to the design of the recycling bins currently deployed throughout the City, as it has been established that placing recycling bins next to trash bins improves recycling rates.

The Finance and Citywide Projects Committee (FCWPC) recommended that during FY 2012/13 budget discussion, staff determine the number and locations of recycling bins that are needed in the right-of-way (ROW), and present a cost comparison for the current silver bin, the Coca-Cola recycling bin, and/or the Big Belly recycling bin. On May 17, 2012, the FCWPC reviewed the Euclid Circle recycling bin demonstration. In the Euclid Circle demonstration project, Coca-Cola's recycling bin was the most successful prototype, having the least amount of cross contamination and largest quantity of recyclables present.

On July 9, 2012, FCWPC determined that the Coca-Cola recycling bin design was the most cost-effective model, approved the Coca-Cola design, and recommended that a dual recycling and trash receptacle be developed and installed as a pilot project along Lincoln Road. The Committee

recommended that the Historic Preservation Board (HPB) and the Design Review Board (DRB) provide comment on the design.

On September 11, 2012, the HPB passed a resolution encouraging Coca-Cola to further develop the design for the containers in a manner more consistent with the unique design characteristics of the City of Miami Beach.

On October 2, 2012, the DRB passed a resolution recommending moving forward with a more rounded metal rain hood, with the inclusion of the Miami Beach logo to be located on the trash container in addition to its location on the recycling container.

On October 24, 2012, the City Commission passed a resolution approving the design of the recycling receptacle in the color silver to be provided under the Coca-Cola Sponsorship Agreement, the design of a matching trash receptacle in the color blue, and the replacement of containers as needed.

Coca-Cola has designed a custom recycling bin and matching trash bin, with die-cut messaging that can be placed together to create a dual unit (Attachment A).

ANALYSIS

The City needs 43 dual units (43 recycling bins plus 43 trash bins) to serve Lincoln Road. Per its Sponsorship Agreement, Coca-Cola will provide the 43 recycling bins. However, the City will need to purchase 43 matching trash bins designed by Coca-Cola to provide a uniform dual unit.

The trash and recycling bins are priced individually. Coca-Cola has committed to provide 43 individual recycling bins to be installed, at no cost to the City. The City would be responsible for purchasing the 43 matching trash bins to complete the 43 dual units necessary along Lincoln Road. The cost per individual bin designed by Coca-Cola is $800, which is the cost paid by Coca-Cola.

Recycle Clear is the sole manufacturer of the recycling and trash bins designed by Coca-Cola (Attachment C). The Recycle Clear product has several patented features, which is another reason why a sold source purchase is required for this design. This request for a sole source manufacturer will ensure continuity and unity for the Lincoln Road ROW recycling and trash dual units.

It should be noted that outside of Lincoln Road, there are approximately 790 trash receptacles and 74 silver urban style standalone recycling bins throughout the City. These existing trash receptacles cost $1,200 per receptacle to replace at the end of their life cycle, which is four (4) to six (6) years. If in the future, the City decides to replace all of the 864 trash and recycling receptacles with the trash and recycling bins designed by Coca-Cola, Recycler Clear would be the sole source supplier. At $800 per bin, the total cost of replacing all 864 existing trash and recycling receptacles is $691,200; therefore the City Administration recommends that the City trash and recycling bins, only be replaced after they have reached the end of their 4 to 6 year life cycle.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the resolution.

Attachments:
A. Dual Recycling and Trash Receptacle Design
B. Recycle Clear Product Patents

KGB/MAS/FHB/JJF/RWS/ESW
T:\AGENDA\2012\12-12-12\Recycling Bin Memo.doc

Recycling/Trash Bin set

Attachment A

Dimensions of each bin
Footprint 23" x 22"
Height 40" (without rainhood)

Outdoor Bin design

- Leveling Feet (4/bin)
- Anchor holes available for securing to concrete – 2/bin
- Bins made from 82% recycled steel (68% post consumer and 14% pre consumer)
- Includes BLACK inside bin made with 100% post consumer HDPE plastic (#2)
- SILVER recycling bin: BLUE (pantone 2747) metal backing
- BLUE (pantone 2747) trash bin: SILVER metal backing
- BLUE paint: Pantone 2747
- RAINHOODS: Metal (same color as bin) with 4.5" bevel in middle/8" side height

Coca-Cola

Recycle Clear
Innovative Recycling Solutions
www.recycleclear.com

2210 S 54th Street
Milwaukee, WI 53219
414-431-0651
414-431-0652 (Fax)

Thank you for choosing Recycle Clear. We take pride in providing quality, easy-to-maintain products for all your recycling needs, indoor or outdoor.

Our commitment to recycling prompted us to create attractive, customizable solutions for recycling in your community, and beyond. Recycle Clear products are manufactured in Milwaukee, WI from 82% Recycled Steel.

Our products have unique features in them themselves which makes them different from any other recycling container. Our products have Patent #'s US 7,642,915, US D579,617, US 8,042,703, US D617,519 Trade Marks 3,680,114, 3,719,561, 3,719,558 and numerous patent pending statuses since February, 2008. Recycle Clear is the sole manufacturer of the Recycle X™ Recycle X2™, Recycle X3™, Recycle 3™, and the Recycle Pro Series. Our Products sell under Riverwest Engineering & Design – DBA Recycle Clear.

We hope you are completely satisfied with your Recycle Clear product and that you will think of us for all your future recycling needs. Your feedback is welcome and encouraged at Recycle Clear. If you can imagine it, we can build it!

Sincerely,
The Recycle Clear Team

RESOLUTION TO BE SUBMITTED

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2014-346-YG, FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES IN SPECIALIZED CATEGORIES ON AN AS-NEEDED-BASIS, FOR THE DISCIPLINES OF PLANNING AND URBAN DESIGN ARCHITECTURE, ENVIRONMENTAL ENGINEERING, INTERIOR DESIGN AND SPACE PLANNING ARCHITECTURE, AND STRUCTURAL ENGINEERING.

Key Intended Outcome Supported:

Streamline The Delivery Of Services Through All Departments

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

The Administration issued RFQ 2014-346-YG to seek the proposals from consultants to provide Architectural and Engineering Services in Specialized Categories On An As-Needed-Basis, for projects in which construction costs do not exceed $2 Million or for study activities for which the fee does not exceed $200,000. The RFQ was approved for issuance by the City Commission on September 17, 2014. The RFQ was released on September 18, 2014. A pre-proposal conference to provide information to the proposers submitting a response was held on October 1, 2014. An additional pre-proposal conference was also held on October 13, 2014. On December 2, 2014, the City received proposals from fifty-one (51) firms.

Via Resolution 2015-29041 passed and adopted June 10, 2015, the Mayor and City Commission accepted the City Manager's recommendation pertaining to the ranking of proposals for the disciplines of Landscape Architecture, General Architecture, Town Planning Architecture, Historical Preservation Architecture, Civil Engineering, Land Surveying, and Mechanical, Electrical, and Plumbing Engineering. This agenda item addresses an award recommendation for the following remaining disciplines: Planning and Urban Design Architecture, Environmental Engineering, Interior Design and Space Planning Architecture, and Structural Engineering.

After reviewing the submission, the Evaluation Committee's rankings of proposals received and the City Code, the City Manager recommends that the Mayor and the City Commission, pursuant to RFQ No. 2014-346-YG, for Architectural and Engineering Services in Specialized Categories On An-Needed-Basis, authorize the Administration to enter into negotiations with the Proposers recommended for each discipline as noted beginning on page 5 of the attached memorandum. In the event that the Administration is unable to negotiate a mutually agreeable with any of the recommended firms, the City Manager recommends that the Mayor and City Commission authorize the Administration to negotiate with other ranked firms, in order of rank, in each category. Further, the City Manager recommends the Mayor and City Clerk be authorized to execute an Agreement upon conclusion of successful negotiations by the Administration.

RECOMMENDATION

Adopt the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process.
OBPI			

City Clerk's Office Legislative Tracking: Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD EC DM	MT	JLM

T:\AGENDA\2015\July\PROCUREMENT\2014-346-YG RFQ - Professional Architectural and Engineering Services - Summary (Plan, Urban Design, Env Eng, Int Design, Structural Eng).docx

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2014-346-YG, FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES IN SPECIALIZED CATEGORIES ON AN AS-NEEDED-BASIS, FOR THE DISCIPLINES OF PLANNING AND URBAN DESIGN ARCHITECTURE, ENVIRONMENTAL ENGINEERING, INTERIOR DESIGN AND SPACE PLANNING ARCHITECTURE, AND STRUCTURAL ENGINEERING.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Streamline The Delivery Of Services Through All Departments

BACKGROUND

Since June 9, 2010, the City has had contracts pursuant to Request for Qualifications (RFQ) 01-09/10 with various firms for professional architectural and engineering services in specialized categories on an "as-needed-basis". This contract provides access to architecture and engineering (A & E) firms in accordance with the requirements of the State of Florida, Consultant's Competitive Negotiation Act (CCNA). At its September 11, 2013 meeting, the Mayor and City Commission approved the recommendation of the Administration to exercise the last option for renewal of one (1) year, which extended the contract until September 29, 2014.

Resolution 2014-28743, passed and adopted September 17, 2014, authorized the issuance of a new RFQ for professional architectural and engineering services in specialized categories on an "as-needed-basis". This resolution further authorized the Mayor and City Clerk to execute Amendment No. 1 to the Contracts executed pursuant to RFQ 01-09/10 to authorize month-to-month extensions until such time as a new RFQ process was completed and new contracts were executed.

RFQ PROCESS

On September 17, 2014, the City Commission approved the issuance of Request for Qualifications (RFQ) No. 2014-346-YG for Professional Architectural and Engineering Services in Specialized Categories On An "As-Needed-Basis". On September 18, 2014, the RFQ was issued. A pre-proposal conference to provide information to the proposers submitting a response was held on October 1, 2014. An additional pre-proposal conference was also held on October 13, 2014. RFQ responses were due and received on December 2, 2014.

The City received proposals in response to the RFQ from the following fifty-one (51) firms:

AECOM Technical Services
Bermello Ajamil & Partners, Inc.
BCC Engineering, Inc.
BEA Architects
Bender & Associates Architects
Biscayne Engineering Company, Inc.
Brindley Pieters & Associates
CB&I Environmenatal & infrastructure
CES Consultants, Inc.
Chen Moore and Associates
CIMA
Coastal Systems International, Inc.
CPH, Inc.
Craven Thompson and Associates
Cummins Cederberg, Inc.
Douglas Wood
EAC Consulting, Inc.
ELA Architects
E-Sciences
GFA International, Inc.
Glavovic Studio
HAKS
Keith and Schnars, P.A.
Kimley Horn
Kobi Karp
Lockwood, Andrews & Newman, Inc.
Marlin Engineering
McHarry Associates
Miller Legg
MSA (Milian, Swain & Associates, Inc.)
Pure Engineering Services
R.J. Behar & Company, Inc.
RAI
Reines & Straz
RGD
RJ Heisenbottle
Robayna and Associates
Ross Engineering
SBLM Architecs
Schwebke - Shiskin & Associates, Inc.
Stanley Consultants
Stantec
The Corradino Group
Thorton Tomasetti
TLC Engineering
Triangle Surveying Map
URS Corporation
Wade Trim
William B Medellin Architect P.A.
Wolfberg Alvarez and Partners
Zyscovich Architects

On June 10, 2015, via Resolution 2015-29041, the Mayor and City Commission accepted the City Manager's recommendation pertaining to the ranking of proposals for the following disciplines/groups: Group 1 - Landscape Architecture; Group 2 - General Architecture, Town Planning Architecture and Historical Preservation Architecture; Group 3 - Civil Engineering and Land Surveying; and Group 4: Mechanical, Electrical, and Plumbing Engineering. **This agenda item only addresses an award recommendation for the following remaining disciplines/groups: Group 1 - Planning and Urban Design Architecture and Environmental Engineering; Group 2: Interior Design and Space Planning Architecture; and Group 4: Structural Engineering.**

On February 5, 2015, the City Manager appointed the Evaluation Committee via LTC # 054-2015, which included evaluation committee members for each category group. The Evaluation Committee (the "Committee") for these groups consisted of the following individuals:

GROUP 1 – PLANNING AND URBAN DESIGN ARCHITECTURE, AND ENVIRONMENTAL ENGINEERING

- Margarita Wells, Environment and Sustainability Specialist, Building Department, City of Miami Beach
- Rogelio Madan, Principal Planner, Planning Department, City of Miami Beach
- Humberto Cabanas, Division Director, CIP, City of Miami Beach

GROUP 2 –INTERIOR DESIGN/SPACE PLANNING ARCHITECTURE

- Deborah Tackett, Preservation and Design Manager, Planning Department, City of Miami Beach
- Rogelio Madan, Principal Planner, Planning Department, City of Miami Beach
- Valeria Mejia, ADA Coordinator, Property Management, City of Miami Beach

GROUP 4 – STRUCTURAL ENGINEERING

- Sabrina Baglieri, Sr. Capital Projects Coordinator, CIP, City of Miami Beach
- Oniel Toledo, Construction Manager, Public Works, City of Miami Beach
- Jose Perez, Capital Projects Coordinator, CIP, City of Miami Beach

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For Group 1 – Planning and Urban Design Architecture, the Committee convened on February 26, 2015 to consider proposals received to score and rank each proposal pursuant to the evaluation criteria established in the RFQ. The evaluation process for the proposals received resulted in the ranking of proposers as indicated below.

RFQ # 2014-346-YG Professional Architectural and Engineering Services (PLANNING & URBAN DESIGN)	Margarita Wells	Ranking	Rogelio Madan	Ranking	Humberto Cabanas	Ranking		LOW AGGREGATE TOTALS	Rank
KEITH AND SCHNARS, P.A.	96	1	95	1	93	1		3	**1**
AECOM TECHNICAL SERVICES, INC.	82	2	88	2	87	3		7	**2**
BERMELLO, AJAMIL & PARTNERS, INC.	79	5	78	3	88	2		10	**3**
ZYSCOVICH, INC.	80	4	78	3	85	4		11	**4**
THE CORRADINO GROUP, INC.	82	2	75	5	81	5		12	**5**

For Group 1 – Environmental Engineering, the Committee convened on February 26, 2015 to consider proposals received to score and rank each proposal pursuant to the evaluation criteria established in the RFQ. The evaluation process for the proposals received resulted in the ranking of proposers as indicated below.

RFQ # 2014-346-YG Professional Architectural and Engineering Services (ENVIRONMENTAL ENGINEERING)	Margarita Wells	Ranking	Rogelio Madan	Ranking	Humberto Cabanas	Ranking		LOW AGGREGATE TOTALS	Rank
KEITH AND SCHNARS, P.A.	96	1	99	2	94	1		4	**1**
URS CORPORATION	93	2	100	1	88	4		7	**2**
E-SCIENCES, INC.	89	4	80	4	89	2		10	**3**
CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.	92	3	88	3	87	5		11	**4**
KIMLEY-HORN AND ASSOCIATES, INC.	83	5	79	6	89	2		13	**5**
GFA INTERNATIONAL, INC.	82	6	80	4	76	8		18	**6**
STANTEC CONSULTING SERVICES, INC.	82	6	79	6	83	6		18	**6**
CUMMINS CEDERBERG, INC.	61	8	57	8	80	7		23	**8**

For Group 2 – Interior Design and Space Planning, the Committee convened on March 19, 2015 to consider proposals received to score and rank each proposal pursuant to the evaluation criteria established in the RFQ. The evaluation process for the proposals received resulted in the ranking of proposers as indicated below.

RFQ # 2014-346-YG Professional Architectural and Engineering Services (INTERIOR DESIGN & SPACE PLANNING)	Deborah Tackett	Ranking	Rogelio Madan	Ranking	Valeria Mejia	Ranking		LOW AGGREGATE TOTALS	Rank
BERMELLO AJAMIL & PARTNERS, INC.	92	1	92	1	88	1		3	**1**
EDWARD LEWIS ARCHITECTS, INC.	78	2	73	2	70	2		6	**2**

For Group 4 – Structural Engineering, the Committee convened on April 8, 2015 to consider proposals received to score and rank each proposal pursuant to the evaluation criteria established in the RFQ. The evaluation process for the proposals received resulted in the ranking of proposers as indicated below.

RFQ # 2014-346-YG Professional Architectural and Engineering Services (STRUCTURAL ENGINEERING)	Oniel Toledo	Ranking	Jose A. Perez	Ranking	Sabrina Baglieri	Ranking	LOW AGGREGATE TOTALS	Rank
DOUGLAS WOOD ASSOCIATES, INC.	100	1	94	1	94	4	6	**1**
STANLEY CONSULTANTS, INC.	100	1	91	3	96	2	6	**1**
THORNTON TOMASETTI, INC.	97	3	90	4	97	1	8	**3**
BRINDLEY PIETERS & ASSOCIATES, INC.	95	4	92	2	93	5	11	**4**
BCC ENGINEERING, INC.	90	5	89	5	95	3	13	**5**
CES CONSULTANTS, INC.	70	6	86	6	77	7	19	**6**
HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C.	60	7	80	7	78	6	20	**7**

Because of the large number of response for certain disciplines and the projected volume of work, staff is recommending that no more than five (5) firms be awarded in each category.

MANAGER'S DUE DILIGENCE & RECOMMENDATION

The City Manager has considered the proposals received, the results of the evaluation committee process and Section 2-369 of the City Code which states that in the award of contracts the following shall be considered:

(1) The ability, capacity and skill of the bidder to perform the contract.
(2) Whether the bidder can perform the contract within the time specified, without delay or interference.
(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
(4) The quality of performance of previous contracts.
(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

After careful review of the above, the City Manager recommends that the Administration be authorized to enter into negotiations as follows:

Keith and Schnars, P.A., AECOM Technical Services, Inc., Zyscovich, Inc., and The Corradino Group, Inc., for the discipline of Planning and Urban Design Architecture. The City Manager does not recommend an award to Bermello, Ajamil & Partners in this group because of pending litigation with the City.

Keith and Schnars, P.A., URS Corporation, E-Sciences, Inc., CB&I Environmental & Infrastructure, Inc., and Kimley-Horn and Associates, Inc., for the discipline of Environmental Engineering.

Edward Lewis Architects, Inc., for the discipline of Interior Design and Space Planning Architecture. The City Manager does not recommend an award to Bermello, Ajamil & Partners in this group because of pending litigation with the City.

Douglas Wood Associates, Inc., Stanley Consultants, Inc., Thornton Tomasetti, Inc., Brindley Pieters & Associates, Inc., and BCC Engineering, Inc., for the discipline of Structural Engineering.

In the event that the Administration is unable to negotiate a mutually agreeable with any of the recommended firms, the City Manager recommends that the Mayor and City Commission authorize the Administration to negotiate with other ranked firms, in order of rank, in each category. The City Manager further recommends that the Mayor and City Clerk be authorized to execute an agreement upon conclusion of successful negotiations by the Administration.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager pertaining to the ranking of proposals pursuant to Request for Proposals (RFP) 2014-346-YG for Professional Architectural and Engineering Services in Specialized, on an as needed basis for the disciplines of Planning and Urban Design Architecture, Environmental Engineering, Interior Design and Space Planning Architecture, and Structural Engineering.

JLM / MT DM / EC / AD / YG
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2014-346-YG, FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES IN SPECIALIZED CATEGORIES ON AN AS-NEEDED-BASIS, FOR THE DISCIPLINES OF PLANNING AND URBAN DESIGN ARCHITECTURE, ENVIRONMENTAL ENGINEERING, INTERIOR DESIGN AND SPACE PLANNING ARCHITECTURE, AND STRUCTURAL ENGINEERING; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH KEITH AND SCHNARS, P.A., AECOM TECHNICAL SERVICES, INC., - ZYSCOVICH, INC., AND THE CORRADINO GROUP, INC., FOR THE DISCIPLINE OF PLANNING AND URBAN DESIGN ARCHITECTURE; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH KEITH AND SCHNARS, P.A., URS CORPORATION, E-SCIENCES, INC., CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC., AND KIMLEY-HORN AND ASSOCIATES, INC., FOR THE DISCIPLINE OF ENVIRONMENTAL ENGINEERING; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH EDWARD LEWIS ARCHITECTS, INC., FOR THE DISCIPLINE OF INTERIOR DESIGN AND SPACE PLANNING ARCHITECTURE; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH DOUGLAS WOOD ASSOCIATES, INC., STANLEY CONSULTANTS, INC., THORNTON TOMASETTI, INC., BRINDLEY PIETERS & ASSOCIATES, INC., AND BCC ENGINEERING, FOR THE DISCIPLINE OF STRUCTURAL ENGINEERING; FURTHER, SHOULD THE ADMINISTRATION BE UNABLE TO NEGOTIATE AN AGREEMENT WITH ANY OF THE RECOMMENDED FIRMS, THE ADMINISTRATION IS AUTHORIZED TO NEGOTIATE WITH OTHER RANKED FIRMS IN ORDER OF RANK IN EACH CATEGORY; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, Request for Qualifications No. 2014-346-YG (the RFQ) was issued on September 18, 2014, with an opening date of December 2, 2014; and

WHEREAS, a voluntary pre-proposal meeting was held on October 1, 2014 and on October 13, 2014; and

WHEREAS, the City received proposals from a total of fifty-one (51) firms; and

WHEREAS, because of the magnitude of the scope of the RFQ, including all the service categories requested, the Administration will evaluate and make recommendations for award by category group; and

WHEREAS, on June 10, 2015, via Resolution 2015-29041, the Mayor and City Commission accepted the City Manager's recommendation pertaining to the ranking of proposals for the following disciplines/groups: Group 1 - Landscape Architecture; Group 2 - General Architecture, Town Planning Architecture and Historical Preservation Architecture;

Group 3 - Civil Engineering and Land Surveying; and Group 4: Mechanical, Electrical, and Plumbing Engineering; and

WHEREAS, this resolution only addresses an award recommendation for the following remaining disciplines/groups: Group 1 - Planning and Urban Design Architecture and Environmental Engineering; Group 2: Interior Design and Space Planning Architecture; and Group 4: Structural Engineering; and

WHEREAS, on February 5, 2015, the City Manager via Letter to Commission (LTC) No. 054-2015, appointed an Evaluation Committee (the "Committee"), which included evaluation committee members for each category group; and

WHEREAS, the Evaluation Committee (the "Committee") for Groups 1, 2, and 4 consisted of the following individuals:

GROUP 1 –PLANNING AND URBAN DESIGN ARCHITECTURE, AND ENVIRONMENTAL ENGINEERING

- Margarita Wells, Environment and Sustainability Specialist, Building Department, City of Miami Beach
- Rogelio Madan, Principal Planner, Planning Department, City of Miami Beach
- Humberto Cabanas, Division Director, CIP, City of Miami Beach; and

GROUP 2 –INTERIOR DESIGN/SPACE PLANNING ARCHITECTURE

- Deborah Tackett, Preservation and Design Manager, Planning Department, City of Miami Beach
- Rogelio Madan, Principal Planner, Planning Department, City of Miami Beach
- Valeria Mejia, ADA Coordinator, Property Management, City of Miami Beach; and

GROUP 4 –STRUCTURAL ENGINEERING

- Sabrina Baglieri, Sr. Capital Projects Coordinator, CIP, City of Miami Beach
- Oniel Toledo, Construction Manager, Public Works, City of Miami Beach
- Jose Perez, Capital Projects Coordinator, CIP, City of Miami Beach

WHEREAS, the Committees convened to consider the proposals, as follows: the Committee for Group 1 convened on February 26, 2015; the Committee for Group 2 convened on March 19, 2015; and the Committee for Group 4 convened on April 8, 2015; and

WHEREAS, the Committees were provided an overview of the project; information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law; general information on the scope of services, references, and a copy of each proposal; and

WHEREAS, the Committees were instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

WHEREAS, the Committee's ranking for the discipline of Group 1 - Planning and Urban Design Architecture was as follows: Keith and Schnars, P.A., top ranked; AECOM Technical Services, Inc., second highest ranked; Bermello, Ajamil & Partners, Inc., third highest ranked, Zyscovich, Inc., fourth highest ranked; The Corradino Group, Inc., fifth highest ranked; and

WHEREAS, the Committee's ranking for the discipline of Group 1- Environmental

Engineering was as follows: Keith and Schnars, P.A., top ranked; URS Corporation, second highest ranked; E-Sciences, Inc., third highest ranked, CB&I Environmental & Infrastructure, Inc., fourth highest ranked; Kimley-Horn and Associates, Inc., fifth highest ranked; GFA International, Inc., and Stantec Consulting Services, Inc., are tied as the sixth highest ranked; Cummins Cederberg, Inc., eighth highest ranked, and

WHEREAS, the Committee's ranking for the discipline of Group 2 - Interior Design and Space Planning Architecture was as follows: Bermello, Ajamil & Partners, Inc., top ranked; Edward Lewis Architects, Inc., second highest ranked; and

WHEREAS, the Committee's ranking for the discipline of Group 4 - Structural Engineering was as follows: Douglas Wood Associates, Inc., top ranked; Stanley Consultants, Inc., second highest ranked; Thornton Tomasetti, Inc., third highest ranked; Brindley Pieters & Associates, Inc., fourth highest ranked; BCC Engineering, Inc., fifth highest ranked; CES Consultants, Inc., sixth highest ranked, and HAKS Engineers Architects and Land Surveyors, P.C., as the seventh highest ranked; and

WHEREAS, the City Manager has considered the proposals received, the results of the evaluation committee process and Section 2-369 of the City Code, which states that in the award of contracts the following, shall be considered:

(1) The ability, capacity and skill of the bidder to perform the contract.
(2) Whether the bidder can perform the contract within the time specified, without delay or interference.
(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
(4) The quality of performance of previous contracts.
(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract; and

WHEREAS, after careful review of the above, the City Manager recommends that the Administration be authorized to enter into negotiations as follows:

Keith and Schnars, P.A., AECOM Technical Services, Inc., Zyscovich, Inc., and The Corradino Group, Inc., for the discipline of Planning and Urban Design Architecture. The City Manager does not recommend an award to Bermello, Ajamil & Partners in this group because of pending litigation with the City.

Keith and Schnars, P.A., URS Corporation, E-Sciences, Inc., CB&I Environmental & Infrastructure, Inc., and Kimley-Horn and Associates, Inc., for the discipline of Environmental Engineering.

Edward Lewis Architects, Inc., for the discipline of Interior Design and Space Planning Architecture. The City Manager does not recommend an award to Bermello, Ajamil & Partners in this group because of pending litigation with the City.

Douglas Wood Associates, Inc., Stanley Consultants, Inc., Thornton Tomasetti, Inc., Brindley Pieters & Associates, Inc., and BCC Engineering, Inc., for the discipline of Structural Engineering.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY

COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of proposals pursuant to Request For Qualifications (RFQ) No. 2014-346-YG, for Professional Architectural and Engineering Services In Specialized Categories On An As-Needed-Basis, for the disciplines of Planning and Urban Design Architecture, Environmental Engineering, Interior Design and Space Planning Architecture, and Structural Engineering; authorizing the Administration to enter into negotiations with Keith and Schnars, P.A., AECOM Technical Services, Inc., Zyscovich, Inc., and The Corradino Group, Inc., for the discipline of Planning and Urban Design Architecture; authorizing the Administration to enter into negotiations with Keith and Schnars, P.A., URS Corporation, E-Sciences, Inc., CB&I Environmental & Infrastructure, Inc., and Kimley-Horn and Associates, Inc., for the discipline of Environmental Engineering; authorizing the Administration to enter into negotiations with Edward Lewis Architects, Inc., for the discipline of Interior Design and Space Planning Architecture; authorizing the Administration to enter into negotiations with Douglas Wood Associates, Inc., Stanley Consultants, Inc., Thornton Tomasetti, Inc., Brindley Pieters & Associates, Inc., and BCC Engineering, for the discipline of Structural Engineering; further, should the Administration be unable to negotiate an agreement with any of the recommended firms, the Administration is authorized to negotiate with other ranked firms in order of rank in each category; and further authorizing the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED this _____ day of _____2015.

ATTEST:

_____ _____

Rafael E. Granado, City Clerk Philip Levine, Mayor

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/1/15
Date

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Recommendation Of The City Commission During Its May 6, 2015 Meeting, To Pay For Monies Owed To CDM Smith, For Services Rendered, Related To The Stormwater Management Master Plan.

Key Intended Outcome Supported:

Item Summary/Recommendation:

At its February 3, 2010 meeting, the City Commission approved an agreement with the top-ranked firm of Camp Dresser & Mckee, Inc. (now CDM-Smith), Pursuant To Request For Qualifications (RFQ) No. 03-09/10, for the preparation of a new citywide comprehensive Stormwater Management Master Plan (SWMMP). The City's SWMMP was subsequently adopted at its November 14, 2012 meeting, via Resolution No. 2012-28068.

At its May 6, 2015 meeting, the City Commission presented a discussion item with regards to moneys owed to CDM Smith, for additional services rendered, related to the Stormwater Management Master Plan. The Commission made a motion to proceed with the payment and bring it to the full Commission for approval. Once approval is issued by the City Commission the Department of public Works will submit a requisition to issue a purchase order for payment for additional monies due to the consultant.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

	Amount	Account	Approved
1	$57, 804	427-0427-000312 Stormwater Professional Services	
2			
Total			

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC	MT	JLM

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MIAMIBEACH

AGENDA ITEM C7J
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY COMMISSION DURING ITS MAY 6, 2015 MEETING, TO PAY FOR MONIES OWED TO CDM SMITH, FOR SERVICES RENDERED, RELATED TO THE STORMWATER MANAGEMENT MASTER PLAN.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the resolution.

FUNDING

$57, 804 427-0427-000312 Stormwater Professional Services

BACKGROUND

At its February 3, 2010 meeting, the City Commission approved an agreement with the top-ranked firm of Camp Dresser & Mckee, Inc. (now CDM-Smith), Pursuant To Request For Qualifications (RFQ) No. 03-09/10, for the preparation of a new citywide comprehensive Stormwater Management Master Plan (SWMMP). The City's SWMMP was subsequently adopted at its November 14, 2012 meeting, via Resolution No. 2012-28068.

At its May 6, 2015 meeting, the City Commission presented a discussion item with regards to moneys owed to CDM Smith, for additional services rendered, related to the Stormwater Management Master Plan. The Commission made a motion to proceed with the payment and bring it to the full Commission for approval. Once approval is issued by the City Commission the Department of public Works will submit a requisition to issue a purchase order for payment for additional monies due to the consultant.

CONCLUSION

The Administration recommends approving the Resolution.

JM/MT/ETC/JJF/BAM/FRS

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RESOLUTION TO BE SUBMITTED

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida Authorizing The Mayor And The City Commission To Approve The First Year Renewal Option To The Service Agreement Between The City And Progressive Waste Solutions Of Fl, Inc., To Commence On September 1, 2015.

Key Intended Outcome Supported:

Improve cleanliness of Miami Beach rights of way especially in business areas.

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

On October 14, 2009, the City issued Request for Proposal No. 60-08/09 entitled, "Collection and Disposal of Residential Solid Waste, Yard Trash, Bulk Waste, and Operation of the City's Green Waste Facility" (the RFP). At its regular meeting on February 3, 2010, the Mayor and City Commission authorized the Administration to negotiate with the two (2) top-ranked proposers pursuant to the RFP. Resolution no. 2010-27421 was passed and adopted on June 9, 2010 to execute the Service Agreement between the City of Miami Beach and Choice Environmental Services with the term of this agreement commencing on September 1, 2010 and terminate on August 31, 2015 with up to three (3) consecutive one-year renewal terms giving Contractor written notice of such renewals at least thirty (30) days prior to the end of the previous term.

On April 10, 2014, the consent to merger/assignment and first amendment to the agreement was entered into by the City of Miami Beach and Progressive Waste Solutions of FL, Inc. On November 16, 2012, Waste Services of Florida, Inc., purchased all of the issued and outstanding shares of capital stock of Choice Environmental Services, Inc. and with its subsidiary, Choice Environmental Services of Miami, Inc. Thereafter, on May 31, 2013 Waste Services of Florida, Inc., changed its name to Progressive Waste Solutions of FL, Inc.; further on September 9, 2013, Choice Environmental Services, Inc., was merged into Progressive Waste Solutions of FL. Inc., with Progressive Waste Solutions of FL, Inc., being the surviving entity.

ANALYSIS

Based upon section 4.2 of the Agreement RFP 60-08/09, provided that the Contractor is not in default under the Agreement, the City Commission may elect, at its sole option and discretion, to renew the Agreement, subject to the same (or better) terms and conditions set forth herein for up to three (3) consecutive one-year renewal terms, by giving Contractor written notice of such renewal at least thirty (30) days prior to the end of the previous term. At a minimum, any renewal term shall be at the same cost to the City as the immediately preceding term. On September 1, 2013, and on September 1st of each subsequent contract year during the Term, the compensation paid by the City to the Contractor pursuant to this Agreement shall be adjusted, upwards or downwards, as the case may be, according to increases or decreases in the Consumer Price Index, All Urban Areas (CPI-U), for the 12-month average on which the adjustment shall take place, with an annual maximum adjustment not to exceed three percent (3%).

THE ADMINISTRATION RECOMMENDS THAT THE MAYOR AND CITY COMMISSION EXERCISE ITS FIRST ONE (1) YEAR RENEWAL OPTION TO THE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND PROGRESSIVE WASTE SOLUTIONS OF FL, INC.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
OBPI	1	$2,376,000	435-0430-000334 Residential
	Total	$2,376,000	

Financial Impact Summary: Current FY 15 expenditures are estimated at the approved budgeted amount of $2,376,000. Future expenditures will be based upon the approved budget amount in FY 16

City Clerk's Office Legislative Tracking:

Alex Denis, ext. 7490

Sign-Offs:

Department Director	Assistant City Manager	City Manager
EC	MT	JLM

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Phillip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY COMMISSION TO APPROVE THE FIRST YEAR RENEWAL OPTION TO THE SERVICE AGREEMENT BETWEEN THE CITY AND PROGRESSIVE WASTE SOLUTIONS OF FL, INC., TO COMMENCE ON SEPTEMBER 1, 2015.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

FUNDING

Account Codes:

435-0430-000334 - $2,376,000

Current FY expenditures are estimated at the approved budgeted amount of $2,376,000. Future expenditures will be based on approved budgeted amounts.

BACKGROUND

On October 14, 2009, the City issued Request for Proposal No. 60-08/09 entitled, "Collection and Disposal of Residential Solid Waste, Yard Trash, Bulk Waste, and Operation of the City's Green Waste Facility" (the RFP). At its regular meeting on February 3, 2010, the Mayor and City Commission authorized the Administration to negotiate with the two (2) top-ranked proposers pursuant to the RFP. Resolution no. 2010-27421 was passed and adopted on June 9, 2010 to execute the Service Agreement between the City of Miami Beach and Choice Environmental Services with the term of this agreement commencing on September 1, 2010 and terminate on August 31, 2015 with up to three (3) consecutive one-year renewal terms giving Contractor written notice of such renewals at least thirty (30) days prior to the end of the previous term.

On April 10, 2014, the consent to merger/assignment and first amendment to the agreement was entered into by the City of Miami Beach and Progressive Waste Solutions of FL, Inc. On November 16, 2012, Waste Services of Florida, Inc., purchased all of the issued and outstanding shares of capital stock of Choice Environmental Services, Inc. and with its subsidiary, Choice Environmental Services of Miami, Inc.

Thereafter, on May 31, 2013 Waste Services of Florida, Inc., changed its name to Progressive Waste Solutions of FL, Inc.; further on September 9, 2013, Choice Environmental Services, Inc., was merged into Progressive Waste Solutions of Fl, Inc., with Progressive Waste Solutions of FL, Inc., being the surviving entity.

ANALYSIS

Based upon section 4.2 of the Agreement RFP 60-08/09, provided that the Contractor is not in default under the Agreement, the City Commission may elect, at its sole option and discretion, to renew the Agreement, subject to the same (or better) terms and conditions set forth herein for up to three (3) consecutive one-year renewal terms, by giving Contractor written notice of such renewals at least thirty (30) days prior to the end of the previous term. At a minimum, any renewal term shall be at the same cost to the City as the immediately preceding term.

On September 1, 2013, and on September 1st of each subsequent contract year during the Term, the compensation paid by the City to the Contractor pursuant to this Agreement shall be adjusted, upwards or downwards, as the case may be, according to increases or decreases in the Consumer Price Index, All Urban Areas (CPI-U), for the 12-month average on which the adjustment shall take place, with an annual maximum adjustment not to exceed three percent (3%).

On June 9, 2015 the City's Procurement Department received Progressive Waste Solutions Contractor signed concurrence to extend the Agreement.

CONCLUSION

The Administration recommends that the Mayor and City Commission exercise its first one (1) year renewal option to the Agreement between the City of Miami Beach and Progressive Waste Solutions of FL, Inc.

JM/MT/ETC/JJF/AZ

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Condensed Title:

A Resolution retroactively authorizing the acceptance of $180,726 in sponsorships made to the City for the annual Fourth of July celebration, a free event, the Grocery Program, and SoundScape Cinema Series.

Key Intended Outcome Supported:

Maximize The Miami Beach Brand As A World Class Destination

Supporting Data (Surveys, Environmental Scan, etc.): The 2012 Community Satisfaction Survey reported that 66% of all resident respondents felts that the number of family friendly activities and cultural activities are "about right". Additionally, on average, residents attended 15 cultural activities per year and 13 family friendly activities per year. These indicate increased satisfaction from the 2009 survey.

Item Summary/Recommendation:

On July 4th, 2015, the City of Miami Beach hosted its 22nd annual July 4th celebration. The event took place at the North Shore Bandshell, 73rd Street and Collins Avenue. This year's program entitled "Coca-Cola Presents Miami Beach Fire on the Fourth, Brought to You by Terra" featured performances by DJs Fature, Tegan and Kat Land as well as musical performances by RedMonkey and the Dave Mason Band. The programs began at 11am with the aforementioned performances followed by a sixteen (16) minute firework show at 9pm. Again this year we were also able to offer free yoga on the beach at 73rd Street starting at 9am as well as food trucks starting at noon. New this year was a free kid zone featuring a rock climbing wall, face painting and more. The City also provided free transportation between 42nd Street/Sheridan Avenue and the North Shore Bandshell.

July 4th is an all-day event and it is open to the general public at no charge.

In February 2015, the City of Miami Beach (in conjunction with St. Patrick Church, Helping Hands Ko-Op and Teen Job Corps) launched a pilot grocery delivery program for our community's most vulnerable elderly and family households.

The partnership includes the volunteer power of high school students from Teen Job Corps (packaging and grocery delivery) with the food donations of St. Patrick Church and Helping Hands Ko-Op (affiliated with Yeshiva University).

As you know, the City developed and produced the SoundScape Cinema Series at the ExoStage, which launched in March 2011 and allows the public to experience FREE weekly movies. The Cinema Series is part of the City's Arts in the Park program that was launched in 2006 in response to the results of community surveys and focus groups that indicated residents would like to see more free cultural events. The SoundScape Cinema Series uses the state-of-the-art visual and audio technology in SoundScape on a soaring, 7,000-square-foot projection wall

In 2014 the administration was approached by Citi with an interest in an annual exclusive sponsorship of the Soundscape Cinema Series. After several discussions, Citi agreed to a cash sponsorship of $150,000 in exchange for exclusive sponsorship and naming rights to the Soundscape Cinema Series during the fiscal year 2014/2015.

Citi also requested to have first right of refusal for sponsorship of the Soundscape Cinema Series in subsequent years. Citi has elected to sign a sponsorship agreement for the 2015/2016 fiscal year and continue their sponsorship of the SoundScape Cinema Series Presented by Citi.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$29,500	011.8000.366910
	2	$1,225.77	011.8000.366904
	3	$150,000	General Fund
OBPI	Total	$180,726	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Max Sklar, Tourism and Cultural Development Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 26, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND AUTHORIZING THE ACCEPTANCE OF $180,726 DOLLARS IN SPONSORSHIPS AND DONATIONS MADE TO THE CITY FOR THE CITY'S ANNUAL FOURTH OF JULY CELEBRATION EVENT, THE GROCERY PROGRAM AND SOUNDSCAPE CINEMA SERIES.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

FUNDING

Donations (including Sponsorships) made to the City for the July 4, 2014 event will be expended from 011.9322.00352. Donations made to the City for the Grocery Program will be expended from 011.9322.000312. Sponsorship for the SoundScape Cinema Series will be deposited in the general fund.

ANALYSIS

Fire on the Fourth

On July 4th, 2015, the City of Miami Beach hosted its 22nd annual July 4th celebration. The event took place at the North Shore Bandshell, 73rd Street and Collins Avenue. This year's program entitled "Coca-Cola Presents Miami Beach Fire on the Fourth, Brought to You by Terra" featured performances by DJs Fature, Tegan and Kat Land as well as musical performances by RedMonkey and the Dave Mason Band. The programs began at 11am with the aforementioned performances followed by a sixteen (16) minute firework show at 9pm. Again this year we were also able to offer free yoga on the beach at 73rd Street starting at 9am as well as food trucks starting at noon. New this year was a free kid zone featuring a rock climbing wall, face painting and more. The City also provided free transportation between 42nd Street/Sheridan Avenue and the North Shore Bandshell.

July 4th is an all-day event and it is open to the general public at no charge. Marketing efforts for this event include :30 spots on American Broadband and MB77, printed ads in the Miami Herald, news and local programming coverage for the event, as well as a heavy social

media push utilizing FaceBook and Twitter, online digital ads and bus shelter ads covering all entrance points to Miami Beach.

The City secured $29,500 from the following sponsors for the event at varying levels of support:

- Coca-Cola
- Terra Group
- Car2Go
- Green Monkey Yoga
- North Beach Property Owners Association

This year's media sponsors included:

1. The Miami Herald, El Nuevo Herald and Miami.com
2. OutFront Media
3. Atlantic Broadband

The Grocery Program:

In February 2015, the City of Miami Beach (in conjunction with St. Patrick Church, Helping Hands Ko-Op and Teen Job Corps) launched a pilot grocery delivery program for our community's most vulnerable elderly and family households.

The partnership includes the volunteer power of high school students from Teen Job Corps (packaging and grocery delivery) with the food donations of St. Patrick Church and Helping Hands Ko-Op (affiliated with Yeshiva University).

The Grocery Program has started with 39 families with deliveries occurring 2xs a week on days that are most convenient for the served family. Youth from Teen Job Corps pack and deliver grocery bags that include fresh eggs, milk, butter, fruits, vegetables, soup, rice, beans, etc.

The Grocery Program is a service-learning project where youth develop:

- Leadership skills that involve building civic and social responsibilities. Youth are recognized as resources - Young people are given important roles and responsibilities in the community.
- Self-Worth through Meaningful Contribution. Through the Grocery Program young people are recognized for their contribution, and know that their contribution is accepted, acknowledged, appreciated, and valued by others.
- Citizenship: young people are positively and actively engaged in their communities. By providing youth with opportunities as such, the scope of youth citizenship grows vastly and helps us re-imagine the arena in which youth live, learn, work and play.
- Teamwork skills: Youth practice planning, problem-solving and decision-making skills as they prepare the grocery bags and set forth to deliver them.
- Positive Youth development: The Grocery Program promotes positive youth development and quality experiences with young people. Through active service to others, young people gain understanding and empathy. Consequently, the young person perceives that adults in the community value youth.
- Quality Relationships With Peers and Adults: During the delivery of grocery bags youth engage in conversations with served families. Through these meaningful conversations, youth and adults learn about each other and thus develop caring and trusting relationships.

On May 29, 2015 IMPACT 4 GOOD, LLC recognized the Miami Beach Senior high school youth whom deliver the groceries and also donated a total of $1,225.77 to increase the items included in the grocery bags such as toilet paper, paper towels, dish soap, disinfectant and wipes.

SoundScape Cinema Series

As you know, the City developed and produced the SoundScape Cinema Series at the ExoStage, which launched in March 2011 and allows the public to experience FREE weekly movies. The Cinema Series is part of the City's Arts in the Park program that was launched in 2006 in response to the results of community surveys and focus groups that indicated residents would like to see more free cultural events. The SoundScape Cinema Series uses the state-of-the-art visual and audio technology in SoundScape on a soaring, 7,000-square-foot projection wall

In 2014 the administration was approached by Citi with an interest in an annual exclusive sponsorship of the Soundscape Cinema Series. After several discussions, Citi agreed to a cash sponsorship of $150,000 in exchange for exclusive sponsorship and naming rights to the Soundscape Cinema Series during the fiscal year 2014/2015. In exchange, the City worked with them to agree on a new name that incorporated both Soundscape Cinema Series and included the Citi brand. They are recognized prior to each weekly movie and in all marketing and promotions associated with the Cinema Series. Citi also has unlimited rights to attend and sample at each weekly movie.

In addition to the items listed above, Citi also requested to have first right of refusal for sponsorship of the Soundscape Cinema Series in subsequent years. Citi has elected to sign a sponsorship agreement for the 2015/2016 fiscal year and continue their sponsorship of the SoundScape Cinema Series Presented by Citi.

Citi has a location direct across from Soundscape Park, making this a great fit for their sponsorship efforts. In addition to this sponsorship, Citi is working with the New World Symphony to also sponsor some events as well as other groups within the City of Miami Beach. Citi has 3 branch locations throughout Miami Beach in addition to other ATM locations in locations such as 7ELEVEN. Citi also recently brokered an agreement with DecoBike to rebrand the bikes as Citi Bikes.

CONCLUSION

Staff worked diligently to identify funding sources to off-set the costs of producing these events. The Administration recommends the adoption of the attached Resolution authorizing the acceptance of these donations, their appropriation to cover costs of July 4th the Grocery Program and SoundScape Cinema Series.

JLM/KGB/MAS

RESOLUTION TO BE SUBMITTED

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Condensed Title:

RED LIGHT CAMERAS EXTENSION: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CONTINUATION OF THE INITIAL TERM OF THE AGREEMENT, THROUGH SEPTEMBER 10, 2015, ON THE SAME TERMS AND CONDITIONS, SUBJECT TO TERMINATION FOR CONVENIENCE WITHOUT CAUSE BY THE CITY MANAGER, UNTIL COMPLETION OF THOSE NEGOTIATIONS FOR THE TWO (2) YEAR RENEWAL TERM OF THE AGREEMENT BETWEEN THE CITY AND XEROX STATE AND LOCAL SOLUTIONS, INC. PURSUANT TO, AND AS AUTHORIZED BY, THE MAYOR AND CITY COMMISSION UNDER RESOLUTION NO. 2015-29018.

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc.):

N/A

Item Summary/Recommendation:

In April 2010, the City of Miami Beach entered into a five (5) year Agreement with Xerox State and Local Solutions, Inc. to begin a photo red light (PRL) ticket enforcement program. The Agreement authorized the City to extend its duration for up to two (2) additional, two-year terms.

The City of Miami Beach's Agreement with Xerox was set to expire in May 2015. On April 8, 2015, the Finance and Citywide Projects Committee held a discussion relative to the viability of the PRL program, and addressed potential modifications to the Agreement that would better protect the interests of the City. The Committee made several essential recommendations and identified further amendments to the Agreement that must be encapsulated with an amendment to the Agreement for the first renewal term. These were: at a minimum, a provision for five (5) additional red light cameras at designated intersections within the City; relocation and upgrade of certain existing designated intersection cameras; and the full indemnity, holding harmless and defense of the City by Xerox for pending and future litigation.

The Mayor and City Commission expressly granted the Administration and the City Attorney's Office the authority to negotiate the first two-year renewal term as approved in Resolution No. 2015-29018. These negotiations were not able to be finalized by July 8, 2015, however it is anticipated that the negotiations will be completed by September 10, 2015.

It is recommended that the extension is approved. .

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:		Amount	Account
	1	N/A	
	2		
	3		
OBPI	Total		

Financial Impact Summary: A net income of approximately $33,000 will be earned during the two (2) month extension period..

City Clerk's Office Legislative Tracking:

Chief of Staff Wendy Rich-Goldschmidt ext. 3054

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Chief Daniel J. Oates DJO		

MIAMIBEACH

AGENDA ITEM C7M

DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CONTINUATION OF THE INITIAL TERM OF THE AGREEMENT, THROUGH SEPTEMBER 10, 2015, ON THE SAME TERMS AND CONDITIONS, SUBJECT TO TERMINATION FOR CONVENIENCE WITHOUT CAUSE BY THE CITY MANAGER, UNTIL COMPLETION OF THOSE NEGOTIATIONS FOR THE TWO (2) YEAR RENEWAL TERM OF THE AGREEMENT BETWEEN THE CITY AND XEROX STATE AND LOCAL SOLUTIONS, INC. PURSUANT TO, AND AS AUTHORIZED BY, THE MAYOR AND CITY COMMISSION UNDER RESOLUTION NO. 2015-29018.**

ADMINISTRATION RECOMMENDATION

An extension of the current Agreement through September 10, 2015 is approved.

HISTORY / BACKGROUND

In April 2010, the City of Miami Beach entered into a five (5) year Agreement with Xerox State and Local Solutions, Inc. to begin a photo red light (PRL) ticket enforcement program. The Agreement authorized the City to extend its duration for up to two (2) additional, two-year terms.

The intent of the PRL program is to improve public safety by reducing motor vehicle crashes at traffic signal intersections by holding red-light offenders accountable for their violations. The Miami Beach Police Department currently manages the program and monitors ten (10) cameras in nine (9) different intersections throughout the city.

The City of Miami Beach's contract with Xerox was set to expire in May 2015. On April 8, 2015, the Finance and Citywide Projects Committee held a discussion relative to the viability of the PRL program, and addressed potential modifications to the Agreement that would better protect the interests of the City. The Committee made several essential recommendations and identified further amendments to the Agreement that must be encapsulated with an amendment to the Agreement for the first renewal term. These were: at a minimum, a provision

for five (5) additional red light cameras at designated intersections within the City; relocation and upgrade of certain existing designated intersection cameras; and the full indemnity, holding harmless and defense of the City by Xerox for pending and future litigation.

The Mayor and City Commission expressly granted the Administration and the City Attorney's Office the authority to negotiate the first two-year renewal term as approved in Resolution No. 2015-29018. These negotiations were not able to be finalized by July 8, 2015, however it is anticipated that the negotiations will be completed by September 10, 2015.

FISCAL IMPACT:

Since the program's initial investment, revenue has surpassed expenditure. When all factors are included, a surplus of $189,000 is projected for FY 15/16. It is estimated that if the proposed five (5) additional cameras are added, the surplus above expenses for the PRL program would increase to $355,000 annually.

The fiscal impact of approval of the Resolution extending the current Agreement through September 10, 2015 would be a net *income* of $33,000.

JLM/DJO/DW
DJO

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CONTINUATION OF THE INITIAL TERM OF THE AGREEMENT, THROUGH SEPTEMBER 10, 2015, ON THE SAME TERMS AND CONDITIONS, SUBJECT TO TERMINATION FOR CONVENIENCE WITHOUT CAUSE BY THE CITY MANAGER, UNTIL COMPLETION OF THOSE NEGOTIATIONS FOR THE TWO (2) YEAR RENEWAL TERM OF THE AGREEMENT BETWEEN THE CITY AND XEROX STATE AND LOCAL SOLUTIONS, INC. PURSUANT TO, AND AS AUTHORIZED BY, THE MAYOR AND CITY COMMISSION UNDER RESOLUTION NO. 2015-29018.

WHEREAS, the Mayor and City Commission approved Resolution No. 2009-27022 on February 25, 2009, authorizing the City Administration to negotiate with Xerox State and Local Solutions, Inc., formerly known as ACS State and Local State Solutions, Inc., an agreement to comply with Ordinance No. 2008-3621, titled "Dangerous Intersection Safety," of Chapter 106 of the Miami Beach Code; and

WHEREAS, Ordinance No. 2008-3621 expressly authorized the City of Miami Beach to enforce red light infractions through the utilization of automated image capture technology in an effort to reduce traffic crashes and resulting injuries pursuant to the authority set forth in Section 316.0083 of the Florida Statutes; and

WHEREAS, an Agreement with Xerox for the installation, operation, and maintenance of the red light violation enforcement camera system throughout the City of Miami Beach pursuant to Ordinance No. 2008-3621 was negotiated by the Administration; and

WHEREAS, the Agreement with Xerox had an Initial Term for a period of five (5) years, and authorized the City to extend the term of the Agreement for up to two (2) additional, two year Renewal Terms; and

WHEREAS, the Initial Term of five (5) years for the Agreement expired on May 16, 2015, and the Administration and the Police Department have expressed their willingness to exercise the first Renewal Term; and

WHEREAS, the Finance and Citywide Projects Committee, at its April 8, 2015 meeting, held a discussion relative to the viability of the Photo Red Light Enforcement Program, and addressed potential modifications to the Agreement that would better protect the interests of the City; and

WHEREAS, the Finance and Citywide Projects Committee set forth several essential recommendations with regard to the first Renewal Term, and identified further amendments to the Agreement that must be encapsulated with an amendment to the Agreement for the first Renewal Term; and

WHEREAS, the Committee recommendation required the amendment to include, at a minimum, a provision for five (5) additional red light cameras at designated intersections within the City, relocation and upgrade of certain existing designated intersections cameras, and the full indemnity, holding harmless and defense of the City by Xerox for pending and future litigation; and

WHEREAS, the current Agreement must be extended on the same terms and conditions, pending the formal amendment to the Agreement consistent with the recommendation of the Committee, or upon termination for convenience by the City without cause by the City Manager should the negotiations prove to be unsuccessful; and

WHEREAS, the Mayor and City Commission expressly granted the Administration and the City Attorney's Office the authority to negotiate the first two year Renewal Term as approved in Resolution No. 2015-29018; and

WHEREAS, the Administration and the City Attorney's Office has been unable to finalize these negotiations by July 8, 2015, and anticipate that the negotiation will be accomplished by September 10, 2015.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby accept the continuation of the initial term of the agreement, through September 10, 2015, on the same terms and conditions, subject to termination for convenience without cause by the City Manager, until completion of those negotiations for the two (2) year renewal term of the agreement between the City and Xerox State and Local Solutions, Inc. pursuant to, and as authorized by, the Mayor and City Commission under Resolution No. 2015-29018.

PASSED AND ADOPTED this _____ day of , 2015.

ATTEST:

_____
Mayor Philip Levine

_____
Rafael E. Granado, City Clerk

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

6-25-15

City Attorney Date

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Supporting The Creation Of The South Florida Mayor's Beach Alliance.

Key Intended Outcome Supported:

Ensure Reliable Stormwater Management And Resiliency Against Flooding By Implementing Select Short And Long Term Solutions Including Addressing Sea Level Rise

Supporting Data: N/A

Item Summary/Recommendation:

As a tourism destination, the beaches and the coastal barrier islands in Miami-Dade County are the most important economic engine for the South Florida region. Our beaches are also our first line of defense against hurricanes and sea level rise.

The City of Miami Beach is preparing for the short-term and long-term impacts of climate change and sea level rise. Regional resiliency will require a coordinated effort to preserve and enhance our natural systems, including our beaches, to protect our communities' assets.

The City of Miami Beach along with several other coastal municipalities are joining forces to urge the county, state and federal government to develop long-term solutions to restore our beaches that are impacted by erosion. Beach restoration efforts are required to address eroding shorelines and protect the value of our beachfront properties. The creation of the South Florida Mayors' Beach Alliance will help to ensure that resources are allocated toward beach restoration.

The Administration recommends adopting the Resolution

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Elizabeth Wheaton x6121

Sign-Offs:

Assistant City Manager	City Manager

T:\AGENDA\2015\July\ENVIRONMENTAL\Beach Alliance - SUMMARY.docx

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SUPPORTING THE CREATION OF THE SOUTH FLORIDA MAYORS' BEACH ALLIANCE.**

BACKGROUND

As a tourism destination, the beaches and the coastal barrier islands in Miami-Dade County are the most important economic engine for the South Florida region. Our beaches are also our first line of defense against hurricanes and sea level rise.

The City of Miami Beach is preparing for the short-term and long-term impacts of climate change and sea level rise. Regional resiliency will require a coordinated effort to preserve and enhance our natural systems, including our beaches, to protect our communities' assets.

The City of Miami Beach along with several other coastal municipalities are joining forces to urge the county, state and federal government to develop long-term solutions to restore our beaches that are impacted by erosion. Beach restoration efforts are required to address eroding shorelines and protect the value of our beachfront properties. The creation of the South Florida Mayors' Beach Alliance will help to ensure that resources are allocated toward beach restoration.

CONCLUSION

The Administration recommends supporting the creation of the South Florida Mayor's Beach Alliance.

MT/ESW

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SUPPORTING THE CREATION OF THE SOUTH FLORIDA MAYORS' BEACH ALLIANCE.

WHEREAS, as a tourism destination, the beaches and the coastal barrier islands in Miami-Dade County are the most important economic engine for South Florida; and

WHEREAS, Southeast Florida is considered one of the most vulnerable areas of the country with respect to the consequences of global climate change, especially sea level rise; and

WHEREAS, Southeast Florida is also vulnerable to hurricanes, and storm surge from other large storms, during the months of June to November; and

WHEREAS, scientific studies indicate that, due to climate change, extreme weather events such as storms and hurricanes will increase in frequency and intensity due to climate change; and

WHEREAS, a healthy beach and dune system provide the first line of defense against hurricanes and storm surge events; and

WHEREAS, coastal barrier islands experience seasonal shoreline erosion during the winter season when higher wave energy erodes the beach, which beach restoration or renourishment efforts help to combat;

WHEREAS, a South Florida Mayors' Beach Alliance would be a coalition of the barrier island municipalities whose purpose is to urge the county, state and federal government to develop long-term solutions to restore beaches impacted by erosion and the Mayor and City Commission of the City of Miami Beach support the creation of such an alliance.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and support the creation of the South Florida Mayors' Beach Alliance.

PASSED AND ADOPTED this ____ day of _____.

ATTEST:

_____ _____

Rafael Granado, City Clerk Philip Levine, Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ _____ _____ 7/1/15

City Attorney Date City Attorney Date

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The City Manager To Execute Change Order No. 2 To Team Contracting, Inc., Relating To The Reconstruction Of Surface Parking Lots 12X & 17X Project (Project); Said Change Order Increases The Scope Of The Project To Include The Redesign Of The Proposed Drainage System In Surface Parking Lot 17X, The Reconfiguration Of The Accessible Parking Space In Surface Parking Lot 12X; And A Time Extension Of 45 Calendar Days; In The Total Amount Of $22,122; With Previously Appropriated Funds.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability.

Supporting Data (Surveys, Environmental Scan, etc.): The 2014 Customer Satisfaction Survey indicated that over 77% of residents rated recently completed capital improvement projects as "excellent" or "good".

Item Summary/Recommendation:

Pursuant to ITB 2014-136-SR, on April 23, 2014, the Mayor and City Commission authorized the administration to enter into negotiations with the next lowest responsive and responsible bidder; and should the Administration not be successful in negotiating an agreement with the lowest responsive and responsible, authorized negotiations with the second lowest responsive and responsible bidder; and further authorized the Mayor and City Clerk to execute an agreement upon completion of successful negotiations by the administration.

On July 28, 2014, after negotiations were successfully completed, the contract for the Project was awarded to Team Contracting, Inc., the second lowest and best bidder, in the amount of $775,000, exclusive of allowances and contingencies.

On November 26, 2014, the City Manager approved a request to include Owner's Contingency (Change Order No. 1), to be used and approved under the City's discretion, in an amount not to exceed $25,000, in order to address any unforeseen conditions that could arise during the course of the Project.

ANALYSIS

Prior to the start of construction, Public Works Department redesigned the proposed drainage system for Surface Parking Lot 17X. Furthermore, the design of the accessible (ADA) parking space in Surface Parking Lot 12X did not consider an adjacent drainage structure, causing the stall to not meet the slope requirements under ADA Code standards. Team has submitted cost proposals in the amount of $22,122 with a time extension of 45 calendar days for additional construction services in the two parking lots. City staff reviewed the proposals and found that the amount was fair and reasonable.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Financial Information:

Source of Funds:		Amount	Account
N.D.	1	17,648	480-2013-069357
	2	4,474	480-2635-069357
OBPI	Total	22,122	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

David Martinez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DM	MT	JLM

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MIAMIBEACH

AGENDA ITEM C7O

DATE 7-8-15

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF MIAMI BEACH AND TEAM CONTRACTING, INC., DATED JULY 16, 2014 (THE CONTRACT); RELATING TO THE RECONSTRUCTION OF SURFACE PARKING LOTS 12X & 17X (PROJECT); SAID CHANGE ORDER INCREASES THE SCOPE OF THE PROJECT TO INCLUDE: 1) THE REDESIGN OF THE PROPOSED DRAINAGE SYSTEM IN THE ORIGINAL SET OF CONSTRUCTION DOCUMENTS IN SURFACE PARKING LOT 17X AS REQUESTED BY CITY OF MIAMI BEACH PUBLIC WORKS DEPARTMENT; 2) THE RECONFIGURATION OF THE ACCESSIBLE PARKING SPACE IN SURFACE PARKING LOT 12X; AND A TIME EXTENSION OF 45 CALENDAR DAYS REQUIRED TO ADDRESS THE IMPACT TO THE CONSTRUCTION SCHEDULE, IN THE TOTAL AMOUNT OF $22,122 WITH PREVIOUSLY APPROPIATED FUNDING.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution.

FUNDING

Amount	Account Number
$ 4,474	480-2635-069357
$ 17,648	480-2013-069357
$ 22,122	TOTAL

BACKGROUND

Pursuant to Invitation To Bid (ITB) 2014-136-SR, on April 23, 2014, the Mayor and City Commission authorized the administration to enter into negotiations with the lowest responsive and responsible bidder, FHP Tectonics; and should the Administration not be successful in negotiating an agreement with the lowest responsive and responsible bidder, authorized negotiations with Team Contracting, Inc., the second lowest responsive and responsible bidder; and further authorized the Mayor and City Clerk to execute an agreement upon completion of successful negotiations by the administration.

Negotiations with FHP Tectonics were not successful and as such, on July 28, 2014, after negotiations were successfully completed, the contract for the Project was executed with the second lowest and best bidder, Team Contracting, Inc. (Team), in the amount of $775,000, exclusive of allowances and contingencies.

The Project's scope of work included the reconstruction and renovation of the drainage, paving, grading, electrical, and landscaping of both parking lots. The majority of the design was completed by the City's Public Works Department, with only the design of the electrical and irrigation systems assigned to a subconsultant. The Project improved the size of the parking stalls and brought the surface lots into compliance with ADA Code requirements.

On November 26, 2014, the City Manager approved a request to include Owner's Contingency (Change Order No. 1), to be used and approved under the City's discretion, in an amount not to exceed $25,000, in order to address unforeseen conditions during the course of the Project.

ANALYSIS

Prior to the start of construction, Public Works Department redesigned the proposed drainage system for Surface Parking Lot 17X to conform to the Mayor's Blue Ribbon Panel on Flooding and Sea Rise initiative. Team submitted a proposal in the amount of $17,648 for this work. The proposal includes a 35 calendar day time extension

Furthermore, the design of the accessible (ADA) parking space in Surface Parking Lot 12X did not take into account the location of a drainage structure adjacent to the space, and caused the stall to not meet the slope requirements under ADA Code standards. This change order request encompassed milling and resurfacing of the accessible parking stall in order to meet the required slope as per ADA Code requirements. The work also included surveying and striping of the affected work area. Team submitted a proposal in the amount of $4,474 for this work, and a time extension to the contract of 10 calendar days.

Change Order Requests to the Contract, attached for reference, include: the additional scope of work that resulted from the redesign of the drainage system in Surface Parking Lot 17X and the reconstruction work to meet the slope requirements of the accessible stall in Surface Parking Lot 12X in the amount of $22,122 and a 45 calendar days time extension to the contract. Construction costs to address these two items cannot be allocated to the previously approved Owner's Contingency (Change Order No. 1) as funds have been utilized to address a number of unforeseen conditions in the two parking lots and remaining funds are not sufficient to cover for the expenses related to this additional scope of work.

Administration reviewed the cost proposals and finds the proposed amount and time extension to be fair and reasonable.

The executed contract with Team is in the amount of $775,000, exclusive of allowances and contingencies. With the inclusion of Change Order No. 1, the total construction cost of the Project is $800,000. The additional scope of work for this Project will increase the total construction cost to $822,122. Amount of change orders for unforeseen conditions and additional scope of work equals 6% of the original contract amount.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

Attachments:
Change Order Requests with backup documentation, including costs proposals from Team Contracting, Inc.

JM/MT/DM

T:\AGENDA\2015\July\CIP\Surface Parking Lots 12X & 17X Project\Surface Lots 12X & 17X Project Change Order 2 - Memo July Commission.doc

MIAMIBEACH

PROJECT NAME:	FAC Surface Parking Lot 12X-900 Washington/17X-Collins & 13th St.
A/E CONSULTANT:	TLC Engineering for Architecture, Inc.
CONTRACTOR:	Team Contracting, Inc.
RPR/CEI:	
DATE CREATED:	01.26.2015 05:51PM
DUE DATE:	01.30.2015

Request For Change Order No. 1

Reason for RCO:

Due to the redesign of the proposed drainage system for Parking Lot P16 (17X) by the EOR (CMB Public Works Department), the Contractor was requested to revise the original scope of work in order to address the revised design. Further, the contractor also submitted a request to extend the contractual completion dates of the project to compensate for the time in which the redesign of the proposed drainage system took place. The Contractor has requested a time extension of 35 calendar days.

Additional Scope:

Please submit a proposal itemizing labor/material cost, inclusive of overhead, profit, and bonds; and time proposal for changes in the contract time for the following proposed modification(s) to the contract as described below:

The scope of work addressed in this Change Order Request includes, but is not limited to, the following:

- Deletion of the proposed drainage well to be installed at the southwest quadrant of the parking lot.
- Deletion of the proposed pervious concrete valley gutter and placement of new concrete valley gutter.
- Placement of two new drainage structures. One in lieu of the drainage well and a second one to connect the drainage system into an existing inlet.
- Placement of new drainage piping and connection to an existing drainage structure.
- Other associated work related to the redesigned drainage system as described in the attached scope of work breakdown.

Contractor's Proposal:

Please submit the costs for this work which will be included in a change order in accordance with Article 38 of the General Conditions. Attach file if more space is needed.

Please see attached proposal, breakdown as per contract line items, updated progress schedule, and updated schedule narrative.

Amount:

$17,647.57

This is not an authorization to proceed with work involving additional costs and/or time. Notification must be given in accordance with the contract documents if any response causes any changes to the contract.

Recommended by RPR/CEI:	**Recommended by CIP Capital Project Coordinator:**	**Contractor: Team Contracting, Inc.**
N/A	Diego Lopez Medina	Rudy Ayan
Signed:	Signed:	Signed:
Date:	Date: 06/04/2015	Date: 6/3/15
Recommended by Engineer of Record:	**Approved by Sr. Capital Project Coordinator:**	**Approved by Division Director:**
Jose Rivas, P.E.	Sabrina Baglieri	Humberto Cabañas
Signed:	Signed:	Signed:
Date: 06-05-2015	Date: 6/4/15	Date: 6/4/15

TEAM CONTRACTING

PROPOSAL

13911 SW 42nd Street, Suite 209
Miami, FL 33175
Phone 305-207-9799 Fax 305-207-9790

Proposal # C.O. #1rev.5
DATE: March 3, 2015

To:
Mr. Diego Lopez Medina
City of Miami Beach – Capital Improvement Projects
1700 Convention Center Dr.
Miami Beach, FL 33139
P: 305-673-7071 E: DiegoLopezMedina@miamibeachfl.gov

For:
Surface Lots 12X & 17X – Surface Lot 17X Revised Drainage

DESCRIPTION	AMOUNT
We propose to furnish all labor, equipment and materials to install the following as per revised drainage plan provided by CMB PW on 12/02/14: • Please see the attached Change Order #2 breakdown. The breakdown includes credit for the originally proposed drainage well and pervious valley gutter from original plans. Revised drainage plan includes 2 additional drainage structure with baffles (one in lieu of drainage well and one on the exterior side of surface lot), 94' of solid drainage pipe, tying into existing drainage structure, and associated work required to install additional drainage system.	
TOTAL AMOUNT FOR C.O. #1 rev.5	**$ 17,647.57**

1. THE PRICES MAY BE SUBJECT TO CHANGE IF THE PROPOSAL IS NOT ACCEPTED WITHIN 30 DAYS.
2. 50% PAYMENT IS TO BE MADE UPON PROPOSAL ACCEPTANCE AND THE REMAINDER PAYABLE UPON COMPLETION OF JOB.
3. ESTIMATE DOES NOT INCLUDE ANY SPECIAL PROVISIONS TO CONTRACT.
4. THE PURCHASER AGREES TO PAY ALL COST OF COLLECTIONS INCUDING ATTORNEY'S FEES AND COURT COSTS.

IF THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE HEREBY ACCEPTED, TEAM CONTRACTING, INC. IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. A MONTHLY SERVICE CHARGE OF 1.5% WILL BE ADDED IF JOB IS NOT PAID IN FULL WITHIN 30 DAYS OF START DATE

ACCEPTED BY: _____ SIGNATURE: _____ TITLE: _____ DATE: _____

SURFACE LOT 12X 17X
Change Order #1 Breakdown

ITEM#	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
	Interior Lot Items				
117	Control Structure Drainage Well	1	EA	-$35,000.00	-$35,000.00
137	Curbs & Gutters - 24" Pervious Valley Gutter w6"x12"	309	LF	-$30.00	-$9,270.00
27	Site Drainage(Solid Pipe)-15" PVC Exfiltration	53	LF	$140.00	$7,420.00
115	Site Drainage(Perforated Pipe)-15" PVC Exfiltration	67	LF	$140.00	$9,380.00
116	Storm MH/CB/Inlet-Inlet with Baffles	1	EA	$3,000.00	$3,000.00
138	Curbs & Gutters - 2' Valley Gutter (Interior Drainage)	309	LF	$25.00	$7,725.00
	Exterior Lot Items				
29	Core Existing Catch Basin and Connect	1	EA	$2,000.00	$2,000.00
52	Curbs & Gutters - 2.5' Curb & Gutter	25	LF	$25.00	$625.00
104	Tree Relocation	1	EA	$750.00	$750.00
106	Demolition Sidewalk Concrete-Remove Concrete Sidewalk	535	SF	$1.00	$535.00
107	Demolition Paving, Base, Haul - Remove Exist. Asphalt Pavement	11	SY	$6.00	$66.00
109	Demolition Concrete Curbing-Remove Curb & Gutter	107	SF	$2.50	$267.50
112	Excavate & Backfill - Import Fill/Level/Grade	72	CY	$20.00	$1,440.00
113	Saw Cut/Core - Saw Cut	50	LF	$2.00	$100.00
115	Site Drainage(Solid Pipe)-15" PVC Exfiltration	41	LF	$140.00	$5,740.00
116	Storm MH/CB/Inlet-Inlet with Baffles	1	EA	$3,000.00	$3,000.00
120	Paving & Surfacing - Resurfacing Paving	11	SY	$30.00	$330.00
138	Curbs & Gutters - 2' Valley Gutter (Alley Driveway)	22	LF	$25.00	$550.00
139	4" Concrete Sidewalk	535	SF	$9.00	$4,815.00
N/A	Demolition Concrete Valley Gutter	44	SF	$2.50	$110.00
N/A	Sign Relocation	4	EA	$100.00	$400.00
N/A	Striping Minimum	1	EA	$450.00	$450.00
N/A	Shoring/Road Plates	1	LS	$1,000.00	$1,000.00
N/A	Remove & Replace Curb Inlet	1	EA	$2,500.00	$2,500.00
N/A	M.O.T. Plan	1	EA	$400.00	$400.00
N/A	Daily Maintenance of Traffic	5	EA	$250.00	$1,250.00
N/A	Temporary Fence Panels, Windscreen, Sandbags	100	LF	$6.50	$650.00
N/A	Surveying/Layout/Elevations	1	LS	$1,200.00	$1,200.00
N/A	Vacum Structure & Pipes	1	LS	$640.00	$640.00
N/A	Drainage Plug for Testing	3	EA	$235.00	$705.00
	Additional Requested/Required Items				
N/A	Police Officer for M.O.T.	40	HR	$48.00	$1,920.00
N/A	Class V Dewatering Permit Fee	1	EA	$520.00	$520.00
N/A	Difference in cost of 12" pipe per linear foot	41	FT	-$1.73	-$70.93
N/A	Dewatering	1	LS	$2,500.00	$2,500.00
	TOTAL				**$17,647.57**

MIAMIBEACH

PROJECT NAME:	FAC Surface Parking Lot 12X-900 Washington/17X-Collins & 13th St.
A/E CONSULTANT:	TLC Engineering for Architecture, Inc.
CONTRACTOR:	Team Contracting, Inc.
RPR/CEI:	
DATE CREATED:	06.02.2015 12:21PM
DUE DATE:	06.09.2015

Request For Change Order No. 2

Reason for RCO:

During the design phase, the EOR (PWD) did not acknowledge that a storm catch basin was to be installed adjacent to the accessible (ADA) stall and as such, this parking space, located at the northeast quadrant of Parking Lot P12 (12X), does not meet the minimum slope requirements as per ADA guidelines, and it needs to be reconfigured to meet the require slope. In addition to the construction work required to address the reconfiguration of this parking stall, the Contractor has requested a time extension to the contract of 10 calendar days.

Additional Scope:

Please submit a proposal itemizing labor/material cost, inclusive of overhead, profit, and bonds; and time proposal for changes in the contract time for the following proposed modification(s) to the contract as described below:

The scope of work addressed in this Change Order Request includes surveying of the area in the vicinity of the ADA parking space as shown in the attached sketch, milling and resurfacing of the asphalt pavement, and restriping of the area of proposed work in the parking lot.

Contractor's Proposal:

Please submit the costs for this work which will be included in a change order in accordance with Article 38 of the General Conditions. Attach file if more space is needed.

Please see attached proposal, including breakdown as per contract line items, and proposed area of work.

Amount:

$4,474.00

This is not an authorization to proceed with work involving additional costs and/or time. Notification must be given in accordance with the contract documents if any response causes any changes to the contract.

Recommended by RPR/CEI:	**Recommended by CIP Capital Project Coordinator:**	**Contractor: Team Contracting, Inc.**
N/A	Diego Lopez Medina	~~Rudy Ayan~~
Signed:	Signed:	Signed:
Date:	Date: 06/05/2015	Date: 6.11.15
Recommended by Engineer of Record:	**Approved by Sr. Capital Project Coordinator:**	**Approved by Division Director:**
Jose Rivas, P.E.	Sabrina Baglieri	Humberto Cabañas
Signed:	Signed:	Signed:
Date: 06-05-2015	Date: 06/9/15	Date:

TEAM CONTRACTING

PROPOSAL

13911 SW 42nd Street, Suite 209
Miami, FL 33175
Phone 305-207-9799 Fax 305-207-9790

Proposal # 252*rev.4*
DATE: June 2, 2015

To:
Mr. Diego Lopez Medina
City of Miami Beach – Capital Improvement Projects
1700 Convention Center Dr.
Miami Beach, FL 33139
P: 305-673-7071 E: DiegoLopezMedina@miamibeachfl.gov

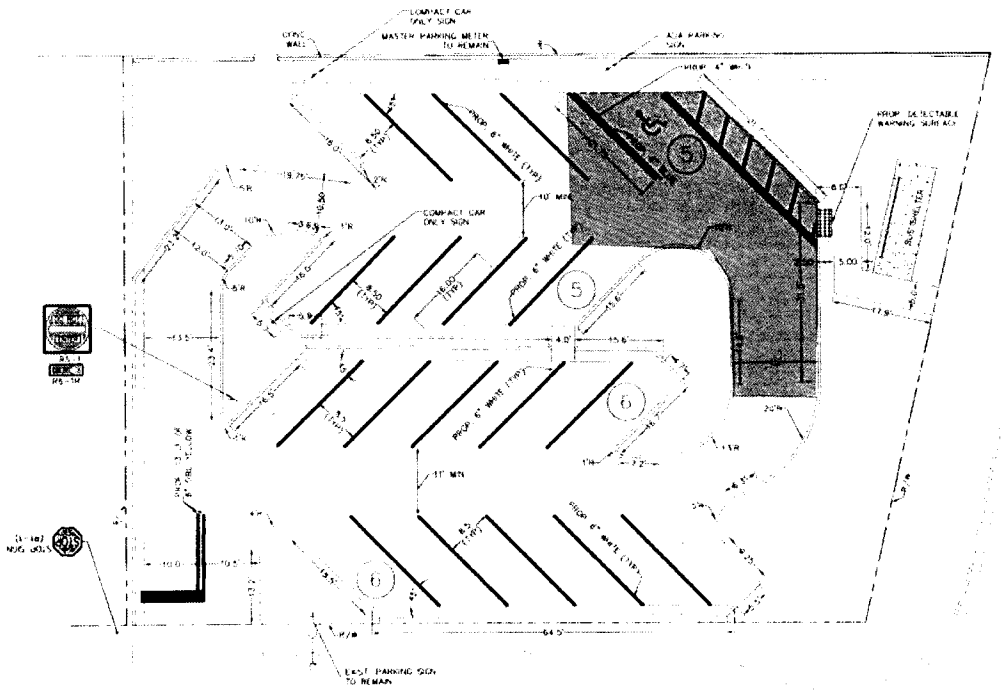
For:
Surface Lots 12X – ADA Stall

DESCRIPTION	AMOUNT
We propose to furnish all labor, equipment and materials to install the following as per CIP field directive dated 04/28/15:	
• Milling Roadway 1,800 s/f x $0.50 per s/f	$ 900.00
• 2 ½" Asphalt/TN 16 tons x $160.00 per ton	2,560.00
• Tack Coat 8 gal x $8.00 per gal	64.00
• Striping 300 l/f x $1.50 per l/f	450.00
• Surveying	500.00
TOTAL AMOUNT	**$ 4,474.00**

1. THE PRICES MAY BE SUBJECT TO CHANGE IF THE PROPOSAL IS NOT ACCEPTED WITHIN 30 DAYS.
2. 50% PAYMENT IS TO BE MADE UPON PROPOSAL ACCEPTANCE AND THE REMAINDER PAYABLE UPON COMPLETION OF JOB.
3. ESTIMATE DOES NOT INCLUDE ANY SPECIAL PROVISIONS TO CONTRACT.
4. THE PURCHASER AGREES TO PAY ALL COST OF COLLECTIONS INCUDING ATTORNEY'S FEES AND COURT COSTS.

IF THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE HEREBY ACCEPTED, TEAM CONTRACTING, INC. IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. A MONTHLY SERVICE CHARGE OF 1.5% WILL BE ADDED IF JOB IS NOT PAID IN FULL WITHIN 30 DAYS OF START DATE

ACCEPTED BY: _____ SIGNATURE: _____ TITLE: _____ DATE: _____



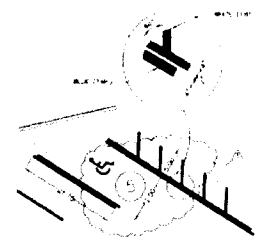
	GREEN AREAS	PAVED AREAS	PARKING SPACES: STANDARD PARKING	ACCESSIBLE PARKING
EXISTING	2,933 SF	11,324 SF	23	
PROPOSED	3,541 SF	10,726 SF	21	
CHANGE	(+)608 SF	(-)598 SF	(-)2	

PROPOSED PAVEMENT MARKING

SCALE 1"=10'

SIGNING AND PAVEMENT MARKING NOTES

1. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THIS WORK SHALL CONFORM TO THE CURRENT EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAY, FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS (FDOT), ALL SIGN PANELS SHALL BE FABRICATED TO COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION STANDARD HIGHWAY SIGNS.
2. MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND THE END OF THE PROJECT AND AT ALL SIDE STREETS WITHOUT JOGS AND OFFSETS.
3. SIGN ASSEMBLY LOCATIONS SHOWN ON PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, DRIVEWAYS, WHEELCHAIR RAMPS, ETC. MAY BE ADJUSTED SLIGHTLY AS DIRECTED BY ENGINEER. EXTREME LOCATION CHANGES MUST BE APPROVED BY DISTRICT TRAFFIC OPERATION DEPARTMENT.
4. INCORRECTLY PLACED PAINT MARKINGS OVER FRICTION COURSE WILL BE REMOVED BY MILLING AND REPLACING THE FRICTION COURSE A MINIMUM WIDTH OF 12 INCHES AT THE CONTRACTOR EXPENSE. THE ENGINEER MAY APPROVE AN ALTERNATIVE METHOD IF IT CAN BE DEMONSTRATED TO COMPLETELY REMOVE THE MARKINGS WITHOUT DAMAGED THE ASPHALT.
5. THE CONTRACTOR SHALL RELOCATE ALL EXISTING POST-MOUNTED STREET NAME AND STOP SIGNS TO A VISIBLE AREA UNOBSTRUCTED BY THE CONSTRUCTION SO AS TO MINIMIZE DAMAGE TO THE SIGNS DURING CONSTRUCTION. THE STREET NAME SHALL BE REATTACHED TO THE TOP OF THE NEW STOP SIGNS ON MINOR SIDE STREETS AT THE END OF CONSTRUCTION. THE NEW STOP SIGN POST SHALL HAVE ADEQUATE LENGTH TO ACCOMMODATE THE EXISTING STREET NAMES. AT THE TOP. COST OF RELOCATION AND REATTACHMENT OF STREET NAME SIGN SHALL BE PAID FOR UNDER PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.
6. EXTRUDED ALUMINUM SIGN SUPPORT CLAMPS ARE NOT ACCEPTABLE. ALL RELOCATED SIGNS MUST COMPLY WITH THE STANDARD SPECIFICATIONS, SPECIAL PROVISIONS AND ROADWAY DESIGN AND TRAFFIC STANDARDS AS OF THE EFFECTIVE DATE. NEW SIGNS OF EXISTING CLAMPS, BRACKETS, POLES, ETC. NEED TO BE REPLACED, THE COST SHALL BE INCLUDED IN THE RELOCATION PAYS ITEMS.
7. THE CONTRACTOR SHALL SUBMIT A LIST OF THE EXISTING SIGNS TO THE PROJECT ENGINEER AT THE PRE-CONSTRUCTION CONFERENCE. ANY LOST, DAMAGED, SIGNS DURING CONSTRUCTION SHALL BE REPLACED AT NO ADDITIONAL COST. COST MAINTENANCE OF EXISTING SIGNS IS TO BE INCLUDED IN ITEM 102-1, MAINTENANCE OF TRAFFIC.
8. DIMENSIONS FOR PARKING SPACES ARE AS PER NDCR 1-246.
9. CONTRACTOR TO COORDINATE WITH THE CITY OF MIAMI BEACH PARKING DEPARTMENT RELOCATION OF THE EXISTING MASTER METERS IF NECESSARY.



STRIPING DETAIL

SCALE: N.T.S.

(X) DENOTES TOTAL NUMBER OF PARKING SPACES IN A ROW

MIAMIBEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENTION CENTER DRIVE MIAMI BEACH, FL 33139

GREEN SPACE PARKING LOTS
NEIGHBORHOOD NO. 10, FLAMINGO PARK

TITLE: 900 WASHINGTON AVE. PARKING LOT 12X
PROPOSED PAVEMENT MARKING PLAN

INTERIM CITY MANAGER: KATHIE G. BROOKS
DIRECTOR: FRED H. BECKMANN, P.E.
CITY ENGINEER: RICHARD W. SALTRICK, P.E.

ENGINEER OF RECORD: N.S.
DESIGN ENGINEER: H.D.
DRAWN BY: J.F. & J.B.
CHECKER: H.D.
SCALE: AS SHOWN

ENGINEER OF RECORD: RICHARD W. SALTRICK, PE NO. 50085

NO.	DATE	REVISION	APP'D BY
5			
4			
3			
2			
1	12/13/12	BLDG. DEPT COMMENTS	R.W.S.

File Path: F:\BOB\$AC.CAD\JOB\PROJECTS\PARKS\900 LOT 12X\
File name: PK 2011.dwg
Date: 03/02/2012
Sheet: 6 of 14
Field Book: N/A Page: N/A
Drawing: PM-12

RESOLUTION TO BE SUBMITTED

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COMPETITIVE BID REPORTS

Condensed Title:

REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-213-KB FOR PREPARATION OF ENVIRONMENTAL ANALYSIS FOR MIAMI BEACH TRANSIT PROJECTS INCLUDING THE BEACH CORRIDOR TRANSIT CONNECTION PROJECT AND RELATED SERVICES.

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

Supporting Data (Surveys, Environmental Scan, etc.):

N/A

Item Summary/Recommendation:

The City of Miami Beach is seeking proposals from qualified Consultants to assist the Transportation Department in the preparation of environmental analysis for Miami Beach transit projects including the Beach Corridor Transit Connection Project and related services.

The City is seeking services from a consulting firm or team with experience in preparing environmental documents, including, but not limited to, environmental assessments and state environmental impact reports, for transit project including light rail transit/modern streetcar systems pursuant to federal and state requirements. The selected firm must be pre-qualified by the Florida Department of Transportation in Professional Services Work Types Group 2 – Project Development and Environmental (PD&E) Studies and have PD&E experience to assist the City in: 1) developing the scope and deliverables of the desired environmental analyses and documents in order to expedite the implementation of transit projects, including the Miami Beach Component of the Beach Corridor Transit Connection Project; and 2) reviewing and evaluating proposals, both from a technical and financial perspective, including reviewing Public-Private Partnership (P3) proposals.

RECOMMENDATION

To seek proposals from interested parties, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the issuance of RFQ No. 2015-213-KB for preparation of environmental analysis for Miami Beach transit projects including the Beach Corridor Transit Connection Project and related services.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	N/A	N/A	N/A
	2			
	Total			

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Alex Denis, José R. González

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD JRG	MT KGB	JLM

T:\AGT:\AGENDA\2015\July\PROCUREMENT\RFQ 2015-206-KB Roofing Consultant - ISSUANCE SUMMARY.doc

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8th, 2015

SUBJECT: **REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-213-KB FOR PREPARATION OF ENVIRONMENTAL ANALYSIS FOR MIAMI BEACH TRANSIT PROJECTS INCLUDING THE BEACH CORRIDOR TRANSIT CONNECTION PROJECT AND RELATED SERVICES**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFQ.

BACKGROUND

The City of Miami Beach is seeking proposals from qualified Consultants to assist the Transportation Department in the preparation of environmental analysis for Miami Beach transit projects including the Beach Corridor Transit Connection Project and related services.

The City is seeking services from a consulting firm or team with experience in preparing environmental documents, including, but not limited to, environmental assessments and state environmental impact reports, for transit projects, including light rail transit/modern streetcar systems pursuant to federal and state requirements. The selected firm must be pre-qualified by the Florida Department of Transportation in Professional Services Work Types Group 2 – Project Development and Environmental (PD&E) Studies and have PD&E experience to assist the City in: 1) developing the scope and deliverables of the desired environmental analyses and documents in order to expedite the implementation of transit projects, including the Miami Beach Component of the Beach Corridor Transit Connection Project; and 2) reviewing and evaluating proposals, both from a technical and financial perspective, including reviewing Public-Private Partnership (P3) proposals.

- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, RFQ 2015-213-KB preparation of environmental analysis for Miami Beach transit projects including the Beach Corridor Transit Connection Project and related services (attached).

- **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, RFQ 2015-213-KB preparation of environmental analysis for Miami Beach transit projects including the Beach Corridor Transit Connection Project and related services (attached).

- **CRITERIA FOR EVALUATION.** Please Reference Section 0400, RFQ 2015-213-KB preparation of environmental analysis for Miami Beach transit projects including the Beach Corridor Transit Connection Project and related services (attached).

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of the RFQ for Consultant Services for the preparation of environmental analysis for Miami Beach transit projects including the Beach Corridor Transit Connection Project and related services is subject to funds availability approved through the City's budgeting process

ATTACHMENTS

Attachment A: RFQ 2015-213-KB for Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services.

JLM / MT / KGB / AD / JRG

T:\AGENDA\2015\July\PROCUREMENT\RFQ 2015-213-KB Transit Study - ISSUANCE MEMO.doc

REQUEST FOR QUALIFICATIONS (RFQ)

Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services

RFQ 2015-213-KB

RFQ ISSUANCE DATE: JULY 13, 2015

STATEMENTS OF QUALIFICATIONS DUE: AUGUST 28, 2015

ISSUED BY: KRISTY BADA

MIAMIBEACH

Alex Denis, *Director*
DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive, Miami Beach, FL 33139
305.673.7490| adenis@miamibeachfl.gov
www.miamibeachfl.gov

TABLE OF CONTENTS

SOLICITATION SECTIONS:		PAGE
0100	NOT UTILIZED	N/A
0200	INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS	3
0300	SUBMITTAL INSTRUCTIONS & FORMAT	10
0400	EVALUATION PROCESS	12

APPENDICES:		PAGE
APPENDIX A	RESPONSE CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS	14
APPENDIX B	"NO BID" FORM	21
APPENDIX C	MINIMUM REQUIREMENTS & SPECIFICATIONS	23
APPENDIX D	SPECIAL CONDITIONS	26
APPENDIX E	INSURANCE REQUIREMENTS	27
APPENDIX F	RESOLUTION NO. 2015-29000	33
APPENDIX G	MAP – DIRECT CONNECTION AND FUTURE ALTON RD. OPTION	34
APPENDIX H	MAP – DIRECT CONNECTION AND FUTURE ALIGNMENT OPTIONS	35
APPENDIX I	SAMPLE CONTRACT	36

SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposer to submit their qualifications, proposed scopes of work and cost Statement of Qualifications (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposer and, subsequently, the successful proposer(s) (the "contractor[s]") if this RFQ results in an award.

The City utilizes ***PublicPurchase*** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any prospective proposer who has received this RFQ by any means other than through ***PublicPurchase*** must register immediately with ***PublicPurchase*** to assure it receives any addendum issued to this RFQ. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.
The City of Miami Beach is soliciting "Statements of Qualifications" that the City may utilize to select a Consultant for Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services. The City is seeking services from a consulting firm or team with experience in preparing environmental documents, including, but not limited to, Environmental Assessments and State Environmental Impact Reports, for light rail transit/modern streetcar systems pursuant to federal and state requirements. The selected firm must be pre-qualified by the Florida Department of Transportation in Professional Services Work Types Group 2 – Project Development and Environmental (PD&E) Studies and have PD&E experience to assist the City in:

1) Developing the scope and deliverables of the desired environmental analyses and documents in order to expedite the implementation of transit projects, including the Miami Beach Component of the Beach Corridor Transit Connection Project; and

2) Reviewing and evaluating proposals, both from a technical and financial perspective, including reviewing Public-Private Partnership (P3) proposals.

For the purposes of this RFQ, the selection process will be based on qualifications. No proposal for specifics to the environmental analyses is being requested, nor will be considered, at this time. After City Commission award approval, the City will negotiate and establish a contract with a successful proposer.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

Solicitation Issued	July 13, 2015
Pre-Submittal Meeting	July 22, 2015 at 10:00 AM
Deadline for Receipt of Questions	August 20, 2015 at 5:00 PM
Responses Due	August 28, 2015 at 3:00 PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact named herein, in writing, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: RafaelGranado@miamibeachfl.gov or facsimile: 786-394-4188. The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date Statement of Qualifications are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

Procurement Contact:	Telephone:	Email:
Kristy Bada	305-673-7000 ext. 6230	KristyBada@miamibeachfl.gov

5. PRE-STATEMENTS OF QUALIFICATIONS MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Solicitation Timeline above at the following address:

City of Miami Beach
City Hall - 4th Floor
City Manager's Small Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
(2) Enter the MEETING NUMBER: 1142644

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

6. PRE-STATEMENTS OF QUALIFICATIONS INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). Only questions answered by written addenda will be

binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

7. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the **"Cone of Silence."** The Cone of Silence ordinance is available at:

http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida

Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website:

http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- ~~LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410~~
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF QUALIFICATIONS. The City reserves the right to postpone the deadline for submittal of Statement of Qualifications and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the proposal due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a five (5) point preference to a responsive and responsible proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

12. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Statement of Qualifications, will be considered by the City Manager who may recommend to the City Commission the proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all Statement of

Qualifications. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

(1) The ability, capacity and skill of the proposer to perform the contract.

(2) Whether the proposer can perform the contract within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposer (s) which it deems to be in the best interest of the City, or it may also reject all Statement of Qualifications. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer (s) will take place to arrive at a mutually acceptable Agreement, including cost of services.

13. ACCEPTANCE OR REJECTION OF RESPONSES. The City reserves the right to reject any or all Statement of Qualifications prior to award. Reasonable efforts will be made to either award the Contract or reject all Statement of Qualifications within one-hundred twenty (120) calendar days after Statement of Qualifications opening date. A proposer may not withdraw its Statement of Qualifications unilaterally before the expiration of one hundred and twenty (120) calendar days from the date of Statement of Qualifications opening.

14. PROPOSER'S RESPONSIBILITY. Before submitting a Statement of Qualifications, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

15. COSTS INCURRED BY RESPONDENTS. All expenses involved with the preparation and submission of Statement of Qualifications, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer , and shall not be reimbursed by the City.

16. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposals hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

17. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

18. MISTAKES. Proposals are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFQ. Failure to do so will be at the Proposer's risk and may result in the Statement of Qualifications being non-responsive.

19. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

20. PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of this contract.

Where consultant is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the consultant will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The consultant shall be liable for any damages or loss to the City occasioned by negligence of the proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

22. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

23. ANTI-DISCRIMINATION. The proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

24. DEMONSTRATION OF COMPETENCY.

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.

B. Statement of Qualifications will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.

C. Proposals must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.

D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a proposer, including past performance (experience), in making an award that is in the best interest of the City.

F. The City may require proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

25. ASSIGNMENT. The successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

26. LAWS, PERMITS AND REGULATIONS. The proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

27. OPTIONAL CONTRACT USAGE. When the successful proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

28. VOLUME OF WORK TO BE RECEIVED BY CONSULTANT. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the consultant. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

29. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

A. Any contract or agreement resulting from the award of this solicitation; then
B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
C. The solicitation; then
D. The proposer's proposal in response to the solicitation.

30. INDEMNIFICATION. The consultant shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the consultant or its employees, agents, servants, partners, principals or subcontractors. The consultant shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

31. CONTRACT EXTENSION. The City reserves the right to require the Consultant to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the consultant.

32. FLORIDA PUBLIC RECORDS LAW. Proposals are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Consultant agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and

conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

33. MODIFICATION/WITHDRAWALS OF QUALIFICATIONS. A Proposer may submit a modified Statement of Qualifications to replace all or any portion of a previously submitted Statement of Qualifications up until the Statement of Qualifications due date and time. Modifications received after the Statement of Qualifications due date and time will not be considered. Statement of Qualifications shall be irrevocable until contract award unless withdrawn in writing prior to the Statement of Qualifications due date, or after expiration of **120** calendar days from the opening of Statement of Qualifications without a contract award. Letters of withdrawal received after the Statement of Qualifications due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

34. EXCEPTIONS TO RFQ. Proposals must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Statement of Qualifications. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which Proposer took exception to (as said term and/or condition was originally set forth on the RFQ).

35. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposals shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Statement of Qualifications. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

SECTION 0300 SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Statement of Qualifications (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, proposer name, proposer return address. Statement of Qualifications received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Statements of Qualifications are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of Statement of Qualifications will be considered late and not be accepted or will be returned to proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. STATEMENTS OF QUALIFICATIONS FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of Statement of Qualifications, it is strongly recommended that Statement of Qualifications be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Statement of Qualifications that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Response Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.

1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

TAB 2	Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services as identified in this solicitation, including experience in providing scope of services to public sector agencies. Proposer must submit five (5) relevant projects, performed in the last five (5) years as evidence of experience; the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

Include any environmental studies for bus rapid transit and rail transit projects conducted pursuant to federal (National Environmental Policy Act (NEPA) of 1969) and state guidelines and any experience with Public-Private Partnership (P3) procurement, including delivery method and evaluation, and transit projects operating on exclusive rights-of-way.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each respondent team member to be assigned to this contract.

2.3 Financial Capacity. Each proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3 Approach and Methodology

Proposer shall describe its approach and methodology in accomplishing the goals of this RFQ as outlined below:

1. Develop the scope and deliverables for the desired services in conjunction with City officials, stakeholders, and administrative staff as assigned by the City;
2. Perform Environmental Assessment and State Environmental Impact Reports for light rail transit/modern streetcar systems pursuant to Federal and State requirements.
3. Review and evaluate proposals, including proposals for a Public-Private Partnership (P3), both from a technical and financial perspective, related to design, construction, operations, and maintenance of the Miami Beach component of the Beach Corridor Transit Connection Project, or any other rail or bus rapid transit project.

Note: After proposal submittal, the City reserves the right to require additional information from Proposer (or proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400 STATEMENTS OF QUALIFICATIONS EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the requirements set forth in the solicitation. If further information is desired, Proposals may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of Statement of Qualifications will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the Statement of Qualifications only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

2. . Step 1 Evaluation. Proposals will be categorized into the discipline areas noted in section 0200-2 (Groups A & B) prior to evaluation by the committee in order that proposals may be evaluated by category against other proposers in that category. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria	Maximum Points
Experience and Qualifications	60
Approach and Methodology	40
TOTAL AVAILABLE STEP 1 POINTS	100

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposer may receive additional quantitative criteria points to be added by the Department of Procurement to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	5

4. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	10	5	5
	Total	92	81	85
	Rank	1	3	2
Committee Member 2	Step 1 Points	85	85	72
	Step 2 Points	10	5	5
	Total	95	90	77
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	10	5	5
	Total	90	79	71
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A

MIAMIBEACH

Response Certification, Questionnaire & Requirements Affidavit

RFQ No. 2015-213-KB
Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Solicitation No: RFQ 2015-213-KB	Solicitation Title: Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services	
Procurement Contact: Kristy Bada	Tel: 305-673-7000 Ext. 6218	Email: KristyBada@miamibeachfl.gov

STATEMENTS OF QUALIFICATIONS CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Response Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposals of certain solicitation and contractual requirements, and to collect necessary information from Proposals in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Statement of Qualifications Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	No. of Employees:
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is proposer claiming a veteran owned business status?

   [ ] YES [ ] NO

   SUBMITTAL REQUIREMENT: Proposals claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposals must disclose, in their Statement of Qualifications, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposals must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

   SUBMITTAL REQUIREMENT: Proposals must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposals must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the proposer has completed work similar in size and nature as the work referenced in solicitation.

   SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

   [ ] YES [ ] NO

   SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposals are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposals shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Statement of Qualifications, in the event of such non-compliance.

   SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

   SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

7. ~~**Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, proposers shall be required to pay all covered employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:~~

- ~~Currently, the hourly living wage rate is $11.28/hr with health benefits of at least $1.64 an hour, or a living wage of not less than $12.92 an hour without health benefits.~~
- ~~Commencing January 1, 2015, the hourly living wage rate will be $11.62/hr with health benefits of at least $1.69 an hour, or a living wage of not less than $13.31/hr without health benefits.~~

~~The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).~~

~~Proposers' failure to comply with this provision shall be deemed a material breach under this bid, under which the City may, at its sole option, immediately deem said proposer as non-responsive, and may further subject proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. For further information about Living Wage requirements, please contact the City's Contracts Compliance Administrator at 305-673-7490.~~

~~**SUBMITTAL REQUIREMENT:** No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.~~

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ YES ☐ NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

☐ YES ☐ NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a

person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, Statement of Qualifications, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposer or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposals are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Statement of Qualifications made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Statement of Qualifications, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving Statement of Qualifications, may accept or reject Statement of Qualifications, and may accept Statement of Qualifications which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Statement of Qualifications in response to this solicitation.

Following submission of Statement of Qualifications, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Statement of Qualifications and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposals. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposals should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Statement of Qualifications conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Statement of Qualifications submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Statement of Qualifications.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposals will be bound only as, if and when a Statement of Qualifications, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Statement of Qualifications and supporting documents shall be subject to disclosure as required by such law. All Statement of Qualifications shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposals are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Statement of Qualifications, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Statement of Qualifications, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Statement of Qualifications is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposals agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer , am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer 's Authorized Representative:	Title of Proposer 's Authorized Representative:
Signature of Proposer 's Authorized Representative:	Date:

State of FLORIDA)
)
County of _____)

On this ____day of _____, 20__, personally appeared before me _____ who stated that (s)he is the _____ of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

_____
Notary Public for the State of Florida
My Commission Expires: _____.

APPENDIX B

MIAMIBEACH

"No Bid" Form

RFQ No. 2015-213-KB
Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A STATEMENTS OF QUALIFICATIONS AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

___ Workload does not allow us to proposal

___Insufficient time to respond

___ Specifications unclear or too restrictive

___ Unable to meet specifications

___Unable to meet service requirements

___Unable to meet insurance requirements

___Do not offer this product/service

___OTHER. (Please specify)

_____

_____

_____

We do __ do not __ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature:_____

Title:_____

Legal Company Name:_____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
DEPT. OF PROCUREMENT MANAGEMENT
ATTN: **Kristy Bada**
STATEMENTS OF QUALIFICATIONS **#2015-213-KB**
1700 Convention Center Drive
MIAMI BEACH, FL 33139

APPENDIX C

MIAMIBEACH

Minimum Requirements & Specifications

RFQ No. 2015-213-KB Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

C1. MINIMUM REQUIREMENTS:

The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposals that fail to comply with minimum requirements will be deemed non-responsive and will not be considered.

1. Proposer must be pre-qualified by the Florida Department of Transportation (FDOT) under Professional Services Work Type: Group 2 – Project Development and Environmental (PD&E) Studies

   Submittal Requirement: submit a copy of the FDOT pre-qualification letter.

2. Proposer and project manager must be a licensed engineering or architectural firm/individual by the State of Florida Department of Business and Professional Regulation, regularly engaged in the business of providing the professional specialization services as described in this RFQ.

C2. SCOPE OF WORK REQUIRED.

BACKGROUND

The City of Miami Beach, Florida is located on a barrier island between the Biscayne Bay and the Atlantic Ocean, just east of the City of Miami, Florida. It is connected to the City of Miami on the mainland via four causeways. The City is the predominant tourist destination of South Florida. The City has a population of approximately 87,779, in addition to the millions of tourists that visit each year.

The study area will be the South Beach section of the City, and will include, but not be limited to, the following transportation corridors: SR A1A/5th Street from SR 907/Alton Road to Washington Avenue; Washington Avenue from SR A1A/5th Street to Dade Boulevard; Dade Boulevard from Meridian Avenue to 23rd Street; and Convention Center Drive.

For over two years, the City has been working in partnership with the Miami-Dade Metropolitan Planning Organization (MPO), Miami-Dade Transit (MDT), Florida Department of Transportation (FDOT), and the City of Miami as part of the ongoing Beach Corridor Transit Connection Study (formerly known as the Baylink Corridor Study) studying ways to improve mass transit connectivity between the City of Miami Beach and Downtown Miami.

The Study commenced in October 2013 and focuses on re-evaluating the "Locally Preferred Alternative" (resulting from the 2004 Baylink Corridor Study), which proposed a light rail transit/modern streetcar connection between Miami Beach and Downtown Miami, via the MacArthur Causeway. A Technical Advisory Committee (TAC) comprised of staff from various municipal and transportation agencies and a Policy Executive Committee (PEC) comprised of elected officials from Miami-Dade County, the City of Miami Beach, and the City of Miami was established as an advisory committee of the MPO to assist the Study consultant team in making key milestone decisions through the Study process.

At this time, the Study recommendations focus on a Light Rail Transit (LRT)/modern streetcar

system connecting Miami Beach and Downtown Miami via the MacArthur Causeway. Several new and emerging catenary-free or off-wire technologies for LRT are being evaluated, including ground-embedded rail and on-board battery storage. The recommended alignment within Miami Beach consists initially of the MacArthur Causeway, 5th Street, and Washington Avenue (in order to establish a direct connection to the Miami Beach Convention Center). A second phase would include an alignment along Alton Road and 17th Street which would operate as a local route solely within Miami Beach and complement the initial regional cross-bay route to Downtown Miami. The study contemplates future route expansion along Collins Avenue to the Julia Tuttle Causeway, connecting to Midtown Miami. In order to provide efficient and effective mass transit service, the Project will operate on exclusive rights-of-way and not in mixed traffic. See attached map (Appendix G & H) depicting the recommended route alignment and future phases.

At the April 29, 2015 Commission meeting, the City Commission adopted a Resolution (see Appendix F) expressing support for expediting the South Beach Component of the Beach Corridor Transit Connection Project which proposes light rail transit/modern streetcar connectivity between the cities of Miami Beach and Miami. Further, the Resolution directed the Administration to work with the local transportation partners to expedite the South Beach Component and authorized the Administration to procure any environmental studies required to advance the South Beach component.

At the PEC meeting on May 4, 2015, the Committee passed a Resolution approving policy directives as to how to proceed with the Baylink Project connecting Miami and Miami Beach. Pursuant to that Resolution, in an effort to expedite at least portions of the Baylink project, the cities of Miami and Miami Beach may, in a manner consistent with State law, proceed with their own environmental analysis.

SCOPE OF SERVICES

At the request of the City Commission, the City seeks a qualified consultant to Prepare Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services. The City is seeking services from a consulting firm or team with experience in preparing environmental documents, including, but not limited to, Environmental Assessments and State Environmental Impact Reports, for light rail transit/modern streetcar systems pursuant to federal and state requirements. The selected firm must be pre-qualified by the Florida Department of Transportation in Professional Services Work Types Group 2 – Project Development and Environmental (PD&E) Studies and have PD&E experience to assist the City in:

1) Developing the scope and deliverables of the desired environmental analyses and documents in order to expedite the implementation of the Miami Beach Transit Projects, including the Miami Component of the Beach Corridor Transit Connection Project; and

2) Reviewing and evaluating proposals, both from a technical and financial perspective, including reviewing Public-Private Partnership (P3) proposals.

For the purposes of this RFQ, the selection process will be based on qualifications. No proposal for specifics to the environmental analyses is being requested, nor will be considered, at this time. After City Commission award approval, the City will negotiate and establish a contract with a

successful proposer. Once a qualified consultant is selected, the City expects to work with the consultant to determine the scope of services for the desired environmental analyses.

APPENDIX D

MIAMIBEACH

Special Conditions

RFQ No. 2015-213-KB
Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

1. TERM OF CONTRACT. Five (5) Years

2. OPTIONS TO RENEW. Two (2) additional one (1) year options

3. PRICES. Not applicable.

4. EXAMINATION OF FACILITIES. Not applicable

5. INDEMNIFICATION. Provider shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

6. PERFORMANCE BOND. Not applicable

7. REQUIRED CERTIFICATIONS. Not applicable

8. SHIPPING TERMS. Not applicable

9. DELIVERY REQUIREMENTS. Not applicable

10. WARRANTY REQUIREMENTS. Not applicable

11. BACKGROUND CHECKS. Not Applicable

12. ADDITIONAL TERMS OR CONDITIONS. This RFQ, including the attached Sample Contract, contains all the terms and conditions applicable to any service being provided to the City resulting from award of contract. By virtue of submitting a proposal, consultant agrees not to require additional terms and conditions at the time services are requested, either through a separate agreement, work order, letter of engagement or purchase order.

13. PRECLUSION. Successful Proposer and sub-consultants contracted to provide roofing consultant services for a particular project are precluded from bidding/responding to the competitive solicitation for the design and/or construction of the project.

14. CHANGE OF PROJECT MANAGER. A change in the Consultant's project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager or public information officer shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).

15. SUB-CONSULTANTS. The Consultant shall not retain, add, or replace any sub-consultant without the

prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

16. ADDITIONAL SERVICES. Services not specifically identified in this request may be added to, or deleted from, any resultant contract upon successful negotiations and mutual consent of the contracting parties, and approval by the City Manager.

17. NEGOTIATIONS. The schedule and total duration of tasks will be negotiated with the selected firm after award of the RFQ. Additionally, the deliverables will also be negotiated with the selected firm after award of the RFQ. As indicated in Page 3 of the RFQ, Section 0200, Sub-Section 2. Purpose: "*For the purposes of this RFQ, the selection process will be based on qualifications. No proposal for specifics to the design is being requested, nor will be considered, at this time.*"

APPENDIX E

MIAMIBEACH

Insurance Requirements

RFQ No. 2015-213-KB
Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

MIAMIBEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

The provider shall furnish to Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance as required by Florida, with Statutory limits and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence, and $2,000,000 general aggregate

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence, for bodily injury and property damage.

D. Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession, with limit no less than $1,000,000 per occurrence or per claim, $2,000,000 aggregate.

Additional Insured Status

The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant.

Waiver of Subrogation

Contractor hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of the Consultant may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current AM. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Miami Beach Risk Management Office.

Verification of Coverage

Consultant shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Miami Beach reserves the right to require complete, certified copies of all required insurance policies, including endorsements required

by these specifications, at any time.

Special Risks or Circumstances

The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
C/O PROCUREMENT DEPARTMENT
1700 CONVENTION CENTER DRIVE
3rd FLOOR
MIAMI BEACH, FL 33139

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

APPENDIX F

MIAMIBEACH

Resolution No. 2015-29000

RFQ No. 2015-213-KB
Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

RESOLUTION NO. 2015-29000

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, EXPRESSING SUPPORT FOR EXPEDITING THE SOUTH BEACH COMPONENT AS THE FIRST PHASE OF THE BEACH CORRIDOR TRANSIT CONNECTION PROJECT, WHICH PROJECT PROPOSES LIGHT RAIL TRANSIT/MODERN STREETCAR CONNECTIVITY BETWEEN THE CITY OF MIAMI BEACH AND THE CITY OF MIAMI; DIRECTING THE ADMINISTRATION TO WORK WITH LOCAL TRANSPORTATION PARTNERS (I.E. MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION, FLORIDA DEPARTMENT OF TRANSPORTATION, AND MIAMI-DADE TRANSIT,) TO EXPEDITE THE SOUTH BEACH COMPONENT; AND FURTHER AUTHORIZING THE ADMINISTRATION TO PROCURE ANY ENVIRONMENTAL STUDIES REQUIRED FOR THE SOUTH BEACH COMPONENT.

WHEREAS, at the Special City Commission Workshop on Transportation on March 18, 2015, Mayor Phillip Levine directed the Administration to identify local funding sources to implement a modern streetcar/light rail transit system in Miami Beach which, ultimately, would connect Miami Beach to Downtown Miami; and

WHEREAS, the City has been working in partnership with the Miami-Dade Metropolitan Planning Organization (MPO), the Florida Department of Transportation (FDOT), Miami-Dade Transit (MDT), and the City of Miami as part of the ongoing Beach Corridor Transit Connection Study ("Study"); and

WHEREAS, the Study focuses on re-evaluating the Locally Preferred Alternative resulting from the 2004 Baylink Corridor Study, which proposed a light rail transit/modern streetcar connection between Miami Beach and Downtown Miami, via the MacArthur Causeway; and

WHEREAS, the Study recommendations focus on a catenary-less (off-wire) Light Rail Transit/modern streetcar system connecting Miami Beach to Downtown Miami via the MacArthur Causeway; and

WHEREAS, the recommended alignment within the City of Miami Beach consists initially of the MacArthur Causeway; 5th Street; Alton Road; 17th Street; and Washington Avenue (in order to establish a direct connection to the Miami Beach Convention Center), and also contemplates future route expansion along Collins Avenue to the Julia Tuttle Causeway, connecting to Midtown Miami; and

WHEREAS, based on the project schedule presented in the Study, it is anticipated that the environmental studies, design, and construction phases are estimated to take 6 to 9 years; and

WHEREAS, in an effort to expedite the project, both the Technical Advisory Committee and the Policy Executive Committee established as part of the Study have endorsed the project moving forward as a Public-Private Partnership project with annual availability payments being made by the local public entity sponsoring the project to the

Design/Build/Operate/Maintain/Finance firm (Concessionaire) over the agreed-upon concession period (typically 30 years); and

WHEREAS, the Study estimates that the portion of the Project on South Beach proposed to operate along 5th Street and Washington Avenue ("South Beach Component") represents approximately 28% of the total $532 million capital cost of the Project (approximately $148 million) and estimates about $9 million in annual capital payments (28% of $32 million) for the South Beach Component; and

WHEREAS, the Administration estimates that the total annual availability payments for the South Beach Component would be about approximately $12 million - $17 million per year, depending on the level of availability of State funds (including operating costs); and

WHEREAS, the Administration is evaluating funding sources for availability payments as part of the FY2015/16 budget process, including increasing parking fees for on-street parking, as well as exploring options for siting a maintenance yard in South Beach in close proximity to the proposed streetcar alignment; and

WHEREAS, expediting the South Beach Component as the first phase of the Project will help build a ridership base and establish a framework for a regional rail system.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve this Resolution expressing support for expediting the South Beach Component as the first phase of the Beach Corridor Transit Connection Project, which Project proposes light rail transit/ streetcar connectivity between the City of Miami Beach and the City of Miami; directing the Administration to work with local transportation partners (i.e. Miami-Dade Metropolitan Planning Organization. Florida Department of Transportation and Miami-Dade Transit) to expedite the South Beach Component; and further authorizing the Administration to procure any environmental studies required for the South Beach Component.

PASSED and **ADOPTED** this 29 day of April, 2015.

ATTEST:

5/5/15

Rafael E. Granado, City Clerk

Philip Levine, Mayor

MIAMI BEACH INCORPORATED MARCH 26TH 1915

T:\AGENDA\2015\April\Transportation\Expressing Support for Expediting the South Beach Component RESO.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

5/1/15

Date

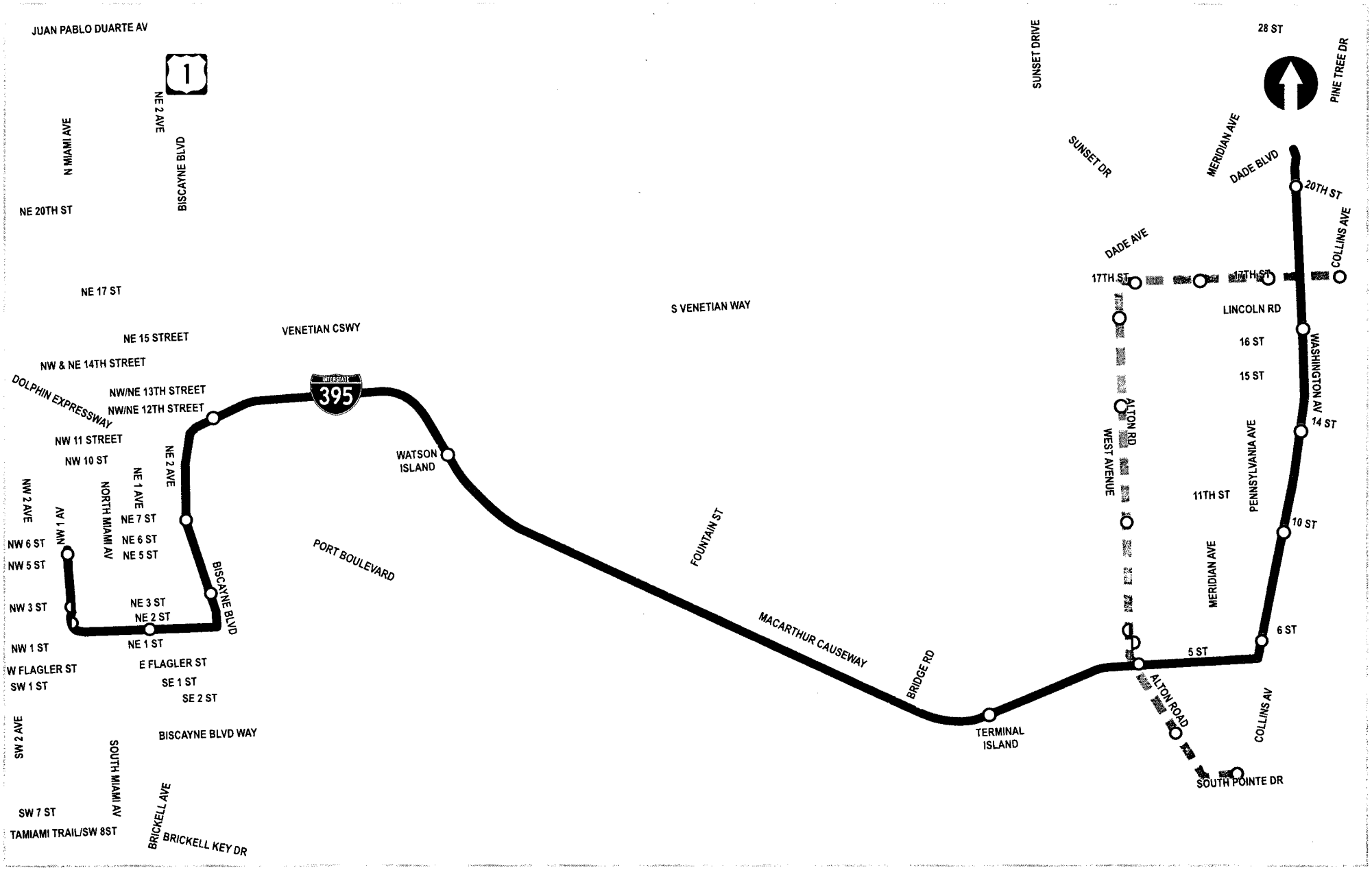
APPENDIX G

MIAMIBEACH

MAP – DIRECT CONNECTION AND FUTURE ALTON RD. OPTION

RFQ No. 2015-213-KB
Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139


JUAN PABLO DUARTE AV
1
NE 2 AVE
BISCAYNE BLVD
N MIAMI AVE
NE 20TH ST
NE 17 ST
NE 15 STREET
NW & NE 14TH STREET
DOLPHIN EXPRESSWAY
NW/NE 13TH STREET
NW/NE 12TH STREET
NW 11 STREET
NW 10 ST
NE 2 AVE
NE 1 AVE
NW 2 AVE
NORTH MIAMI AV
NW 1 AV
NE 7 ST
NE 6 ST
NE 5 ST
NW 6 ST
NW 5 ST
NW 3 ST
NE 3 ST
NE 2 ST
NE 1 ST
NW 1 ST
W FLAGLER ST
E FLAGLER ST
SW 1 ST
SE 1 ST
SE 2 ST
BISCAYNE BLVD
BISCAYNE BLVD WAY
SW 2 AVE
SOUTH MIAMI AV
BRICKELL AVE
SW 7 ST
TAMIAMI TRAIL/SW 8ST
BRICKELL KEY DR
VENETIAN CSWY
INTERSTATE
395
PORT BOULEVARD
WATSON ISLAND
S VENETIAN WAY
FOUNTAIN ST
MACARTHUR CAUSEWAY
BRIDGE RD
TERMINAL ISLAND
SUNSET DRIVE
SUNSET DR
DADE AVE
17TH ST
ALTON RD
WEST AVENUE
ALTON ROAD
SOUTH POINTE DR
5 ST
MERIDIAN AVE
11TH ST
COLLINS AV
6 ST
10 ST
PENNSYLVANIA AVE
14 ST
WASHINGTON AV
15 ST
16 ST
LINCOLN RD
17TH ST
COLLINS AVE
20TH ST
DADE BLVD
MERIDIAN AVE
28 ST
PINE TREE DR

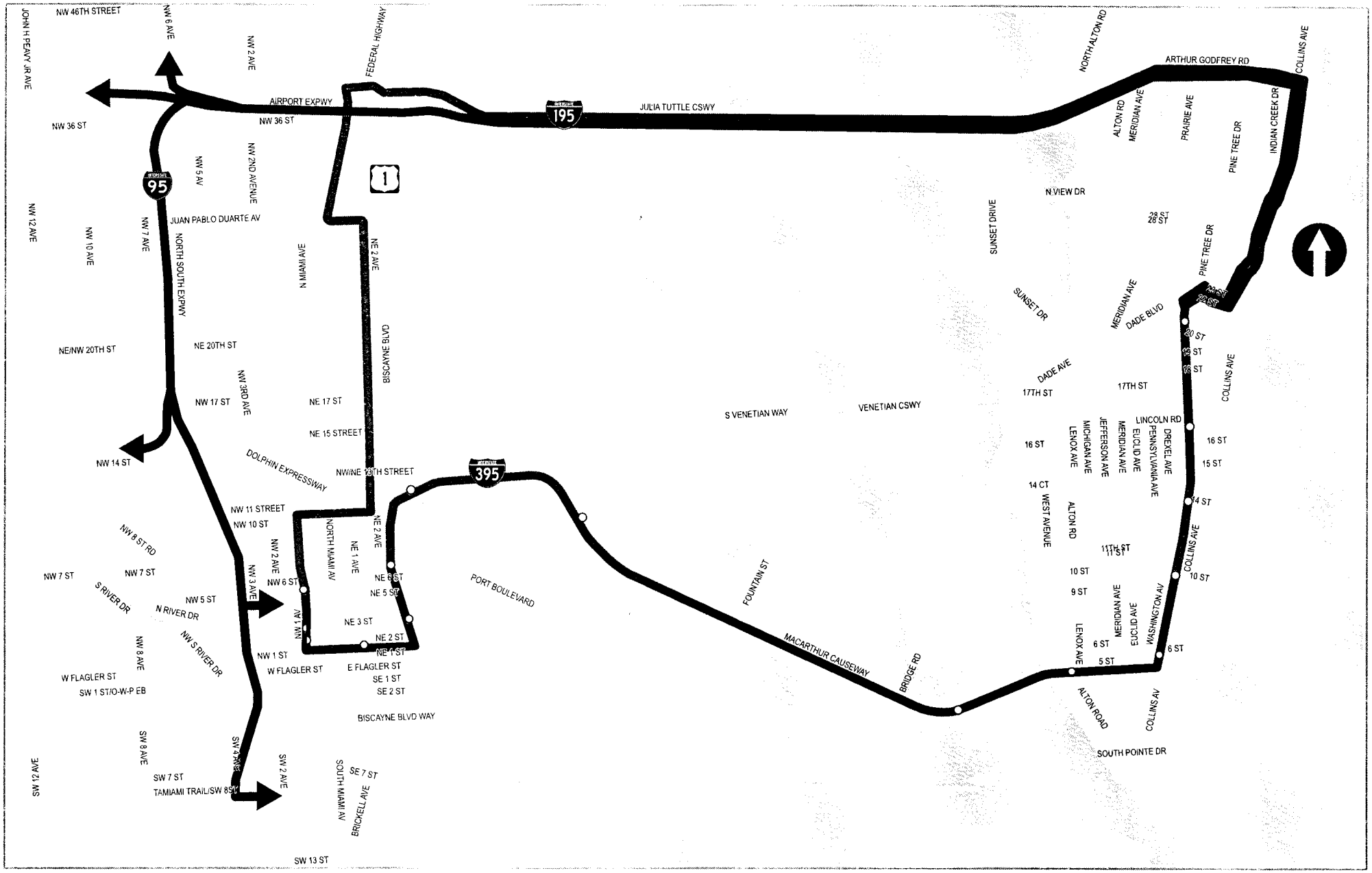
APPENDIX H

MIAMIBEACH

MAP – DIRECT CONNECTION AND FUTURE ALIGNMENT OPTIONS

RFQ No. 2015-213-KB
Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139


NW 46TH STREET
JOHN H PEAVY JR AVE
NW 6 AVE
NW 2 AVE
FEDERAL HIGHWAY
AIRPORT EXPWY
NW 36 ST
NW 36 ST
INTERSTATE 95
NW 5 AV
NW 2ND AVENUE
JUAN PABLO DUARTE AV
NW 12 AVE
NW 10 AVE
NW 7 AVE
NORTH SOUTH EXPWY
N MIAMI AVE
NE/NW 20TH ST
NE 20TH ST
NW 17 ST
NW 3RD AVE
NE 17 ST
NE 15 STREET
NW 14 ST
DOLPHIN EXPRESSWAY
NW/NE 10TH STREET
NW 11 STREET
NW 10 ST
NW 8 ST RD
NW 7 ST
NW 7 ST
S RIVER DR
NW 5 ST
N RIVER DR
NW 2 AVE
NW 3 AVE
NW 6 ST
NW 8 AVE
NW S RIVER DR
NW 1 ST
W FLAGLER ST
W FLAGLER ST
SW 1 ST/O-W-P EB
SW 8 AVE
SW 12 AVE
SW 7 ST
TAMIAMI TRAIL/SW 8 ST
SW 4 AVE
SW 2 AVE
SW 13 ST
NORTH MIAMI AV
NE 1 AVE
NE 2 AVE
NE 6 ST
NE 5 ST
NE 3 ST
NE 2 ST
NE 1 ST
E FLAGLER ST
SE 1 ST
SE 2 ST
BISCAYNE BLVD WAY
SOUTH MIAMI AV
SE 7 ST
BRICKELL AVE
BISCAYNE BLVD
1
INTERSTATE 395
PORT BOULEVARD
MACARTHUR CAUSEWAY
FOUNTAIN ST
BRIDGE RD
S VENETIAN WAY
VENETIAN CSWY
INTERSTATE 195
JULIA TUTTLE CSWY
NORTH ALTON RD
ARTHUR GODFREY RD
COLLINS AVE
ALTON RD
MERIDIAN AVE
PRAIRIE AVE
PINE TREE DR
INDIAN CREEK DR
N VIEW DR
SUNSET DRIVE
SUNSET DR
28 ST
PINE TREE DR
MERIDIAN AVE
DADE BLVD
20 ST
19 ST
18 ST
COLLINS AVE
DADE AVE
17TH ST
17TH ST
LINCOLN RD
DREXEL AVE
PENNSYLVANIA AVE
EUCLID AVE
MERIDIAN AVE
JEFFERSON AVE
MICHIGAN AVE
LENOX AVE
16 ST
16 ST
15 ST
14 CT
WEST AVENUE
ALTON RD
14 ST
11TH ST
11 ST
COLLINS AVE
10 ST
10 ST
9 ST
MERIDIAN AVE
EUCLID AVE
WASHINGTON AV
LENOX AVE
6 ST
6 ST
5 ST
ALTON ROAD
COLLINS AV
SOUTH POINTE DR

APPENDIX I

MIAMIBEACH

Sample Contract

RFQ No. 2015-213-KB
Preparation of Environmental Analysis for Miami Beach Transit Projects Including the Beach Corridor Transit Connection Project and Related Services

DEPARTMENT OF PROCUREMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND
[FILL IN CONSULTANT NAME]
FOR
[XXXXXXXXXXXXXXXX], PURSUANT TO
[FILL IN RFP, RFQ, OR ITB#]

4 This Professional Services Agreement ("Agreement") is entered into this **XXXXXX** day of **XXXXXXXXXXXX**, 2010, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"), and **[FILL IN CONSULTANT NAME]**, a **[FILL IN TYPE OF ENTITY/I.E. CORPORATION, LLC, ETC.]**, whose address is **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX** (Consultant).
5
6

SECTION 1
DEFINITIONS

Agreement: This Agreement between the City and Consultant, including any exhibits and amendments thereto.

City Manager: The chief administrative officer of the City.

Consultant: For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.

Services: All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.

Fee: Amount paid to the Consultant as compensation for Services.

Proposal Documents: Proposal Documents shall mean City of Miami Beach **[FILL IN RFP, RFQ, OR ITB]** No. **[XXXXXXXXXXXXXX]** for **[XXXXXXXXXXXXXXXXXXXXXX]**, together with all amendments thereto, issued by the City in contemplation of this Agreement **[FILL IN CORRECT ABBREVIATION RFP, RFQ, OR ITB]**, and the Consultant's proposal in response thereto (Proposal), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the **[FILL IN RFP, RFQ, or ITB]**; and the Proposal.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139: telephone number (305) 673-7000, Ext. 6435: and fax number (305) 673-7023.

SECTION 2
SCOPE OF SERVICES (SERVICES)

2.1 In consideration of the Fee to be paid to Consultant by the City, Consultant shall provide the work and services described in Exhibit "A" hereto (the Services).

[NOTE: EXHIBIT "A" MUST INCLUDE DETAILED DESCRIPTION OF SERVICES]

2.2 Consultant's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit **[XXX]** hereto.

[NOTE: TIMELINE FOR DELIVERABLES CAN ALSO BE INCLUDED IN EXHIBIT "A" OR IN SEPARATE EXHIBIT]

SECTION 3
TERM

7 The term of this Agreement (Term) shall commence upon execution of this Agreement by all parties hereto, and shall have an initial term of **[XXXXXXXXXXXX]**, with **[XXXXXXXXXX]** renewal options, to be exercised at the City Manager's sole option and discretion, by providing Consultant with written notice of same no less than thirty (30) days prior to the expiration of the initial term.
8
9 Notwithstanding the Term provided herein, Consultant shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit **[XXX]** hereto.
10
11

SECTION 4

FEE

4.1 In consideration of the Services to be provided, Consultant shall be compensated on a fixed fee basis, in the amount of **$XXXXXXXX**.

11.2 [NOTE: INCLUDE AMOUNT FOR REIMBURSABLES, IF ANY].

4.3 [NOTE: INCLUDE HOW FEE IS TO BE PAID – I.E. "X" PERCENTAGE UP FRONT; "X" UPON DELIVERY; MONTHLY; LUMP SUM; ETC.].

4.4 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

_____

_____

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE

If the Consultant shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular term(s) of this Agreement, and shall grant Consultant ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Consultant. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against Consultant. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision, in connection with, related to, or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

The parties agree that one percent (1%) of the total compensation to Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS [NOTE: INSURANCE TYPES AND LIMITS BELOW SHOULD ALWAYS BE SAME AS WHAT WAS SPECIFICED IN BID DOCUMENTS]

The Consultant shall maintain and carry in full force during the Term, the following insurance:

1. Consultant General Liability, in the amount of $1,000,000;
2. Consultant Professional Liability, in the amount of $200,000; and
3. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Consultant's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability and Professional Liability shall include the City as an additional insured and shall contain a waiver of subrogation endorsement.

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Consultant specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Consultant is also solely responsible for obtaining and submitting all insurance certificates for any sub-consultants.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Consultant shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Consultant and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $10,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of $10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of $10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9

[INTENTIONALLY DELETED]

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 [INTENTIONALLY DELETETD]

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Services, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital and familial status, or age.

10.6 CONFLICT OF INTEREST

The Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the City of Miami Beach Charter and Code (as some may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, Consultant shall not knowingly employ any person having such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

SECTION 11
NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: **[FILL IN]**

TO CITY: **[FILL IN]**

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery.

In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 ENTIRETY OF AGREEMENT

The City and Consultant agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

12.4 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, if the Consultant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Consultant shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
d) Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Consultant upon termination of this Agreement. Upon termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Consultant's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Consultant does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
City Clerk

_____
Mayor

Date: _____

Date:_____

FOR CONSULTANT:

[INSERT NAME]

ATTEST:

By: _____
Secretary

_____
President

_____
Print Name

_____
Print Name / Title

Date: _____

Date:_____

R5

ORDINANCES

Condensed Title:

An Ordinance to amend the requirements for non-amplified entertainment in the CPS-2 Zoning District.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

SECOND READING – PUBLIC HEARING

The proposed Ordinance would allow for non-amplified piano or string instruments within the inside of restaurants located in the C-PS2 district, on the south side of Fifth Street between Michigan Avenue and Alton Road through the Conditional Use process.

On February 18, 2015 the Land Use and Development Committee recommended approval of the Ordinance.

On June 10, 2015, the City Commission: 1) accepted the recommendation of the Land Use and Development Committee via separate motion; and 2) approved the proposed Ordinance at First Reading and scheduled a Second Reading Public Hearing for July 8, 2015.

The Administration recommends that the City Commission adopt the Ordinance.

Advisory Board Recommendation:

On April 28, 2015, the Planning Board (vote of 6-0), transmitted the attached proposal to the City Commission with a favorable recommendation. (Planning Board File No. 2252).

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R5A
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

MEMO # COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015 **SECOND READING – PUBLIC HEARING**

SUBJECT: **CPS-2 Entertainment - Non-Amplified Instruments**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 142 "ZONING DISTRICTS AND REGULATIONS;" ARTICLE II, "DISTRICT REGULATIONS", DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT" TO MODIFY PERMITTED USES WITHIN THE CPS-2 DISTRICT TO INCLUDE NON-AMPLIFIED PIANO AND STRING INSTRUMENTS WITHIN RESTAURANT INTERIORS; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the Ordinance.

BACKGROUND

On February 11, 2015, the City Commission (Item C4K), at the request of Comm. Michael Grieco, referred a discussion item to the Land Use and Development Committee (LUDC) regarding a proposed amendment to the City Code pertaining to allowable musical instruments within enclosed restaurants in the C-PS2 district.

On February 18, 2015, the Land Use and Development Committee (LUDC) discussed the item and proposed the attached amendment to Section 142-693(c) of the City Code pertaining to permitted uses in CPS-2 districts.

On March 11, 2015, the City Commission (Item C4B) referred the item to the Planning Board.

ANALYSIS

Section 142-693 of the Land Development Regulations lists "Permitted Uses" in the Performance Standard Districts. Presently entertainment establishments are prohibited in the areas south of Fifth Street, with the exception of certain accessory uses to large hotels. This prohibition prevents restaurants from having any sort of entertainment for the patrons.

However, there are certain circumstances under which a minimal level of entertainment would be appropriate and create no impacts to surrounding residents. The proposed Ordinance allows

for the playing of non-amplified piano or string instruments within the inside of restaurants located in the C-PS2 district, on the south side of Fifth Street between Michigan Avenue and Alton Road through the Conditional Use process. In addition to the safeguards provided by the Conditional Use process, the proposed Ordinance requires that the instruments only be located within the interior of the premises and must be played at a volume that does not interfere with normal conversation. In addition, it requires that the instruments only be played during periods in which full meals are being served, and no later than 2:00 am.

PLANNING BOARD REVIEW

On April 28, 2015, the Planning Board (by a 6-0 vote) transmitted the proposed Ordinance to the City Commission with a favorable recommendation.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

SUMMARY

On June 10, 2015, the subject Ordinance was approved at First Reading.

CONCLUSION

The Administration recommends that the City Commission adopt the Ordinance.

JLM/JMJ/TRM
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CPS-2 ENTERTAINMENT

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 142 "ZONING DISTRICTS AND REGULATIONS;" ARTICLE II, "DISTRICT REGULATIONS", DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT" TO MODIFY PERMITTED USES WITHIN THE CPS-2 DISTRICT TO INCLUDE NON-AMPLIFIED PIANO AND STRING INSTRUMENTS WITHIN RESTAURANT INTERIORS; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, Chapter 142 of the City Code, entitled "Zoning Districts and Regulations," includes specialized use regulations that address alcoholic beverages; and

WHEREAS, Chapter 142 is proposed to be amended to allow the limited use of non-amplified string instruments within the interior of restaurants in the CPS-2 district; and

WHEREAS, the amendment set forth below is necessary to accomplish the objectives identified above.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 142, "Zoning Districts and Regulations" is amended, as follows:

DIVISION 18. PS PERFORMANCE STANDARD DISTRICT

* * *

Sec. 142-693. Permitted uses.

* * *

(c) For purposes of this section, pawnshops and dance halls and entertainment establishments are not permitted as a main permitted or accessory use south of Fifth Street; however, in the C-PS3 and C-PS4 districts dance halls and entertainment establishments shall be permitted as an accessory use within a hotel of 250 rooms or more with access to the dance hall or entertainment establishment only from the interior lobby and not from the street. Additionally, for restaurants located in the C-PS2 district, on the south side of Fifth Street between Michigan Avenue and Alton Road, non-amplified piano or string instruments, played at a volume that does not interfere with normal conversation, may be permitted as a conditional use within the interior of the premises, in accordance with the requirements of Chapter 118, Article IV, and only during periods in which full meals are being served, and no later than 2:00 am.

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or

re-lettered to accomplish such intention, and, the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EXCEPTIONS.

This Ordinance shall not apply to an application filed for Land Use Board Approval with the Planning Department on or before February 24th, 2015.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 5/27/15
City Attorney Date

First Reading: June 10, 2015
Second Reading: July 8, 2015

Verified by: _____
Thomas Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes removed language

[Sponsored by Commissioner Grieco]

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CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that the following public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015,** at the times listed, or as soon thereafter as the matter can be heard:

10:00 a.m.
A Resolution To Consider Approval, Following First Reading/Public Hearing Of A Development And Ground Lease Agreement As Authorized Under Section 82-37 Of The City Code, Section 118-4 Of The City Code, And Sections 163.3220 - 163.3243, Florida Statutes, Between The City And Portman Miami Beach, LLC ("Portman"), For The Development Of An 800-Room Convention Headquarter Hotel And Related Facilities, Including Up To 95,000 Square Feet Of Conference And Ballroom Facilities, And Up To 37,400 Square Feet Of Restaurant Facilities (The "Hotel"), On An Approximately 2.65 Acre Site Bounded Roughly By The Miami Beach Convention Center to the North, 17th Street to the South, the Fillmore Miami Beach at the Jackie Gleason Theater to the East, and Convention Center Drive to the West (The "Leased Property"); Delineating The Conditions For The Design, Construction, Equipping And Operation Of The Hotel On The Leased Property With No City Funding Therefor; Providing For A 99-Year Term Of The Leased Property Once Certain Conditions Are Satisfied; Prohibiting Gambling Establishments On The Leased Property; And Providing For Base Rent To The City Once The Hotel Opens, Including, After The Third Year Following The Hotel's Opening And Each Year Thereafter, Four Percent (4%) Of The Gross Revenues Of The Hotel; And Further Setting The Second And Final Reading Of The Development And Ground Lease Agreement For A Time Certain. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:05 a.m.
A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee, And Approving And Authorizing The Mayor And City Clerk To Execute A New Lease Agreement Between The City And SB Waxing, Inc. D/B/A Uni-K-Wax (Tenant), For An Initial Term Of Five (5) Years, With One (1) Renewal Option For Four (4) Years And Three Hundred And Sixty Four (364) Days, Involving The Use Of Approximately 1,291 Square Feet Of City-Owned Property Located At 1701 Meridian Avenue, Unit 3 (A/K/A 771 17th Street), Miami Beach, Florida (Premises); And Further Waiving By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The Public. *Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7577.*

10:10 a.m.
A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, The Transfer, Via Quit Claim Deed, To The Florida Department Of Transportation (FDOT) The Property Identified In Exhibit A, As The Property Has Been Constructed Upon By FDOT And Utilized As A Turning Lane From Michigan Avenue Onto Alton Road; Containing Approximately 4,014 Square Feet In Total Area; Waiving By 5/7th Vote, The Competitive Bidding Requirements And Independent Appraisal Requirements Of Section 82-39 Of The City Code, Finding That The Public Interest Would Be Served By Waiving Such Conditions. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:15 a.m.
A Resolution Pursuant To Section 142-425(D) Of The City Code, Waiving By 5/7th Vote Of The City Commission After Public Hearing, The Development Regulations Under Chapters 130 And 142 Of The Land Development Regulations Of The City Code Pertaining To Required Off-Street Parking Spaces And Minimum Required Setbacks, At The Bass Museum Of Art, 2100 Collins Avenue. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:20 a.m.
An Ordinance Amending Chapter 142 "Zoning Districts And Regulations;" Article II, "District Regulations", Division 18, "PS Performance Standard District" To Modify Permitted Uses Within The CPS-2 District To Include Non-Amplified Piano And String Instruments Within Restaurant Interiors; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:25 a.m.
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multi-Family Districts," Subdivision II, "RM-1 Residential Multifamily Low Intensity," To Prohibit Bed And Breakfast Inns Within The Palm View Local Historic District; By Amending Article V, "Specialized Use Regulations," Division 7, "Bed And Breakfast Inns," To Prohibit Bed And Breakfast Inns Within The Palm View Local Historic District; Providing For Codification, Repealer, Severability And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
An Ordinance Amending Chapter 114 "General Provisions", Section 114-1, "Definitions", By Modifying The Definition Of Commercial Vehicle; By Amending Chapter 142 "Zoning Districts And Regulations;" Article IV, "Supplementary District Regulations", Division 1, "Generally" To Modify The Requirements For Required Enclosures To Create An Allowance For The Outdoor Exposure Of Rental Car Vehicles; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

Dr. Stanley Sutnick Citizen's Forum – Pursuant to Resolution No. 2013-28440, the times for the Dr. Stanley Sutnick Citizen's Forum are **8:30 a.m.** and **1:00 p.m.**, or as soon as possible thereafter. Approximately thirty minutes will be allocated to each session, with individuals being limited to no more than three minutes or for a period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

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MIAMIBEACH

CITY OF MIAMI BEACH

NOTICE OF AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF MIAMI BEACH CODE OF ORDINANCES

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015 at 10:20 a.m.,** or as soon thereafter as the matter can be heard, to consider:

CPS-2 Non-Amplified Instruments.
An Ordinance Amending Chapter 142 "Zoning Districts And Regulations;" Article II, "District Regulations", Division 18, "PS Performance Standard District" To Modify Permitted Uses Within The CPS-2 District To Include Non-Amplified Piano And String Instruments Within Restaurant Interiors; Providing For Repealer; Severability; Codification; And An Effective Date.

Inquiries may be directed to the Planning Department at 305.673.7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. This item is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. This item may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

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Condensed Title:

An Ordinance to prohibit Bed & Breakfast uses within the Palm View Local Historic District.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

SECOND READING – PUBLIC HEARING

The proposed Ordinance would remove Bed & Breakfast Inn's as a permitted use in RM-1 zoned properties located within the Palm View Local Historic District.

On April 8, 2015 the Land Use and Development Committee recommended approval of the Ordinance.

On June 10, 2015, the City Commission: 1) accepted the recommendation of the Land Use and Development Committee via separate motion; and 2) approved the proposed Ordinance at First Reading and scheduled a Second Reading Public Hearing for July 8, 2015.

The Administration recommends that the City Commission adopt the Ordinance.

Advisory Board Recommendation:

On April 28, 2015, the Planning Board (vote of 6-0), transmitted the attached proposal to the City Commission with a favorable recommendation. (Planning Board File No. 2251).

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

MEMO #

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015 **SECOND READING – PUBLIC HEARING**

SUBJECT: **Bed & Breakfast Prohibition in Palm View Historic District**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS", DIVISION 3, "RESIDENTIAL MULTI-FAMILY DISTRICTS", SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY", TO PROHIBIT BED AND BREAKFAST INNS WITHIN THE PALM VIEW LOCAL HISTORIC DISTRICT; BY AMENDING ARTICLE V, "SPECIALIZED USE REGULATIONS", DIVISION 7, "BED AND BREAKFAST INNS", TO PROHIBIT BED AND BREAKFAST INNS WITHIN THE PALM VIEW LOCAL HISTORIC DISTRICT; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the Ordinance.

BACKGROUND

On March 11, 2015, at the request of Commissioner Joy Malakoff, the City Commission referred an Ordinance Amendment to the Planning Board and to the Land Use and Development Committee (Item C4D), pertaining to the prohibition of Bed and Breakfast Inns in the Palm View Historic District.

On April 8, 2015, the Land Use and Development Committee discussed the item and recommended that the Planning Board transmit the proposed Ordinance to the City Commission with a favorable recommendation.

ANALYSIS

The "Specialized Use Regulations" in Article V, Division 7, of Chapter 142 of the Land Development Regulations allow for Bed and Breakfast Inns in 'contributing' historic structures in locally designated historic districts, which are also zoned RM-1. This particular use is only permitted within structures originally constructed, and currently used as single family residences. Additionally, a number of requirements must be satisfied in order to obtain a B & B

license.

These regulations were initially adopted in 1992 for the Flamingo Park Local Historic District, which contains mostly RM-1 properties. More specifically, although there are some single family homes located within the RM-1 zoning district in Flamingo Park, the vast majority of RM-1 structures in Flamingo Park are apartments. As such, the allowance of Bed and Breakfast Inns within eligible single family homes pursuant to the "Specialized Use Regulations" was, and still is, an appropriate use in the Flamingo Park Historic District.

The Palm View Historic District was designated by the City Commission in 1999 and includes properties zoned RS (Single Family), RM-1 and RM-2. The RM-1 zoned portion of the Palm View District is limited to the southern perimeter of the district, along 17th Street. This District, unlike the Flamingo Park District, is predominantly made up of one and two story single-family homes. Some low-rise and mid-rise apartment buildings exist within the district, as well as a small number of religious and educational institutions along the southern perimeter of the district. However, because of the predominance of single family residential uses, the transient nature of Bed and Breakfast Inns makes them incompatible with the character of the Palm View Historic District.

In order to protect the existing single family character of the Palm View District, the attached Ordinance would amend the permitted uses in the RM-1 district, as well as the criteria of the Specialized Use Regulations, to prohibit Bed and Breakfast Inns from being established within the Palm View Historic District.

PLANNING BOARD REVIEW
On April 28, 2015, the Planning Board (by a 6-0 vote) transmitted the proposed Ordinance to the City Commission with a favorable recommendation.

FISCAL IMPACT
In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

SUMMARY
On June 10, 2015, the City Commission approved the subject Ordinance at First Reading.

CONCLUSION
The Administration recommends that the City Commission adopt the Ordinance.

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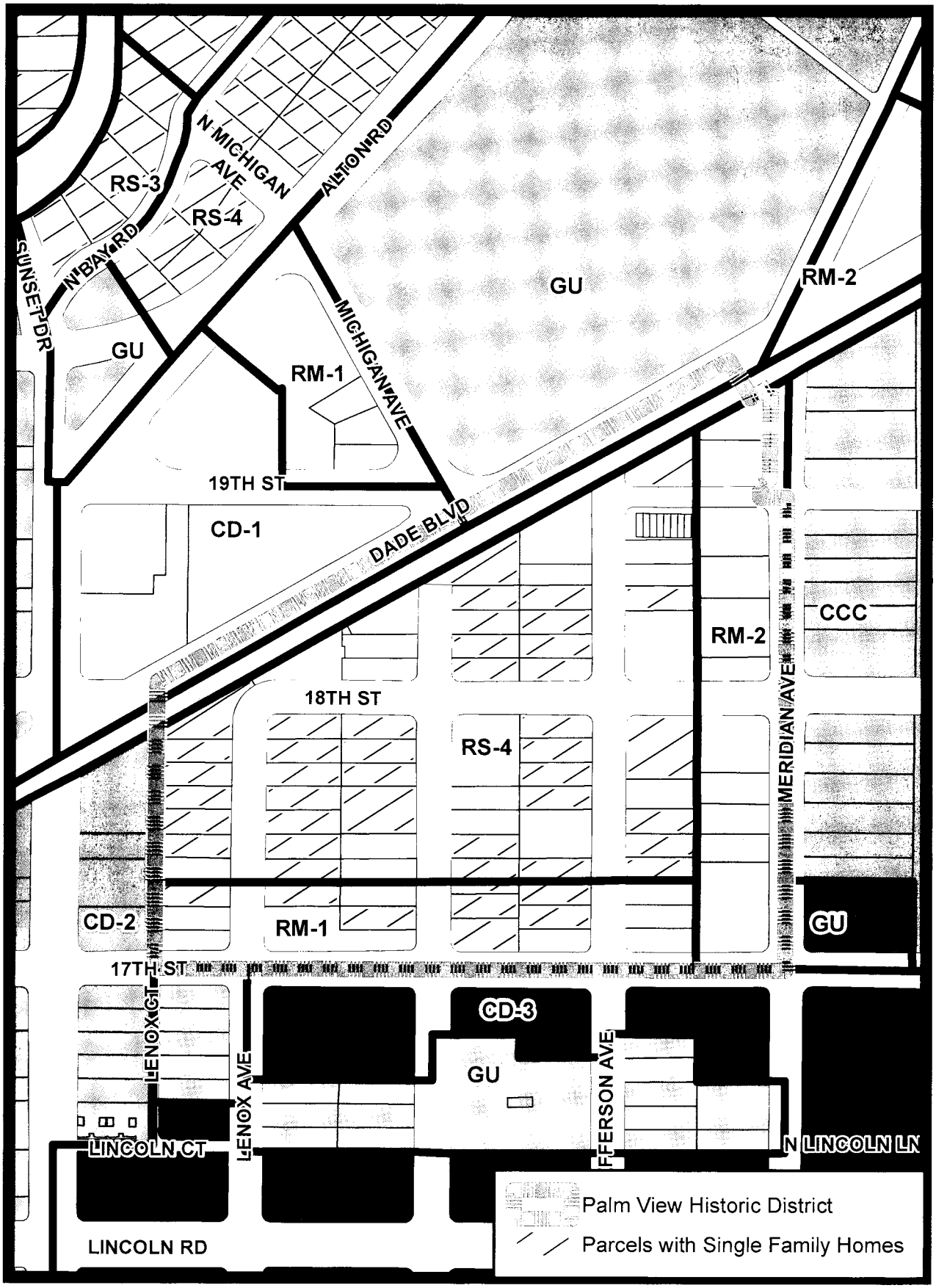
Palm View Historic District



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N W E S

Bed and Breakfast Prohibition in Palm View Historic District

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS", DIVISION 3, "RESIDENTIAL MULTI-FAMILY DISTRICTS", SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY", TO PROHIBIT BED AND BREAKFAST INNS WITHIN THE PALM VIEW LOCAL HISTORIC DISTRICT; BY AMENDING ARTICLE V, "SPECIALIZED USE REGULATIONS", DIVISION 7, "BED AND BREAKFAST INNS", TO PROHIBIT BED AND BREAKFAST INNS WITHIN THE PALM VIEW LOCAL HISTORIC DISTRICT; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations", Division 3, "Residential Multi-family Districts", Subdivision II, "RM-1 Residential Multifamily Low Intensity", describes the uses permitted in the RM-1 district; and

WHEREAS, Article V, "Specialized Use Regulations", Division 7, "Bed and Breakfast Inns", describes the regulations for the establishment of Bed and Breakfast Inns; and

WHEREAS, Section 509.242, Florida Statutes, defines seven distinct categories of "public lodging establishments": hotel, motel, vacation rental, non-transient apartment, transient apartment, bed and breakfast inn, and timeshare projects, and it is clear from the statute that bed and breakfast is treated differently from "vacation rentals"; and

WHEREAS, Pursuant to Section 509.032(7)(b), Florida Statutes, "[a] local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of vacation rentals;" and

WHEREAS, this Section 509.032(7)(b) does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011; and

WHEREAS, the state has precluded new regulation, or new prohibitions relating to "vacation rentals" but has not preempted regulating the entire field of "public lodging establishments"; and

WHEREAS, the plain language of Section 509.032(7)(b), Florida Statutes, indicates that only the regulation of "vacation rentals" is preempted. If the Legislature intended to preempt the local regulation of any other category of public lodging establishments, the Legislature would not have limited the scope of Section 509.032(7)(b) to vacation rentals; and

WHEREAS, under the canon of statutory construction *expressio unius est exclusio alterius*, the mention of one thing implies the exclusion of another;" and

WHEREAS, the Legislature, by limiting the scope of Section 509.032(7)(b) to "vacation rentals," excluded from the scope of the preemption clause other public lodging establishments like hotels, motels, non-transient apartments, transient apartments, bed and breakfast inns, and timeshare projects; and

WHEREAS, Bed and Breakfast Inns are presently permissible in 'contributing' structures in locally designated historic districts; and

WHEREAS, the Palm View Historic District is a stable predominantly residential neighborhood; and

WHEREAS, currently there are **no** authorized, legally existing permitted bed & breakfast establishments within the Palm View Historic District; and

WHEREAS, the residential district has expressed concerns with the possible deterioration of their residential character and neighborhood dynamic by allowing this commercial use to be established in the district; and

WHEREAS, it is in the interest of the health, safety, welfare and neighborhood compatibility of the area to preclude the use in this residential Palm View Historic District; and

WHEREAS, it is desirable to encourage uses that are compatible with the residential character of the neighborhood; and

WHEREAS, Bed and Breakfast Inns are incompatible with the character of the Palm View Historic District; and

WHEREAS, the amendment set forth below is necessary to accomplish the objectives identified above.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA

SECTION 1. Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," is hereby amended as follows:

* * *

DIVISION 3. - RESIDENTIAL MULTIFAMILY DISTRICTS

* * *

Subdivision II. - RM-1 Residential Multifamily Low Intensity

* * *

Sec. 142-152. - Main permitted uses.

The main permitted uses in the RM-1 residential multifamily, low density district are single-family detached dwelling; townhomes; apartments; hotels, for properties fronting Harding Avenue or Collins Avenue, from the City Line on the north, to 73rd Street on the south; and bed and breakfast inn (pursuant to article V, division 7 of this chapter). Despite the foregoing, bed and breakfast inns shall be prohibited within the boundaries of the Palm View Local Historic District.

SECTION 2. Chapter 142, "Zoning Districts and Regulations," Article V, "Specialized Use Regulations," is hereby amended as follows:

* * *

DIVISION 7. - BED AND BREAKFAST INNS

Sec. 142-1401. - Conditions for bed and breakfast inns.

Bed and breakfast inns are prohibited within the Palm View Local Historic District. Bed and breakfast inns are permitted in other applicable districts, with the following conditions:

(1) The use shall be situated in a contributing building and located in a locally designated historic preservation district. The use may also be situated in a noncontributing building if it is restored to its original historic appearance and re-categorized as "contributing."

* * *

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 4. REPEALER.

All ordinances or part of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this ___ day of _____, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 5/27/15
Date

First Reading: June10, 2015
Second Reading: July 8, 2015

Verified by:_____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes deleted language

[Sponsored by Commissioner Malakoff]

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CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that the following public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015,** at the times listed, or as soon thereafter as the matter can be heard:

10:00 a.m.
A Resolution To Consider Approval, Following First Reading/Public Hearing Of A Development And Ground Lease Agreement As Authorized Under Section 82-37 Of The City Code, Section 118-4 Of The City Code, And Sections 163.3220 - 163.3243, Florida Statutes, Between The City And Portman Miami Beach, LLC ("Portman"), For The Development Of An 800-Room Convention Headquarter Hotel And Related Facilities, Including Up To 95,000 Square Feet Of Conference And Ballroom Facilities, And Up To 37,400 Square Feet Of Restaurant Facilities (The "Hotel"), On An Approximately 2.65 Acre Site Bounded Roughly By The Miami Beach Convention Center to the North, 17th Street to the South, the Fillmore Miami Beach at the Jackie Gleason Theater to the East, and Convention Center Drive to the West (The "Leased Property"); Delineating The Conditions For The Design, Construction, Equipping And Operation Of The Hotel On The Leased Property With No City Funding Therefor; Providing For A 99-Year Term Of The Leased Property Once Certain Conditions Are Satisfied; Prohibiting Gambling Establishments On The Leased Property; And Providing For Base Rent To The City Once The Hotel Opens, Including, After The Third Year Following The Hotel's Opening And Each Year Thereafter, Four Percent (4%) Of The Gross Revenues Of The Hotel; And Further Setting The Second And Final Reading Of The Development And Ground Lease Agreement For A Time Certain. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:05 a.m.
A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee, And Approving And Authorizing The Mayor And City Clerk To Execute A New Lease Agreement Between The City And SB Waxing, Inc. D/B/A Uni-K-Wax (Tenant), For An Initial Term Of Five (5) Years, With One (1) Renewal Option For Four (4) Years And Three Hundred And Sixty Four (364) Days, Involving The Use Of Approximately 1,291 Square Feet Of City-Owned Property Located At 1701 Meridian Avenue, Unit 3 (A/K/A 771 17th Street), Miami Beach, Florida (Premises); And Further Waiving By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The Public. *Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7577.*

10:10 a.m.
A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, The Transfer, Via Quit Claim Deed, To The Florida Department Of Transportation (FDOT) The Property Identified In Exhibit A, As The Property Has Been Constructed Upon By FDOT And Utilized As A Turning Lane From Michigan Avenue Onto Alton Road; Containing Approximately 4,014 Square Feet In Total Area; Waiving By 5/7th Vote, The Competitive Bidding Requirements And Independent Appraisal Requirements Of Section 82-39 Of The City Code, Finding That The Public Interest Would Be Served By Waiving Such Conditions. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:15 a.m.
A Resolution Pursuant To Section 142-425(D) Of The City Code, Waiving By 5/7th Vote Of The City Commission After Public Hearing, The Development Regulations Under Chapters 130 And 142 Of The Land Development Regulations Of The City Code Pertaining To Required Off-Street Parking Spaces And Minimum Required Setbacks, At The Bass Museum Of Art, 2100 Collins Avenue. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:20 a.m.
An Ordinance Amending Chapter 142 "Zoning Districts And Regulations;" Article II, "District Regulations", Division 18, "PS Performance Standard District" To Modify Permitted Uses Within The CPS-2 District To Include Non-Amplified Piano And String Instruments Within Restaurant Interiors; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:25 a.m.
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multi-Family Districts," Subdivision II, "RM-1 Residential Multifamily Low Intensity," To Prohibit Bed And Breakfast Inns Within The Palm View Local Historic District; By Amending Article V, "Specialized Use Regulations," Division 7, "Bed And Breakfast Inns," To Prohibit Bed And Breakfast Inns Within The Palm View Local Historic District; Providing For Codification, Repealer, Severability And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
An Ordinance Amending Chapter 114 "General Provisions", Section 114-1, "Definitions", By Modifying The Definition Of Commercial Vehicle; By Amending Chapter 142 "Zoning Districts And Regulations;" Article IV, "Supplementary District Regulations", Division 1, "Generally" To Modify The Requirements For Required Enclosures To Create An Allowance For The Outdoor Exposure Of Rental Car Vehicles; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

Dr. Stanley Sutnick Citizen's Forum – Pursuant to Resolution No. 2013-28440, the times for the Dr. Stanley Sutnick Citizen's Forum are **8:30 a.m.** and **1:00 p.m.**, or as soon as possible thereafter. Approximately thirty minutes will be allocated to each session, with individuals being limited to no more than three minutes or for a period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

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MIAMIBEACH

CITY OF MIAMI BEACH

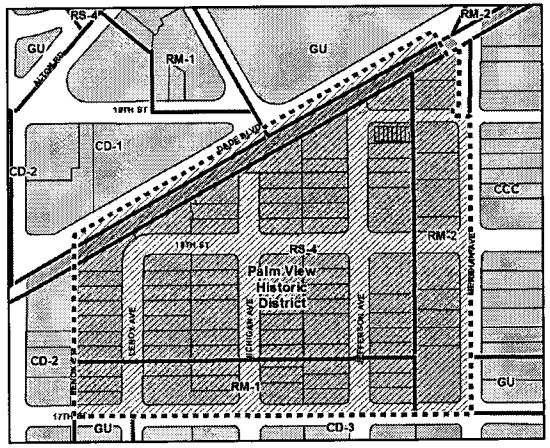
NOTICE OF AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF MIAMI BEACH CODE OF ORDINANCES

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015 at 10:25 a.m.**, or as soon thereafter as the matter can be heard, to consider:

Prohibition Of Bed And Breakfast Inns In The Palm View Historic District.
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations", Division 3, "Residential Multi-Family Districts", Subdivision II, "RM-1 Residential Multifamily Low Intensity", To Prohibit Bed And Breakfast Inns Within The Palm View Local Historic District; By Amending Article V, "Specialized Use Regulations", Division 7, "Bed And Breakfast Inns", To Prohibit Bed And Breakfast Inns Within The Palm View Local Historic District; Providing For Codification, Repealer, Severability And An Effective Date.

The properties that may be impacted by the proposed Ordinance are shown on the following Map:



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Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

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Rafael E. Granado, City Clerk
City of Miami Beach

Ad 1032

Condensed Title:

An Ordinance pertaining to the parking of rental cars in commercial districts.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

SECOND READING – PUBLIC HEARING

The proposed Ordinance would allow for the parking of rental cars in commercial districts provided certain screening measures are adhered to.

On April 1, 2015 the Land Use and Development Committee recommended approval of the Ordinance.

On June 10, 2015, the City Commission: 1) accepted the recommendation of the Land Use and Development Committee via separate motion; and 2) approved the proposed Ordinance at First Reading and scheduled a Second Reading Public Hearing for July 8, 2015.

The Administration recommends that the City Commission adopt the Ordinance.

Advisory Board Recommendation:

On May 26, 2015, the Planning Board (vote of 5-0), transmitted the attached proposal to the City Commission with a favorable recommendation. (Planning Board File No. 2257).

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

MEMO #

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SECOND READING - PUBLIC HEARING

SUBJECT: **Required Enclosures for Rental Car Facilities**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 114 "GENERAL PROVISIONS", SECTION 114-1, "DEFINITIONS", BY MODIFYING THE DEFINTION OF COMMERCIAL VEHICLE; BY AMENDING CHAPTER 142 "ZONING DISTRICTS AND REGULATIONS;" ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 1, "GENERALLY" TO MODIFY THE REQUIREMENTS FOR REQUIRED ENCLOSURES TO CREATE AN ALLOWANCE FOR THE OUTDOOR EXPOSURE OF RENTAL CAR VEHICLES; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the Ordinance.

BACKGROUND

On March 11, 2015, the City Commission (Item C4I), at the request of Comm. Jonah Wolfson, referred a discussion item to the Land Use and Development Committee (LUDC) regarding proposed amendments to the City Code pertaining to the parking of rental cars in commercial districts.

On April 1, 2015, the Land Use Committee discussed the item and recommended that the attached Ordinance Amendment be referred to the Planning Board.

On April 15, 2015, the City Commission (Item C4F) referred the item to the Planning Board.

On May 7, 2015, the Mayor's Blue Ribbon Panel on North Beach made the following recommendations (each by a vote of 3-0):

1. Recommending that parking and storage of vehicles for rent or lease at the site of a car rental agency should be a conditional use and that simply allowing the use through a change of definition is insufficient in allowing the City to insure such a use is compatible with neighboring areas and future plans for the areas.

2. Recommending if the Planning Board and City Commission are inclined to approve the proposed amendment to Chapter 114, Section 114- 1 to modify the definition of " Commercial Vehicles", that the proposed amendment to Chapter 142, Article IV, Division 1 " Required enclosures" be modified to from six feet in height to three feet in height.

ANALYSIS

The proposed Ordinance Amendment would allow automobile rental agencies to store vehicles outside of an enclosed building. The proposal includes safeguards to ensure that the storage of vehicles in outdoor areas does not negatively impact surrounding properties. Specifically, vehicles stored on the same site as the rental agency must be screened from the public right of way and adjoining properties when viewed at five feet, six inches above grade.

The Mayor's Blue Ribbon Panel on North Beach, at their May 7, 2015 meeting (see attached LTC), recommended some refinements to the proposal, including a requirement of Conditional Use Approval for the outdoor storage of rental vehicles, as well as a reduction in the mandatory hedge height. For safety reasons, Planning staff also recommended a lower landscape buffer adjacent to the sidewalk, in addition to the minimum setback required of the underlying zoning district.

PLANNING BOARD REVIEW

On May 26, 2015, the Planning Board (by a 5-0 vote) transmitted the proposed Ordinance to the City Commission with a favorable recommendation. The Planning Board also recommended that the height of the required landscape buffer be reduced to a maximum of three (3') feet above grade. The attached Ordinance includes the recommendations of the Planning Board.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

SUMMARY

On June 10, 2015, the City Commission approved the subject Ordinance at First Reading. The Commission also modified the Ordinance to require Conditional Use Approval for the outside storage of vehicles. The text for this revision is included in the revised Ordinance for Second Reading.

CONCLUSION

The Administration recommends that the City Commission adopt the Ordinance.

JLM/JMJ/TRM
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Required Enclosures for Rental Car Facilities

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 114 "GENERAL PROVISIONS", SECTION 114-1, "DEFINITIONS", BY MODIFYING THE DEFINTION OF COMMERCIAL VEHICLE; BY AMENDING CHAPTER 142 "ZONING DISTRICTS AND REGULATIONS;" ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS", DIVISION 1, "GENERALLY" TO MODIFY THE REQUIREMENTS FOR REQUIRED ENCLOSURES TO CREATE AN ALLOWANCE FOR THE OUTDOOR EXPOSURE OF RENTAL CAR VEHICLES; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, Chapter 142 of the City Code, entitled "Zoning Districts and Regulations," includes supplementary district regulations that address enclosures; and

WHEREAS, Chapter 142 is proposed to be amended to allow the outdoor storage of rental cars; and

WHEREAS, the amendment set forth below is necessary to accomplish the objectives identified above.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 114, "General Provisions," Section 114-1, "Definitions," is amended, as follows:

Commercial vehicle means any vehicle, including but not limited to trucks, trailers, semitrailers, tractors, ~~and~~ motor homes, and vehicles for rent or lease utilized in connection with the operation of a commerce, trade, or business, or automobile rental agency as defined in Sec. 102-356, and not utilized as a dwelling.

SECTION 2. That Chapter 142, "Zoning Districts and Regulations", Article IV, "Supplementary District Regulations," Division 1, "Generally," is amended, as follows:

Sec. 142-874. - Required enclosures.

(a) *Store enclosures.* In all use districts designated in these land development regulations, the sale, or exposure for sale or rent, of any personal property, including merchandise, groceries or perishable foods, such as vegetables and fruits, is prohibited, unless such sale, or exposure for sale, is made from a substantially enclosed, permanent building; provided, however, that nothing herein contained shall be deemed applicable to rooftop areas not visible from the right-of-way, filling stations, and automobile service stations. ~~,~~ Vehicles for rent or lease utilized in connection with the operation of an automobile rental agency as defined in Sec. 102-356 shall require conditional use approval from the Planning Board, provided that the exposure of the vehicles is on the same site at which the automobile rental agency is located, and that such exposed vehicles are screened

from view as seen from any right-of-way or adjoining property when viewed from five feet six inches (5'-6") above grade, with appropriate landscaping not to exceed three (3') feet in height from grade, or repair shops; uses having revocable permits or beach concessions operated or granted by the city, newsracks or newspaper stands, or displays at sidewalk cafes as permitted in subsection 82-384(ff), wherever such uses are otherwise permissible.

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and, the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 6/15/15
City Attorney Date

First Reading: June 10, 2015
Second Reading: July 8, 2015

Verified by: _____
Thomas Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes removed language
Double Underscore denotes language added at First Reading

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CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that the following public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015,** at the times listed, or as soon thereafter as the matter can be heard:

10:00 a.m.
A Resolution To Consider Approval, Following First Reading/Public Hearing Of A Development And Ground Lease Agreement As Authorized Under Section 82-37 Of The City Code, Section 118-4 Of The City Code, And Sections 163.3220 - 163.3243, Florida Statutes, Between The City And Portman Miami Beach, LLC ("Portman"), For The Development Of An 800-Room Convention Headquarter Hotel And Related Facilities, Including Up To 95,000 Square Feet Of Conference And Ballroom Facilities, And Up To 37,400 Square Feet Of Restaurant Facilities (The "Hotel"), On An Approximately 2.65 Acre Site Bounded Roughly By The Miami Beach Convention Center to the North, 17th Street to the South, the Fillmore Miami Beach at the Jackie Gleason Theater to the East, and Convention Center Drive to the West (The "Leased Property"); Delineating The Conditions For The Design, Construction, Equipping And Operation Of The Hotel On The Leased Property With No City Funding Therefor; Providing For A 99-Year Term Of The Leased Property Once Certain Conditions Are Satisfied; Prohibiting Gambling Establishments On The Leased Property; And Providing For Base Rent To The City Once The Hotel Opens, Including, After The Third Year Following The Hotel's Opening And Each Year Thereafter, Four Percent (4%) Of The Gross Revenues Of The Hotel; And Further Setting The Second And Final Reading Of The Development And Ground Lease Agreement For A Time Certain. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

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Rafael E. Granado, City Clerk
City of Miami Beach

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MIAMIBEACH

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING ORDINANCE TO CONSOLIDATE, AMEND AND CLARIFY REQUIRED ENCLOSURES FOR RENTAL CAR FACILITIES

NOTICE IS HEREBY given that the following second reading/public hearing will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015 at 10:30 a.m.**, or as soon thereafter as the matter can be heard:

An Ordinance Amending Chapter 114 "General Provisions", Section 114-1, "Definitions", By Modifying The Definition Of Commercial Vehicle; By Amending Chapter 142 "Zoning Districts And Regulations;" Article IV, "Supplementary District Regulations", Division 1, "Generally" To Modify The Requirements For Required Enclosures To Create An Allowance For The Outdoor Exposure Of Rental Car Vehicles; Providing For Repealer; Severability; Codification; And An Effective Date.

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INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. This item is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. This item may be continued, and under such circumstances, additional legal notice need not be provided.

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To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

Ad 1027

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OFFICE OF THE CITY ATTORNEY

RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: **Mayor Philip Levine**
Members of the City Commission
City Manager Jimmy Morales

SECOND READING
PUBLIC HEARING

FROM: **Raul J. Aguila, City Attorney**

DATE: **July 8, 2015**

RE: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 70 OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, ENTITLED "MISCELLANEOUS OFFENSES," BY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY AMENDING SECTION 70.1, ENTITLED "STATE MISDEMEANORS," BY CREATING SUBSECTION (C) WHICH PROVIDES CIVIL PENALTIES FOR THE POSSESSION OF CANNABIS (MARIJUANA) FOR AMOUNTS UNDER 20 GRAMS AND POSSESSION OF DRUG PARAPHERNALIA; AND SETTING FORTH PENALTIES AND ENFORCEMENT RESPONSIBILITIES FOR A VIOLATION OF SUBSECTION 70-1(C)(1) AND (2); PROVIDING FOR REPEALER; SEVERABILITY; CODIFICIATION; AND AN EFFECTIVE DATE.**

BACKGROUND

Pursuant to the request of Mayor Philip Levine, the above-referenced Ordinance is submitted for approval on Second Reading by the City Commission. The Ordinance passed on First Reading at the June 10, 2015 City Commission meeting.

ANALYSIS

The attached Ordinance is similar to legislation that was passed on first reading on April 21, 2015 and adopted by the Miami-Dade County Board of County Commissioners on June 30, 2015. The County Ordinance makes the possession of cannabis (marijuana) in an amount of 20 grams or less and the possession of drug paraphernalia, among other offenses deemed misdemeanors under State law, eligible for prosecution as a civil violations under the County Code and punishable by a $100 fine. The County Ordinance provides an alternative means of enforcement for certain State misdemeanor offenses by providing a civil code penalty instead of

Agenda Item RSD
Date 7-8-15

a criminal penalty.[1] The area of drug abuse control is not preempted to the State, thus local governments may enact ordinances on this subject provided that the local law does not conflict with State law. Edwards v. State, 422 So.2d 84 (Fla. 2d DCA 1982). A conflict would exist, for example, if an ordinance provided for a more severe penalty than prescribed by State law.

Like the County Ordinance, the proposed City Ordinance provides a civil enforcement option for the State misdemeanor offenses of possession of a minor amount of marijuana and the possession of drug paraphernalia. Both Ordinances set forth a penalty less severe than, and thus not in conflict with, State law. Moreover, the proposed City Ordinance would provide an additional deterrent to such violations and would give law enforcement officers an additional enforcement option when encountering these offenses. Under the proposed City Ordinance, law enforcement officers will have the discretion to issue a civil citation under the City Code or arrest, or not arrest, for the commission of a misdemeanor under State law.

FISCAL IMPACT

In accordance with Section 5.02 of the City Charter, the City shall consider the long term economic impact (at least 5 years) of proposed legislative actions. The fiscal impact statements from the Miami Beach Police Department and the Miami Beach Code Compliance Department are attached hereto as Exhibits A and B, respectively.

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[1] Under Section 893.13(6)(b), Fla. Stat., the possession of 20 grams or less of cannabis is a first degree misdemeanor. Under State law, this offense is punishable as provided in Sections 775.082 and 775.083 of the Florida Statutes which provide for a definite term of imprisonment not exceeding 1 year, and up to a $1,000 fine.

Miami Beach Police Department
Fiscal Impact Statement for Proposed Ordinance
Civil Citation for Marijuana Possession 20 grams or Less

Estimated expenditures to process 1 civil case for the possession of Marijuana	Time	Cost
Citation processing	15 mins	$ 8.00
Records processing	15 mins	$ 5.46
PEU processing and storage	15 mins	$ 5.97
Total expenditures to process 1 civil case	**45 mins**	**$ 19.43**
Estimated expense for 400 cases per year	**300 hrs**	**$ 7,771.00**

Estimated expenditures to process 1 arrest for the possession of Marijuana	Time	Cost
Arrest processing	90 mins	$ 47.99
Prisoner transport	30 mins	$ 16.00
PEU processing and storage	15 mins	$ 5.97
Supervisor review	15 mins	$ 10.20
Records processing	15 mins	$ 5.46
Total expenditures to process 1 arrest	**165 min**	**$ 85.61**
Estimated expense for 400 arrest per year	**1,100 hrs**	**$ 34,243.00**

Expense for 1 case that may require court appearance	Time	Cost
Court attendance - (3.5 OT hrs minimum per contract)	210 mins	$ 167.95
Estimated expenses to process approximately 80 court cases annually	**280 hrs**	**$ 13,435.80**
Total expense to process 400 arrests including 80 court appearances	**1380 hrs**	**$ 47,678.80**
Difference to process 400 arrests (including court appearance) per year	**1,080 hrs**	**$ 40,907.80**

*Total court appearance calculated at 20% of total arrests (80)

* Average salary ranges used for the calculations.

EXHIBIT A

Employment of one (1)Administrative Aide I		
Regular Expenditures		
	Salary	36,039
	OT	800
	Health and Life	5,000
	SS / Medicare	523
	Uniforms	400
Subtotal		**$ 42,762**

One-Time Expenditures		
	Computer and Monitor	3,000.00
	Furniture and Fixtures	2,000.00
Subtotal		**$ 5,000.00**

Total	**$ 47,762.00**

EXHIBIT B

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 70 OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, ENTITLED "MISCELLANEOUS OFFENSES," BY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY AMENDING SECTION 70-1, ENTITLED "STATE MISDEMEANORS," BY CREATING SUBSECTION (C) WHICH PROVIDES CIVIL PENALTIES FOR THE POSSESSION OF CANNABIS (MARIJUANA) FOR AMOUNTS UNDER 20 GRAMS AND POSSESSION OF DRUG PARAPHERNALIA; AND SETTING FORTH PENALTIES AND ENFORCEMENT RESPONSIBILITIES FOR A VIOLATION OF SUBSECTION 70-1(C)(1) AND (2); PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, the Charter of City of Miami Beach grants the Mayor and City Commission with home rule power to enact an Ordinance that does not conflict with State law; and

WHEREAS, the City has adopted section 70-1(a), which makes any act that is or shall be recognized by the laws of the State of Florida as a misdemeanor, thereby being criminally prohibited throughout the City; and

WHEREAS, a person convicted for commission of an act defined as a misdemeanor pursuant to section 70-1(a), will be punished by a fine or imprisonment or both, but in no case shall the fine and/or or imprisonment imposed be greater than the maximum fine or penalty for the same offense under the Florida Statutes; and

WHEREAS, several states and localities have modified their drug laws to create civil violations for possession of de minimis amounts of marijuana, which is only enforceable by a monetary fine and does not subject that person to arrest or criminal prosecution; and

WHEREAS, this ordinance will provide an alternative and additional mechanism under the City's Code to enforce these violations that are based upon the commission of certain enumerated misdemeanors; and

WHEREAS, the Mayor and City Commission have an interest in enacting monetary civil penalties for certain violations of section 70-1(a), which civil penalties will act as an additional deterrent to such violations when encountering by the Miami Beach Police Department Officers for a misdemeanant who has committed the offense of possession of 20 grams or less of marijuana or paraphernalia; and

WHEREAS, the Miami Beach Police Department will have the discretion to issue a civil citation pursuant to this ordinance, or arrest or not arrest a person for the commission of a misdemeanor under State law.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Article I, entitled "In General," of Chapter 70, entitled "Miscellaneous Offenses," of the Code of the City of Miami Beach, Florida is hereby amended as follows:

CHAPTER 70

MISCELLANEOUS OFFENSES

* * *

ARTICLE I. IN GENERAL

* * *

Sec. 70-1. State misdemeanors.

(a) It shall be unlawful for any person to commit within the city any act that is or shall be recognized by the laws of the state as a misdemeanor, and the commission of such acts is hereby forbidden.

(b) Whoever shall violate the provisions of this section, upon conviction thereof, shall be punished by the same penalty as is provided by the laws of the state.

(c) Notwithstanding subsection (a), the following misdemeanor(s) under State law are eligible to receive a civil violation notice, at the discretion of a law enforcement officer, provided that such violations are not charged in conjunction with any charge that is a felony, driving under the influence, incident involving domestic violence, or violent crime, as those terms are defined under State law:

(1) Possession of Cannabis in an amount of 20 grams or less, as set forth in section 893.13(6)(b) of the Florida Statutes, as such may be amended from time to time; and/or

(2) Possession of Drug Paraphernalia, as set forth in sections 893.146 and 893.147(1)(b) of the Florida Statutes, as such may be amended from time to time.

An individual issued a civil violation notice for a violation of subsection (c)(1) or (2) will be subject to the fine set forth herein.

(3) Penalties and enforcement.

(a) A person violating subsection (c)(1) or (2) shall receive a civil fine of $100.00.

(b) Enforcement. The Miami Beach police department shall enforce this section. This shall not preclude other law enforcement agencies from any action to assure compliance with this section and all applicable laws. If a police officer finds a violation of (c)(1) or (c)(2), the police officer will be authorized to issue a notice of violation. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, that the violation may be appealed by requesting an administrative hearing before a special master within ten (10) days after service of the notice of violation, and that

the failure to appeal the violation within ten (10) days of service shall constitute an admission of the violation and a waiver of the right to a hearing.

(c) Rights of violators; payment of fine; right to appear; failure to pay civil fine or to appeal; appeals from decisions of the special master.

a. A violator who has been served with a notice of violation must elect to either:

i. pay the civil fine in the manner indicated on the notice of violation; or

ii. request an administrative hearing before a special master to appeal the notice of violation, which must be requested within ten (10) days of the service of the notice of violation.

b. The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 30-72 and 30-73 of this Code. Applications for hearings must be accompanied by a fee as approved by a resolution of the city commission, which shall be refunded if the named violator prevails in the appeal.

c. If the named violator, after issuance of the notice of violation, fails to pay the civil fine, or fails to timely request an administrative hearing before a special master, the special master may be informed of such failure by report from the police officer. The failure of the named violator to appeal the decision of the police officer within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special master, and shall be treated as an admission of the violation, for which fines and penalties shall be assessed accordingly.

d. A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. On or after the sixty-first (61st) day following the recording of any such lien that remains unpaid, the City may foreclose or otherwise execute upon the lien.

e. Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

f. The special master shall be prohibited from hearing the merits of the notice of violation or considering the timeliness of a request for an administrative hearing if the violator has failed to request an administrative hearing within ten (10) days of the service of the notice of violation.

g. The special master shall not have discretion to alter the penalties prescribed in subsection (3)(a).

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the tenth (10th) day following its adoption.

PASSED AND ADOPTED this _____ day of _____, 2015.

ATTEST:

_____
Mayor Philip Levine

_____
Rafael E. Granado, City Clerk

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney AB 6/4/15 Date

Underscore denotes new language
~~Single Strike-through~~ denotes stricken language

(Sponsored by Mayor Philip Levine)

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that the following public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:35 a.m.
An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Florida, Entitled Miscellaneous Offenses," By Amending Article I, Entitled "In General," By Amending Section 70.1, Entitled "State Misdemeanors," By Creating Subsection (C) Which Provides Civil Penalties For The Possession Of Cannabis (Marijuana) For Amounts Under 20 Grams And Possession Of Drug Paraphernalia; And Setting Forth Penalties And Enforcement Responsibilities For A Violation Of Subsection 70-1(C)(1) And (2); Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:40 a.m.
An Ordinance Amending Chapter 66, "Marine Structures, Facilities And Vehicles," Article IV, "Vessels," Section 66-151, "Launching And Hauling," To Authorize The Installation Of "Tow-Away Zone" Signs Along Public Seawalls And To Authorize Towing; Providing For Repealer; Codification; Severability And An Effective Date. *Inquiries may be directed to the Police Department at 305.673.7900.*

10:45 a.m.
An Ordinance Amending The Land Development Regulations (LDRs) Of The City Code, At Chapter 118, Entitled "Administrative And Review Procedures," Article VI "Design Review Procedures, By Modifying Section 118-252, Entitled "Applicability And Exemptions" To Exclude From Design Review Board Review City Applications Relating To Stormwater Pump Stations; Providing For Codification, Repealer, Severability And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:50 a.m.
An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," Article II, Entitled "Public Places," Division 3, Entitled "Alcoholic Beverages," By Amending Section 70-87 Thereof To (1) Clarify That The Consumption, Service, Sale, Or Possession Of Open Containers Of Alcoholic Beverages At Sidewalk Cafes Is Only Permitted During The Hours Set Forth In Chapter 6 Of The City Code, (2) Clarify That Alcoholic Beverage Establishments Shall Not Allow Any Person To Take From The Premises Any Opened Alcoholic Beverage Container Or Any Open Or Unsealed Container Of Alcoholic Beverages, And (3) Amend The Enforcement And Penalty Provisions; And Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:55 a.m.
An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article II, Entitled "City Commission," By Amending Section 2-11, Entitled "Time Of Regular Meetings" And Section 2-12, Entitled "Meeting Agendas," By Amending The Requirements And Procedures Relating To City Commission Meetings And Agendas; Providing For Repealer, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

11:00 a.m.
An Ordinance Amending Policy 1.2 Of The Future Land Use Element Of The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying The Medium Intensity Commercial Category (CD-2) And The Mixed Use Entertainment Category (MXE) To Establish The 'Ocean Terrace Overlay' In Order To Allow For An F.A.R. Of 3.0 Within Its Boundaries; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

11:00 a.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations", Article III "Overlay Districts", Creating Division 10 "Ocean Terrace Overlay", To Modify The Applicable Setbacks And Allowable Encroachments, Increase The Allowable Height To 250 Feet For Residential Uses And 125 Feet For Hotel Uses, Increase The Allowable Floor Area To 3.0, To Limit The Maximum Floorplate Of The Tower Portion Of New Buildings, To Provide A Minimum Building Separation For The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional And Accessory Uses; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

2:00 p.m.
A Resolution Of The Chairperson And Members Of The Miami Beach Redevelopment Agency (RDA), Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, On First Reading Of This Resolution, And Approving, A Lease Agreement Between The RDA (Landlord) And Cubiche 105, LLC (Tenant), In Connection With The Use Of Suite Nos. 1-3 At The Anchor Shops, Located At 1555 Washington Avenue, Miami Beach, Florida (Premises), For A Term Of Nine (9) Years And Three Hundred And Sixty Four (364) Days From Rent Commencement, With Two (2) Renewal Options, For Five (5) Years Each; Further Waiving, The Competitive Bidding Requirement In Section 82-39(a) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City/RDA; Referring The Proposed Lease To The Planning Board, For Review And Approval, As Required Pursuant To Section 1.03(b)(4) Of The City Charter, And Setting A Public Hearing, As Required Pursuant To Section 82-37(a)(2) Of The City Code, For Second (And Final) Reading And Public Hearing. *Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7193.*

Dr. Stanley Sutnick Citizen's Forum – Pursuant to Resolution No. 2013-28440, the times for the Dr. Stanley Sutnick Citizen's Forum are **8:30 a.m.** and **1:00 p.m.**, or as soon as possible thereafter. Approximately thirty minutes will be allocated to each session, with individuals being limited to no more than three minutes or for a period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

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Rafael E. Granado, City Clerk
City of Miami Beach

524

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Condensed Title:

Second Reading Public Hearing to consider an Ordinance to amend the following: CHAPTER 66, "MARINE STRUCTURES, FACILITIES AND VEHICLES," ARTICLE IV, "VESSELS," SECTION 66-151, "LAUNCHING AND HAULING," TO AUTHORIZE THE INSTALLATION OF "TOW-AWAY ZONE" SIGNS ALONG PUBLIC SEAWALLS AND TO AUTHORIZE TOWING; PROVIDING FOR REPEALER; CODIFICATION; SEVERABILITY AND AN EFFECTIVE DATE.

Key Intended Outcome Supported:

Reform Policing Culture With Customer Service Emphasis.

Supporting Data (Surveys, Environmental Scan, etc.):

The City Commission has received complaints from local residents on this issue. This change to the ordinance will demonstrate and support a customer-focused approach to policing as it will address residents' concerns directly.

Item Summary/Recommendation:

On April 15, 2015, the City Commission approved, at second reading, modifications to Chapter 66, to provide enforcement against improper docking, launching and hauling along all City seawalls, regardless of whether the seawall is in a single-family or multi-family zoning district. Subsequently, the City Marine Patrol and Code Compliance divisions determined that they were not authorized to tow vessels from the City's seawalls, despite the fact that the City's ordinances now preclude the launching, docking or hauling of vessels from the City's public seawalls.

In order to allow the Marine Patrol and Code Compliance to enforce the City's Code, and to be able to tow violating vessels, Chapter 66 is proposed to be amended to specifically authorize the City to tow.

On June 10, 2015 the City Commission approved the Ordinance to amend Chapter 66 at First Reading and scheduled a Second Reading Public Hearing for July 8, 2015.

It is recommended that the Ordinance is adopted.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:		Amount	Account
	1	$8,400 p.a.	011-1120000343
	2		
	3		
OBPI	Total		

Financial Impact Summary: This forecast is based on estimations of the number and size of towed vessels that might incur costs for the City. These will be met from MBPD general budget.

City Clerk's Office Legislative Tracking:

Chief of Staff Wendy Rich-Goldschmidt ext. 3054

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Chief Daniel J. Oates		

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 66, "MARINE STRUCTURES, FACILITIES AND VEHICLES," ARTICLE IV, "VESSELS," SECTION 66-151, "LAUNCHING AND HAULING," TO AUTHORIZE THE INSTALLATION OF "TOW-AWAY ZONE" SIGNS ALONG PUBLIC SEAWALLS AND TO AUTHORIZE TOWING; PROVIDING FOR REPEALER; CODIFICATION; SEVERABILITY AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Approve the Ordinance.

HISTORY / BACKGROUND

On June 10, 2015 the subject Ordinance was approved at First Reading.

The City Commission has received complaints about persons docking at public seawalls in both single-family and multi-family zoning districts, causing problems and concerns in such districts. The seawalls serve a purpose of protecting the island and any public improvements from seawater encroachment. The seawalls are not designed to act as a dock for the launching, docking or hauling of vessels. Moreover, individuals may be injured due to attempts to improperly tie to or dock at seawalls, as the bay front may be covered in coral, rocks, oysters beds, or various seaweeds that can cause slipping hazards. Improper docking is a liability risk to the City, and the seawalls are not routinely monitored and improper use of the seawalls as a dock, launching or hauling location would not be protective of the health, safety and welfare of the citizens and visitors of Miami Beach. Improper and unauthorized docking may result in damage to the seawall.

On April 15, 2015, the City Commission approved, at second reading, modifications to Chapter 66, to provide enforcement against improper docking, launching and hauling along all City seawalls, regardless of whether the seawall is in a single-family or multi-family zoning district. Subsequently, the City Marine Patrol and Code Compliance divisions determined that they were not authorized

to tow vessels from the City's seawalls, despite the fact that the City's ordinances now preclude the launching, docking or hauling of vessels from the City's public seawalls.

In order to allow the Marine Patrol and Code Compliance to enforce the City's Code, and to be able to tow violating vessels, Chapter 66 is proposed to be amended to specifically authorize the City to tow.

The amendments set forth below are necessary to place the community on notice that improper unauthorized use or access to the seawalls shall result in towing of vessels.

Proposed Language:

Sec. 66-151. - Launching, hauling and docking at public seawall, etc., prohibited – unauthorized vessels.

(a) No person shall launch, dock, or remove any vessel from the waters of the city over any public seawall, sidewalk, street end, or public property except at locations where a regular business of launching, docking and hauling vessels is conducted, which has the necessary equipment to do such work, or in areas designated and posted for such purpose by the city. Any vessel that is docked along a city seawall shall be considered an unauthorized vessel.

(b) Docking of unauthorized vessels at public seawalls in residential neighborhoods prohibited.

An additional enforcement mechanism has been added to (b)(2)a.6. to provide "The City may alternately elect to have the unauthorized vessel towed pursuant to subsection b.2. below." Pursuant to that subsection the City shall post on all public seawalls the following notice, and comply with the following requirements:

> "TOW-AWAY ZONE. 24 HOURS; 7 DAYS. UNAUTHORIZED VESSELS WILL BE TOWED AWAY AT OWNERS' RISK AND EXPENSE. [TELEPHONE NUMBER AND NAME OF TOWING COMPANY TO BE INSERTED]"
>
> In order to establish a tow-away zone to remove unauthorized vessels from being docked at or along the city's seawall, the city, must provide the above notice. The notice must be prominently placed along the seawall, with not less than one sign for each 25 feet of frontage. The notice must clearly indicate, in not less than two (2) inch high, light-reflective letters on a contrasting background that unauthorized vessels will be towed away at the owner's expense. The words "tow-away zone" must be included on the sign in not less than four (4) inch high letters. The notice must also provide the name and current telephone number of the person or

firm towing or removing the vessels. The sign structure containing the required notice musts must be permanently installed with the words "tow-away zone" not less than three (3) feet and not more than six (6) feet above ground level and must be continuously maintained on the seawall for not less than 24 hours prior to the towing or removal of any unauthorized vessels.

Fiscal Impact:

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The Miami Beach Police Department Marine Patrol estimates that they would likely need to arrange for the towing of about 20 small vessels annually with approximately half eventually being claimed. The cost for an outside vendor to provide services quoted a flat rate of $200 per unit. If half are claimed, the cost incurred by the City is $2,000 per year. Storage is not a factor as the unclaimed vessels would be sent to auction after 30 days with revenue offsets.

For larger vessels the cost for an outside vendor to provide towing services was quoted at $200 per hour with a 2 hour minimum. If the vessel is not immediately claimed, there is an additional charge of $150 to transport the craft to storage. Storage costs are $75 per day, with a 30 day maximum before disposal. Marine Patrol estimates the need to tow 10 mid to large-sized vessels annually. Of these 10, approximately 2 would fall into the worst case scenario, requiring all aforementioned services. For unclaimed vessels the disposal fee is $400. This translates to a total of $3,200 per unit or $6,400 for two vessels.

The total anticipated cost to the City for both small and mid to large-sized water vessels is approximately $8,400 annually. The five year forecast would therefore be $42,000.

The City does not currently have a towing contract in place, for either derelict vessels or towing for a violation of Chapter 66. Marine Patrol vessels are not properly equipped to tow vessels. The City will need to issue a bid for towing services and as part of that bid the City will require the towing company to install the above referenced towing signs along the City's seawalls. The preparation and installation of the signs shall be required under the bid. The City is currently unaware of the cost associated with towing the vessels. There are three vessel related towing companies in Miami-Dade County. If the owner of the vessel claims the vessel from the towing company, the cost associated with the tow would pass to the vessel owner. Otherwise, the City will be responsible for the towing and any disposal costs.

JLM:DJO:DW

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 66, "MARINE STRUCTURES, FACILITIES AND VEHICLES," ARTICLE IV, "VESSELS," SECTION 66-151, "LAUNCHING AND HAULING," TO AUTHORIZE THE INSTALLATION OF "TOW-AWAY ZONE" SIGNS ALONG PUBLIC SEAWALLS AND TO AUTHORIZE TOWING; PROVIDING FOR REPEALER; CODIFICATION; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Code, Chapter 66, provides for the regulation of vessels and docking, including limitations on docking at public and private land within the City;. and

WHEREAS, the City Commission has received complaints about persons docking at public seawalls in single family neighborhoods causing problems and concerns in such neighborhoods; and

WHEREAS, the code currently provides that the launching, docking or hauling of boats from the City's public seawalls within its residential zoning districts is a violation of the City's Code; and

WHEREAS, the City in its proprietary authority, as the owner of many public seawalls within the various residential zoning districts desires to regulate the access to and use of the City's seawalls; and

WHEREAS, the seawalls serve a purpose of protecting the island and any public improvements from seawater encroachment; and

WHEREAS, the seawalls are not designed to act as a dock for the launching, docking or hauling of boats; and

WHEREAS, individuals may be injured due to attempts to improperly tie to or dock at seawalls, as the bayfront may be covered in coral, rocks, oyster beds, or various seaweeds that can cause slipping hazards; and

WHEREAS, improper docking is a liability risk to the City, and the seawalls are not routinely monitored and improper use of the seawalls as a dock, launching or hauling location would not be protective of the health, safety and welfare of the citizens and visitors of Miami Beach; and

WHEREAS, improper and unauthorized docking may result in damage to the seawall; and

WHEREAS, the amendments set forth below are necessary to put the community on notice that such improper unauthorized use or access to the seawalls shall result in towing of the vessel.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

Section 1. Chapter 66, "Marine Structures, Facilities and Vehicles," Article IV, "Vessels," Section 66-151, "Launching, hauling and docking at public seawall, etc., prohibited," is hereby amended as follows:

* * *

Sec. 66-151. - Launching, hauling and docking at public seawall, etc., prohibited – unauthorized vessels.

(a) No person shall launch, dock, or remove any vessel from the waters of the city over any public seawall, sidewalk, street end, or public property except at locations where a regular business of launching, docking and hauling vessels is conducted, which has the necessary equipment to do such work, or in areas designated and posted for such purpose by the city. Any vessel that is docked along a city seawall shall be considered an unauthorized vessel.

(b) Docking of unauthorized vessels at public seawalls in residential neighborhoods prohibited.

(1) No person shall dock or otherwise secure any vessel, or embark or disembark any passengers or charter parties, at any municipal or public seawall, wharf, dock, or bulkhead, in a residential neighborhood, except in case of emergency involving safety to life or property.

(2) Enforcement and penalties.

a. Civil fine for violators. The following civil fines shall be imposed for a violation of this section:

1. First offense within a 12-month period a fine of $100.00;

2. Second offense within a 12-month period a fine of $250.00;

3. Third or fourth offenses within a 12-month period a fine of $500.00;

4. Fifth offense within a 12-month period a fine of $1,000.00; and

5. Sixth offense and subsequent offenses within a 12-month period a fine of $2,500.00.

b. The City may also elect to have the unauthorized vessel towed pursuant to sub-section b.2., below.

c. Enforcement.

1. The Code Compliance Department or the Miami Beach Police Department shall enforce the provisions of this section. This shall not preclude other law

enforcement agencies or regulatory bodies from any action to assure compliance with this section and all applicable laws. If an enforcing officer finds a violation of this section, the officer shall issue a notice of violation to the violator. The notice of violation shall inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ten days after service of the notice of violation, and that failure to appeal the violation with the ten days shall constitute an admission of the violation and a waiver of the right to a hearing.

2. The City shall post on all public seawalls the following notice:

"TOW-AWAY ZONE. 24 HOURS; 7 DAYS. UNAUTHORIZED VESSELS WILL BE TOWED AWAY AT OWNERS' RISK AND EXPENSE. [TELEPHONE NUMBER AND NAME OF TOWING COMPANY TO BE INSERTED]"

In order to establish a tow-away zone to remove unauthorized vessels from being docked at or along the city's seawall, the city must provide the above notice. The notice must be prominently placed along the seawall, with not less than one sign for each 25 feet of frontage. The notice must clearly indicate, in not less than two (2) inch high, light-reflective letters on a contrasting background that unauthorized vessels will be towed away at the owner's expense. The words "tow-away zone" must be included on the sign in not less than four (4) inch high letters. The notice must also provide the name and current telephone number of the person or firm towing or removing the vessels. The sign structure containing the required notice must be permanently installed with the words "tow-away zone" not less than three (3) feet and not more than six (6) feet above ground level and must be continuously maintained for not less than 24 hours prior to the towing or removal of any unauthorized vessels.

d. Rights of violators as to fines; payment of fine; right to appear; failure to pay civil fine or to appeal.

1. A violator who has been served with a notice of violation as identified in subsection (a) shall elect either to:

   A. Pay the civil fine in the manner indicated on the notice of violation; or

   B. Request an administrative hearing before a special master to appeal the notice of violation within ten days of the issuance of the notice of violation.

2. The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 30-72 and 30-73.

3. If the named violator, after issuance of the notice of violation, fails to pay the civil fine, or fails to timely request an administrative hearing before a special master, the special master shall be informed of such failure by report from the officer. Failure of the named violator to appeal the decision of the officer within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the special master, and be treated as an admission of the violation, and fines and penalties may be assessed accordingly.

4. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien upon any real or personal property owned by the violator and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the recording of any such lien which remains unpaid, the city may foreclose or otherwise execute upon the lien.

5. Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

6. The special master shall be prohibited from hearing the merits of the notice of violation or consideration of the timeliness of the request for an administrative hearing if the violator has failed to request an administrative hearing within ten days of the issuance of the notice of violation.

* * *

SECTION 2. Repealer.
All ordinances or parts of ordinances and all sections and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 3. Codification.
It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention, and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. Severability.
If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. Effective Date.
This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this ____day of June, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 6-11-15
City Attorney Date

First Reading: June 10, 2015
Second Reading: July 8, 2015

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language.
~~Strikethrough denotes deleted language~~.

[Sponsored by Commissioner Michael Grieco].

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CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that the following public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:35 a.m.
An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Florida, Entitled Miscellaneous Offenses," By Amending Article I, Entitled "In General," By Amending Section 70.1, Entitled "State Misdemeanors," By Creating Subsection (C) Which Provides Civil Penalties For The Possession Of Cannabis (Marijuana) For Amounts Under 20 Grams And Possession Of Drug Paraphernalia; And Setting Forth Penalties And Enforcement Responsibilities For A Violation Of Subsection 70-1(C)(1) And (2); Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:40 a.m.
An Ordinance Amending Chapter 66, "Marine Structures, Facilities And Vehicles," Article IV, "Vessels," Section 66-151, "Launching And Hauling," To Authorize The Installation Of "Tow-Away Zone" Signs Along Public Seawalls And To Authorize Towing; Providing For Repealer; Codification; Severability And An Effective Date. *Inquiries may be directed to the Police Department at 305.673.7900.*

10:45 a.m.
An Ordinance Amending The Land Development Regulations (LDRs) Of The City Code, At Chapter 118, Entitled "Administrative And Review Procedures," Article VI "Design Review Procedures, By Modifying Section 118-252, Entitled "Applicability And Exemptions" To Exclude From Design Review Board Review City Applications Relating To Stormwater Pump Stations; Providing For Codification, Repealer, Severability And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:50 a.m.
An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," Article II, Entitled "Public Places," Division 3, Entitled "Alcoholic Beverages," By Amending Section 70-87 Thereof To (1) Clarify That The Consumption, Service, Sale, Or Possession Of Open Containers Of Alcoholic Beverages At Sidewalk Cafes Is Only Permitted During The Hours Set Forth In Chapter 6 Of The City Code, (2) Clarify That Alcoholic Beverage Establishments Shall Not Allow Any Person To Take From The Premises Any Opened Alcoholic Beverage Container Or Any Open Or Unsealed Container Of Alcoholic Beverages, And (3) Amend The Enforcement And Penalty Provisions; And Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:55 a.m.
An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article II, Entitled "City Commission," By Amending Section 2-11, Entitled "Time Of Regular Meetings" And Section 2-12, Entitled "Meeting Agendas," By Amending The Requirements And Procedures Relating To City Commission Meetings And Agendas; Providing For Repealer, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

11:00 a.m.
An Ordinance Amending Policy 1.2 Of The Future Land Use Element Of The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying The Medium Intensity Commercial Category (CD-2) And The Mixed Use Entertainment Category (MXE) To Establish The 'Ocean Terrace Overlay' In Order To Allow For An F.A.R. Of 3.0 Within Its Boundaries; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

11:00 a.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations", Article III "Overlay Districts", Creating Division 10 "Ocean Terrace Overlay", To Modify The Applicable Setbacks And Allowable Encroachments, Increase The Allowable Height To 250 Feet For Residential Uses And 125 Feet For Hotel Uses, Increase The Allowable Floor Area To 3.0, To Limit The Maximum Floorplate Of The Tower Portion Of New Buildings, To Provide A Minimum Building Separation For The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional And Accessory Uses; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

2:00 p.m.
A Resolution Of The Chairperson And Members Of The Miami Beach Redevelopment Agency (RDA), Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, On First Reading Of This Resolution, And Approving, A Lease Agreement Between The RDA (Landlord) And Cubiche 105, LLC (Tenant), In Connection With The Use Of Suite Nos. 1-3 At The Anchor Shops, Located At 1555 Washington Avenue, Miami Beach, Florida (Premises), For A Term Of Nine (9) Years And Three Hundred And Sixty Four (364) Days From Rent Commencement, With Two (2) Renewal Options, For Five (5) Years Each; Further Waiving, The Competitive Bidding Requirement In Section 82-39(a) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City/RDA; Referring The Proposed Lease To The Planning Board, For Review And Approval, As Required Pursuant To Section 1.03(b)(4) Of The City Charter, And Setting A Public Hearing, As Required Pursuant To Section 82-37(a)(2) Of The City Code, For Second (And Final) Reading And Public Hearing. *Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7193.*

Dr. Stanley Sutnick Citizen's Forum – Pursuant to Resolution No. 2013-28440, the times for the Dr. Stanley Sutnick Citizen's Forum are **8:30 a.m.** and **1:00 p.m.**, or as soon as possible thereafter. Approximately thirty minutes will be allocated to each session, with individuals being limited to no more than three minutes or for a period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

536

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Condensed Title:

An Ordinance pertaining to DRB review of storm water pump stations and screening.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

SECOND READING – PUBLIC HEARING

The proposed Ordinance would create an exemption from DRB review for storm water pump stations and require DRB review for a master screening plan.

On June 10, 2015, the City Commission approved the proposed Ordinance at First Reading and scheduled a Second Reading Public Hearing for July 8, 2015.

The Administration recommends that the City Commission adopt the Ordinance.

Advisory Board Recommendation:

On June 23, 2015, the Planning Board (vote of 3-3), transmitted the subject Ordinance to the City Commission with an unfavorable recommendation. (Planning Board File No. 2272).

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM RSF

DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

MEMO #

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015 **SECOND READING - PUBLIC HEARING**

SUBJECT: **STORM WATER PUMP STATIONS – DRB EXEMPTION**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR'S) OF THE CITY CODE, AT CHAPTER 118, ENTITLED "ADMINISTRATIVE AND REVIEW PROCEDURES," ARTICLE VI "DESIGN REVIEW PROCEDURES, BY MODIFYING SECTION 118-252, ENTITLED "APPLICABILITY AND EXEMPTIONS" TO EXCLUDE FROM DESIGN REVIEW BOARD REVIEW CITY APPLICATIONS RELATING TO STORMWATER PUMP STATIONS; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the Ordinance.

BACKGROUND

On June 10, 2015, at the request of Mayor Levine, the City Commission referred the attached Ordinance amendment (Item R5P) to the Planning Board. At the same meeting, the City Commission also approved the attached Ordinance on First Reading.

INTRODUCTION

On June 9, 2010, the City of Miami Beach (City) authorized CDM Smith Inc. (CDM Smith) to develop a City-wide Comprehensive Stormwater Management Master Plan (SWMMP) in order to evaluate and update its stormwater management practices, infrastructure, funding, and regulatory policies. Miami Beach is one of 16 municipalities that entered into an Interlocal Agreement (ILA) with Miami- Dade County in 1993 (subsequently 17 additional municipalities have also entered an ILA with Miami- Dade County), authorizing Miami-Dade County to be the lead permittee in submitting a National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Application, which was required by federal law. One condition of the ILA requires the City of Miami Beach to develop a SWMMP that is consistent with Miami-Dade County's Master Plan.

The SWMMP is intended to be a guide for improving the City's stormwater management system flood control and water quality performance for the next 20 years, with considerations of potential sea level change (SLC) over 20-years of stormwater infrastructure and a 50-year

planning horizon for sea wall heights. SLC, to the extent it occurs, will worsen flooding potential in the City by raising the tide levels and water table and by making it more difficult to discharge stormwater out of the area. The SWMMP provides a preliminary schedule of prioritized capital improvements necessary to allow the City's stormwater systems to: meet the increasing performance and regulatory demands, modernize existing systems for both flood control and water quality, and maintain the City-desired flood control level of service (LOS).

The City is a highly urbanized coastal community located in southeast Florida and is a major economic resource to the region. Bounded by the Atlantic Ocean and the environmentally sensitive Biscayne Bay Aquatic Preserve, which is also an Outstanding Florida Water (OFW) requiring strict environmental protection, the study area covers approximately 4,200 acres. The City has relatively low-lying land that is intersected by intracoastal waterways with limited natural storage and large areas of re-development. The subtropical climate entails high-intensity rainfall and significant tidal influence, and

The above factors all contribute to historical and potential future severe rainfall and tidal flooding. In the SWMMP, the City evaluated project areas to determine the level of infrastructure improvements necessary to meet the City's established Level of Service for the statistically calculated once-in-5-year storm. The City selected a tiered Best Management Practice (BMP) treatment train approach was used to identify the most effective solutions for each project area and to identify opportunities for flood control, water quality, aquifer recharge, and stormwater harvesting and irrigation use, which approach was incrementally formulated from the simplest tier 1 (e.g., back flow preventers) through the most complex and costly tier 4 (e.g., underground storage), and bundled together to determine the economic feasibility of proposed infrastructure improvements.

Due to the anticipated significant capital investment and stringent permitting to discharge into Biscayne Bay, the tiered approach will allow the City to proceed with specific elements of the BMP treatment train as economic conditions permit, which would allow for future addition of tiers to ultimately meet the full 5-year LOS while monitoring and adjusting to sea-level rise conditions.

The prompt and swift installation of the City's Stormwater pumping stations is necessary for the health, safety and welfare, and installation is anticipated to cost the City <u>over</u> $196 - $206 million in capital improvements. The City has taken a strong leadership roll relating to flooding and climate control. Due to the increase in flooding in the City due to Climate Control and the resulting "king" tides that cause tremendous damage to the City's roads, infrastructure and to private property, the City is proceeding with implementing its SWMMP including, by installing major gravitational pumps and manual pumps throughout the City to ensure that during a high-tide event, the City can keep the streets and private property from unduly flooding.

CURRENT STATUS

The City has six stormwater pump stations completed, currently connected to outfall pipes and operating at full capacity. In addition:

- There are four pump stations that are in the construction phase that will become fully operational in the next couple of months.
- There are an additional twelve pump stations that are in design phase that will be

constructed next year.

- FDOT has four stormwater pump stations in the construction phase that will become fully operational within the next three months.
- The City has ten pump station that were constructed in the last few years, utilizing well injection systems that will be modified in order to utilize outfall pipes and bring them to full pumping capacity.

The stormwater plan is to add approximately fifty new pump station over the next three to five years in order to complete the program.

The City has retained the services of an architect to assist in developing methods to screen and create approximately three different concepts using landscaping, architecture screening walls and modification of construction practices for electrical panels to reduce the visual impact of these stormwater pump stations. The development of these approaches are anticipated to be completed within the next three months.

ANALYSIS

Due to the increase in flooding in the City due to Climate Change and the resulting "king" tides that cause tremendous damage to the City's roads, infrastructure and to private property, the City is proceeding with implementing its Stormwater Management Master Plan (MSWMMP) including, by installing major gravitational pumps and manual pumps throughout the City to ensure that during a high-tide event, the City can keep the streets and private property from unduly flooding.

Currently, Section 118-252 of the Land Development Regulations provides that the Design Review Board is to review all above ground public works improvements within the City's rights-of-way or on City property. To ensure the prompt and uniform installation of the necessary pumps, in the locations needed by the City, the City desires to amend its land development code in order to exempt review of the locations and design of such pumps from the Design Review Board, as such review would delay the installation of the pumps and would cost the City additional funds that have not been anticipated, as well as possibly interfere with the proper location and function of the necessary public improvements.

Although the attached Ordinance would exempt from DRB review the actual pump stations, the screening of such pump stations would still require the review and approval of the DRB under a Citywide Master Plan Design Review approval for pump stations located outside of the boundaries of a local historic district.

PLANNING BOARD REVIEW

On June 23, 2015, the Planning Board (by a 3-3 vote) transmitted the proposed Ordinance to the City Commission with an unfavorable recommendation.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City. The ordinance modification will reduce the City's costs in implementing the SWMMP and allow for the pump stations to be installed without delay. As a

result, the City will not suffer delays construction contract delays, nor require the City to expend funds on additional surveys, and filing fees relating to a public hearing application.

SUMMARY

On June 10, 2015, the City Commission approved the subject Ordinance at First Reading. The Commission also modified the Ordinance to require DRB approval of a master screening plan for future pump stations located outside of local historic districts. The text for this revision is included in the revised Ordinance for Second Reading.

CONCLUSION

The Administration recommends that the City Commission adopt the Ordinance.

JLM/JMJ/TRM
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STORMWATER PUMP STATIONS – DRB EXEMPTION

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR'S) OF THE CITY CODE, AT CHAPTER 118, ENTITLED "ADMINISTRATIVE AND REVIEW PROCEDURES," ARTICLE VI "DESIGN REVIEW PROCEDURES, BY MODIFYING SECTION 118-252, ENTITLED "APPLICABILITY AND EXEMPTIONS" TO EXCLUDE FROM DESIGN REVIEW BOARD REVIEW CITY APPLICATIONS RELATING TO STORMWATER PUMP STATIONS; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach has the authority to enact laws which promote the public health, safety and general welfare of its citizens; and

WHEREAS, on June 9, 2010, the City of Miami Beach (City) authorized CDM Smith Inc. (CDM Smith) to develop a City-wide Comprehensive Stormwater Management Master Plan (SWMMP) in order to evaluate and update its stormwater management practices, infrastructure, funding, and regulatory policies; and

WHEREAS, Miami Beach is one of 16 municipalities that entered into an Interlocal Agreement (ILA) with Miami- Dade County in 1993 (subsequently 17 additional municipalities have also entered an ILA with Miami- Dade County), authorizing Miami-Dade County to be the lead permittee in submitting a National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Application, which was required by federal law.

WHEREAS, one condition of the ILA requires the City of Miami Beach to develop a SWMMP that is consistent with Miami-Dade County's Master Plan; and

WHEREAS, the SWMMP is intended to be a guide for improving the City's stormwater management system flood control and water quality performance for the next 20 years, with considerations of potential sea level change (SLC) over 20-years of stormwater infrastructure and a 50-year planning horizon for sea wall heights. SLC, to the extent it occurs, will worsen flooding potential in the City by raising the tide levels and water table and by making it more difficult to discharge stormwater out of the area.

WHEREAS, the SWMMP provides a preliminary schedule of prioritized capital improvements necessary to allow the City's stormwater systems to: meet the increasing performance and regulatory demands, modernize existing systems for both flood control and water quality, and maintain the City-desired flood control level of service (LOS).

WHEREAS, the City is a highly urbanized coastal community located in southeast Florida and is a major economic resource to the region. Bounded by the Atlantic Ocean and the environmentally sensitive Biscayne Bay Aquatic Preserve, which is also an Outstanding Florida Water (OFW) requiring strict environmental protection, the study area covers approximately 4,200 acres; and

WHEREAS, the City has relatively low-lying land that is intersected by intracoastal waterways with limited natural storage and large areas of re-development; and

WHEREAS, the subtropical climate entails high-intensity rainfall and significant tidal influence, and

WHEREAS, the above factors all contribute to historical and potential future severe rainfall and tidal flooding; and

WHEREAS, in the SWMMP, the City evaluated project areas to determine the level of infrastructure improvements necessary to meet the City's established Level of Service for the statistically calculated once-in-5-year storm; and

WHEREAS, the City selected a tiered Best Management Practice (BMP) treatment train approach was used to identify the most effective solutions for each project area and to identify opportunities for flood control, water quality, aquifer recharge, and stormwater harvesting and irrigation use, which approach was incrementally formulated from the simplest tier 1 (e.g., back flow preventers) through the most complex and costly tier 4 (e.g., underground storage), and bundled together to determine the economic feasibility of proposed infrastructure improvements; and

WHEREAS, due to the anticipated significant capital investment and stringent permitting to discharge into Biscayne Bay, the tiered approach will allow the City to proceed with specific elements of the BMP treatment train as economic conditions permit, which would allow for future addition of tiers to ultimately meet the full 5-year LOS while monitoring and adjusting to sea- level rise conditions.

WHEREAS, the prompt, and swift installation of the City's Stormwater pumping stations is necessary for the health, safety and welfare, and installation is anticipated to cost the City over $196 - $206 million in capital improvements; and

WHEREAS, the City has taken a strong leadership roll relating to flooding and climate control; and

WHEREAS, due to the increase in flooding in the City due to Climate Control and the resulting "king" tides that cause tremendous damage to the City's roads, infrastructure and to private property, the City is proceeding with implementing its SWMMP including, by installing major gravitational pumps and manual pumps throughout the City to ensure that during a high-tide event, the City can keep the streets and private property from unduly flooding; and

WHEREAS, the City Code, at 118-252 provides that the Design Review Board is to review all above ground public works improvements within the City's rights-of-way or on City property; and

WHEREAS, to ensure the prompt and uniform installation of the necessary pumps, in the locations needed by the City, the City desires to amend its land development code in order to exempt review of the locations and design of such pumps from the Design Review Board, as such review would delay the installation of the pumps and would cost the City additional funds that have not been anticipated, as well as possibly interfere with the proper location and function of the necessary public improvements; and

WHEREAS, the amendment set forth below are necessary to accomplish the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 118, entitled "Administrative and Review Procedures" at Article VI "Design Review Procedures, Section 118-252 entitled "Applicability and exemptions," of the City's Land Development Code is hereby amended follows:

* * *

CHAPTER 118 ADMINISTRATIVE AND REVIEW PROCEDURES

* * *

ARTICLE VI DESIGN REVIEW PROCEDURES

* * *

Sec. 118-252. - Applicability and exemptions.

(a) Applicability.

(1) All building permits for new construction, public interior areas, interior areas that face a street or sidewalk, demolitions and wrecking, alterations, or additions to existing buildings, including fences, parking lots, walls and signs, whether new or change of copy, and exterior surface finishes and materials, shall be subject to review under the design review procedures except as provided in subsection (b) of this section. No building permit shall be issued without the written approval by the design review board or staff as provided for in these regulations.

(2) Except for stormwater pump stations and related apparatus installed by the City, all ~~All~~ public improvements upon public rights-of-way and easements shall be reviewed by the Design Review Board. For purposes hereof, public improvements shall include, ~~but not be limited to,~~ structures, streetscape projects, street improvements or redesign,

modifications to street lighting or signage, landscaping projects, medians, **master screening plans for stormwater pump stations and related apparatus,** and above ground utilities; provided, however, that public improvements shall ~~exclude~~ not include routine maintenance, ~~and~~ utility repair work~~.~~, and stormwater pump stations and related apparatus installed by the City.

(3) The review and approval of all new single family home construction, in accordance with subsection 142-105(d)(7).

(b) Exemptions. Exemptions to these regulations include all of the following provided no new construction or additions to existing buildings are required:

(1) All permits for plumbing, heating, air conditioning, elevators, fire alarms and extinguishing equipment, and all other mechanical and electrical equipment when such work is entirely within the interior of the building, excluding public interior areas and interior areas that face a street or sidewalk; however, the planning director may approve such building permit applications for minor work on the exterior of buildings.

(2) Any permit necessary for the compliance with a lawful order of the building official, fire marshal or public works director related to the immediate public health or safety.

(3) All single-family dwellings are exempt from the design review regulations, with the exception of exterior surface color samples and finishes, and the review and approval of all new single family home construction in accordance with subsection 142-105(d)(7). However, all building permits for new construction, alterations or additions to existing structures shall be subject to compliance with section 142-105, and all demolition permits must be signed by the planning director, or designee.

(4) All properties located within designated historic districts and designated historic sites.

SECTION 2. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 3. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 6-11-15
City Attorney Date

First Reading: June 10, 2015
Second Reading: July 8, 2015

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes deleted language

T:\AGENDA\2015\July\PLANNING\DRB Powers Pump Station Exclusion - 2nd Reading ORD.docx

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that the following public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:35 a.m.
An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Florida, Entitled Miscellaneous Offenses," By Amending Article I, Entitled "In General," By Amending Section 70.1, Entitled "State Misdemeanors," By Creating Subsection (C) Which Provides Civil Penalties For The Possession Of Cannabis (Marijuana) For Amounts Under 20 Grams And Possession Of Drug Paraphernalia; And Setting Forth Penalties And Enforcement Responsibilities For A Violation Of Subsection 70-1(C)(1) And (2); Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:40 a.m.
An Ordinance Amending Chapter 66, "Marine Structures, Facilities And Vehicles," Article IV, "Vessels," Section 66-151, "Launching And Hauling," To Authorize The Installation Of "Tow-Away Zone" Signs Along Public Seawalls And To Authorize Towing; Providing For Repealer; Codification; Severability And An Effective Date. *Inquiries may be directed to the Police Department at 305.673.7900.*

10:45 a.m.
An Ordinance Amending The Land Development Regulations (LDRs) Of The City Code, At Chapter 118, Entitled "Administrative And Review Procedures," Article VI "Design Review Procedures, By Modifying Section 118-252, Entitled "Applicability And Exemptions" To Exclude From Design Review Board Review City Applications Relating To Stormwater Pump Stations; Providing For Codification, Repealer, Severability And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:50 a.m.
An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," Article II, Entitled "Public Places," Division 3, Entitled "Alcoholic Beverages," By Amending Section 70-87 Thereof To (1) Clarify That The Consumption, Service, Sale, Or Possession Of Open Containers Of Alcoholic Beverages At Sidewalk Cafes Is Only Permitted During The Hours Set Forth In Chapter 6 Of The City Code, (2) Clarify That Alcoholic Beverage Establishments Shall Not Allow Any Person To Take From The Premises Any Opened Alcoholic Beverage Container Or Any Open Or Unsealed Container Of Alcoholic Beverages, And (3) Amend The Enforcement And Penalty Provisions; And Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:55 a.m.
An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article II, Entitled "City Commission," By Amending Section 2-11, Entitled "Time Of Regular Meetings" And Section 2-12, Entitled "Meeting Agendas," By Amending The Requirements And Procedures Relating To City Commission Meetings And Agendas; Providing For Repealer, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

11:00 a.m.
An Ordinance Amending Policy 1.2 Of The Future Land Use Element Of The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying The Medium Intensity Commercial Category (CD-2) And The Mixed Use Entertainment Category (MXE) To Establish The 'Ocean Terrace Overlay' In Order To Allow For An F.A.R. Of 3.0 Within Its Boundaries; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

11:00 a.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations", Article III "Overlay Districts", Creating Division 10 "Ocean Terrace Overlay", To Modify The Applicable Setbacks And Allowable Encroachments, Increase The Allowable Height To 250 Feet For Residential Uses And 125 Feet For Hotel Uses, Increase The Allowable Floor Area To 3.0, To Limit The Maximum Floorplate Of The Tower Portion Of New Buildings, To Provide A Minimum Building Separation For The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional And Accessory Uses; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

2:00 p.m.
A Resolution Of The Chairperson And Members Of The Miami Beach Redevelopment Agency (RDA), Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, On First Reading Of This Resolution, And Approving, A Lease Agreement Between The RDA (Landlord) And Cubiche 105, LLC (Tenant), In Connection With The Use Of Suite Nos. 1-3 At The Anchor Shops, Located At 1555 Washington Avenue, Miami Beach, Florida (Premises), For A Term Of Nine (9) Years And Three Hundred And Sixty Four (364) Days From Rent Commencement, With Two (2) Renewal Options, For Five (5) Years Each; Further Waiving, The Competitive Bidding Requirement In Section 82-39(a) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City/RDA; Referring The Proposed Lease To The Planning Board, For Review And Approval, As Required Pursuant To Section 1.03(b)(4) Of The City Charter, And Setting A Public Hearing, As Required Pursuant To Section 82-37(a)(2) Of The City Code, For Second (And Final) Reading And Public Hearing. *Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7193.*

Dr. Stanley Sutnick Citizen's Forum – Pursuant to Resolution No. 2013-28440, the times for the Dr. Stanley Sutnick Citizen's Forum are **8:30 a.m.** and **1:00 p.m.**, or as soon as possible thereafter. Approximately thirty minutes will be allocated to each session, with individuals being limited to no more than three minutes or for a period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

548

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OFFICE OF THE CITY ATTORNEY

RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

To: Mayor Philip Levine
Members of the City Commission

Date: July 8, 2015

From: Raul J. Aguila
City Attorney

Subject: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 70 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "MISCELLANEOUS OFFENSES," ARTICLE II, ENTITLED "PUBLIC PLACES," DIVISION 3, ENTITLED "ALCOHOLIC BEVERAGES," BY AMENDING SECTION 70-87 THEREOF TO (1) CLARIFY THAT THE CONSUMPTION, SERVICE, SALE, OR POSSESSION OF OPEN CONTAINERS OF ALCOHOLIC BEVERAGES AT SIDEWALK CAFES IS ONLY PERMITTED DURING THE HOURS SET FORTH IN CHAPTER 6 OF THE CITY CODE, (2) CLARIFY THAT ALCOHOLIC BEVERAGE ESTABLISHMENTS SHALL NOT ALLOW ANY PERSON TO TAKE FROM THE PREMISES ANY OPENED ALCOHOLIC BEVERAGE CONTAINER OR ANY OPEN OR UNSEALED CONTAINER OF ALCOHOLIC BEVERAGES, AND (3) AMEND THE ENFORCEMENT AND PENALTY PROVISIONS; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Introduction

Pursuant to the request of Commissioner Michael Grieco, the attached Ordinance is submitted for consideration by the Mayor and City Commission. The Ordinance amends Section 70-87 of the City Code to (1) clarify that the consumption, service, sale, or possession of open containers of alcoholic beverages at sidewalk cafes is only permitted during the hours set forth in Chapter 6 of the City Code; (2) clarify that alcoholic beverage establishments and special event permittees shall not allow any person to take from the premises, sidewalk cafe permit area, or special event permit area, any open or unsealed glass, metal, plastic, or other open or unsealed container of beer, wine, liquor, or any other alcoholic beverage; and (3) amend the enforcement and penalty provisions.

Section 70-87 of the City Code

Section 70-87 is comprised of three major provisions. The first provision, Subsection (a)(1), makes it unlawful for any person to consume, serve, sell, or possess an open container of any alcoholic beverage on or in any public place within the city, except in those areas designated

Agenda Item R5G
Date 7-8-15

and approved for such use by the City Manager or the City Commission, including but not limited to sidewalk cafes, public property leased from the City by a private entity and licensed by the City for such use, and areas temporarily designated for such use by the City by the issuance of a valid special event permit.

Subsection (a)(2) requires that owners or operators of package stores and foodstores that sell alcoholic beverages prominently post, on the outside of each entrance and on the inside of the main customer exit of each package store or foodstore that sells alcoholic beverages, a sign with contrasting letters at least one-half inch tall, stating the following:

> IT IS UNLAWFUL FOR ANY PERSON TO CONSUME, SELL, SERVE, OR POSSESS AN OPEN CONTAINER OF ANY ALCOHOLIC BEVERAGE ON/IN ANY PUBLIC PLACE, ALLEY, STREET, SIDEWALK, PARK, BEACH, OR OTHER SUCH PLACE WITHIN THE CITY OF MIAMI BEACH UNLESS DESIGNATED FOR SUCH PURPOSE BY THE CITY. VIOLATORS ARE SUBJECT TO CRIMINAL PROSECUTION.

Subsection (a)(3) states that it shall be unlawful for any owner, operator, agent, or employee of any alcoholic beverage establishment to knowingly allow any person to take from the licensed premises any opened beer, wine, liquor, or any other alcoholic beverage container, or any glass, metal, plastic, or other open or unsealed container of beer, wine, liquor, or any other alcoholic beverage or any mixture thereof.

Proposed Amendment

The attached Ordinance amends Subsection (a)(1) to clarify that the consumption, service, sale, or possession of open containers of alcoholic beverages at sidewalk cafes is only permitted during the hours set forth in Chapter 6 of the City Code, entitled "Alcoholic Beverages."

The Ordinance amends Subsection (a)(3) to clarify that alcoholic beverage establishments and special event permittees shall not allow any person to take from the premises, sidewalk cafe permit area, or special event permit area, any open or unsealed glass, metal, plastic, or other open or unsealed container of beer, wine, liquor, or any other alcoholic beverage. The effect of this particular amendment is that an alcoholic beverage establishment or special event permittee may be issued a notice of violation for violating Subsection (a)(3) whether or not the alcoholic beverage establishment or special event permittee *knowingly* allowed a person to take from the premises, sidewalk cafe area, or special event permit area, an opened alcoholic beverage container.

The Ordinance also increases the penalties for violations of Section 70-87. First, the Ordinance increases the criminal penalties for violations of subsection (a)(1), from a fine not to exceed $50.00 or imprisonment not to exceed 10 days, or both, to a fine not to exceed $250.00 or imprisonment not to exceed 30 days, or both, for a first violation. The Ordinance increases the penalties for any subsequent violation from a fine not to exceed $300.00 or imprisonment not to exceed 30 days, or both, to a fine not to exceed $500.00 or imprisonment not to exceed 60 days, or both. Subsection (a)(1) is currently and shall continue to be enforced by the Police Department.

Second, the Ordinance increases the civil penalties for violations of subsection (a)(2) and (a)(3) from a per diem fine of up to $250.00 or $500.00 for repeat violations. The Ordinance increases the penalties to a civil fine of $1,000.00 for a first violation within a 12-month period; $2,000.00 for a second violation within a 12-month period; $3,000.00 for a third violation within a 12-month period; and $5,000.00 for a fourth or subsequent violation within a 12-month period. Upon a finding by the special master that four (4) or more violations have occurred within a 12-month period, the special master shall suspend or revoke the violator's certificate of use, business tax receipt, or certificate of occupancy.

A notice of violation issued pursuant to Subsection (a)(2) or (a)(3) may be appealed to the City's Special Master within 10 days of service of the notice of violation. The failure to pay the civil fine or appeal a violation shall constitute a waiver of the violator's right to appeal, and shall be treated as an admission of the violation. The special master shall not hear the merits of a notice of violation or consider the timeliness of a request for appeal if a violator fails to request a hearing within ten days of service of the notice of violation. Additionally, the special master shall not be authorized to alter the penalties prescribed in Subsections (c)(1) and (c)(2).

Economic Impact Analysis

This Ordinance is not expected to have an economic impact on the City's resources. The Police Department and Code Compliance Department will use existing resources to enforce the Ordinance.

RJA/NK/sc

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 70 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "MISCELLANEOUS OFFENSES," ARTICLE II, ENTITLED "PUBLIC PLACES," DIVISION 3, ENTITLED "ALCOHOLIC BEVERAGES," BY AMENDING SECTION 70-87 THEREOF TO (1) CLARIFY THAT THE CONSUMPTION, SERVICE, SALE, OR POSSESSION OF OPEN CONTAINERS OF ALCOHOLIC BEVERAGES AT SIDEWALK CAFES IS ONLY PERMITTED DURING THE HOURS SET FORTH IN CHAPTER 6 OF THE CITY CODE, (2) CLARIFY THAT ALCOHOLIC BEVERAGE ESTABLISHMENTS SHALL NOT ALLOW ANY PERSON TO TAKE FROM THE PREMISES ANY OPENED ALCOHOLIC BEVERAGE CONTAINER OR ANY OPEN OR UNSEALED CONTAINER OF ALCOHOLIC BEVERAGES, AND (3) AMEND THE ENFORCEMENT AND PENALTY PROVISIONS; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the unauthorized consumption, service, sale, and possession of open containers of alcoholic beverages in public places within the City of Miami Beach (the "City") disturbs the quiet enjoyment of the community, causes undesirable noise, and contributes to litter, noxious odors, and the general degradation of the City; and

WHEREAS, Section 70-87 of the City Code prohibits the consumption, service, sale, and possession of open containers of alcoholic beverages on or in public places within the City, except in those areas as designated and approved for such use by the City Manager or the City Commission; requires that the owner or operator of any package store or foodstore selling alcoholic beverages prominently post a warning sign regarding the City's open container regulations; and provides that it shall be unlawful for any owner, operator, agent, or employee of any alcoholic beverage establishment to knowingly allow any person to take from the licensed premises any opened beer, wine, liquor, or other alcoholic beverage container, or any glass, metal, plastic, or other open or unsealed container of beer, wine, liquor, or any other alcoholic beverage; and

WHEREAS, it is in the best interest of the City, and it serves the health, safety, and welfare of the City's residents and visitors, to increase (1) the criminal penalties against persons who consume, serve, sell, or possess an open container of any alcoholic beverage on or in any public place; (2) the civil fines against owners or operators of package stores or foodstores selling alcoholic beverages who fail to post a warning sign regarding the City's open container regulations; and (3) the civil fines against alcoholic beverage establishments that allow any person to take from the premises any open or unsealed glass, metal, plastic, or other open or unsealed container of beer, wine, liquor, or any other alcoholic beverage; and

WHEREAS, enforcement of this Ordinance by the City's Police Department and Code Compliance Department will protect the health, safety, welfare, and quality of life of the residents and visitors of the City of Miami Beach; and

WHEREAS, the amendments set forth below are necessary to accomplish the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Division 3 of Article II of Chapter 70 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 70

MISCELLANEOUS OFFENSES

* * *

ARTICLE II. – PUBLIC PLACES

* * *

DIVISION 3. ALCOHOLIC BEVERAGES

* * *

Sec. 70-87. Consumption, service, sale and possession of open containers of alcoholic beverages on or in public places; warning signs required.

(a) Violations.

(1) It shall be unlawful for any person to consume, serve, sell, or possess an open container of any alcoholic beverage on or in any public place within the city except in ~~those areas as designated and approved for such use by the city manager or the city commission, including but not limited to the following~~ the following areas:

a. ~~Sidewalk~~ sidewalk cafes having a valid city sidewalk cafe permit~~.~~, during the hours at which alcoholic beverages may be consumed at sidewalk cafes pursuant to chapter 6 of this Code;

b. ~~Public~~ public property leased from the city by a private entity and licensed by the city for such use~~.~~; and

c. ~~Areas~~ areas temporarily designated for such use by the city by the issuance of a valid special event permit.

(2) The owner or operator of any package store or foodstore selling alcoholic beverages shall prominently post, on the outside of each entrance and on the inside of the main customer exit of each package store or foodstore selling alcoholic beverages, a sign with contrasting letters at least one-half inch tall, stating the following:

IT IS UNLAWFUL FOR ANY PERSON TO CONSUME, SELL, SERVE, OR POSSESS AN OPEN CONTAINER OF ANY ALCOHOLIC BEVERAGE ON/IN ANY PUBLIC PLACE, ALLEY, STREET, SIDEWALK, PARK, BEACH, OR OTHER SUCH PLACE WITHIN THE CITY OF MIAMI BEACH UNLESS DESIGNATED FOR SUCH PURPOSE BY THE CITY. VIOLATORS ARE SUBJECT TO CRIMINAL PROSECUTION.

Failure to post this sign shall be deemed a violation of this section. This sign shall be exempt from permit requirements of Chapter 138 of this Code.

(3) It shall be unlawful for any ~~owner, operator, agent or employee of any~~ alcoholic beverage establishment or special event permittee ~~licensed to sell, serve or dispense beer, wine, liquor or any other alcoholic beverage within the city,~~ to ~~knowingly~~ allow any person to take from the ~~licensed~~ premises, sidewalk cafe permit area, or special event permit area. ~~any opened beer, wine, liquor, or any other alcoholic beverage container, or to knowingly allow any person to take from the licensed premises any glass, metal, plastic, or other open or unsealed container of beer, wine, liquor, or any other alcoholic beverage or any mixture thereof~~ any open or unsealed glass, metal, plastic, or other open or unsealed container of beer, wine, liquor, or any other alcoholic beverage.

(b) Penalties for violations of subsection (a)(1).

(1) Any person ~~connvicted~~ convicted of a violation of subsection (a)(1) of this section shall be punished by imposition of a fine not to exceed ~~$50.00~~ $250.00 or by imprisonment not to exceed ~~10~~ 30 days, or both, for a first ~~offense~~ violation. Upon any subsequent conviction for violation of subsection (a)(1) of this section, such person shall be punished by imposition of a fine not to exceed ~~$300.00~~ $500.00, or by imprisonment not to exceed ~~30~~ 60 days, or both.

~~(2) Subsections (a)(2) and (a)(3) of this section shall be prosecuted in the city's special master system and punished by a per diem fine of up to $250.00 or $500.00 for repeat violations as provided in chapter 30 of this Code. Any code inspector who has observed a violation of subsections (a)(2) or (a)(3) of this section shall issue a notice of violation to the operator and/or owner, as provided in chapter 30 of this Code, requiring compliance within 24 hours.~~

(c) Penalties for violations of subsections (a)(2) and (a)(3).

1. The following ~~penalties~~ civil fines shall be imposed for a violation of subsections (a)(2) and (a)(3):

~~i.~~ a. ~~The penalty for the first~~ First violation ~~by a person or entity~~ within a 12-month period; ~~shall be a civil fine of~~ $ 1,000.00;

~~ii.~~ b. ~~The penalty for the second~~ Second violation ~~by a person or entity~~ within a 12-month period; ~~shall be a civil fine of~~ $ 2,000.00;

~~iii.~~ c. ~~The penalty for the third~~ Third violation ~~by a person or entity~~ within a 12-month period; ~~shall be a civil fine of~~ $ 3,000.00;

~~iv.~~ d. ~~The penalty for the fourth~~ Fourth or subsequent violation ~~by a person or entity~~ within a 12-month period; ~~shall be a civil fine of~~ $ 5,000.00.

2. Enhanced penalty. The following enhanced penalty shall be imposed, in addition to any mandatory fines set forth in subsection (c)(1) above, for violations of subsections (a)(2) or (a)(3):

   ~~i.~~ a. Upon a finding by the special master that four (4) or more violations by a person or entity have occurred within a 12-month period, the special master shall suspend or revoke the certificate of use, business tax receipt, or certificate of occupancy of the violator.

3. Enforcement. The code compliance department shall enforce subsections (a)(2) and (a)(3). This shall not preclude other law enforcement agencies or regulatory bodies from any action to assure compliance with this section and all applicable laws. If a code compliance officer (which, as defined in section 70-66, includes a police officer) finds a violation of this section, the code compliance officer shall issue a notice of violation ~~in the manner prescribed in chapter 30 of this Code~~. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, that the violation may be appealed by requesting an administrative hearing before a special master within ten (10) days after service of the notice of violation, and that the failure to appeal the violation within ten (10) days of service shall constitute an admission of the violation and a waiver of the right to a hearing.

4. Rights of violators; payment of fine; right to appear; failure to pay civil fine or to appeal; appeals from decisions of the special master.

   ~~i.~~ a. A violator who has been served with a notice of violation must elect to either

      ~~A.~~ i. pay the civil fine in the manner indicated on the notice of violation; or

      ~~B.~~ ii. request an administrative hearing before a special master to appeal the notice of violation, which must be requested within ten (10) days of the service of the notice of violation.

   ~~ii.~~ b. The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 30-72 and 30-73 of this Code. Applications for hearings must be accompanied by a fee as approved by a resolution of the city commission, which shall be refunded if the named violator prevails in the appeal.

   ~~iii.~~ c. ~~If the named violator, after issuance of the notice of violation, fails~~ The failure to pay the civil fine, or ~~fails~~ to timely request an administrative hearing before a special master, ~~the special master may be informed of such failure by report from the officer. The failure of the named violator to appeal the decision of the officer within the prescribed time period~~ shall constitute a waiver of the violator's right to an administrative hearing before the special master, and shall be treated as an

admission of the violation, for which fines and penalties shall be assessed accordingly.

~~iv.~~ d. A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. ~~On or after the sixty-first (61st) day following the recording of any such lien that remains unpaid~~ Three (3) months after the recording of any such lien which remains unpaid, the City may foreclose or otherwise execute upon the lien, for the amount of the lien plus accrued interest.

~~v. Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.~~

~~vi.~~ e. The special master shall be prohibited from hearing the merits of the notice of violation or considering the timeliness of a request for an administrative hearing if the violator has failed to request an administrative hearing within ten (10) days of the service of the notice of violation.

~~vii.~~ f. The special master shall not have discretion to alter the penalties prescribed in subsection (c)(1) or (c)(2).

g. Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the _____ day of _____, 2015.

PASSED AND ADOPTED this _____ day of_____, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

(Sponsored by Commissioner Michael Grieco)

Underline denotes additions
~~Strike through~~ denotes deletions
Double underline denotes additions after First Reading
~~Double strikethrough~~ denotes deletions after First Reading

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney — Date 7/1/15

NK

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that the following public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:35 a.m.
An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Florida, Entitled Miscellaneous Offenses," By Amending Article I, Entitled "In General," By Amending Section 70.1, Entitled "State Misdemeanors," By Creating Subsection (C) Which Provides Civil Penalties For The Possession Of Cannabis (Marijuana) For Amounts Under 20 Grams And Possession Of Drug Paraphernalia; And Setting Forth Penalties And Enforcement Responsibilities For A Violation Of Subsection 70-1(C)(1) And (2); Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

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Rafael E. Granado, City Clerk
City of Miami Beach

559

OFFICE OF THE CITY ATTORNEY

RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: **Mayor Philip Levine**
Members of the City Commission
City Manager Jimmy Morales

SECOND READING
PUBLIC HEARING

FROM: **Raul J. Aguila, City Attorney**

DATE: **July 8, 2015**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE II, ENTITLED "CITY COMMISSION," BY AMENDING SECTION 2-11, ENTITLED "TIME OF REGULAR MEETINGS" AND SECTION 2-12, ENTITLED "MEETING AGENDAS," BY AMENDING THE REQUIREMENTS AND PROCEDURES RELATING TO CITY COMMISSION MEETINGS AND AGENDAS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

The attached Ordinance is sponsored by Commissioner Jonah Wolfson and is submitted for consideration by the Mayor and City Commission for adoption at the Public Hearing on Second Reading. The Ordinance provides amendments to provisions in Article II of Chapter 2 of the City Code concerning City Commission meetings and agendas in order to foster greater efficiency with regard to conducting City business at Commission meetings.

Specifically, the Ordinance amends Section 2-11 to conform the City Code to the actual practice for the setting of regular City Commission meetings and provides flexible language to accommodate the setting of meetings on dates other than the first and third Wednesdays of each month. The amendments also codify the established practice of providing for a Commission recess month during the summer, as set by resolution.

The Ordinance also amends Section 2-12 to codify within the City Code various meeting procedures that are currently set forth in City Resolutions, such as: agenda submission procedures, the adding of addendum items to agendas by a 5/7th affirmative vote, the setting of presentation and awards meetings, and the adoption of Robert's

Agenda Item R5H
Date 7-8-15

Rules of Order as the parliamentary procedure for City Commission when the Charter, Related Special Acts, or City Code do not otherwise establish a parliamentary procedure. Also, the current practice regarding supplemental agenda materials is codified.

In addition, new procedures are established in Section 2-12 with regard to co-sponsors of ordinances and charter amendments; the setting of time certains; a procedure for addendum items to be placed on an agenda of a regular Commission meeting pursuant to a 5/7th Commission vote if the Mayor declines to add the addendum item to an agenda; and a requirement that items other than presentations and awards may be placed on an agenda of a presentation and awards meeting upon the approval of the Mayor, or in the absence of the Mayor's approval, a 5/7th Commission vote.

At First Reading of the Ordinance on June 10, 2015, additional revisions were approved by the City Commission as follows:

(a) to require only a 5/7th vote, as opposed to a 7/7th vote, for the addition of addendum items to regular agendas and for items that are not awards or presentation items to be added to a Presentation and Awards meeting agenda;

(b) to provide that agenda items contained in the printed agenda may be amended or corrected, in addition to being supplemented by materials in a supplemental agenda; and

(c) agenda items not reached during a Commission meeting (that were not set as a time certain public hearing) will be automatically deferred to the next regularly scheduled commission meeting if the item was on a regular commission meeting agenda, or to the next regularly scheduled presentations and awards meeting if the item was on a presentation and awards agenda.

The amendments also include a new provision in Sec. 2-12(d)(4) to address time certain public hearing items, which cannot be automatically deferred or continued, but must either be specifically opened and continued to another commission meeting date and time certain, or must be re-advertised for another date and time certain.

A clarifying amendment has been made to the title for Sec. 2-11 with regard to the holding of regular meetings and Presentations and Awards meetings which are generally to be held on the first and third Wednesdays of each month, with the dates and times to be established by resolution.

This Ordinance codifies housekeeping amendments and existing language in Resolution Nos. 91-20386, 91-20421, and 2014-28842, as well as establishing additional best practices, and no fiscal impact is expected.

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ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE II, ENTITLED "CITY COMMISSION," BY AMENDING SECTION 2-11, ENTITLED "TIME OF REGULAR MEETINGS" AND SECTION 2-12, ENTITLED "MEETING AGENDAS," BY AMENDING THE REQUIREMENTS AND PROCEDURES RELATING TO CITY COMMISSION MEETINGS AND AGENDAS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, in order to foster greater efficiency with regard to the conducting of City business at City Commission meetings, and to incorporate and unify all City Commission meeting and agenda requirements and procedures into the City Code that are currently established in various City Resolutions (Nos. 91-20386, 91-20421, and 2015-28961), the amendments set forth in this Ordinance should be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Article II of Chapter 2 of the Code of the City of Miami Beach, Florida, is hereby amended as follows:

CHAPTER 2
ADMINISTRATION

* * *

ARTICLE II. CITY COMMISSION

Sec. 2-11. Time of regular meetings and presentations and awards meetings.

All regular meetings and presentations and awards meetings of the city commission will be generally held on the first and third Wednesdays of each month, respectively, with ~~commission meeting~~ the dates and times to be established by resolution; however, the city commission may from time to time cancel and/or change the dates and starting times of the meetings as it deems advisable and proper. The city commission may recess for one month during the summer (June, July, or August) as established by resolution.

Sec. 2-12. Meeting procedures and agendas.

(a) *Statement of legislative intent*: Consistent with the City of Miami Beach Charter, this section will help uphold the principles of separation of powers and checks and balances. It will also lend to improving transparency in government.

(b) *Ordinance and charter amendment sponsors and co-sponsors*~~:~~. Any proposed ordinance or charter amendment that appears on the agenda of a city commission meeting for discussion, referral, and/or approval by the mayor and city commission must have the name of the mayor, ~~and/or~~ ~~one or more~~ a member~~s~~ of the city commission~~,~~ placed prominently next to it as the primary sponsor of the legislation. ~~This requirement also applies to ordinances or charter amendments on any agenda of a committee of the city commission.~~ A commission member that seeks to co-sponsor an ordinance or charter amendment that appears on an agenda of a city commission meeting must submit a co-sponsorship request to the city clerk before (as the case may be) discussion, referral, vote, or (in the case of an ordinance) first reading of the item. The primary sponsor must approve the co-sponsor request before (as the case may be): (i) the vote at the first reading of an ordinance; (ii) the vote on a resolution placing a charter amendment on the ballot; (iii) the discussion of the item; or (iv) the referral of the item (if the item is on the commission agenda for a referral to a city or commission committee). A commission member may withdraw as a co-sponsor of an item by submitting a written request to the city clerk prior to the commission meeting when the item appears on the agenda or by announcing such withdrawal at the public meeting of the city commission where the item is to be heard, prior to the city commission vote on such item. Except for the setting of a time certain, which is governed by the provisions in subsection (d)(2) hereof, the primary sponsor controls the placing of the item on an agenda and the withdrawal of the item from an agenda. Co-sponsors are merely intended to provide additional support for an item and do not possess any procedural control of the item.

The following are excepted from the requirement~~s~~ of a sponsor ~~of this subsection~~:

(1) ~~A~~applications for amendments to the land development regulations filed by appointed boards or property owners pursuant to subsection 118-162(a) or (b) of the City Code~~.~~; and

(2) ~~R~~resolutions~~,~~ that do not concern charter amendments; discussion and/or referral items that do not concern charter amendments; discussion and/or referral of items to boards or committees not scheduled for first or second reading as an ordinance; and referrals to boards or committees proposed by the city manager or city attorney.

(c) *Agenda submission schedule:*

(1) All city commission meeting agendas shall be submitted to the mayor and city commissioners on the initial print day of the agenda, which shall be no later than five (5) calendar days preceding a regularly scheduled city commission meeting. In those instances when a special meeting is called pursuant to section 2.04 of the

City Charter, the agenda shall be submitted to the mayor and city commissioners as soon as practicable before the special meeting.

(2) *Supplemental agenda materials.* Agenda items that are included in the agenda that is printed on the initial print day may be supplemented, amended, or corrected by materials in a supplemental agenda, and as may be provided by the City Clerk in an errata document or announcement.

(3) *Addendum agenda items.* Any item not included in the agenda submitted to the mayor and city commission on the initial print day must be submitted by the city clerk to the mayor for a determination whether the item is to be placed on the agenda as an addendum item. If the mayor declines to place the item on the agenda as an addendum item, then the item shall be submitted to the city commission for a vote and the item shall only be considered at the city commission meeting upon a finding by the city commission, by a five-seventh (5/7th) affirmative vote, that such item ~~constitutes~~:

(a) constitutes a public emergency affecting life, health, property, or public safety and should be considered immediately; or

(b) ~~a finding by the city commission, by a seven-seventh (7/7th) affirmative vote, that the item~~ does not constitute a public emergency, but should be considered immediately.

~~(c)~~(d) *Agenda items~~:~~.*

(1) *Item details.* Items published in a city commission meeting agenda shall include sufficient detail and information for the city commission and the public to evaluate the items in a reasonable and timely manner.

(2) *Time certains.* Except for the setting of time certains for public hearings as required by law, the mayor shall be authorized to set time certains for all matters to be discussed or considered on a city commission agenda. The mayor may consider and set a time certain based upon the request of a city commissioner, the city administration, or a member of the public if such request is made prior to the commission meeting.

(3) *Deferred items.* If an agenda item that is not set as a time certain for a public hearing is not reached during a city commission meeting, and the city commission does not specifically defer the item, the item shall be deemed to be deferred:

(a) to the next regularly scheduled commission meeting if the item was on a regular commission meeting agenda; or

(b) to the next regularly scheduled presentations and awards meeting if the item was on a presentations and awards meeting agenda.

(4) *Time Certain Public Hearing Items.* If a time certain public hearing agenda item is to be reset to another commission meeting agenda, the public hearing must either be: a) specifically opened and continued to another commission meeting date and time certain; or b) re-advertised for another commission meeting date and time certain.

(e) *Presentations and Awards meetings.* The presentation of proclamations, awards, certificates, and all other recognitions made by the mayor and city commission shall occur at separate regularly scheduled meetings of the city commission specifically dedicated for these purposes. Other agenda items may be on an agenda of a presentation and awards meetings of the city commission only under the following circumstances:

(1) The item was specifically deferred or opened and continued to a presentation and awards meeting; or

(2) The item is submitted to the mayor for a determination whether the item is to be placed on the agenda. If the mayor declines to place the item on the agenda, the item shall only be considered at the presentations and awards meeting upon a finding by the city commission, by a five-seventh (5/7th) affirmative vote, that the item constitutes either:

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(b) ~~a finding by the city commission, by a seven-seventh (7/7th) affirmative vote, that the item~~ does not constitute a public emergency, but should be considered immediately.

(f) *Parliamentary Procedure.* Robert's Rules of Order Newly Revised, 11th Edition, and all subsequent amendments thereto and all subsequent editions thereof, shall be the recognized authority for general parliamentary procedure applicable to meetings of the city commission in those instances when the

city's Charter, Related Special Acts, and Code do not expressly dictate parliamentary procedure.

(g)~~(d)~~ *Effect.* The validity of any action or determination of the city commission or city personnel, board, or committee shall not be affected by the failure of any person to comply with the provisions of this section.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the _____ day of _____, 2015.

PASSED AND ADOPTED this _____ day of _____, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/30/15 Date

Underline denotes additions
~~Strike through~~ denotes deletions
Double underline denotes additions after First Reading
~~Double strike~~ through denotes deletions after First Reading

(Sponsored by Commissioner Jonah Wolfson)

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CITY OF MIAMI BEACH
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Rafael E. Granado, City Clerk
City of Miami Beach

X

567

Condensed Title:

First Reading to consider Ordinance Amendments to the Comprehensive Plan and Land Development Regulations establishing the "Ocean Terrace Overlay".

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING – PUBLIC HEARING

The proposed Ordinances would amend the Comprehensive Plan and Land Development Regulations to establish the "Ocean Terrace Overlay" which would decrease the maximum density from 100 to 80 dwelling units per acre, increase the allowable FAR from 2.0 to 3.0 (subject to voter referendum), increase the maximum height for residential and hotel uses, modify setbacks, establish a maximum floor plate limitation, and establish a 60 foot minimum tower separation.

On May 27, 2015 the Land Use and Development Committee recommended approval of the proposed overlay district.

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; 2) transmit the proposed Comprehensive Plan Amendment to the applicable review agencies pursuant to 163.3184(2), F.S. and set the Adoption Public Hearing for December 9, 2015; and 3) approve the Overlay Ordinance Amendment at First Reading and set a Second Reading Public Hearing for December 9, 2015.

Advisory Board Recommendation:

On June 23, 2015, the Planning Board (vote of 6-0), transmitted the attached proposal to the City Commission with a favorable recommendation. (Planning Board File Nos. 2258 & 2259).

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015 **FIRST READING – PUBLIC HEARING**

SUBJECT: **Ocean Terrace Overlay – Comprehensive Plan Amendment**
Ocean Terrace Overlay – Land Development Regulations Amendment

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING POLICY 1.2 OF THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN PURSUANT TO THE PROCEDURES IN SECTION 163.3184(3), FLORIDA STATUTES, BY MODIFYING THE MEDIUM INTENSITY COMMERCIAL CATEGORY (CD-2) AND THE MIXED USE ENTERTAINMENT CATEGORY (MXE) TO ESTABLISH THE 'OCEAN TERRACE OVERLAY' IN ORDER TO ALLOW FOR AN F.A.R. OF 3.0 WITHIN ITS BOUNDARIES; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE III "OVERLAY DISTRICTS", CREATING DIVISION 10 "OCEAN TERRACE OVERLAY", TO MODIFY THE APPLICABLE SETBACKS AND ALLOWABLE ENCROACHMENTS, INCREASE THE ALLOWABLE HEIGHT TO 250 FEET FOR RESIDENTIAL USES AND 125 FEET FOR HOTEL USES, INCREASE THE ALLOWABLE FLOOR AREA TO 3.0, TO LIMIT THE MAXIMUM FLOORPLATE OF THE TOWER PORTION OF NEW BUILDINGS, TO PROVIDE A MINIMUM BUILDING SEPARATION FOR THE TOWER PORTION OF NEW BUILDINGS, TO MODIFY THE ALLOWABLE MAIN, CONDITIONAL AND ACCESSORY USES; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; 2)

transmit the proposed Comprehensive Plan Amendment to the applicable review agencies pursuant to 163.3184(2), F.S. and set the Adoption Public Hearing for December 9, 2015; and 3) approve the Overlay Ordinance Amendment at First Reading and set a Second Reading Public Hearing for December 9, 2015.

BACKGROUND

On April 15, 2015, at the request of Commissioner Wolfson, the City Commission referred this request to the Land Use and Development Committee (Item C4E). Additionally, the matter was referred to the Planning Board.

On May 27, 2015 the Land Use and Development Committee recommended approval of the proposed overlay district.

THE PROPOSAL

An Overlay District is being proposed in order to encourage the redevelopment of the Ocean Terrace area in North Beach. As proposed, the Overlay would apply to the properties located between 73rd Street on the south, 75th Street on the north, Ocean Terrace on the east and Collins Avenue on the west. Currently the eastern portion of the proposed overlay (fronting Ocean Terrace) is zoned MXE (Mixed Use Entertainment) and the western portion (fronting Collins Avenue) is zoned CD-2 (Commercial, Medium Intensity).

The proposal would require a Large-Scale amendment to the City's Comprehensive Plan and an amendment to the Land Development Regulations. The Overlay District would also raise the maximum Floor Area Ratio (FAR) in the area from 2.0 to 3.0. In accordance with the City Charter, this proposed FAR increase would require voter approval through a ballot referendum.

Attached is a copy of the proposed overlay Comprehensive Plan Amendment and Land Development Regulation Ordinances. The following is a summary of the proposed modifications to the Land Development Regulations:

- Reduce the maximum density from 100 dwelling units per acre to 80 dwelling units per acre.
- Increase the maximum FAR to 3.0 from 2.0 for lots equal to or greater than 20,000 square feet.
- Increase the maximum height to 250 feet/22 stories for residential uses and 125 feet for hotel uses. Currently the maximum height is 75 feet/8 stories for MXE areas and 50 feet/5 for CD-2 areas.
- Modify Pedestal, Tower, and Subterranean Setbacks.
- Establish maximum floor plate limitation of 10,000 square feet, including balconies, for the tower portions of buildings; however the Historic Preservation Board has the flexibility to allow an increase up to 15,000 square feet, subject to Certificate of Appropriateness Criteria.

- Establish a 60 foot separation between towers, including balconies.

ANALYSIS

In 2014, the Planning Department was tasked with studying ways to encourage and promote appropriate redevelopment activity for the 71st Street Corridor and Ocean Terrace. Presently it appears that current maximum floor area ratios are making redevelopment along the 71st Street corridor and Ocean Terrace difficult. This in turn has stalled economic development and revitalization which would greatly benefit the surrounding community.

The proposal herein, which is specific to Ocean Terrace, seeks to modify the Land Development Regulations and create a zoning overlay specific to the Ocean Terrace area. While most of the changes proposed require only legislative action, the proposal to increase the maximum FAR from 2.0 to 3.0 does require voter approval. Tangentially, the proposed height increase, though only legislative and not subject to voter approval, is co-terminus with the proposed FAR increase.

The Land Use Committee and the Planning Board endorsed the proposed overlay, subject to the recommendations of the City Administration, which have been incorporated into the proposed Ordinance. One of the recommendations, which has generated some concern from affected property owners, deals with the maximum floor plate permitted within the tower portion of a future project.

In this regard, in order to improve compatibility with the surrounding built environment, the proposed Ordinance requires that the maximum floor plate size of the tower portion of a building be limited to 10,000 square feet, inclusive of allowable balcony projections. This floor plate limitation is consistent with the floor plate of the neighboring St. Tropez Condominium Tower, which is approximately 6,000 square feet. Additionally, the Ordinance provides the Historic Preservation Board with the flexibility to allow up to a 15,000 square foot floor plate, subject to Certificate of Appropriateness Criteria and compatibility with the surrounding built context.

It is important to point out that that the Ordinance before the City Commission, the FAR portion of which is subject to voter approval, is a purely legislative matter. Basically a framework is being established (overlay district) for a future development project(s). Assuming this overlay is adopted, review and approval of the Historic Preservation Board will still be required for any future development application, inclusive of new construction, as well as any request to demolish structures within the proposed overlay.

City Charter Issues

The request for establishing the Ocean Terrace Overlay District is affected by the following City Charter provision: Sections 1.03 (c), which partially states:

> *The floor area ratio of any property or street end within the City of Miami Beach shall not be increased by zoning, transfer, or any other means from its current zone floor area ratio as it exists on the date of adoption of this Charter Amendment (November 7, 2001), including any limitations on floor area ratios which are in effect by virtue of development agreements through the full term of such agreements, unless such increase in zone floor area ratio for any such*

property shall first be approved by a vote of the electors of the City of Miami Beach.

The proposed Overlay District would increase the zoned floor area ratio from 2.0 to 3.0. Pursuant to the City Charter the proposed change would require a vote of the electors of the City. The vote must occur prior to the second reading of the proposed Ordinance amendment.

Comprehensive Plan Issues
This application includes a text amendment to the Policy 1.2 of the Future Land Use element of the Compressive Plan. Under Section 163.3184(2), F.S., this amendment shall follow the expedited state review process for adoption of comprehensive plan amendments. This process requires a public hearing by the local planning agency (Planning Board), a public transmittal hearing before the City Commission, after which the amendment must be transmitted to several state agencies for a 30-day review period, and a final adoption public hearing before the City Commission. The amendment is effective 31 days after it is adopted if there are no appeals.

Interlocal Agreement for Public School Facility Planning
The 2005 Florida Legislature adopted laws which are incorporated in the Florida Statutes, requiring each local government to adopt an intergovernmental coordination element as part of their comprehensive plan, as well as a statutory mandate to implement public school concurrency. The overlay district as proposed does not increase the maximum residential density; therefore a preliminary school concurrency determination is not necessary.

Final site plan approval of any proposed development on the site is contingent upon meeting Public School Concurrency requirements and the applicant will be required to obtain a valid School Concurrency Determination Certificate (Certificate) issued by the Miami-Dade County Public Schools. Such Certificate will state the number of seats reserved at each school level. In the event sufficient seats are not available, a proportionate share mitigation plan shall be incorporated into a tri-party development agreement and duly executed prior to the issuance of a Building Permit.

PLANNING BOARD REVIEW
On June 23, 2015, the Planning Board (by a 6-0 vote) transmitted the proposed Ordinances to the City Commission with a favorable recommendation.

FISCAL IMPACT
In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

CONCLUSION

The Administration recommends that the City Commission:

1. Accept the recommendation of the Land Use and Development Committee via separate motion.

2. Transmit the proposed Comprehensive Plan Amendment to the applicable review agencies pursuant to 163.3184(2), F.S. and set the Adoption Public Hearing for December 9, 2015.

3. Approve the Overlay Ordinance Amendment at First Reading and set a Second Reading Public Hearing for December 9, 2015.

4. Direct the City Attorney to prepare ballot language for the proposed FAR increase.

JLM/JMJ//TRM/RAM
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COMPREHENSIVE PLAN – OCEAN TERRACE OVERLAY

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING POLICY 1.2 OF THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN PURSUANT TO THE PROCEDURES IN SECTION 163.3184(3), FLORIDA STATUTES, BY MODIFYING THE MEDIUM INTENSITY COMMERCIAL CATEGORY (CD-2) AND THE MIXED USE ENTERTAINMENT CATEGORY (MXE) TO ESTABLISH THE 'OCEAN TERRACE OVERLAY' IN ORDER TO ALLOW FOR AN F.A.R. OF 3.0 WITHIN ITS BOUNDARIES; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City desires to encourage private property owners to assemble and redevelop properties comprehensively rather than piecemeal; and

WHEREAS, the City of Miami Beach seeks to encourage and incentivize new development within the Ocean Terrace corridor; and

WHEREAS, the City of Miami Beach desires to create an overlay zoning district for the two-block area located between Ocean Terrace and Collins Avenue in-between 73rd and 75th Streets; and

WHEREAS, the Planning Board, at its meeting dated June 23, 2015 by a vote of 6-0 recommended in favor of the Ordinance; and

WHEREAS, the amendment set forth below is necessary to accomplish all of the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. The following amendment to the Medium Density Commercial Category (CD-2) and the Mixed Use Entertainment Category (MXE) in Policy 1.2 of the City's Comprehensive Plan Future Land Use Element is hereby adopted:

Medium Intensity Commercial Category (CD-2)

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new medium intensity commercial areas which serve the entire City.

Uses which may be Permitted: Various types of commercial uses including business and professional offices, retail sales and service establishments, eating and drinking establishments; apartment residential uses; apartment hotels; and hotels.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through

a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 100 dwelling units per acre; 80 units per acre for properties within the Ocean Terrace Overlay.

Intensity Limits: a floor area ratio of 1.5 for commercial; 2.0 for residential or mixed use; 3.0 for properties with a lot size equal to or greater than 20,000 square feet within the Ocean Terrace Overlay.

Mixed Use Entertainment Category (MXE)

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new mixed use areas which accommodate residential, hotel and commercial development.

Uses which may be permitted: Apartments, apartment hotels, hotels and various types of commercial uses including, business and professional offices (but not medical or dental offices), retail sales and service establishments, and eating and drinking establishments.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 100 dwelling units per acre; 80 units per acre for properties within the Ocean Terrace Overlay.

Intensity Limits: a floor area ratio of 2.0; 3.0 for properties with a lot size equal to or greater than 20,000 square feet within the Ocean Terrace Overlay.

SECTION 2.

The Ocean Terrace Overlay shall be designated on the City's Future Land Use Map for the properties identified in the attached map, as Exhibit A, incorporated by reference herein.

SECTION 3. REPEALER.

All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. CODIFICATION

It is the intention of the City Commission that this Ordinance be entered into the Comprehensive Plan, and it is hereby ordained that the section of the Ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word. The Exhibits to this Ordinance shall not be codified, but shall be kept on file with this Ordinance in the City Clerk's Office.

SECTION 6. TRANSMITTAL

The Planning Director is hereby directed to transmit this Ordinance to the appropriate state, regional and county agencies as required by applicable law.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect 31 days after adoption pursuant to Section 163.3184(3), Florida Statutes.

PASSED and ADOPTED this _____ day of _____, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO FORM
AND LANGUAGE
AND FOR EXECUTION

_____ 6-24-15
City Attorney Date

First Reading/Transmittal: July 8, 2015
Second Reading/Adoption: December 9, 2015

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes removed language

[Sponsor: Commissioner Wolfson; co-sponsors: Commissioner Grieco, Commissioner Malakoff and Commissioner Weithorn)

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OCEAN TERRACE OVERLAY – LDR AMENDMENTS

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE III "OVERLAY DISTRICTS", CREATING DIVISION 10 "OCEAN TERRACE OVERLAY", TO MODIFY THE APPLICABLE SETBACKS AND ALLOWABLE ENCROACHMENTS, INCREASE THE ALLOWABLE HEIGHT TO 250 FEET FOR RESIDENTIAL USES AND 125 FEET FOR HOTEL USES, INCREASE THE ALLOWABLE FLOOR AREA TO 3.0, TO LIMIT THE MAXIMUM FLOORPLATE OF THE TOWER PORTION OF NEW BUILDINGS, TO PROVIDE A MINIMUM BUILDING SEPARATION FOR THE TOWER PORTION OF NEW BUILDINGS, TO MODIFY THE ALLOWABLE MAIN, CONDITIONAL AND ACCESSORY USES; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, the corridor of Collins Avenue between 73rd and 75th Streets was a vibrant commercial corridor that served the retailing needs of the local neighborhood and tourists in the 1950s and 1960s; and

WHEREAS, the Collins Avenue corridor and area surrounding Ocean Terrace has deteriorated and seen limited improvement over the years, and has faced financial constraints and neighborhood adjustments that have diminished the general condition of the neighborhood; and

WHEREAS, the City of Miami Beach seeks to encourage and incentivize new development within the Ocean Terrace and Collins Avenue corridor; and

WHEREAS, the City desires to encourage private property owners to assemble and redevelop properties comprehensively rather than in a piecemeal fashion; and

WHEREAS, the City of Miami Beach desires to create an overlay zoning district for the two-block area located between Ocean Terrace and Collins Avenue in-between 73rd and 75th Streets, which overlay may assist in improving the neighborhood by providing stimulus to the community through new commercial and residential uses, as well as other design criteria and density limits to encourage reinvestment; and

WHEREAS, the purpose of the Ocean Terrace Overlay district is to stimulate neighborhood revitalization, encourage new development and renovation of important historic buildings within the Ocean Terrace/Collins Avenue corridor, and improve the pedestrian environment of the neighborhood; and

WHEREAS, pursuant to Section 1.03(c) of the City Charter, the floor area ratio of any property within the City of Miami Beach shall not be increased by zoning, transfer, or any other means from its current zoned floor area ratio as it exists on the date of adoption of this Charter Amendment [November 7, 2001], including any limitations on floor area ratios which are in effect by virtue of development agreements through the full term of such agreements, unless any such

increase in zoned floor area ratio for any such property shall first be approved by a vote of the electors of the City of Miami Beach; and

WHEREAS, the Planning Board, at its meeting dated June 23, 2015 by a vote of 6-0 recommended in favor of the Ordinance; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

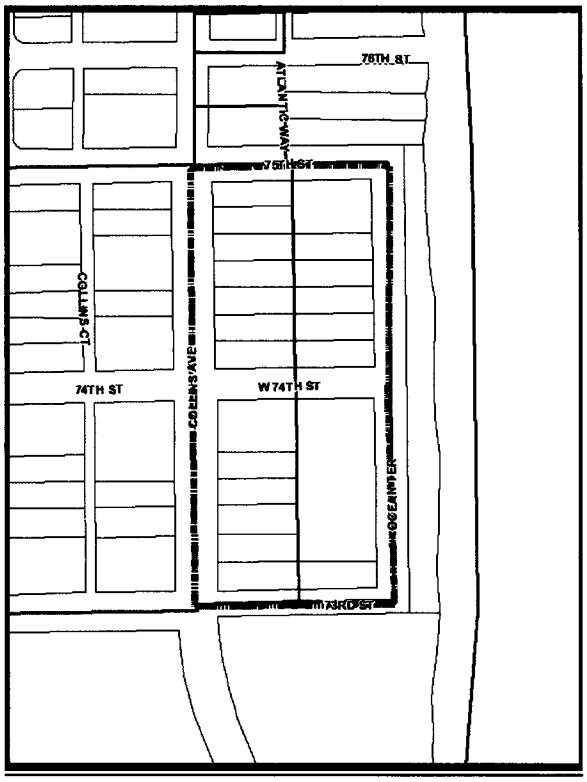
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 142, Article III entitled "Overlay Districts", Division 10 "Ocean Terrace Overlay" is hereby created as follows:

DIVISION 10. OCEAN TERRACE OVERLAY

Sec. 142-874. Location and purpose.

(a) The overlay regulations of this division shall apply to the properties identified in the Map below:



(b) The purpose of this overlay district is to:

(1) Stimulate neighborhood revitalization and encourage new development and renovation of important historic buildings within the Ocean Terrace / Collins Avenue corridor.

(2) Encourage private property owners to assemble and redevelop properties comprehensively rather than in a piecemeal fashion.
(3) Improve the pedestrian environment of the neighborhood.

Sec. 142-875. Compliance with regulations.
The following overlay regulations shall apply to the Ocean Terrace Overlay. All development regulations in the underlying regulations shall apply, except as follows:

(a) Setbacks.
(1) When a lot or combination of lots abuts two (2) or more streets, the required yards shall be classified as follows:
a. Front. The areas abutting Collins Avenue and Ocean Terrace.
b. Side, Street. The areas abutting either 75th, 74th or 73rd Streets.
c. Side, Interior. The areas abutting an adjacent property. For a lot or combination of lots that have two front setbacks as defined in this section, the remaining yards not facing a street shall be classified as a side interior.
(2) Pedestal.
a. Front:
1. For buildings situated on properties with an underlying designation of CD-2, zero (0) feet.
2. For buildings situated on properties with an underlying designation of MXE, five (5) feet.
b. Side street, zero (0) feet, regardless of the underlying zoning designation.
c. Side interior.
1. For buildings situated on properties with an underlying designation of CD-2, 0 feet.
2. For buildings situated on properties with an underlying designation of MXE, 7.5 feet.
(3) Tower.
a. Front.
1. For buildings situated on properties with an underlying designation of CD-2, 20 feet.
2. For buildings situated on properties with an underlying designation of MXE, 30 feet.
b. Side street. 20 feet regardless of the underlying zoning designation.
c. Side interior. 20 feet regardless of the underlying zoning designation.
(4) Subterranean. Zero (0) feet for all yards regardless of the underlying zoning designation.

(b) Allowable encroachments and projections shall be consistent with Section 142-1132, with the following exceptions:
(1) Exterior unenclosed private balconies.
a. For buildings situated on properties with an underlying designation of CD-2, allowable encroachment is 7.5 feet into any required yard.
b. For buildings situated on properties with an underlying designation of MXE:

1. Allowable front yard encroachment is eight (8) feet.
2. Allowable side interior yard encroachment is six (6) feet.

(2) Ground level porches, platforms and terraces (not to exceed 30 inches above sidewalk elevation) are allowed to project into a required yard for a distance not to exceed five (5) feet.

(c) Height.

(1) For main use residential buildings: lot area less than 20,000 square feet—the maximum height is based on the underlying zoning regulations; lot area equal to or greater than 20,000 square feet and having frontage on both Collins Avenue and Ocean Terrace—250 feet.

(2) For main use hotel buildings: lot area less than 20,000 square feet—the maximum height is based on the underlying zoning regulations; lot area equal to or greater than 20,000 square feet and having frontage on both Collins Avenue and Ocean Terrace —125 feet.

(3) All other buildings the maximum height is as provided in the underlying zoning regulations.

(4) The maximum number of stories is 22 stories.

(d) Floor Area Ratio.

(1) Lot area less than 20,000 square feet - maximum FAR is based on the underlying zoning regulations.

(2) Lot area equal to or greater than 20,000 square feet and having frontage on both Collins Avenue and Ocean Terrace - regulated as follows:

a. For properties with an underlying CD-2 designation:

1. The maximum base floor area ratio is 1.5, which can be allocated amongst all of the permitted uses.
2. Additional FAR of 1.5 (3.0 total maximum) shall be permitted for residential or hotel (and permitted accessory uses to residential and hotel) floor area only.

b. For properties with an underlying MXE designation: the maximum floor area ratio is:

1. The maximum base floor area ratio is 2.0, which can be allocated amongst all of the permitted uses.
2. Additional FAR of 1.0 (3.0 total maximum) shall be permitted for residential or hotel (and permitted accessory uses to residential and hotel) floor area only.

(e) Floor plate. The maximum floor plate size for the tower portion of a building is 10,000 square feet, including balconies, per floor. The Historic Preservation Board may allow for an increase in the overall floor plate, up to a maximum of 15,000 square feet, including balconies, per floor, in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations.

(f) Building separation. All new construction shall comply with the following, as applicable:

(1) The minimum horizontal separation between the tower portion of two (2) buildings, including balconies, is 60 feet.

(2) At the discretion of the historic preservation board, two (2) buildings used as a hotel may be connected in the tower portion of the buildings by a one-story, enclosed pedestrian bridge, for circulation purposes only.

(3) At the discretion of the historic preservation board, the separation requirement between two (2) existing contributing structures, or between an existing contributing structure and a new building, may be waived in accordance with the certificate of appropriateness criteria in chapter 118, article X of these land development regulations.

(g) Permitted Uses.

(1) The main permitted uses in the Ocean Terrace Overlay District are:

a. Apartments;
b. Apartment/hotels;
c. Hotels;
d. Commercial;
e. Uses that serve alcoholic beverages as listed in Chapter 6 (alcoholic beverages) or as specified elsewhere in the Land Development Regulations.

(2) The conditional uses in the Ocean Terrace Overlay District are:

a. Public and private cultural institutions open to the public;
b. Banquet facilities, defined as an establishment that provides catering and entertainment to private parties on the premises and are not otherwise accessory to another main use;
c. Outdoor entertainment establishments;
d. Neighborhood impact establishments;
e. Open air entertainment establishments;
f. Main use parking garages;
g. Public and private institutions.

(h) Additional Development Regulations. Buildings with frontage on Collins Avenue shall have either retail or restaurant uses (which may include neighborhood impact establishment uses) on the front 50 feet of depth of the ground floor with an entrance that opens onto Collins Avenue.

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and, the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.
This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO FORM
AND LANGUAGE
AND FOR EXECUTION

6-24-15
City Attorney Date

First Reading: July 8, 2015
Second Reading: December 9, 2015 (Subject to Voter Approval of FAR Increase)

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes removed language

[Sponsor: Commissioner Wolfson; co-sponsors: Commissioner Grieco, Commissioner Malakoff and Commissioner Weithorn]

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583

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that the following public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:35 a.m.
An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Florida, Entitled Miscellaneous Offenses," By Amending Article I, Entitled "In General," By Amending Section 70.1, Entitled "State Misdemeanors," By Creating Subsection (C) Which Provides Civil Penalties For The Possession Of Cannabis (Marijuana) For Amounts Under 20 Grams And Possession Of Drug Paraphernalia; And Setting Forth Penalties And Enforcement Responsibilities For A Violation Of Subsection 70-1(C)(1) And (2); Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:40 a.m.
An Ordinance Amending Chapter 66, "Marine Structures, Facilities And Vehicles," Article IV, "Vessels," Section 66-151, "Launching And Hauling," To Authorize The Installation Of "Tow-Away Zone" Signs Along Public Seawalls And To Authorize Towing; Providing For Repealer; Codification; Severability And An Effective Date. *Inquiries may be directed to the Police Department at 305.673.7900.*

10:45 a.m.
An Ordinance Amending The Land Development Regulations (LDRs) Of The City Code, At Chapter 118, Entitled "Administrative And Review Procedures," Article VI "Design Review Procedures, By Modifying Section 118-252, Entitled "Applicability And Exemptions" To Exclude From Design Review Board Review City Applications Relating To Stormwater Pump Stations; Providing For Codification, Repealer, Severability And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:50 a.m.
An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," Article II, Entitled "Public Places," Division 3, Entitled "Alcoholic Beverages," By Amending Section 70-87 Thereof To (1) Clarify That The Consumption, Service, Sale, Or Possession Of Open Containers Of Alcoholic Beverages At Sidewalk Cafes Is Only Permitted During The Hours Set Forth In Chapter 6 Of The City Code, (2) Clarify That Alcoholic Beverage Establishments Shall Not Allow Any Person To Take From The Premises Any Opened Alcoholic Beverage Container Or Any Open Or Unsealed Container Of Alcoholic Beverages, And (3) Amend The Enforcement And Penalty Provisions; And Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:55 a.m.
An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article II, Entitled "City Commission," By Amending Section 2-11, Entitled "Time Of Regular Meetings" And Section 2-12, Entitled "Meeting Agendas," By Amending The Requirements And Procedures Relating To City Commission Meetings And Agendas; Providing For Repealer, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

X **11:00 a.m.**
An Ordinance Amending Policy 1.2 Of The Future Land Use Element Of The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying The Medium Intensity Commercial Category (CD-2) And The Mixed Use Entertainment Category (MXE) To Establish The 'Ocean Terrace Overlay' In Order To Allow For An F.A.R. Of 3.0 Within Its Boundaries; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

X **11:00 a.m.**
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations", Article III "Overlay Districts", Creating Division 10 "Ocean Terrace Overlay", To Modify The Applicable Setbacks And Allowable Encroachments, Increase The Allowable Height To 250 Feet For Residential Uses And 125 Feet For Hotel Uses, Increase The Allowable Floor Area To 3.0, To Limit The Maximum Floorplate Of The Tower Portion Of New Buildings, To Provide A Minimum Building Separation For The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional And Accessory Uses; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

2:00 p.m.
A Resolution Of The Chairperson And Members Of The Miami Beach Redevelopment Agency (RDA), Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, On First Reading Of This Resolution, And Approving, A Lease Agreement Between The RDA (Landlord) And Cubiche 105, LLC (Tenant), In Connection With The Use Of Suite Nos. 1-3 At The Anchor Shops, Located At 1555 Washington Avenue, Miami Beach, Florida (Premises), For A Term Of Nine (9) Years And Three Hundred And Sixty Four (364) Days From Rent Commencement, With Two (2) Renewal Options, For Five (5) Years Each; Further Waiving, The Competitive Bidding Requirement In Section 82-39(a) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City/RDA; Referring The Proposed Lease To The Planning Board, For Review And Approval, As Required Pursuant To Section 1.03(b)(4) Of The City Charter, And Setting A Public Hearing, As Required Pursuant To Section 82-37(a)(2) Of The City Code, For Second (And Final) Reading And Public Hearing. *Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7193.*

Dr. Stanley Sutnick Citizen's Forum – Pursuant to Resolution No. 2013-28440, the times for the Dr. Stanley Sutnick Citizen's Forum are **8:30 a.m.** and **1:00 p.m.**, or as soon as possible thereafter. Approximately thirty minutes will be allocated to each session, with individuals being limited to no more than three minutes or for a period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

MIAMIBEACH 1915 • 2015

CITY OF MIAMI BEACH

NOTICE OF AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF MIAMI BEACH CODE OF ORDINANCES

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the following first reading/public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015 at 11:00 a.m.**, or as soon thereafter as the matter can be heard:

COMPREHENSIVE PLAN – OCEANTERRACE OVERLAY
An Ordinance Amending Policy 1.2 Of The Future Land Use Element Of The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying The Medium Intensity Commercial Category (CD-2) And The Mixed Use Entertainment Category (MXE) To Establish The 'Ocean Terrace Overlay' In Order To Allow For An F.A.R. Of 3.0 Within Its Boundaries; Providing For Repealer; Severability; Codification; And An Effective Date.

OCEANTERRACE OVERLAY – LDR REVISIONS
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations", Article III "Overlay Districts", Creating Division 10 "Ocean Terrace Overlay", To Modify The Applicable Setbacks And Allowable Encroachments, Increase The Allowable Height To 250 Feet For Residential Uses And 125 Feet For Hotel Uses, Increase The Allowable Floor Area To 3.0, To Limit The Maximum Floorplate Of The Tower Portion Of New Buildings, To Provide A Minimum Building Separation For The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional And Accessory Uses; Providing For Repealer; Severability; Codification; And An Effective Date.

Inquiries may be directed to the Planning Department at 305.673.7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. These items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. Any one of these items may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado
City Clerk

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Condensed Title:

First Reading to consider an Ordinance that establishes separate, reduced setback requirements for commercial buildings that do not contain any hotel or residential units within the MXE (Mixed Use Entertainment) District.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING

The subject Ordinance would allow for more appropriate, context sensitive retail development, by reducing the front and side facing the street setback requirements for a purely retail development of 2-stories or less, to five (5) feet.

The Land Use and Development Committee discussed the proposed Ordinance on September 3, 2014, and recommended approval of the Ordinance as proposed. The Ordinance was approved at First Reading on October 22, 2014. At Second Reading on November 19, 2014, the item did not move forward due to the lack of a second to a motion to approve.

On March 11, 2015, at the request of Commissioners Michael Grieco and Joy Malakoff, the City Commission agreed to have the matter placed on the April 15, 2015 Commission agenda, for a new First Reading. On April 15, 2015, the matter was not approved at First Reading. On May 6, 2015, at the request of Commissioner Jonah Wolfson, the matter was re-considered and a new First Reading date was set for June 10, 2015. On June 10, 2015, the item was deferred to July 8, 2015.

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and schedule a Second Reading Public Hearing for September 2, 2015.

Advisory Board Recommendation:

On September 23, 2014, the Planning Board (vote of 5-1), transmitted the attached proposal to the City Commission with a favorable recommendation. (Planning Board File No. 2211).

On April 14, 2015, the Historic Preservation Board recommended in favor of the Ordinance.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R5J

DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015 **FIRST READING**

SUBJECT: **MXE Setback Regulations**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDRs) OF THE CITY CODE, CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS'", DIVISION 13, "MXE MIXED USE ENTERTAINMENT DISTRICT," AT SECTION 142-547, "SETBACK REQUIREMENTS," BY AMENDING THE SETBACK REQUIREMENTS TO INCLUDE SEPARATE, REDUCED SETBACK REQUIREMENTS FOR COMMERCIAL BUILDINGS THAT DO NOT CONTAIN ANY HOTEL OR RESIDENTIAL UNITS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY, AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission accept the recommendation of the Land Use and Development Committee via separate motion; and approve the attached Ordinance at First Reading, and schedule a Second Reading Public Hearing for September 2, 2015.

BACKGROUND

On July 23, 2014, at the request of Commissioner Michael Grieco, the City Commission referred an amendment to the Land Development Regulations in the MXE Zoning District, as they apply to non-hotel uses, to the Land Use and Development Committee and the Planning Board (item C4N). The Land Use and Development Committee discussed the proposed Ordinance on September 3, 2014, and recommended approval of the Ordinance as proposed.

The Ordinance was approved at First Reading on October 22, 2014. At Second Reading on November 19, 2014, the item did not move forward due to the lack of a second to a motion to approve.

On March 11, 2015, at the request of Commissioners Michael Grieco and Joy Malakoff, the City Commission agreed to have the matter placed on the April 15, 2015 Commission agenda, for a new First Reading. The Commission also requested that the Historic Preservation Board (HPB) review the Ordinance prior to April 15, 2015, in order to provide input.

On April 14, 2015, the HPB reviewed the proposed Ordinance and recommended in favor. On April 15, 2015, the City Commission did not approve the subject Ordinance at First Reading. On May 6, 2015, at the request of Commissioner Jonah Wolfson, the City Commission agreed to have the matter placed on the June 10, 2015 Commission agenda, for a new First Reading.

ANALYSIS

The setback regulations in the MXE zoning district were created based upon the historic pattern of typical hotel development along Collins Avenue. Elevated front porches along the front elevations, with open courtyards along the street side elevations, characterize such historic fabric. The MXE district provides requirements as to the depth and length of such porches as well as the length and square footage of the required courtyard spaces.

While these regulations have been successful and can readily be accommodated when applied to larger residential, hotel, or mixed-use developments, they have not been as effective when applied to smaller, single tenant retail projects. For stand-alone retail buildings, such requirements create an awkward building typology. For instance, if a project does not provide the required porch and open space, the required front setback is 20 feet, which for a retail project, is antithetical to good urban design.

The proposed Ordinance amendment would allow for more appropriate, context sensitive retail development, by reducing the front and side facing the street setback requirements for a purely retail development of 2-stories or less, to five (5) feet. Such a setback would allow for an expanded sidewalk up to the building line, and the incorporation of street trees along the street fronts.

PLANNING BOARD REVIEW

On September 23, 2014, the Planning Board (by a 5-1 vote) transmitted the proposed Ordinance to the City Commission with a favorable recommendation.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

SUMMARY

On June 10, 2015 the item was deferred to the July 8, 2015 meeting, at the request of the sponsor.

CONCLUSION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and schedule a Second Reading Public Hearing for September 2, 2015.

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MXE Setbacks

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDRs) OF THE CITY CODE, CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS'", DIVISION 13, "MXE MIXED USE ENTERTAINMENT DISTRICT," AT SECTION 142-547, "SETBACK REQUIREMENTS," BY AMENDING THE SETBACK REQUIREMENTS TO INCLUDE SEPARATE, REDUCED SETBACK REQUIREMENTS FOR COMMERCIAL BUILDINGS THAT DO NOT CONTAIN ANY HOTEL OR RESIDENTIAL UNITS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach recognizes the unique character of the Ocean Drive – Collins Avenue MXE district and the Ocean Terrace MXE district; and

WHEREAS, the MXE district is composed of a mixture of uses, including hotels, residential, and commercial development; and

WHEREAS, the current setback regulations, including porch and courtyard requirements are most applicable to hotel, residential, and mixed-use development; and

WHEREAS, the City recognizes that for purely lower scale retail development, different setback regulations are warranted in order to ensure an active urban design character; and

WHEREAS the Planning Board, at its meeting dated September 23, 2014 by a vote of 5-1 recommended in favor of the Ordinance; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

SECTION 1. Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations", Division 13, "MXE Mixed Use Entertainment District," Section 142-547, "Setback requirements," is hereby amended as follows:

* * *

Sec. 142-547. Setback requirements.

(a) The setback requirements for the MXE mixed use entertainment district are as follows:

(1) *Front.*

a. Oceanfront: Pedestal and tower, 50 feet; however, sculptures, fountains or architectural features when approved by the design review board are permitted in the required front yard.

b. Non-oceanfront:

1. Pedestal, ten feet.

2. Lots 100 feet in width or greater, 20 feet; for buildings with a ten-foot-deep covered front porch running substantially the full width of the building front, the front setback shall be five feet. Furthermore, for lots 100 feet in width or greater that contain hotel or apartment units, the front setback shall be extended to include at least one courtyard, open to the sky, with a minimum width of ten feet and a minimum area of three square feet for every linear foot of lot frontage.

3. Tower, 50 feet.

4. Notwithstanding the foregoing, for a building containing exclusively retail uses, not exceeding two (2) stories in height, with a lot line on Collins Avenue, the minimum pedestal setback shall be five (5) feet.

(2) *Side, interior.*

a. Oceanfront: Pedestal and tower, 15 percent of the lot width.

b. Nonoceanfront:

1. Architectural district, five feet.

2. All other areas:

i. Pedestal, five feet.

ii. Tower, 7.5 feet.

(3) *Side, facing a street.*

a. Oceanfront: Pedestal and tower, 15 percent of the lot width, plus five feet.

b. Nonoceanfront: Ten percent of the lot width plus five feet, not to exceed 25 feet. However, lots less than 100 feet in width shall have a minimum setback of five (5) feet.

1. Nonoceanfront structures may comply with these requirements or have the option of the following:

i. Pedestal, five (5) feet.

ii. Tower, 7.5 feet.

2. Provided that nonoceanfront lots 100 feet or greater in width shall incorporate the following, which may be waived at the discretion of the historic preservation board, consistent with the certificate of appropriateness criteria, contained in chapter 118, article X, for a building containing exclusively retail uses, not exceeding two (2) stories in height, with a lot line on Collins Avenue:

i. A ten-foot-deep porch running substantially the full side length of the building, with a minimum floor-to-ceiling height of 12 feet; and

ii. One courtyard, open to the sky, with a minimum of 1,000 square feet and a minimum average depth of 20 feet. The long edge of the courtyard shall be along the side property line. The area of the courtyard shall be increased by an additional 50 square feet for every one foot of building height above 30 feet as measured from grade.

(4) *Rear.*

a. Oceanfront: 25 percent of the lot depth or 75 feet minimum from the bulkhead line, whichever is greater.

b. Nonoceanfront:

1. Architectural district, zero (0) feet if abutting an alley, otherwise ten feet.

2. All other areas, ten feet.

(b) Existing structures which are being substantially renovated are permitted to retain the existing setback areas; however, the setback area shall not be reduced. When additional floors are

constructed, they shall be permitted to retain the same setbacks as the existing floors. The provisions of section 118-398 relating to bulk shall not be applicable to the foregoing setback requirements.

(c) For the setback criteria above that applies exclusively to retail uses, a restrictive covenant in a form acceptable to the city attorney, committing the property to such use, shall be recorded prior to the issuance of any building permit for such retail use.

* * *

SECTION 2. REPEALER
All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 3. CODIFICATION
It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. SEVERABILITY
If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE
This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM
AND LANGUAGE
AND FOR EXECUTION

5-12-15
City Attorney Date

First Reading: June 10, 2015
Second Reading: July 8, 2015

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

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Condensed Title:

First Reading to consider an Ordinance that amends the requirements and procedures for the retention of architecturally significant single-family homes.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING

Section 142-108 (g)(2) of the Land Development Regulations details various incentives that are provided for the retention and preservation of 'Architecturally Significant' single-family homes. The proposed amendment would modify the applicability of the incentives to ensure that they only apply to homes located outside of locally designated historic districts.

On May 27, 2015, the Land Use and Development Committee recommended that the Ordinance be sent to the Planning Board with a favorable recommendation.

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and schedule a Second Reading Public Hearing for September 2, 2015.

Advisory Board Recommendation:

On June 23, 2015, the Planning Board (vote of 6-0), transmitted the attached proposal to the City Commission with a favorable recommendation. (Planning Board File No. 2261).

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015 **FIRST READING**

SUBJECT: **Incentives for Architecturally Significant Single Family Homes**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR's) OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," SECTION 142-108, "PROVISIONS FOR THE DEMOLITION OF SINGLE-FAMILY HOMES LOCATED OUTSIDE OF HISTORIC DISTRICTS;" BY AMENDING THE REQUIREMENTS AND PROCEDURES FOR THE RETENTION OF ARCHITECTURALLY SIGNIFICANT SINGLE-FAMILY HOMES; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission accept the recommendation of the Land Use and Development Committee via separate motion; and approve the attached Ordinance at First Reading, and schedule a Second Reading Public Hearing for September 2, 2015.

BACKGROUND

On April 15, 2015, at the request of Commissioner Malakoff, the City Commission referred the attached Ordinance amendment (Item C4C) to the Land Use and Development Committee. The item was simultaneously referred to the Planning Board.

On May 27, 2015, the Land Use and Development Committee recommended that the Ordinance be sent to the Planning Board with a favorable recommendation.

ANALYSIS

Section 142-108 (g)(2) of the Land Development Regulations details various incentives that are provided for the retention and preservation of 'Architecturally Significant' single-family homes. These incentives, which are applicable to homes constructed prior to 1966, include increases in unit size, lot coverage and height.

As currently written, these incentives can be applied to single-family homes located in locally designated historic districts, provided the home is designated as a standalone historic structure by the Historic Preservation Board. Since modification and demolition of homes located in locally designated historic districts is subject to the approval of the Historic Preservation Board, additional incentives to retain and preserve such homes have been questioned.

The proposed amendment would modify the applicability of the incentives to ensure that they only apply to homes located outside of locally designated historic districts. The Ordinance amendment would modify Section 142-108 (g)(2)(l) of the Land Development Regulations as follows:

> *l. The above regulations shall also be applicable to:*
> 1. *Any single-family home designated as an historic structure by the historic preservation board**, and not located within a locally designated historic district**.*

PLANNING BOARD REVIEW

On June 23, 2015, the Planning Board (by a 6-0 vote) transmitted the proposed Ordinance to the City Commission with a favorable recommendation.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

CONCLUSION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and schedule a Second Reading Public Hearing for September 2, 2015.

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INCENTIVES FOR ARCHITECTURALLY SIGNIFICANT SINGLE FAMILY HOMES

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR's) OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," SECTION 142-108, "PROVISIONS FOR THE DEMOLITION OF SINGLE-FAMILY HOMES LOCATED OUTSIDE OF HISTORIC DISTRICTS;" BY AMENDING THE REQUIREMENTS AND PROCEDURES FOR THE RETENTION OF ARCHITECTURALLY SIGNIFICANT SINGLE-FAMILY HOMES; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach has the authority to enact laws which promote the public health, safety and general welfare of its citizens; and

WHEREAS, the City of Miami Beach Land Development Regulations ("LDRs") provides for the regulation of land within the City; and

WHEREAS, the Planning Board, at its meeting dated June 23, 2015, by a vote of 6-0, recommended in favor of the Ordinance; and

WHEREAS, the amendments set forth below are necessary to accomplish the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 2, "Single Family Residential Districts," of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 142-108. - Provisions for the demolition of single-family homes located outside of historic districts.

* * *

(g) *New construction requirements for properties containing a single-family home constructed prior to 1942.*

* * *

(2) Regulations for additions to architecturally significant homes which are substantially retained and preserved. In addition to the development regulations and area requirements of section 142-105, of the land development regulations of the City Code, the following shall apply in the event an architecturally significant single-family home constructed prior to 1942 is substantially retained and preserved. In the event of a conflict between the

provisions of section 142-105, 142-106 and section 118-252, and the regulations below, the provisions herein shall control:

a. *Review criteria.* The proposed addition and modifications to the existing structure may be reviewed at the administrative level, provided that the review criteria in section 142-105 have been satisfied, as determined by the planning director or designee. The design of any addition to the existing structure shall take into consideration the scale, massing, building orientation and siting of the original structure on the subject site.
b. *Lot coverage.* The total lot coverage may be increased to, but shall not exceed 40 percent, and may be approved at the administrative level, provided that the review criteria in section 142-105 have been satisfied, as determined by the planning director or designee. In the event the lot coverage of the existing structure exceeds ~~35 [40]~~ percent, no variance shall be required to retain and preserve the existing lot coverage and a second level addition shall be permitted, provided it does not exceed 60 percent of the footprint of the existing structure; no lot coverage variance shall be required for such addition.
c. *Unit size.* The total unit size may be increased to, but shall not exceed 60 percent, and may be approved at the administrative level, provided that the review criteria in section 142-105 have been satisfied, as determined by the planning director or designee.
d. *Heights for RS-3 and RS-4.* For lots zoned RS-4 with a minimum lot width of 60 feet, or lots zoned RS-3, the height for ground level additions not to exceed 50 percent of the lot coverage proposed, may be increased up to 26 feet for a flat roofed structure and 29 feet for a sloped roof structure (as measured to the mid-point of the slope) above the minimum required flood elevation, and may be approved at the administrative level, provided that the review criteria in section 142-105 have been satisfied, as determined by the planning director or designee.
e. *Heights for RS-1 and RS-2.* For lots zoned RS-1 or RS-2, the height for ground level additions not to exceed 50 percent of the lot coverage proposed may be increased up to 30 feet for a flat roofed structure and 33 feet for a sloped roof structure (as measured to the mid-point of the slope) above the minimum required flood elevation, and may be approved at the administrative level, provided that the review criteria in section 142-105 have been satisfied, as determined by the planning director or designee.
f. *Courtyards.* The minimum courtyard requirements specified in subsection 142-106(2)d. may be waived at the administrative level, provided that the review criteria in section 142-105 have been satisfied, as determined by the planning director or designee.
g. *Front setback.* Two-story structures or the second floor may encroach forward to the 20-foot front setback line, and may be approved at the administrative level, provided that the review criteria in section 142-105 have been satisfied, as determined by the planning director or designee.
h. *Second floor requirements.* The maximum second floor area of 70 percent specified in subsection 142-105(b)(3)c may be waived at the administrative level, provided that the review criteria in section 142-105 have been satisfied, as determined by the planning director or designee.
i. *Two-story ground level additions.* The construction of a ground floor addition of more than one story shall be allowed to follow the existing interior building lines, provided a minimum side setback of five feet is met, and may be approved at the administrative level, provided that the review criteria in section 142-105 have been satisfied, as determined by the planning director or designee.

j. *Projections.* Habitable additions to, as well as the relocation of, architecturally significant structures, may project into a required rear or side yard for a distance not to exceed 25 percent of the required yard, up to the following maximum projections:
   1. Interior side yard: Five feet.
   2. Street side yard: Seven feet six inches.
   3. Rear yard: Fifteen feet.

k. *Fees.* The property owner shall not be required to pay any city planning or public works department fees associated with the renovation and restoration of the existing single-family home; except that any and all non-city impact fees and other fees shall still be required.

l. The above regulations shall also be applicable to:
   1. Any single-family home designated as an historic structure by the historic preservation board, and not located within a locally designated historic district.
   2. Any single-family home constructed prior to 1966, if the owner voluntarily seeks a determination of architectural significance and if such home has been determined to be architecturally significant in accordance with section 142-108(a).

SECTION 3. REPEALER

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 4. CODIFICATION

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 5. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/24/15
Date

First Reading: July 8, 2015
Second Reading: September 2, 2015

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underline denotes new language
~~Strikethrough~~ denotes deleted language

[Sponsored by Commissioner Malakoff]

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Condensed Title:

First Reading to consider an Ordinance that amends the requirements and procedures for issuance of a demolition permit prior to the issuance of a full building permit for architecturally significant pre-1942 single family homes.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc) 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING

City Code Section 118-108 (f)(2) requires that a full building permit for new construction be issued prior to the issuance of a total demolition permit for a pre-1942 architecturally significant single family home. This regulation is in conflict with procedures set forth in the Florida Building Code (FBC), which require the demolition of a structure prior to the issuance of a permit for a proposed new building on that site. Due to this conflict, the proposed Ordinance amendment includes modifications to the current demolition procedures set forth in the LDR's that seek to balance both interests.

On June 17, 2015, the Land Use and Development Committee recommended that the Ordinance be sent to the Planning Board with a favorable recommendation.

The Administration recommends that the City Commission accept the recommendation of the Land Use and Development Committee via separate motion; and approve the attached Ordinance at First Reading, and schedule a Second Reading Public Hearing for September 2, 2015.

Advisory Board Recommendation:

On June 23, 2015, the Planning Board (vote of 6-0), transmitted the attached proposal to the City Commission with a favorable recommendation. (Planning Board File No. 2262).

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM RSL

DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015 **FIRST READING**

SUBJECT: **Demolition Procedures for Pre-1942 SF Homes**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR's) OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," SECTION 142-108, "PROVISIONS FOR THE DEMOLITION OF SINGLE-FAMILY HOMES LOCATED OUTSIDE OF HISTORIC DISTRICTS;" BY AMENDING THE REQUIREMENTS AND PROCEDURES FOR THE ISSUANCE OF A DEMOLITION PERMIT PRIOR TO THE ISSUANCE OF A FULL BUILDING PERMIT FOR ARCHITECTURALLY SIGNIFICANT PRE-1942 SINGLE FAMILY HOMES; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission accept the recommendation of the Land Use and Development Committee via separate motion; and approve the attached Ordinance at First Reading, and schedule a Second Reading Public Hearing for September 2, 2015.

BACKGROUND

On May 6, 2015, at the request of Commissioner Malakoff, the City Commission referred the subject Ordinance amendment (Item C4B) to the Land Use and Development Committee. The item was simultaneously referred to the Planning Board.

On June 17, 2015, the Land Use and Development Committee recommended that the Ordinance be sent to the Planning Board with a favorable recommendation.

ANALYSIS

On April 10, 2002, the City Commission adopted an Ordinance establishing demolition procedures for single-family homes which were constructed prior to 1942 and determined to be architecturally significant. Specifically, such procedures required Design Review Board approval for the new construction. Further, City Code Section 118-108 (f)(2) requires that a full building permit for new construction be issued prior to the issuance of a total demolition permit.

With regard to the above noted City Code requirements for obtaining a demolition permit, Planning Staff has been made aware that this regulation is in conflict with procedures set forth in the Florida Building Code (FBC), which require the demolition of a structure prior to the issuance of a permit for a proposed new building on that site. However, requiring that a new construction project be substantially permitted prior to the issuance of a total demolition permit is in the best interest of the City as it reduces speculative demolition. Due to this conflict, the proposed Ordinance amendment includes modifications to the current demolition procedures set forth in the LDR's that seek to balance both interests.

The proposed Ordinance amendment includes modifications to the existing applicable code section (Sec. 142-108 (f)(2)), to allow a total demolition permit to be issued prior to the issuance of a full building permit. Specifically, the proposed Ordinance requires that certain minimum benchmarks are achieved prior to the issuance of a demolition permit. These benchmarks include:

1. The issuance of a building permit process number for new construction; and

2. The building permit application and all required plans for the new construction shall be reviewed and approved by the Planning Department; and

3. All applicable fees for the new construction shall be paid, including but not limited to, building permit and impact fees, as well as applicable concurrency and fees in lieu of providing parking; and

4. A tree survey, if required shall be submitted and a replacement plan, if required, shall be reviewed and approved by the Greenspace Management Division; and

5. All debris associated with the demolition of the structure shall be recycled, in accordance with the applicable requirements of the Florida Building Code.

In summary, a defined set of predictable rules and procedures for the demolition of single-family homes would allow for consistency with the applicable building code. It would also discourage the demolition of viable single-family homes for speculation and prevent an excess of vacant lots. Finally, it should be noted that none of the changes suggested herein would limit or impact the ability of the Building Official to exercise discretion under the Florida Building Code to remedy emergency conditions.

PLANNING BOARD REVIEW

On June 23, 2015, the Planning Board (by a 6-0 vote) transmitted the proposed Ordinance to the City Commission with a favorable recommendation.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

CONCLUSION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and schedule a Second Reading Public Hearing for September 2, 2015.

JLM/TRM/RAM
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DEMOLITION PROCEDURES FOR PRE-1942 SF HOMES

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR's) OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," SECTION 142-108, "PROVISIONS FOR THE DEMOLITION OF SINGLE-FAMILY HOMES LOCATED OUTSIDE OF HISTORIC DISTRICTS;" BY AMENDING THE REQUIREMENTS AND PROCEDURES FOR THE ISSUANCE OF A DEMOLITION PERMIT PRIOR TO THE ISSUANCE OF A FULL BUILDING PERMIT FOR ARCHITECTURALLY SIGNIFICANT PRE-1942 SINGLE FAMILY HOMES; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach has the authority to enact laws which promote the public health, safety and general welfare of its citizens; and

WHEREAS, the City of Miami Beach Land Development Regulations ("LDRs") provides for the regulation of land within the City; and

WHEREAS, the City's Building Official, in interpreting and reviewing the Florida Building Code ("FBC") has determined that a full building permit cannot be issued while a structure remains on a site as the FBC requires the City permit to specifically identify current site conditions, which site conditions would not be consistent with a vacant lot; and

WHEREAS, if the building remains, the Building Official cannot sign-off on the plans that should reflect a vacant lot when the lot is not vacant, and

WHEREAS, due to this conflict between State law and City Code, the City Code is recommended to be modified to require compliance with all building permit payments, impact fees, etc., but not require a final issued building permit as doing so would conflict with the FBC; and

WHEREAS, the Planning Board, at its meeting dated June 23, 2015, by a vote of 6-0, recommended in favor of the Ordinance; and

WHEREAS, the amendments set forth below are necessary to accomplish the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 2, "Single Family Residential Districts," of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

DIVISION 2. RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS

Sec. 142-108. - Provisions for the demolition of single-family homes located outside of historic districts.

* * *

(f) *Issuance of demolition permits for architecturally significant homes.*

(1) Emergency demolition orders. This section shall not supersede the requirements of the applicable building code with regard to unsafe structures and the issuance of emergency demolition orders, as determined by the building official.

(2) A demolition permit for the total demolition of an architecturally significant single-family home constructed prior to 1942, shall not be issued unless ~~a full building permit for new construction has been issued.~~ all of the following criteria are satisfied:

a. the issuance of a building permit process number for new construction;

b. the building permit application and all required plans for the new construction shall be reviewed and approved by the Planning Department;

c. all applicable fees for the new construction shall be paid, including but not limited to, building permit and impact fees, as well as applicable concurrency and parking impact fees;

d. A tree survey, if required, shall be submitted and a replacement plan, if required, shall be reviewed and approved by the Greenspace Management Division;

e. ~~all debris associated with the demolition of the structure shall be re-cycled, in accordance with the applicable requirements of the Florida Building Code.~~

(3) The demolition permit shall require that all debris associated with the demolition of the structure shall be recycled, in accordance with the applicable requirements of the Florida Building Code.

SECTION 2. REPEALER

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 3. CODIFICATION

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami

Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

City Attorney 6/24/15
Date

First Reading: July 8, 2015
Second Reading: September 2, 2015

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underline denotes new language
~~Strikethrough~~ denotes deleted language

[Sponsored by Commissioner Malakoff]

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Condensed Title:

An Ordinance that amends the maximum unit size and lot coverage for certain homes on lots resulting from a lot split.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING

The proposed Ordinance would place a limit on the maximum lot coverage for any one (1) story home at 40% of the lot area and for new two story homes resulting from a lot split application at 25%, as well as cap the unit size for any new home at 40% of the lot area or such lesser number, as determined by the Planning Board, in the following instances: 1) when the new lots created do not follow the lines of the original platted lots; or 2) when the lot being divided contains an architecturally significant, pre-1942 home, that is proposed to be demolished.

On April 8, 2015, the Land Use and Development Committee recommended that the Ordinance be sent to the Planning Board with a favorable recommendation.

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and schedule a Second Reading Public Hearing for September 2, 2015.

Advisory Board Recommendation:

On June 23, 2015, the Planning Board (vote of 6-0), transmitted the attached proposal to the City Commission with a favorable recommendation. (Planning Board File No. 2263).

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015 **FIRST READING**

SUBJECT: **Single Family Home Development Regulations for Lot Splits**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY AMENDING THE MAXIMUM UNIT SIZE AND LOT COVERAGE FOR ALL HOMES ON LOTS RESULTING FROM A LOT SPLIT; PROVIDING FOR REPEALER; CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission accept the recommendation of the Land Use and Development Committee via separate motion; and approve the attached Ordinance at First Reading, and schedule a Second Reading Public Hearing for September 2, 2015.

BACKGROUND

On February 11, 2015, at the request of Commissioner Joy Malakoff, the City Commission referred an Ordinance Amendment to the Land Use and Development Committee (Item C4G), pertaining to additional restrictions and an increase in fees for single family lot split applications.

On April 8, 2015, the Land Use Committee recommended that the attached Ordinance Amendment be referred to the Planning Board. On May 6, 015, the City Commission, at the request of Commissioner Malakoff, referred the proposed ordinance to the Planning Board (Item C4A).

ANALYSIS

Any application for a division of land/lot split requires the review and approval of the

Planning Board, in accordance with the procedures and review criteria outlined in the City Code [Section 118-321(B)]:

Review Criteria. In reviewing an application for the division of lot and lot split, the Planning Board shall apply the following criteria:

1. *Whether the lots that would be created are divided in such a manner that they are in compliance with the regulations of these land development regulations.*

2. *Whether the building site that would be created would be equal to or larger than the majority of the existing building sites, or the most common existing lot size, and of the same character as the surrounding area.*

3. *Whether the scale of any proposed new construction is compatible with the as-built character of the surrounding area, or creates adverse impacts on the surrounding area; and if so, how the adverse impacts will be mitigated. To determine whether this criterion is satisfied, the applicant shall submit massing and scale studies reflecting structures and uses that would be permitted under the land development regulations as a result of the proposed lot split, even if the applicant presently has no specific plans for construction.*

4. *Whether the building site that would be created would result in existing structures becoming nonconforming as they relate to setbacks and other applicable regulations of these land development regulations, and how the resulting nonconformities will be mitigated.*

5. *Whether the building site that would be created would be free of encroachments from abutting buildable sites.*

6. *Whether the proposed lot split adversely affects architecturally significant or historic homes, and if so, how the adverse effects will be mitigated. The Board shall have the authority to require the full or partial retention of structures constructed prior to 1942 and determined by the Planning Director or designee to be architecturally significant under section 142-108 (2)*

As further expressly outlined in Section 118-321(C), the Planning Board also has the authority to restrict the size of new homes resulting from a lot split application:

> *Final decision. In granting a division of land/lot split, the planning board may prescribe appropriate conditions and safeguards, including but not limited to a condition restricting the size of new structures to be built on the resulting lots, based upon the application's satisfaction of and consistency with the criteria in subsection B above, and the board's authority under section 118-51.*

Last year the Code was amended to also require that new homes resulting from approved 'Lot Split' applications be required to obtain approval from either the Historic Preservation Board (HPB) or Design Review Board (DRB), as applicable.

As part of the review of each application for a lot split, staff prepares an analysis of similar lots within the immediate neighborhood. For example, if the lot split application is

for a waterfront lot, only existing waterfront lots are included as part of the analysis. Typically 15-20 properties are reviewed, including the average, median, and mode of the lot sizes, as well as the existing unit sizes for each of the comparison properties.

The source of the data is the Miami Dade County Property Appraiser's Office, which adjusts the size of structures by increasing or adjusting the stated square footage for outdoor covered areas such as loggias, covered patios, etc. and for non-air-conditioned garages. As per the City's definitions, in most cases these items are excluded from unit size calculations. In the Data Analysis performed by staff, a "20% allowance" is used to take into consideration a reasonable accommodation for future renovations and additions for existing homes, with the exception of homes which are already near or at the maximum square footage allowed as per City Code. Planning staff normally then recommends that the size of a new home not exceed 25% of the average of the existing homes in the immediate area.

In order to help ensure that new construction is compatible with existing neighborhood character, especially when an existing pre-1942 architecturally significant home is demolished, the proposed Ordinance would place a limit on the maximum lot coverage for any one (1) story home at 40% of the lot area and for new two story homes resulting from a lot split application at 25%, as well as cap the unit size for any new home at 40% of the lot area or such lesser number, as determined by the Planning Board, in the following instances:

1. **When the new lots created do not follow the lines of the original platted lots; or**

2. **When the lot being divided contains an architecturally significant, pre-1942 home, that is proposed to be demolished.**

Currently, the maximum lot coverage that can be permitted is 50% for one story homes and 30% for two-story structures and the maximum unit size is 50%.

For comparison purposes, staff has included a massing study (attached) comparing the current maximum requirements for unit size and lot coverage with the potential reduced requirements. The top graphic shows front and rear views of the same home with a lot coverage of 30% and a unit size of 50% of the lot area. The darker shaded portions of the home denote areas that would have to be removed to bring the lot coverage down to 25% and massing down to 40%. The bottom graphic shows the home with the additional massing removed to comply with the proposed requirements.

PLANNING BOARD REVIEW

On June 23, 2015, the Planning Board (by a 6-0 vote) transmitted the proposed Ordinance to the City Commission with a favorable recommendation.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the

long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

CONCLUSION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and schedule a Second Reading Public Hearing for September 2, 2015.

JLM/TRM/RAM
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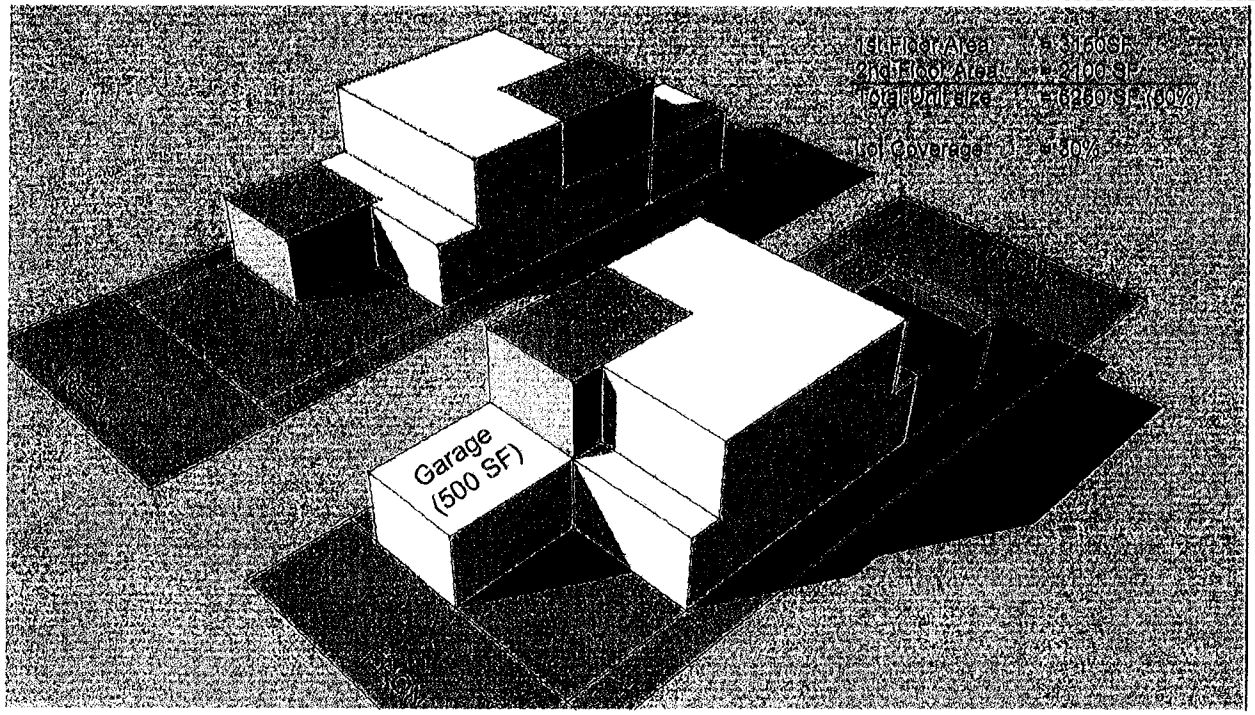
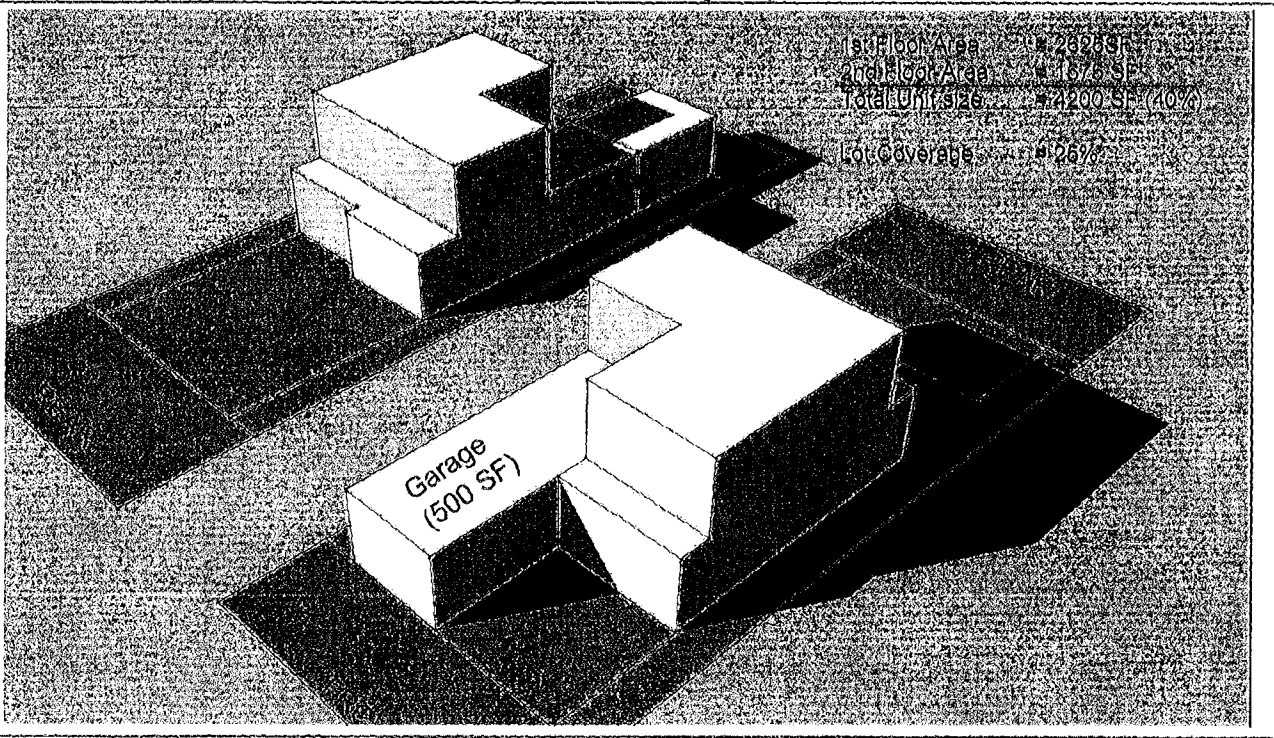


Existing Requirements - Front and Rear views of a typical home. Darker shading represents example of addional unit size and lot coverage that would no longer be permitted



Proposed Requirements - Front and Rear Views of a typical home. Maximum Lot Coverage of 25%, Maximum unit size of 40%

MIAMIBEACH

Planning Department

Single Family Home Ordinance Amendment - Lot Splits

Lot Coverage and Unit Size Massing Study comparison for a typical 10,500 SF RS-3 lot.

March 2015, City of Miami Beach Planning Department

SINGLE FAMILY HOME DEVELOPMENT REGULATIONS FOR LOT SPLITS

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY AMENDING THE MAXIMUM UNIT SIZE AND LOT COVERAGE FOR ALL HOMES ON LOTS RESULTING FROM A LOT SPLIT; PROVIDING FOR REPEALER; CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the regulation of additions and new construction in single family districts is necessary in order to ensure compatible development within the built character of the single-family neighborhoods in the City; and

WHEREAS, the identity, image and environmental quality of the City should be preserved and protected; and

WHEREAS, City Commission recently adopted modifications to the Single Family Home development regulations; and

WHEREAS, it is appropriate for the City to amend the regulations for homes on lots resulting from a lot split in order to ensure compatibility with existing neighborhood character; and

WHEREAS, these regulations will accomplish these goals and ensure that the public health, safety and welfare will be preserved in the City's single-family districts; and

WHEREAS, the Planning Board, at its meeting dated June 23, 2015 by a vote of 6-0 recommended in favor of the Ordinance; and

WHEREAS, the amendments set forth below are necessary to accomplish the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," Section 142-105, "Development Regulations and Area Requirements," of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Section 142-105. Development regulations and area requirements.

* * *

(b) The development regulations for the RS-1, RS-2, RS-3, RS-4 single-family residential districts are as follows:

* * *

(9) *Lot split*. All new construction for homes on lots resulting from a lot split application approved by the Planning Board shall be subject to the review and approval of the design review board (DRB) or historic preservation board (HPB), as applicable. The following shall apply to all newly created lots, when the new lots created do not follow the lines of the original platted lots and/or the lots being divided contain an architecturally significant, pre-1942 home, that is proposed to be demolished:

a. The maximum lot coverage for a new one-story home shall not exceed 40% of the lot area, and the maximum lot coverage for a new two-story home shall not exceed 25% of the lot area, or such lesser number, as determined by the Planning Board.

b. The maximum unit size shall not exceed 40% of the lot area for both one story and two story structures, or such lesser number, as determined by the Planning Board.

* * *

SECTION 2. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 3. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/24/15
Date

First Reading: July 8, 2015
Second Reading: September 2, 2015

Verified by: _____
Thomas R. Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes deleted language

[Sponsored by Commissioner Malakoff]

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Condensed Title:

An Ordinance pertaining to height regulations for CD-3 properties.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING

The proposed Ordinance would clarify the existing language governing height in the CD-3 district, as well as give the historic preservation board the discretion to allow certain buildings to go up to a maximum of 75 feet in height along James Avenue between 17th Street and Lincoln Road.

On January 21, 2015, the Land Use and Development Committee recommended that the Ordinance be approved and sent to the Planning Board with a favorable recommendation.

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and schedule a Second Reading Public Hearing for September 2, 2015.

Advisory Board Recommendation:

On June 23, 2015, the Planning Board (vote of 5-1), transmitted the subject Ordinance to the City Commission with an unfavorable recommendation. (Planning Board File No. 2264).

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015 **FIRST READING**

SUBJECT: **CD-3 ARCHITECTURAL DISTRICT PARKING GARAGE HEIGHTS**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, 'DISTRICT REGULATIONS", DIVISION 6, "CD-3 COMMERCIAL HIGH INTENSITY DISTRICT", BY AMENDING SECTION 142-337, "DEVELOPMENT REGULATIONS AND AREA REQUIREMENTS", TO CLARIFY AND AMEND THE MAXIMUM HEIGHT REQUIREMENTS; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission accept the recommendation of the Land Use and Development Committee via separate motion; and approve the attached Ordinance at First Reading, and schedule a Second Reading Public Hearing for September 2, 2015.

BACKGROUND

On January 14, 2015, the City Commission (Item C4L), at the request of Commissioner Jonah Wolfson, referred a discussion item to the Land Use and Development Committee (LUDC) regarding proposed amendments to the City Code pertaining to general height restrictions in the CD-3 zoning district. On January 21, 2015, the Land Use Committee discussed the item and recommended that an ordinance amendment be referred to the Planning Board.

On May 6, 2015, at the request of Commissioner Joy Malakoff, the City Commission referred the attached ordinance to the Planning Board (Item C4D).

ANALYSIS

The proposed ordinance amendment would allow lots fronting on James Avenue, bounded by 17th Street to the North and Lincoln Road to the South, to be built up to 75 feet at the discretion of the Historic Preservation Board as long as the properties provide a minimum of five (5) stories of parking, of which a minimum of 250 spaces must be

unencumbered by any use at the property.

On James Avenue between 17th Street and Lincoln Road, the current uses are mainly hotels that are classified as contributing and located within the Museum Historic District. There is a surface parking lot that spans three lots located on the east side of James Avenue that could potentially take advantage of this ordinance. The three lots have stores fronting Collins Avenue, but the rear of the lots face James Avenue. Currently, the surface parking lot has approximately sixty (60) spaces. This ordinance amendment would allow for the redevelopment of the rear of these lots into a seven (7) story structure with a minimum of five (5) stories of parking.

This particular lot is one of the few parcels in the Museum District area (generally from Lincoln Road to 23rd Street, between Collins and Washington Avenues) that can readily accommodate a multi-level parking structure. While transitioning to a less automobile dependent transportation network, the parking needs of the larger hotels in the immediate area continue to be apparent. The construction of a multi-level garage at this location could help alleviate the related traffic issues associated with a lack of parking in the area.

Additionally, the City Code already permits buildings up to 7 stories / 80 feet in height for lots fronting 17th Street. As such, a future aggregation of properties that includes a lot on 17th Street could result in new buildings at up to 7 stories / 80 feet in height, even without the proposed code change.

In the process of reviewing the proposed amendment, planning staff was able to simplify and clarify the height regulations in the CD-3 zoning district. Currently, this section of the code, which was poorly drafted and modified over time, has created problems for both staff reviewing the code, as well as property owners and architects reading the code. In this regard, staff is recommending that the entire section be stricken, and re-written in a more clear and concise form.

The following is a bullet point version of the revised, clarified language proposed within the body of the Ordinance. Other than the amendment proposed for parking structures along James Avenue (***in bold text),*** and the removal of the regulations for ocean front lots (there are no longer any ocean front lots in the CD-3 zoning district), there are no other substantive changes proposed:

<u>Maximum Building Height:</u>

- 75 Feet.
- Lots within the architectural district: 50 Feet.
- ***Notwithstanding the foregoing requirements for lots within the architectural district, for lots fronting on James Avenue, bounded by 17th Street to the North and Lincoln Road to the South, the historic preservation board, in accordance with the certificate of appropriateness criteria in chapter 118, article X, shall have discretion to allow up to 75 feet in height for those properties that provide a minimum of five (5) stories of parking, of which a minimum of 250 spaces must be unencumbered by any use at the property.***
- Lots fronting on 17th Street: 80 Feet.
- City Center Area (bounded by Drexel Avenue, 16th Street, Collins Avenue and the south property line of those lots fronting on the south side of Lincoln Road):

100 Feet.

- Notwithstanding the foregoing requirement for the City Center Area, the following additional regulations shall apply:
  The height for lots fronting on Lincoln Road and 16th Street between Drexel Avenue and Washington Avenue are limited to 50 Feet for the first 50' of lot depth.
  The height for lots fronting on Drexel Avenue is limited to 50 Feet for the first 25' of lot depth (except as provided in section 142-1161).

Maximum Number of Stories:

- 7 Stories.
- Lots within the architectural district: 5 Stories.
- ***Notwithstanding the foregoing requirements for lots within the architectural district, for lots fronting on James Avenue, bounded by 17th Street to the North and Lincoln Road to the South, the historic preservation board shall have discretion to allow up to seven (7) stories for those properties that provide a minimum of five (5) stories of parking, of which a minimum of 250 spaces must be unencumbered by any use at the property.***
- Lots fronting on 17th Street: 7 Stories.
- City Center Area (bounded by Drexel Avenue, 16th Street, Collins Avenue and the south property line of those lots fronting on the south side of Lincoln Road): 11 Stories, subject to the applicable height restrictions (except as provided in section 142-1161).

PLANNING BOARD REVIEW

On June 23, 2015, the Planning Board (by a 5-1 vote) transmitted the proposed Ordinance to the City Commission with an unfavorable recommendation. The Planning Board, while supportive of the non-substantive text changes proposed, expressed a concern with the proposed height increase, as it could result in an increase in scale, mass and height within an area currently limited to five stories / 50 feet in height.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

SUMMARY

The Planning Board expressed concerns with the proposed Ordinance, particularly as it pertains to a potential increase in scale and mass within an area that currently limits overall building heights to 5 stories / 50 feet. The Administration is understanding of and sensitive to these concerns.

In order to further address the potential scale and height issues associated with a future structure taller than 50 feet in height, particularly as it may be perceived from Collins or Washington Avenue, the Administration would suggest that a minimum setback of 75' be required from Collins and Washington Avenue for any portion of a building above 50 feet in height. This would ensure that a future building above 50 feet in height on James

Avenue, with a thru-lot to either Washington or Collins Avenue, would not overwhelm those respective streetscapes.

Finally, in the event that the City Commission is not comfortable with the proposed increase in height for certain structures along James Avenue, the Administration would recommend that this portion of the proposed legislation be stricken, and that the remainder of the Ordinance be approved. As indicated previously, the current text structure of the height regulations for the CD-3 district is clumsy at best, and exceedingly difficult to understand. The proposed re-organization of the text, in a non-substantive manner will help further the stated goals of simplifying and comprehending the code.

CONCLUSION

The Administration recommends that the City Commission:

1) Accept the recommendation of the Land Use and Development Committee via separate motion.
2) Approve the attached Ordinance at First Reading and schedule a Second Reading Public Hearing for September 2, 2015, subject to the following modification to the proposed amendment pertaining to the maximum height of properties on James Avenue:
   Notwithstanding the foregoing requirements for lots within the architectural district, for lots fronting on James Avenue, bounded by 17th Street to the North and Lincoln Road to the South, the historic preservation board, in accordance with the certificate of appropriateness criteria in chapter 118, article X, shall have discretion to allow up to 75 feet in height for those properties that provide a minimum of five (5) stories of parking, of which a minimum of 250 spaces must be unencumbered by any use at the property, ***and provided further that a minimum setback of 75 feet shall be required from Collins and Washington Avenue for any portion of a building above 50 feet in height.***

In the event that the City Commission does not move forward with the aforementioned amendment pertaining to the maximum height of properties on James Avenue, the Administration recommends that the remainder of the proposed Ordinance be approved at First Reading and that the City Commission schedule a Second Reading Public Hearing for September 2, 2015.

JLM/JMJ/TRM
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CD-3 ARCHITECTURAL DISTRICT PARKING GARAGE HEIGHTS

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, 'DISTRICT REGULATIONS", DIVISION 6, "CD-3 COMMERCIAL HIGH INTENSITY DISTRICT", BY AMENDING SECTION 142-337, "DEVELOPMENT REGULATIONS AND AREA REQUIREMENTS", TO CLARIFY AND AMEND THE MAXIMUM HEIGHT REQUIREMENTS; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach ("City") seeks to encourage and incentivize new development and the preservation and restoration of structures located within the Museum Historic District; and

WHEREAS, the City desires to encourage private property owners to redevelop properties to accommodate the off-street parking needs of the surrounding properties; and

WHEREAS, the preservation and restoration of the City's contributing buildings furthers the general welfare and is especially important to the citizens of Miami Beach; and

WHEREAS, the preservation and restoration of contributing structures is often aided by the construction of new buildings on the same property; and

WHEREAS, the City has previously implemented increased height requirements for parking garages; and

WHEREAS, the amendment set forth below is necessary to accomplish all of the above objectives.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations" Division 6, "CD-3 Commercial High Intensity District," is hereby amended as follows:

Section 142-337. Development regulations and area requirements.

(a) The development regulations in the CD-3 commercial, high intensity district are as follows:

(1) Max FAR: Lot area equal to or less than 45,000 sq. ft.—2.25; Lot area greater than 45,000 sq. ft.—2.75; Oceanfront lots with lot area greater than 45,000 sq. ft.—3.0.

(2) Notwithstanding the above, oceanfront lots in architectural district shall have a maximum FAR of 2.0.

(3) Notwithstanding the above, lots located between Drexel Avenue and Collins Avenue and between 16th Street and 17th Street shall have a maximum FAR of 2.75.

(4) Notwithstanding the above, lots which, as of the effective date of this ordinance (November 14, 1998), are oceanfront lots with a lot area greater than 100,000 sq. ft. with an existing building, shall have a maximum FAR of 3.0; however, additional FAR shall be available for the sole purpose of providing hotel amenities as follows: the lesser of 0.15 FAR or 20,000 sq. ft.

(b) However, the floor area ratio maximum for residential development, inclusive of hotels, in the architectural district shall be 2.50.

(c) The lot area, lot width, unit size and building height requirements for the CD-3 commercial, high intensity district are as follows:

Minimum Lot Area (Square Feet)	Minimum Lot Width (Feet)	Minimum Unit Size (Square Feet)	Average Unit Size (Square Feet)	Maximum Building Height (Feet)	Maximum Number of Stories
Commercial—None Residential—7,000	Commercial—None Residential—50	Commercial—N/A New construction—550 Rehabilitated buildings—400 Non-elderly and elderly low and moderate income housing: See section 142-1183 Hotel unit: 15%: 300—335 85%: 335+ For contributing hotel structures, located within a local historic district or a national register district, which	Commercial—N/A New construction—800 Rehabilitated buildings—550 Non-elderly and elderly low and moderate income housing: See section 142-1183 Hotel units—N/A	~~75~~ ~~Oceanfront lots=200~~ ~~Oceanfront lots within the architectural dist., new construction=120; ground floor additions to existing structures on oceanfront lots=50~~ ~~80~~ ~~Lots fronting on 17th Street~~ ~~50~~ ~~Non-oceanfront lots within the architectural dist.~~ ~~100~~ ~~City Center Area (bounded by Drexel Ave., 16th~~	~~7~~ ~~Oceanfront lots=22~~ ~~Oceanfront lots within the architectural dist., new construction=13; ground floor additions to existing structures on oceanfront lots=5~~ ~~7~~ ~~Lots fronting on 17th Street~~ ~~5~~ ~~Non-oceanfront lots within the architectural dist.~~ ~~11~~ ~~City Center Area (bounded by Drexel Ave., 16th~~

		are being renovated in accordance with the Secretary of the Interior Standards and Guidelines for the Rehabilitation of Historic Structures as amended, retaining the existing room configuration shall be permitted, provided all rooms are a minimum of 200 square feet. Additionally, existing room configurations for the above described hotel structures may be modified to address applicable life-safety and accessibility regulations, provided the 200 square feet minimum unit size is maintained.		~~St., Collins Ave., the south property line of lots fronting on the south side of Lincoln Rd., Washington Rd., and Lincoln Rd.); except the height for lots fronting on Lincoln Rd. and 16th St. between Drexel and Washington are limited to 50' for the first 50' of lot depth; and except the height for lots fronting on Drexel Avenue are limited to 50' for the first 25' of lot depth (except as provided in section 142-1161)~~ 75 Feet. Lots within the architectural district: 50 Feet. Notwithstanding the foregoing requirements for lots within the architectural district, for lots fronting on James Avenue, bounded by 17th Street to the North and	~~St., Collins Ave., the south property line of lots fronting on the south side of Lincoln Rd., Washington Ave., and Lincoln Rd.), subject to the applicable height restrictions (except as provided in section 142-1161)~~ 7 Stories. Lots within the architectural district: 5 Stories. Notwithstanding the foregoing requirements for lots within the architectural district , for lots fronting on James Avenue, bounded by 17th Street to the North and Lincoln Road to the South, the Historic Preservation Board shall have discretion to allow up to seven (7) stories for those properties that provide a minimum of five

				Lincoln Road to the South, the Historic Preservation Board, in accordance with the certificate of appropriateness criteria in chapter 118, article X, shall have discretion to allow up to 75 feet in height for those properties that provide a minimum of five (5) stories of parking, of which a minimum of 250 spaces must be unencumbered by any use at the property. Lots fronting on 17th Street: 80 Feet. City Center Area (bounded by Drexel Avenue, 16th Street, Collins Avenue and the south property line of those lots fronting on the south side of Lincoln Road): 100 Feet. Notwithstanding the foregoing	(5) stories of parking, of which a minimum of 250 spaces must be unencumbered by any use at the property. Lots fronting on 17th Street: 7 Stories. City Center Area (bounded by Drexel Avenue, 16th Street, Collins Avenue and the south property line of those lots fronting on the south side of Lincoln Road): 11 Stories, subject to the applicable height restrictions (except as provided in section 142-1161).

				requirement for the City Center Area, the following additional regulations shall apply: The height for lots fronting on Lincoln Road and 16th Street between Drexel Avenue and Washington Avenue are limited to 50 Feet for the first 50' of lot depth. The height for lots fronting on Drexel Avenue is limited to 50 Feet for the first 25' of lot depth (except as provided in section 142-1161).	

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO FORM
AND LANGUAGE
AND FOR EXECUTION

6/25/15
City Attorney Date

First Reading: July 8, 2015
Second Reading: September 2, 2015

Verified By: _____
Thomas R. Mooney, AICP
Planning Director

Underline = new language
~~Strikethrough~~ = deleted language

[Sponsored by Commissioner Malakoff]

[

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Condensed Title:

First Reading Of An Ordinance Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Amending The Code Of The City Of Miami Beach By Amending Chapter 66, Entitled "Marine Structures, Facilities And Vehicles," By Amending Article II, Entitled "Restricted Wake Zones," By Amending Section 66-43, Entitled "Restricted Areas," By Amending Subsection B Thereof Regarding The Idle Speed, No Wake Zones By Adding An Idle Speed, No Wake Zone In The Area Of The Miami Beach Marina And Amending The Appendices To Section 66-43, Accordingly; Providing For Repealer, Severability, Codification, And An Effective Date.

Key Intended Outcome Supported:

N/A

Supporting Data: N/A

Item Summary/Recommendation:

The proposed Ordinance would amend Section 66-43 of the City Code to establish a no wake zone in the Meloy Channel, the channel between the Miami Beach Marina and the U.S. Coast Guard (USCG) Causeway Island. If this Ordinance is adopted, the City would establish a no wake zone within a 500 foot radius of the launching and landing facility on the western boundary of the Miami Beach Marina (Area A on Attachment B, Appendix 2). Per Section 327.46(b)(1)(a), Fla. Stat., the City has the authority to establish a no wake zone by ordinance if the area is within 500 feet of any launching or landing facility available for use by the general boating public on waterways more than 300 feet in width. The only requirement is that the City consult and coordinate with the USCG and the U.S. Army Corps of Engineers.

Due to regulatory restrictions and the width of the channel, an area approximately 260 feet wide on the western edge of the channel sits outside the City's authority to establish a no wake zone. As such, this Ordinance further amends Chapter 66-43 of the City Code to extend the no wake zone across the Meloy Channel under Section 327.46(c)(1), Fla. Stat., which provides for the creation of slow speed zones with FWC approval where need can be demonstrated by substantial competent evidence (Area B on Attachment B, Appendix 2). There are two blind corners at the Meloy Channel resulting from the intervening obstruction of USCG Causeway Island: one at the intersection of the Meloy Channel with Government Cut and another at the intersection of the Meloy Channel with Biscayne Bay. Simultaneous with the consideration of this Ordinance, the City is filing an application with FWC for the approval of Area B due to the safety concerns posed by these blind spots.

The waters just west of the Miami Beach Marina present a serious safety hazard. The Miami Beach Marina is a public facility that sees heavy boat traffic entering and exiting the Meloy Channel. At the same time, boats and jet skis coming from Government Cut pass quickly through the channel, sometimes at alarming speeds. Additionally, large wakes can result in damage to the City's landing facility and to the vessels that dock thereon. A no wake zone in this area would considerably reduce the threats to safety and quality of life posed by boats passing quickly through the channel and those reducing or picking up their speed to enter or exit the Miami Beach Marina. The Miami Beach Marina has provided a letter of support for this initiative (Attachment C).

The Administration recommends that the City Commission adopt the proposed No Wake Zone Ordinance on first reading.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

Financial Impact Summary: The proposed Ordinance should not have a significant fiscal impact upon the City, as it will only require installation of "idle speed no wake" (no wake) signs. Additionally, this area is already under the jurisdiction and supervision of Marine Patrol so there is no increase in enforcement costs.

City Clerk's Office Legislative Tracking:

Elizabeth Wheaton x6121

Sign-Offs:

Assistant City Manager	City Manager
MT	JLM

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MIAMIBEACH

AGENDA ITEM R5O

DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015 **FIRST READING**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH BY AMENDING CHAPTER 66, ENTITLED "MARINE STRUCTURES, FACILITIES AND VEHICLES," BY AMENDING ARTICLE II, ENTITLED "RESTRICTED WAKE ZONES," BY AMENDING SECTION 66-43, ENTITLED "RESTRICTED AREAS," BY AMENDING SUBSECTION B THEREOF REGARDING THE IDLE SPEED, NO WAKE ZONES BY ADDING AN IDLE SPEED, NO WAKE ZONE IN THE AREA OF THE MIAMI BEACH MARINA AND AMENDING THE APPENDICES TO SECTION 66-43, ACCORDINGLY; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the proposed No Wake Zone Ordinance on first reading.

BACKGROUND

The proposed Ordinance would provide regulations for the safe operation of motorboats and other vessels in or upon waters within the jurisdiction of the City of Miami Beach. The City has the authority to create such an ordinance based on Section 327.46, Florida Statutes (Fla. Stat.) (Attachment A). Section 327.46, Fla. Stat. encourages local governments to establish boating restricted areas where needed. The statute does, however, place specific limitations on where and for what purposes boating restricted areas can be established. The statute identifies zones that can be established with state review, zones that can be established without state review, as well as areas which can be designated for the purpose of public safety. The Florida Fish and Wildlife Conservation Commission (FWC) is the agency responsible for conducting the aforementioned state review.

Under this authority, the City passed a similar ordinance amending Section 66-43 of the City Code and establishing an "idle speed, no wake" (no wake) zone in the vicinity of the Sunset Harbour Yacht Club in 2012.

PROPOSED ORDINANCE

The proposed Ordinance would amend Section 66-43 of the City Code to establish a no wake zone in the Meloy Channel, the channel between the Miami Beach Marina and the U.S. Coast Guard (USCG) Causeway Island. If this Ordinance is adopted, the City would establish a no wake zone within a 500 foot radius of the launching and landing facility on the western boundary of the Miami Beach Marina (Area A on Attachment B, Appendix 2). Per Section 327.46(b)(1)(a), Fla. Stat., the City has the authority to establish a no wake zone by ordinance if the area is within 500 feet of any launching or landing facility available for use by the general boating public on waterways more than 300 feet in width. The only requirement is that the City consult and coordinate with the USCG and the U.S. Army Corps of Engineers.

Due to regulatory restrictions and the width of the channel, an area approximately 260 feet wide on the western edge of the channel sits outside the City's authority to establish a no wake zone. As such, this Ordinance further amends Chapter 66-43 of the City Code to extend the no wake zone across the Meloy Channel under Section 327.46(c)(1), Fla. Stat., which provides for the creation of slow speed zones with FWC approval where need can be demonstrated by substantial competent evidence (Area B on Attachment B, Appendix 2). There are two blind corners at the Meloy Channel resulting from the intervening obstruction of USCG Causeway Island: one at the intersection of the Meloy Channel with Government Cut and another at the intersection of the Meloy Channel with Biscayne Bay. Simultaneous with the consideration of this Ordinance, the City is filing an application with FWC for the approval of Area B due to the safety concerns posed by these blind spots.

The waters just west of the Miami Beach Marina present a serious safety hazard. The Miami Beach Marina is a public facility that sees heavy boat traffic entering and exiting the Meloy Channel. At the same time, boats and jet skis coming from Government Cut pass quickly through the channel, sometimes at alarming speeds. Additionally, large wakes can result in damage to the City's landing facility and to the vessels that dock thereon. A no wake zone in this area would considerably reduce the threats to safety and quality of life posed by boats passing quickly through the channel and those reducing or picking up their speed to enter or exit the Miami Beach Marina. The Miami Beach Marina has provided a letter of support for this initiative (Attachment C).

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance should not have a significant fiscal impact upon the City, as it will only require installation of "idle speed no wake" (no wake) signs. Additionally, this area is already under the jurisdiction and supervision of Marine Patrol so there is no increase in enforcement costs.

CONCLUSION

The Administration recommends that the City Commission adopt the proposed No Wake Zone Ordinance on first reading.

Attachment: A – Section 327.46, Fla. Stat.

B – No Wake Zone Ordinance
C – Miami Beach Marina Letter of Support

MT/ESW/MKW

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The Florida Senate

2011 Florida Statutes

Title XXIV	Chapter 327	SECTION 46
VESSELS	VESSEL SAFETY **Entire Chapter**	**Boating-restricted areas.**

327.46 Boating-restricted areas.—

(1) Boating-restricted areas, including, but not limited to, restrictions of vessel speeds and vessel traffic, may be established on the waters of this state for any purpose necessary to protect the safety of the public if such restrictions are necessary based on boating accidents, visibility, hazardous currents or water levels, vessel traffic congestion, or other navigational hazards.

(a) The commission may establish boating-restricted areas by rule pursuant to chapter 120.

(b) Municipalities and counties have the authority to establish the following boating-restricted areas by ordinance:

1. An ordinance establishing an idle speed, no wake boating-restricted area, if the area is:

a. Within 500 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways more than 300 feet in width or within 300 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways not exceeding 300 feet in width.

b. Within 500 feet of fuel pumps or dispensers at any marine fueling facility that sells motor fuel to the general boating public on waterways more than 300 feet in width or within 300 feet of the fuel pumps or dispensers at any licensed terminal facility that sells motor fuel to the general boating public on waterways not exceeding 300 feet in width.

c. Inside or within 300 feet of any lock structure.

2. An ordinance establishing a slow speed, minimum wake boating-restricted area if the area is:

a. Within 300 feet of any bridge fender system.

b. Within 300 feet of any bridge span presenting a vertical clearance of less than 25 feet or a horizontal clearance of less than 100 feet.

c. On a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline.

d. On a lake or pond of less than 10 acres in total surface area.

3. An ordinance establishing a vessel-exclusion zone if the area is:

a. Designated as a public bathing beach or swim area.

b. Within 300 feet of a dam, spillway, or flood control structure.

(c) Municipalities and counties have the authority to establish by ordinance the following other boating-restricted areas:

1. An ordinance establishing an idle speed, no wake boating-restricted area, if the area is within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.

2. An ordinance establishing a slow speed, minimum wake, or numerical speed limit boating-restricted area if the area is:

a. Within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.

b. Subject to unsafe levels of vessel traffic congestion.

c. Subject to hazardous water levels or currents, or containing other navigational hazards.

d. An area that accident reports, uniform boating citations, vessel traffic studies, or other creditable data demonstrate to present a significant risk of collision or a significant threat to boating safety.

3. An ordinance establishing a vessel-exclusion zone if the area is reserved exclusively:

a. As a canoe trail or otherwise limited to vessels under oars or under sail.

b. For a particular activity and user group separation must be imposed to protect the safety of those participating in such activity.

Any of the ordinances adopted pursuant to this paragraph shall not take effect until the commission has reviewed the ordinance and determined by substantial competent evidence that the ordinance is necessary to protect public safety pursuant to this paragraph. Any application for approval of an ordinance shall be reviewed and acted upon within 90 days after receipt of a completed application. Within 30 days after a municipality or county submits an application for approval to the commission, the commission shall advise the municipality or county as to what information, if any, is needed to deem the application complete. An application shall be considered complete upon receipt of all requested information and correction of any error or omission for which the applicant was timely notified or when the time for such notification has expired. The commission's action on the application shall be subject to review under chapter 120. The commission shall initiate rulemaking no later than January 1, 2010, to provide criteria and procedures for reviewing applications and procedures for providing for public notice and participation pursuant to this paragraph.

(2) Each such boating-restricted area shall be developed in consultation and coordination with the governing body of the county or municipality in which the boating-restricted area is located and, when the boating-restricted area is to be on the navigable waters of the United States, with the United States Coast Guard and the United States Army Corps of Engineers.

(3) It is unlawful for any person to operate a vessel in a prohibited manner or to carry on any prohibited activity, as defined in this chapter, within a boating-restricted area which has been clearly marked by regulatory markers as authorized under this chapter.

(4) Restrictions in a boating-restricted area established pursuant to this section shall not apply in the case of an emergency or to a law enforcement, firefighting, or rescue vessel owned or operated by a governmental entity.

History.—s. 7, ch. 63-105; s. 1, ch. 65-361; ss. 25, 35, ch. 69-106; s. 23, ch. 78-95; s. 7, ch. 81-100; s. 27, ch. 99-245; s. 16, ch. 2000-362; s. 13, ch. 2009-86.

Note.— Former s. 371.522.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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Legend

Area A

Area B

City of Miami Beach
Idle Speed, No Wake Zones

Appendix 2 to Sec. 66-43

0 165 330 660 990 Feet

N W E S

GIS MIAMIBEACH

MIAMI BEACH MARINA

June 30, 2015

The Honorable Philip Levine, Mayor
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

RE: Meloy Channel Idle Speed, No Wake Zone Letter of Support

Dear Mayor Levine,

The Miami Beach Marina supports the City of Miami Beach's proposed amendment to Chapter 66 of the City Code to establish a no wake zone in the Meloy Channel. The Miami Beach Marina sees heavy boat traffic entering and exiting the Meloy Channel. At the same time, boats and jet skis coming from Government Cut pass quickly through the channel, sometimes at alarming speeds. Additionally, large wakes can result in damage to the marina and the vessels stored here. A no wake zone in this area would considerably reduce the threats to safety posed by boat traffic in the channel and minimize the potential for damage to property at the marina.

Sincerely,

Robert W. Christoph

300 Alton Road, Suite 303, Miami Beach, Florida 33139, (305) 672-5588 • FAX (305) 673-5995

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH BY AMENDING CHAPTER 66, ENTITLED "MARINE STRUCTURES, FACILITIES AND VEHICLES," BY AMENDING ARTICLE II, ENTITLED "RESTRICTED WAKE ZONES," BY AMENDING SECTION 66-43, ENTITLED "RESTRICTED AREAS," BY AMENDING SUBSECTION B THEREOF REGARDING THE IDLE SPEED, NO WAKE ZONES BY ADDING AN IDLE SPEED, NO WAKE ZONE IN THE AREA OF THE MIAMI BEACH MARINA AND AMENDING THE APPENDICES TO SECTION 66-43, ACCORDINGLY; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach, Florida is authorized to regulate vessel operations, including the speed and wake of vessels, under Sections 327.46 and 327.60 of the Florida Statutes; and

WHEREAS, the Miami Beach City Commission has determined that the unregulated operation of vessels on the waterways in the City of Miami Beach constitutes a potential hazard to the safety and welfare of the citizens of City of Miami Beach; and

WHEREAS, vessels used as a means of transportation on water have been declared to be dangerous instrumentalities in the State of Florida pursuant to Section 327.32, Florida Statutes; and

WHEREAS, boating restricted areas are necessary to avoid safety hazards to persons, property, and marine life resulting from vessels traveling at excessive speeds; and

WHEREAS, the amendments set forth herein are necessary to accomplish the above objectives in the area of the Miami Beach Marina.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA as follows:

SECTION 1. That Article II of Chapter 66 of the Miami Beach City Code, and the Appendix thereto, are hereby amended as set forth below. The provisions in Sections 66-44 through 66-46 are provided for reference purposes.

CHAPTER 66

MARINE STRUCTURES, FACILITIES AND VEHICLES

* * *

Article II. Restricted Wake Zones.

Section 66-43. Restricted Areas.

A. The areas of enforcement of the provisions of this Ordinance shall be all public navigable waters, creeks, lakes, canals and channels, as provided herein, whether natural or manmade, located within the boundaries described below for the purpose necessary to protect the safety of the public as such restrictions are necessary based on boating accidents, visibility, hazardous currents or water levels, vessel traffic congestion, or other navigational hazards in compliance with Section 327.46, Florida Statutes.

B. Idle Speed, No Wake Zones shall be established at the following locations:

1) Within a 500 foot radius of the public access boat ramp within the Maurice Gibb Memorial Park. See Area A on Appendix 1.

2) Within a 300 foot radius of the blind corner presented by the northwest corner of the Sunset Harbor Yacht Club Marina which obstructs the view between the Biscayne Bay and the channel between the Miami Beach Island and Sunset Island IV, excluding however the area of the 300 foot radius circle which is greater than 150 feet north of the northern bound of the Sunset Harbor Yacht Club Marina. See Area B on Appendix 1.

3) Within a 500 foot radius of the launching and landing facilities at the Miami Beach Marina (see Area A on Appendix 2) and within a 300 foot radius of the blind corners on the northeast and southeast corners of USCG Causeway Island and such other areas where the visibility is obstructed for vessels and other users in the adjacent areas generally bounded on the north by the MacArthur Causeway, on the west by USCG Causeway Island, and on the south by the northern boundary of Government Cut (see Area B on Appendix 2).

C. A Slow Speed, Minimum Wake Zone shall be established:

That portion of Biscayne Bay which lies west of the northern portion of the Sunset Harbor area of Miami Beach, and east of the northern mid-point of Belle Isle, and excluding the shoal area in the vicinity east, north, and south

of Marker 5, and bounded to the north by the imaginary line which is a westward extension of the northern boundary of the Sunset Harbor Marina Yacht Club; additionally excluding areas otherwise designated herein as Idle Speed, No Wake Zones. See Area C on Appendix 1.

Sec. 66-44. - Posting of regulatory markers.

Implementation of the boating restricted areas is contingent upon receiving all applicable state and/or federal authorizations to insure compliance with Chapter 68D-23~~,~~ of the Florida Administrative Code, as may be amended, and to assist in navigation consistent with the United States Aids to Navigation System.

Regulatory markers shall be installed and maintained to alert boaters to the existence and boundaries of the boating restricted areas established herein. All regulatory markers shall comply with the standards and regulations provided by state law, specified in Sections 68D-23.108 and 68D-23.109 of the Florida Administrative Code, as may be amended. No person shall be charged with a violation of this article prior to the posting of regulatory markers as required by this section.

All areas designated as "boating restricted areas" shall be so posted with regulatory markers that are in accordance with the provisions of the Florida Fish and Wildlife Conservation Commission's Uniform Waterway Marking System.

Sec. 66-45. - Exemptions.

The restrictions created by this article shall not apply to vessels of any federal, state, county or municipal agency while operated by an officer, employee or agent thereof who is engaged in law enforcement or other necessary municipal or governmental activity.

Sec. 66-46. - Enforcement and penalties.

The provisions of this section may be enforced by the Miami Beach Police Department, the Division of Law Enforcement of the Florida Fish and Wildlife Conservation Commission and its officers, and any other authorized law enforcement officer as defined in F.S. § 943.10, and in accordance with F.S. § 327.70, as may be amended.

Pursuant to F.S. § 327.73, any person cited for a violation of any provision of this article shall be deemed to be charged with a noncriminal infraction, shall be cited for such an infraction, and shall be cited to appear before the county court. The civil penalty for any such infraction is $50.00, except as otherwise provided by statute.

SECTION 2. SEVERABILITY.

If any section, sentence, clause, or word of this section is for any reason declared to be unenforceable or unconstitutional by a court of competent jurisdiction, the remaining portions shall not be affected.

SECTION 3. REPEALER.

Any ordinance, or part thereof, and/or any resolution, or part thereof, which is in conflict with this Ordinance, is hereby repealed to the extent of such conflict.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida, as amended. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect the _____ day of _____, 2015, and upon the posting of the regulatory markers which have been permitted in accordance with Sections 327.40 and 327.41 of the Florida Statutes and the provisions in Chapter 68D-23 of the Florida Administrative Code.

PASSED and **ADOPTED** this _____ day of _____, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

Underline denotes additions
~~Strike through~~ denotes deletions

(Sponsored by Mayor Philip Levine)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DT 7/1/15
Date

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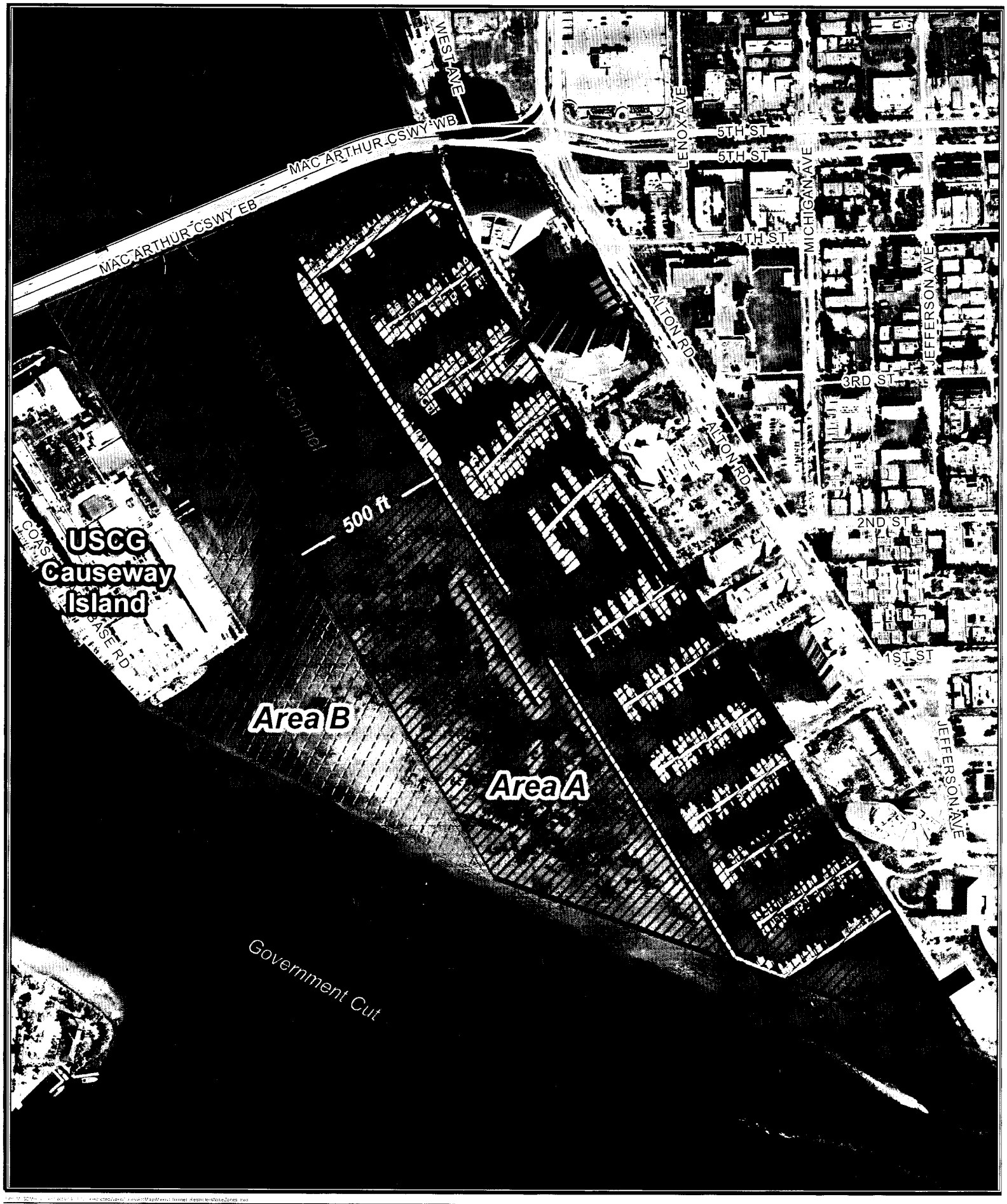

Legend

Area A

Area B

City of Miami Beach
Idle Speed, No Wake Zones

Appendix 2 to Sec. 66-43

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Condensed Title:

An Ordinance Amending Chapter 46 Of The Code Of The City Of Miami Beach, Entitled "Environment," By Creating Article VI, To Be Entitled" Expanded Polystyrene Sale And Use Restrictions," To Provide Regulations For The Sale And Use Of Expanded Polystyrene Food Service Articles, And To Provide For Enforcement, Penal Ties, And Waivers For Financial Hardship; And Providing For Repealer, Severability, Codification, And An Effective Date.

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

The proposed Ordinance provides that no food service provider or store shall sell, use, offer for sale or use, or provide food in expanded polystyrene food service articles. The Ordinance contains exemptions for (1) expanded polystyrene food service articles used for prepackaged food that have been filled or sealed prior to receipt by the food service provider or store, (2) expanded polystyrene food service articles used to store raw meat, pork, fish, seafood, or poultry sold from a butcher case or similar refrigerated retail display or storage case, and (3) not-for-profit corporations, religious organizations, the school district, and county, state, and federal government entities.

The Ordinance provides for public education by the City from September 15, 2015, to March 14, 2016, to inform food service providers and stores of the provisions of the Ordinance and to provide assistance with identifying alternatives to expanded polystyrene food service articles. Following the City's public education efforts, the City shall provide for a six-month warning period from March 15, 2016 to September 14, 2016, during which time written warning shall be issued by the Code Compliance Department for violations of the Ordinance, except as to coolers and ice chests, for which a 60 day warning period is provided for through and including November 13, 2015.

Beginning November 14, 2015, the Code Compliance Department shall start enforcing violations of this Ordinance associated with ice chests and coolers. Starting on September 15, 2016, the enforcement and penalty provisions of the Ordinance with regard to all other expanded polystyrene food service articles (in addition to coolers and ice chests) shall take effect. The Ordinance imposes civil fines of $50.00 for a first violation within a 12-month period, $100.00 for a second violation within a 12-month period, and $500.00 for a third or subsequent violation within a 12-month period. Once a notice of violation is issued, the named violator may elect to pay the civil fine or request an administrative hearing before a special master. The Ordinance also includes provisions for a financial hardship waiver that may be requested from the City Manager under certain circumstances.

The Administration recommends that the City Commission adopt the proposed Polystyrene Sale and Use Restrictions Ordinance on first reading.

Advisory Board Recommendation:

The Sustainability and Resiliency Committee unanimously passed this Ordinance with a positive recommendation at their June 24, 2015 meeting.

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

City Clerk's Office Legislative Tracking:

Elizabeth Wheaton ext. 6121

Sign-Offs:

Assistant City Manager	City Manager
MT	JLM

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MIAMIBEACH

AGENDA ITEM R5P

DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015 **FIRST READING**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ENVIRONMENT," BY CREATING ARTICLE VI, TO BE ENTITLED "EXPANDED POLYSTYRENE SALE AND USE RESTRICTIONS," TO PROVIDE REGULATIONS FOR THE SALE AND USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES, AND TO PROVIDE FOR ENFORCEMENT, PENALTIES, AND WAIVERS FOR FINANCIAL HARDSHIP; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the proposed Polystyrene Sale and Use Restrictions Ordinance on first reading.

BACKGROUND

On May 6, 2015, the Mayor and City Commission referred a discussion item regarding a citywide prohibition of expanded polystyrene food service articles to the Sustainability and Resiliency Committee (SRC). At the May 27, 2015 meeting, the SRC passed a motion direction the Office of the City Attorney to draft an ordinance to impose restrictions on the sale and use of expanded polystyrene food service articles. At the June 24, 2015 meeting, the SRC unanimously passed the attached Ordinance with a favorable recommendation.

PROPOSED ORDINANCE

The proposed Ordinance provides that no food service provider or store shall sell, use, offer for sale or use, or provide food in expanded polystyrene food service articles. The Ordinance contains exemptions for (1) expanded polystyrene food service articles used for prepackaged food that have been filled or sealed prior to receipt by the food service provider or store, (2) expanded polystyrene food service articles used to store raw meat, pork, fish, seafood, or poultry sold from a butcher case or similar refrigerated retail display or storage case, and (3) not-for-profit corporations, religious organizations, the school district, and county, state, and federal government entities.

The Ordinance provides for public education by the City from September 15, 2015, to March 14,

2016, to inform food service providers and stores of the provisions of the Ordinance and to provide assistance with identifying alternatives to expanded polystyrene food service articles. Following the City's public education efforts, the City shall provide for a six-month warning period from March 15, 2016 to September 14, 2016, during which time written warning shall be issued by the Code Compliance Department for violations of the Ordinance, except as to coolers and ice chests, for which a 60 day warning period is provided for through and including November 13, 2015.

Beginning November 14, 2015, the Code Compliance Department shall start enforcing violations of this Ordinance associated with ice chests and coolers. Starting on September 15, 2016, the enforcement and penalty provisions of the Ordinance with regard to all other expanded polystyrene food service articles (in addition to coolers and ice chests) shall take effect. The Ordinance imposes civil fines of $50.00 for a first violation within a 12-month period, $100.00 for a second violation within a 12-month period, and $500.00 for a third or subsequent violation within a 12-month period. Once a notice of violation is issued, the named violator may elect to pay the civil fine or request an administrative hearing before a special master. The Ordinance also includes provisions for a financial hardship waiver that may be requested from the City Manager under certain circumstances.

CONCLUSION

The Administration recommends that the City Commission adopt the proposed Polystyrene Sale and Use Restrictions Ordinance on first reading.

Attachment: A – Polystyrene Sale and Use Restrictions Ordinance

MT/ESW/MKW

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 46 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ENVIRONMENT," BY CREATING ARTICLE VI, TO BE ENTITLED "EXPANDED POLYSTYRENE SALE AND USE RESTRICTIONS," TO PROVIDE REGULATIONS FOR THE SALE AND USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES, AND TO PROVIDE FOR ENFORCEMENT, PENALTIES, AND WAIVERS FOR FINANCIAL HARDSHIP; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach ("City"), a world-renowned tourist destination, declares that it is in the interest of the public health, safety, and welfare of its residents and visitors to reduce litter and pollutants on the lands and in the waters of the City, and along its shores and famous beaches; and

WHEREAS, the City is comprised of a number of islands with approximately 70 miles of shoreline along numerous canals and waterways, the Atlantic Ocean, and Biscayne Bay Aquatic Preserve, all of which support a wide variety of flora and fauna; and

WHEREAS, the waters surrounding the City support threatened and endangered species such as the West Indian manatee and Johnson's seagrass; and

WHEREAS, the City's beaches are a designated nesting habitat for the protected loggerhead, green, and leatherback sea turtles, and support shorebird species, including royal terns and seagulls; and

WHEREAS, the City's waters also act as nurseries and habitats for migratory birds, including brown pelicans and ospreys, and for commercially and recreationally important fish, such as snapper, sailfish, and mahi-mahi; and

WHEREAS, expanded polystyrene, a petroleum by-product commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade in the environment; and

WHEREAS, expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are ingested by marine life and other wildlife, thus harming or killing them; and

WHEREAS, due to the physical properties of expanded polystyrene, the EPA states "that such materials can also have serious impacts on human health, wildlife, the aquatic environment, and the economy"; and

WHEREAS, disposable expanded polystyrene food service articles such as cups, plates, coolers, ice chests, and food containers contribute to litter in the City's streets, parks, public places, and waterways, and on the City's beaches; and

WHEREAS, the City's goal is to replace expanded polystyrene food service articles with reusable, recyclable, or compostable alternatives within the City; and

WHEREAS, the City encourages the use of unbleached, non-coated, recycled-content paper food service articles and other fiber-based food service articles as the most environmentally preferable alternatives to single-use, disposable food service articles when the use of reusable food ware is not feasible; and

WHEREAS, as an environmental leader among local governments in the State of Florida, the City of Miami Beach, by virtue of this Ordinance, will prohibit the sale and use of expanded polystyrene food service articles by certain food service providers and retail stores; and

WHEREAS, this Ordinance will preserve and enhance the environment of the City of Miami Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Article VI of Chapter 46 of the Code of the City Miami Beach is hereby created as follows:

CHAPTER 46

ENVIRONMENT

* * *

ARTICLE VI. Expanded Polystyrene Sale and Use Restrictions

Sec. 46-205. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chain food service provider means five or more food service providers located within the city that (a) conduct business under the same business name or (b) operate under common ownership or management or pursuant to a franchise agreement with the same franchisor.

Chain store means five or more stores located within the city that (a) conduct business under the same business name or (b) operate under common ownership or management or pursuant to a franchise agreement with the same franchisor.

Code compliance officer means a code inspector as defined in section 30-3 of the City Code and, for purposes of this article, shall include, without limitation, a police officer.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

Food service provider means a person or entity that provides food directly to the consumer, regardless of whether such food is provided free of charge or sold, or whether consumption occurs on or off of a premises, or whether the food is provided from a pushcart, stand, or vehicle. Food service providers shall include, but are not limited to, chain food service providers, restaurants, fast food restaurants, cafes, sidewalk cafes, delicatessens, coffee shops, grocery stores, markets, supermarkets, drug stores, pharmacies, bakeries, caterers, gas stations, vending trucks or carts, and cafeterias.

Polystyrene means a thermoplastic polymer or copolymer comprised of at least 80 percent styrene or para-methylstyrene by weight.

Store means a retail or wholesale establishment other than a food service provider.

Section 46-206. Prohibitions regarding the sale or use of expanded polystyrene food service articles by food service providers and stores; exemptions.

Food service providers and stores shall not sell, use, offer for sale or use, or provide food in expanded polystyrene food service articles. This article shall not apply to

(a) expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the food service provider or store;

(b) expanded polystyrene food service articles used to store raw meat, pork, fish, seafood, or poultry sold from a butcher case or similar refrigerated retail display or storage case; and

(c) not-for-profit corporations, the school district, and county, state, and federal governmental entities.

Section 46-207. Enforcement; penalties.

(a) Beginning September 15, 2015,

(1) the City shall engage in public education efforts to inform food service providers and stores of the provisions of this article and to provide assistance with identifying alternatives to expanded polystyrene food service articles.

(2) the City shall provide for a sixty (60) day warning period through and including November 13, 2015, during which the code compliance department shall issue written warnings for violations of the prohibitions in section 46-206 as to the following expanded polystyrene food service articles: coolers and ice chests.

(b) Beginning November 14, 2015, the code compliance department shall enforce the provisions in this article as to the following expanded polystyrene food service articles: ice chests and coolers.

(c) Beginning March 15, 2016, and except as otherwise provided in subsections (a)(2) and (b), the City shall provide for a six (6) month warning period through and including September 15, 2016 during which the code compliance department shall issue written warnings for violations of this article.

(d) Beginning September 15, 2016, the code compliance department shall enforce the provisions in this article in addition to the provisions already enforced pursuant to subsection (b).

(e) If a code compliance officer finds a violation of this article, except as otherwise provided during the warning periods in subsections (a)(2) and (c), the code compliance officer shall issue a notice of violation. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, that the violation may be appealed by requesting an administrative hearing before a special master within ten (10) days after service of the notice of violation, and that the failure to appeal the violation within ten (10) days of service shall constitute an admission of the violation and a waiver of the right to a hearing.

(f) A violator who has been served with a notice of violation must elect to either

(1) pay the following civil fine:

(a) First violation within a 12-month period.....$ 50.00;

(b) Second violation within a 12-month period.....$100.00;

(c) Third or subsequent violation within a 12-month period....$500.00; or

(2) request an administrative hearing before a special master to appeal the notice of violation, which must be requested within ten (10) days of the service of the notice of violation. The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in sections 30-72 and 30-73 of this Code. Applications for hearings must be accompanied by a fee as approved by a resolution of the city commission, which shall be refunded if the named violator prevails in the appeal.

(g) Failure to pay the civil fine, or to timely request an administrative hearing before a special master, shall constitute a waiver of the violator's right to an administrative hearing before the special master, and shall be treated as an admission of the violation, for which fines and penalties shall be assessed accordingly.

(h) A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After three months following the recording of any such lien that remains unpaid, the City may foreclose or otherwise execute upon the lien for the amount of the lien plus accrued interest.

(i) The special master shall be prohibited from hearing the merits of the notice of violation or considering the timeliness of a request for an administrative hearing if the violator has failed to request an administrative hearing within ten (10) days of the service of the notice of violation. The special master shall not have discretion to alter the penalties prescribed in this article. Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

Section 46-208. Financial hardship waiver.

Any food service provider or store that reported an annual gross income under $500,000 per location on its income tax filing for the most recent tax year, and that is not a chain food service provider or chain store, may request from the city manager, in a manner and form established by the city manager, a financial hardship waiver of the requirements of this article. The financial hardship waiver request may apply to one or more expanded polystyrene food service articles sold, used, or offered for sale or use by any such food service provider or store. The City Manager may grant a waiver if the food service provider or store proves the following:

(a) there is no comparable alternative product not composed of expanded polystyrene that would cost the same as or less than the expanded polystyrene food service article, and

(b) the purchase or use of an alternative product not composed of expanded polystyrene would create an undue financial hardship.

Such financial hardship waiver shall be valid for twelve months and may be renewable upon application to the city manager. If an administrative hearing is requested pursuant to section 46-207(f)(2), a pending financial hardship waiver request shall be grounds for a continuance of the administrative hearing, but only if the notice of violation was issued after the submittal of the financial hardship waiver request.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the _____ day of _____, 2015.

PASSED AND ADOPTED this _____ day of_____, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

(Sponsored by Commissioner Michael Grieco)

Underline denotes additions
~~Strike through~~ denotes deletions

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DT 7/1/15 Date

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Condensed Title:

An Ordinance amending Chapter 18, entitled "Businesses," by amending Article VIII, entitled "Parking Lot," by amending Division I, entitled "Generally," by amending Section 18-310, entitled, "Requirements for Issuance of License"; Section 18-312, entitled, "Operation of Service,"; Section 18-313, entitled, "Special Event Permit,"; Section 18-314, entitled, "Enforcement, Fine Schedule, and Right of Appeal,"; Section 18-315, entitled, "Compliance Date,"; Division 2, entitled, "Valet Parking Permits for Use of Public Property," by amending
Section 18-336, entitled, "Separate Permit Required,"; Section 18-337, entitled, "Requirements,"; Section 18-340, entitled, "Private Storage of Valet Vehicles,"; Section 18-341, entitled, "Employees and Valet Operators Code of Conduct,"; Section 18-342, entitled, "Operation of Service,"; Section 18-343, entitled, "Exceptions,"; Section 18-344, entitled, "Enforcement; Fine Schedule; Right of Appeal,"; and further amending Division 3, entitled, "Rentals," by amending section 18-361, entitled, "Rental and Operation of Municipal Parking Spaces,"; and Section 18-362, entitled, "Rental of Additional Parking for Storage of Vehicles,"; providing for Codification, Repealer, Severability, and an Effective date. [Sponsored by Commissioner Michael Grieco]

Key Intended Outcome Supported:

Commission a Comprehensive Mobility Plan Which Gives Priority Recommendations (From Non-Vehicular to Vehicular and Including Parking).

Supporting Data (Surveys, Environmental Scan, etc.): 74% of residents and 72% of businesses rate the availability of parking across the City as too little or much too little. Availability of parking was one of the changes residents identified to Make Miami Beach better to live, work or play.

Item Summary/Recommendation:

On March 11, 2015, the Mayor and City Commission discussed Item R9S, entitled, "Discuss Valet Parking" placed on the agenda by Commissioner Grieco for discussion. This discussion resulted in direction to the Administration to provide recommendations to address valet parking activities on public right-of-way, with an emphasis on the following objectives: reduce traffic congestion of major thoroughfares; strengthen regulations and compliance; and maintain a competitive environment. The item was referred to both the Finance and Citywide Projects Committee (FCWPC) and Neighborhoods and Community Affairs Committee (NCAC) for further discussion. On May 20, 2015, the Finance and Citywide Projects Committee (FCWPC) endorsed the proposed valet parking amendments to the City Code, including direction to not allow commercial valet parking ramps to intrude into residential neighborhoods. On May 29, 2015, the Neighborhoods and Community Affairs Committee (NCAC) endorsed the proposed valet parking amendments to the City Code. The Parking Department researched 12 other jurisdictions nationally that permit, regulate, and enforce use of ROW (right-of-way) for valet parking ramping (passenger loading) purposes. Notwithstanding the above, the following are two (2) threshold policy issues for consideration: (1) All existing valet parking locations (permits) could be "grandfathered" and would cease through attrition. City blocks currently without valet parking service would be granted one (1) "new" service per block and (2) Limit types of land uses granted valet parking service (i.e. hotel, restaurant, office building, and nightclub). **The Administration recommends that the City Commission approve the Ordinance at First Reading and schedule a second and final public hearing.**

Advisory Board Recommendation:

On June 1, 2015, the Transportation, Parking & Bicycle-Pedestrian Facilities Committee endorsed the initiative in concept and requested the item return for further discussion.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Saul Frances, extension 6483

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SF	KGB	JLM

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MIAMIBEACH

AGENDA ITEM R5Q
DATE 7-8-15

1915 • 2015

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015 **FIRST READING**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 18 OF THE MIAMI BEACH CITY CODE, ENTITLED "BUSINESSES," BY AMENDING ARTICLE VIII, ENTITLED "PARKING LOT," BY AMENDING DIVISION I, ENTITLED "GENERALLY," BY AMENDING SECTION 18-311, ENTITLED, "EMPLOYEES AND VALET OPERATORS CODE OF CONDUCT,"; SECTION 18-312, ENTITLED, "OPERATION OF SERVICE,"; SECTION 18-313, ENTITLED, "SPECIAL EVENT PERMIT,"; SECTION 18-314, ENTITLED, "ENFORCEMENT, FINE SCHEDULE, AND RIGHT OF APPEAL,"; SECTION 18-315, ENTITLED, "COMPLIANCE DATE,"; DIVISION 2, ENTITLED, "VALET PARKING PERMITS FOR USE OF PUBLIC PROPERTY," BY AMENDING SECTION 18-336, ENTITLED, "SEPARATE PERMIT REQUIRED,"; SECTION 18-337, ENTITLED, "REQUIREMENTS,"; SECTION 18-340, ENTITLED, "PRIVATE STORAGE OF VALET VEHICLES,"; SECTION 18-341, ENTITLED, "EMPLOYEES AND VALET OPERATORS CODE OF CONDUCT,"; SECTION 18-342, ENTITLED, "OPERATION OF SERVICE,"; SECTION 18-343, ENTITLED, "EXCEPTIONS,"; SECTION 18-344, ENTITLED, "ENFORCEMENT; FINE SCHEDULE; RIGHT OF APPEAL,"; AND FURTHER AMENDING DIVISION 3, ENTITLED, "RENTALS," BY AMENDING SECTION 18-361, ENTITLED, "RENTAL AND OPERATION OF MUNICIPAL PARKING SPACES,"; AND SECTION 18-362, ENTITLED, "RENTAL OF ADDITIONAL PARKING FOR STORAGE OF VEHICLES,"; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE. [Sponsored by Commissioner Michael Grieco]**

ADMINISTRATION RECOMMENDATION

The Administration recommends the City Commission take the following actions: 1) accept the recommendation of the Finance and Citywide Projects Committee (FCWPC) on May 20, 2015; and Neighborhoods and Community Affairs Committee (NCAC) on May 29, 2015; endorsing the proposed amendments to the City Code related to valet parking; and 2) approve the attached Ordinance at First Reading and schedule a Second Reading Public Hearing for September 9, 2015.

BACKGROUND

On March 11, 2015, the Mayor and City Commission discussed Item R9S, entitled, "Discuss Valet Parking" placed on the agenda by Commissioner Grieco for discussion. This

discussion resulted in direction to the Administration to provide recommendations to address valet parking activities on public right-of-way, with an emphasis on the following objectives:

- Reduce traffic congestion of major thoroughfares.
- Strengthen regulations and compliance.
- Maintain a competitive environment.

The item was referred to both the Finance and Citywide Projects Committee (FCWPC) and Neighborhoods and Community Affairs Committee (NCAC) for further discussion.

COMMISSION COMMITTEE RECOMMENDATIONS

On May 20, 2015, the Finance and Citywide Projects Committee (FCWPC) endorsed the proposed valet parking amendments to the City Code, including direction to not allow commercial valet parking ramps to intrude into residential neighborhoods.

On May 29, 2015, the Neighborhoods and Community Affairs Committee (NCAC) endorsed the proposed valet parking amendments to the City Code.

ANALYSIS

The Parking Department researched 12 other jurisdictions nationally that permit, regulate, and enforce use of ROW (right-of-way) for valet parking ramping (passenger loading) purposes. Notwithstanding the above, the following are two (2) threshold policy issues for your consideration:

- All existing valet parking locations (permits) could be "grandfathered" and would cease through attrition. City blocks currently without valet parking service would be granted one (1) "new" service per block. The following are advantages to this approach:

    - ✓ Grandfathering of existing locations allows all operators, small and large, continuity of operation.
    - ✓ Reduces traffic congestion related to having multiple valet parking ramps on each city block.
    - ✓ Competition continues to thrive as valet parking permitting is triggered whenever the establishment contracting for valet parking service undergoes:
        - o change in ownership;
        - o change in use; and
        - o change in valet parking operator
    - ✓ Eases transition from multiple valet parking ramps to one valet parking ramp per block.
    - ✓ Increases curbside parking availability.

- Limit types of land uses granted valet parking service (i.e. hotel, restaurant, office building, and nightclub).

    - ✓ Ensures valet parking service/ramps at establishments with legitimate need (addresses application loopholes for "hardware store", "body shop", etc.)
    - ✓ Reduces traffic congestion by having one valet parking ramp serving all businesses on each block.
    - ✓ Further supports increases to curbside parking availability to public.

Below is a summary of recommended amendments to the City Code and their related benefits regarding regulating valet parking operation.

- Enhanced criteria for permit approval by requiring a valet parking operational plan.
  - ✓ Traffic Operations Analysis (approved by profession engineer).
  - ✓ Set maximum distance between ramp and vehicle storage location to decrease travel time which is a contributor to traffic congestion.
  - ✓ Approval of staffing levels/schedule of valet parking service operational hours for the establishment, including valet runners; supervisors, and managers.
  - ✓ May require an off-duty police officer, as determined by the Chief of Police, for traffic control and/or mitigate traffic congestion.
  - ✓ Determine whether the proposed valet parking service will have a beneficial effect on vehicular and pedestrian safety.
  - ✓ Standardize valet parking street furniture; including signs, stands, and key boxes; establishes consistency in aesthetics.

- Storage of vehicles on private parking lots which are properly permitted and zoned as parking lots and have sufficient vehicle storage capacity, as determined by the Planning Director.

  - ✓ A ratio of parking spaces for vehicle storage by land use type, as determined by the Planning Director would regulate capacity and usage.

- Strengthening of regulations.
  - ✓ Each ramp would be composed of two (2) parking spaces. In no instance shall there be more than one (1) valet ramp per block and no more than four (4) parking spaces (two parking spaces per block side) be permitted. In such case, new requests for valet parking service shall only be granted through attrition of existing service on the block.
  - ✓ Ramping shall only take place in the space(s) provided for ramping.
  - ✓ Double parking or obstruction of a traffic lane is strictly prohibited.
  - ✓ At least 300 linear feet must separate valet parking ramps.
  - ✓ Should not be allowed where on-street public parking does not exist, or where establishing a valet parking ramp will otherwise interfere with traffic lanes or bike lanes.
  - ✓ Shall be allowed only in the curb lane of the street.
  - ✓ Shall not be allowed in an area in which parking is already regulated for other uses (restricted or prohibited).
  - ✓ Shall not reduce the unobstructed space for the passage of pedestrians to less than four feet unless a greater distance is required by the City's Public Works Department.

- All design standards for all street furniture including signs, stands, and key boxes shall be determined by the Planning Director. At a minimum, the following shall be applicable:

- ✓ Be constructed of durable material that will withstand the year-round impact of the weather and must be maintained in good taste and in good condition at all times.
- ✓ Be sufficiently weighted and constructed to withstand strong winds. Not exceed twenty four (24) inches in width and forty eight (48) inches in height (including base, holder, frames, etc.) measured from the sidewalk surface.
- ✓ Be placed on the sidewalk no more than one half (1/2) hour before the valet parking service opens and must be removed no later than one half (1/2) hour after the close of valet parking service.
- ✓ Be positioned on the sidewalk and/or tree lawn outside the travel lanes, bike lanes and parking lanes to allow a minimum four (4) foot clearance for pedestrian traffic.
- ✓ Be freestanding and may not be affixed to any street fixtures including, but not limited to trees, meters, lampposts, grates, bike racks, decorative benches, news boxes, etc. in any manner. Signs shall not be electrified in any way, be lighted in any way, or have any moving components.
- ✓ Include only the name and logo of the Permittee's business, the words "Valet Parking", the rate charged for the service and the hours of operation.
- ✓ Be approved by the Planning Department following review with appropriate business.
- ✓ Display the following information: name of valet parking operator, address and 24 hour contact number; valet parking fee schedule; and hours of operation.

- Enforcement and fine schedules.

  - ✓ *Illegal ramping.* Illegal use of public right-of-way for the purpose of accepting or delivering a vehicle.

Violations:	First Offense:	Warning
	Second offense:	$500.00
	Third offense:	$1,000
	Fourth offense:	$2,000 and ten (10) day suspension of ramping privileges. Notice of suspension to establishment via certified mail or hand delivery.
	Fifth offense or subsequent offense:	Suspension and mandatory referral to special master

- ✓ *Illegal storage.* Illegal storage of vehicle(s) in public facilities and/or public right-of-way or in unauthorized private storage location(s) as provided in permit (occupational license).

Violations:	First offense:	$1,000
	Second offense:	$2,500
	Third offense:	$2,500 and ten (10) day suspension of ramping privileges. Notice of suspension to establishment via certified mail or hand delivery.
	Fourth offense:	Suspension and mandatory referral to special master.

- ✓ *Operation without valet permit:* $1,000 per offense/per day.
- ✓ Solicitation of valet parking service on any portion of the City's right of way: $1,000 per offense.
- ✓ *Penalty for lapse in required insurance coverage (from date of lapse):* $500.00 per offense/per day.
- ✓ *No name tag:* $100.00 per offense.
- ✓ *No uniform:* $100.00 per offense.
- ✓ *No valid Florida driver's license:* $500.00 per offense and immediate removal of the employee from the valet operation.
- ✓ *Non-compliance with valet employee list:* $100.00 per day.
- ✓ *Special master review.* In addition to the factors set forth in subsection 30-74(e), the special master may consider, inter alia, the following factors when determining the amount of the fine:
  - ➢ Number and type of violations under permit where violation originated (specific location).
  - ➢ Permitted location utilization (hours/number of days a week location is operational).
  - ➢ Parking and traffic conditions existing at the subject location at the time of the violation.
- ✓ *Failure to comply with any provision of the approved Valet Parking Operational Plan, including staffing and storage spaces/locations:* $1,000 per offense.
- ✓ *Solicitation for valet parking service on any portion of the right-of-way, including sidewalks, parking space, or roadway:* $1,000 per offense.
- ✓ *Valet Parking Street Furniture violations:* $1,000 per offense.

CONCLUSION

In conclusion, the Administration recommends the City Commission take the following actions: 1) accept the recommendation of the Finance and Citywide Projects Committee (FCWPC) on May 20, 2015; and Neighborhoods and Community Affairs Committee (NCAC) on May 29, 2015; endorsing the proposed amendments to the City Code related to valet parking; and 2) approve the attached Ordinance at First Reading and schedule a Second Reading Public Hearing for September 9, 2015.

JLM/KGB/SF
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ORDINANCE TO BE SUBMITTED

OFFICE OF THE CITY ATTORNEY

RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: **Mayor Philip Levine**
Members of the City Commission
City Manager Jimmy Morales

FIRST READING

FROM: **Raul J. Aguila, City Attorney**

DATE: **July 8, 2015**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE II, ENTITLED "CITY COMMISSION," BY AMENDING SECTION 2-12, ENTITLED "MEETING AGENDAS," BY AMENDING THE REQUIREMENTS AND PROCEDURES RELATING TO CITY COMMISSION MEETINGS AND AGENDAS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

The attached Ordinance is sponsored by Commissioner Michael Grieco and is submitted for consideration by the Mayor and City Commission on First Reading. The Ordinance amends Section 2-12 of the City Code concerning City Commission meetings and agendas in order to foster greater efficiency with regard to conducting City business at Commission meetings. The Ordinance adds a new Section 2-12 (d)(5) to provide that if an ordinance fails on first or second reading, the same proposal shall not be placed on another Commission agenda for a three (3) month period unless waived by a 6/7th Commission vote. The exceptions to the Ordinance are City Code provisions that provide for a more stringent time requirement, in which case the more stringent time requirement shall control. Also, this Ordinance does not apply to a reconsideration of a Commission vote on an ordinance pursuant to Robert's Rules of Order. The Ordinance also does not permit the earlier consideration of a matter otherwise not permitted pursuant to the City Code.

This Ordinance establishes additional best practices with regard to City Commission meetings, therefore no fiscal impact is expected.

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Agenda Item R5R
Date 7-8-15

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE II, ENTITLED "CITY COMMISSION," BY AMENDING SECTION 2-12, ENTITLED "MEETING AGENDAS," BY AMENDING THE REQUIREMENTS AND PROCEDURES RELATING TO CITY COMMISSION MEETINGS AND AGENDAS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, in order to foster greater efficiency with regard to the conducting of City business at City Commission meetings, the amendments set forth in this Ordinance should be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Section 2-12 of Article II of Chapter 2 of the Code of the City of Miami Beach, Florida, is hereby amended as follows:

CHAPTER 2
ADMINISTRATION

* * *

ARTICLE II. CITY COMMISSION

Sec. 2-12. Meeting procedures and agendas.

(a) *Statement of legislative intent*: Consistent with the City of Miami Beach Charter, this section will help uphold the principles of separation of powers and checks and balances. It will also lend to improving transparency in government.

* * *

(d) *Agenda items.*

(1) *Item details.* Items published in a city commission meeting agenda shall include sufficient detail and information for the city commission and the public to evaluate the items in a reasonable and timely manner.

(2) *Time certains.* Except for the setting of time certains for public hearings as required by law, the mayor shall be authorized to set time certains for all matters to be discussed or considered on a city commission agenda. The mayor may consider and set a time certain based upon the request of a city commissioner, the city administration, or a member of the public if such request is made prior to the commission meeting.

(3) *Deferred items.* If an agenda item that is not set as a time certain for a public hearing is not reached during a city commission meeting, and the city commission does not specifically defer the item, the item shall be deemed to be deferred:

(a) to the next regularly scheduled commission meeting if the item was on a regular commission meeting agenda; or

(b) to the next regularly scheduled presentations and awards meeting if the item was on a presentations and awards meeting agenda.

(4) *Time Certain Public Hearing Items.* If a time certain public hearing agenda item is to be reset to another commission meeting agenda, the public hearing must either be: a) specifically opened and continued to another commission meeting date and time certain; or b) re-advertised for another commission meeting date and time certain.

(5) *Previously proposed ordinances; exceptions.* Should an ordinance fail on first or second reading due to the lack of the requisite vote for passage or adoption, an ordinance based on the same proposal shall not be placed on another commission agenda for a three (3) month period; however, the three (3) month period may be waived by a 6/7th Commission vote. This subsection shall not

(a) prevent a reconsideration vote pursuant to subsection (f) hereof; or

(b) permit the earlier consideration of a previously submitted ordinance if not otherwise permitted in this Code. In such event, the City Code provision with the more stringent time period for the consideration of a previously proposed ordinance shall control.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the _____ day of _____, 2015.

PASSED AND ADOPTED this _____ day of _____, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

Underline denotes additions
~~Strike through~~ denotes deletions

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/1/15 Date

(Sponsored by Commissioner Michael Grieco)

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R7

RESOLUTIONS

R7 - Resolutions

R7A A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee, And Approving And Authorizing The Mayor And City Clerk To Execute A New Lease Agreement Between The City And SB Waxing, Inc. D/B/A Uni-K-Wax (Tenant), For An Initial Term Of Five (5) Years, With One (1) Renewal Option For Four (4) Years And Three Hundred And Sixty Four (364) Days, Involving The Use Of Approximately 1,291 Square Feet Of City-Owned Property Located At 1701 Meridian Avenue, Unit 3 (A/K/A 771 17th Street), Miami Beach, Florida (Premises); And Further Waiving By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The Public. **10:05 a.m. Public Hearing**

(Tourism, Culture & Economic Development)

(Item to be Submitted in Supplemental)

Agenda Item R7A

Date 7-8-15

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Pursuant To Section 82-37(A)(2) Of The City Code, Setting A Public Hearing To Consider Approving The Transfer, Via Quit Claim Deed, To The State Of Florida Department Of Transportation (FDOT) The Property Identified In Exhibit A, As The Property Has Been Constructed Upon By FDOT And Utilized As A Turning Lane From Michigan Avenue Onto Alton Road; Containing Approximately 4,014 Square Feet In Total Area; Waiving By 5/7th Vote, The Competitive Bidding Requirements And Independent Appraisal Requirements Of Section 82-39 Of The City Code, Finding That The Public Interest Would Be Served By Waiving Such Conditions; And Directing The City's Planning Department To Prepare A Planning Analysis Pursuant To Section 82-38 Of The City Code.

Key Intended Outcome Supported:

Item Summary/Recommendation:

The State of Florida Department of Transportation (FDOT) has already improved State Road No. 907, Alton Road with a turning lane at the intersection of Michigan and Alton Road. As identified in Exhibit A ("Property") there is a sliver of land owned by the City of Miami Beach that contains the turning lane which was constructed by FDOT on the Property and has been utilized and maintained for years by FDOT. As FDOT needs the Property for a turning lane, and has already utilized the area as a turning lane and has maintained the area for some time, it is in the City's best interest, for transportation purposes, to transfer title to the Property to FDOT.

CURRENT STATUS

FDOT has applied to the City to execute and deliver a deed, or deeds, in favor of FDOT, conveying all rights, title and interest to the Property. Pursuant to Sections 82-37, the sale or transfer of City property is to be referred by the City Manager to the Finance and Citywide Projects Committee, which Committee will hear the item on July 1, 2015. The Planning Department, pursuant to Section 82-38, of the City Code has prepared a written planning analysis (Attached).

Although the City's procedures for the lease of sale or sale of public property also requires an advertised public bidding process and an independent appraisal, these requirements may be waived by 5/7th vote.

The City Administration recommends that the Mayor and City Commission waive the competitive bidding requirement and independent appraisal requirement, finding that the public interest is served by waiving such conditions.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC	MT	JLM

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MIAMIBEACH

AGENDA ITEM R7B
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

SECOND READING PUBLIC HEARING

FROM: Jimmy Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PURSUANT TO SECTION 82-37(A)(2) OF THE CITY CODE, SETTING A PUBLIC HEARING TO CONSIDER APPROVING THE TRANSFER, VIA QUIT CLAIM DEED, TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) THE PROPERTY IDENTIFIED IN EXHIBIT A, AS THE PROPERTY HAS BEEN CONSTRUCTED UPON BY FDOT AND UTILIZED AS A TURNING LANE FROM MICHIGAN AVENUE ONTO ALTON ROAD; CONTAINING APPROXIMATELY 4,014 SQUARE FEET IN TOTAL AREA; WAIVING BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENTS AND INDEPENDENT APPRAISAL REQUIREMENTS OF SECTION 82-39 OF THE CITY CODE, FINDING THAT THE PUBLIC INTEREST WOULD BE SERVED BY WAIVING SUCH CONDITIONS; AND DIRECTING THE CITY'S PLANNING DEPARTMENT TO PREPARE A PLANNING ANALYSIS PURSUANT TO SECTION 82-38 OF THE CITY CODE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution.

BACKGROUND

The State of Florida Department of Transportation (FDOT) has already improved State Road No. 907, Alton Road with a turning lane at the intersection of Michigan and Alton Road. As identified in Exhibit A ("Property") there is a sliver of land owned by the City of Miami Beach that contains the turning lane which was constructed by FDOT on the Property and has been utilized and maintained for years by FDOT. As FDOT needs the Property for a turning lane, and has already utilized the area as a turning lane and has maintained the area for some time, it is in the City's best interest, for transportation purposes, to transfer title to the Property to FDOT.

CURRENT STATUS

FDOT has applied to the City to execute and deliver a deed, or deeds, in favor of FDOT, conveying all rights, title and interest to the Property. Pursuant to Sections 82-37, the sale or transfer of City property is to be referred by the City Manager to the Finance and Citywide Projects Committee, which Committee will hear the item on July 1, 2015. The Planning Department, pursuant to Section 82-38, of the City Code has prepared a written planning analysis (Attached).

Although the City's procedures for the lease of sale or sale of public property also requires an advertised public bidding process and an independent appraisal, these requirements may be waived by 5/7th vote.

The City Administration recommends that the Mayor and City Commission waive the competitive bidding requirement and independent appraisal requirement, finding that the public interest is served by waiving such conditions.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

Attachments: A. Sketch and Legal
B. Commission Memorandum: Analysis of proposed Right of Way (ROW) transfer to the Florida Department of Transportation (FDOT) – Michigan and Alton

JM/MT/ETC/JJF

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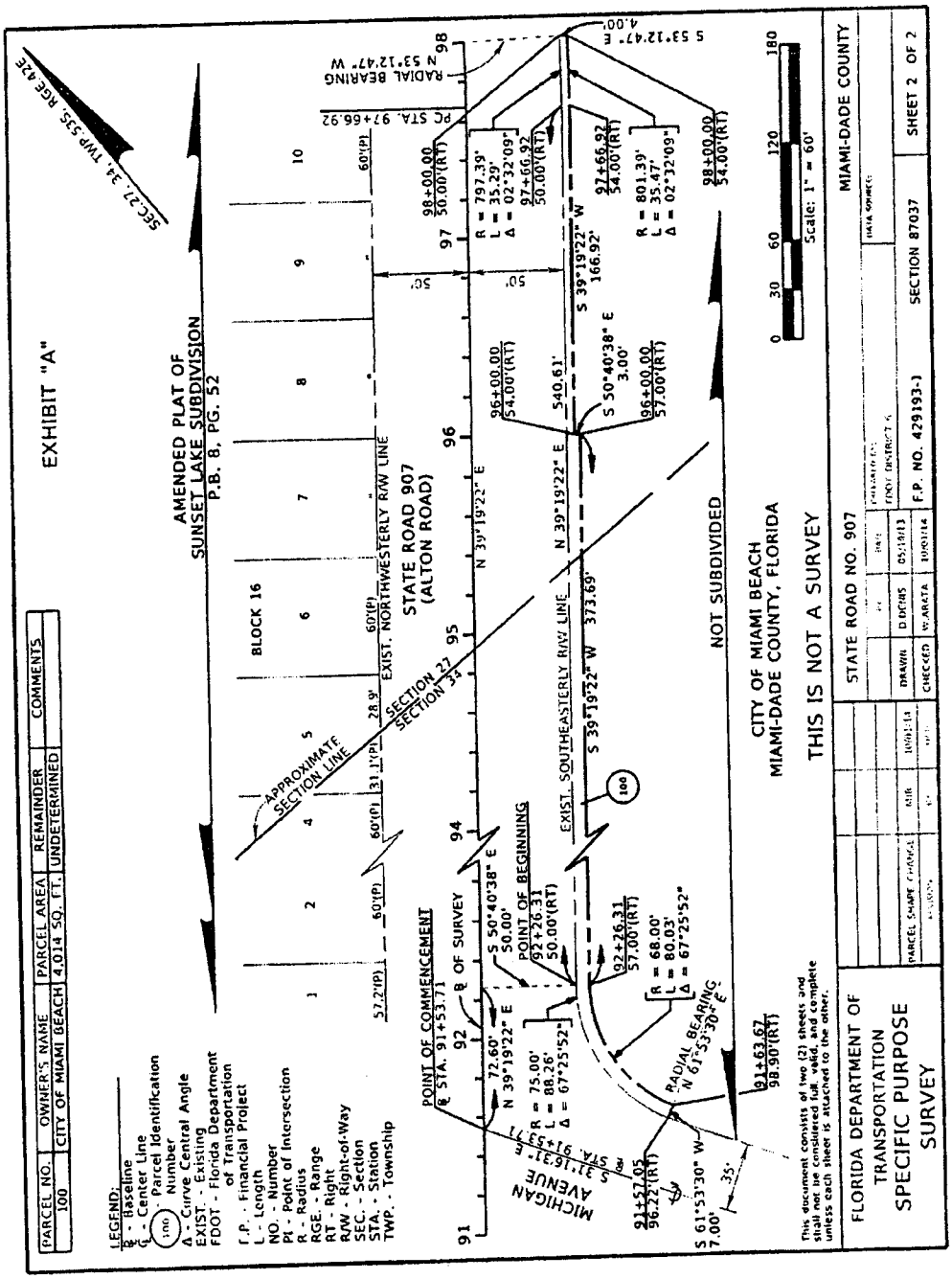
EXHIBIT "A"
PARCEL NO. | OWNER'S NAME | PARCEL AREA | REMAINDER | COMMENTS
100 | CITY OF MIAMI BEACH | 4,014 SQ. FT. | UNDETERMINED
LEGEND:
℄ - Baseline
℄ - Center Line
(100) - Parcel Identification Number
Δ - Curve Central Angle
EXIST. - Existing
FDOT - Florida Department of Transportation
F.P. - Financial Project
L - Length
NO. - Number
Pt - Point of Intersection
R - Radius
RGE. - Range
RT - Right
R/W - Right-of-Way
SEC. - Section
STA. - Station
TWP. - Township
SEC. 27, 34 TWP. 53S, RGE. 42E
AMENDED PLAT OF
SUNSET LAKE SUBDIVISION
P.B. 8, PG. 52
BLOCK 16
APPROXIMATE SECTION LINE
SECTION 27
SECTION 34
EXIST. NORTHWESTERLY R/W LINE
STATE ROAD 907
(ALTON ROAD)
EXIST. SOUTHEASTERLY R/W LINE
POINT OF COMMENCEMENT
℄ STA. 91+53.71
℄ OF SURVEY
POINT OF BEGINNING
MICHIGAN AVENUE
PC STA. 97+66.92
RADIAL BEARING N 53°12'47" W
RADIAL BEARING N 61°53'30" E
NOT SUBDIVIDED
CITY OF MIAMI BEACH
MIAMI-DADE COUNTY, FLORIDA
THIS IS NOT A SURVEY
Scale: 1" = 60'
This document consists of two (2) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.
FLORIDA DEPARTMENT OF TRANSPORTATION
SPECIFIC PURPOSE SURVEY
STATE ROAD NO. 907
MIAMI-DADE COUNTY
F.P. NO. 429193-1
SECTION 87037
SHEET 2 OF 2

EXHIBIT "A"

LEGAL DESCRIPTION - PARCEL 100:

Being a portion of NOT SUBDIVIDED land, lying in the Northwest one-quarter (1/4) of Section 34 and the Southwest one-quarter (1/4) of Section 27, Township 53 South, Range 42 East, in the City of Miami Beach, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the Baseline of Survey of State Road 907 (Alton Road), as it is shown on the Florida Department of Transportation Project Network Control for said State Road 907, Project No. 429193-1, dated 09/30/2011, and the Centerline of Michigan Avenue; thence N 39°19'22" E, along said Baseline of Survey of State Road 907 (Alton Road), 72.60 feet; thence, departing said Baseline of Survey at right angles, S 50°40'38" E 50.00 feet to the intersection with the southeasterly existing right-of-way line of said State Road 907 (Alton Road), as it is shown on the Florida Department of Transportation Right of Way Map for said State Road 907, Section 87037-2507, last revised on 12/15/1989, said point being the POINT OF BEGINNING of the following described parcel:

Thence N 39°19'22" E, along said southeasterly right-of-way line of State Road 907, a distance of 540.61 feet to a point of intersection and beginning of a tangent curve concave to the Northwest, having a radius of 797.39 feet; thence northeasterly along the arc of said curve and said right-of-way line of State Road 907, a distance of 35.29 feet, through an central angle of 02°32'09"; thence S 53°12'47" E 4.00 feet to a point of intersection with a curve parallel to the southeasterly existing right-of-way line of said State Road 907 and concave to the Northwest, having a radius of 801.39 feet; thence southwesterly along the arc of said curve a distance of 35.47 feet, through a central angle of 02°32'09"; thence S 39°19'22" W 166.92 feet; thence S 50°40'38" E 3.00 feet; thence S 39°19'22" W 373.69 to a point of intersection and beginning of a tangent curve concave to the Northeast, having a radius of 68.00 feet; thence southeasterly along the arc of said curve a distance of 80.03 feet; thence S 61°53'30" W 7.00 feet to the intersection with the right-of-way line of State Road 907 (Alton Road) and the beginning of a non-tangent curve concave to the Northeast, having a radius of 75.00 feet; to which a point of a radial line bears N 61°53'30" E; thence northeasterly along said curve and said right-of-way line of State Road 907, a distance of 88.26 feet, through a central angle of 67°25'52" to the POINT OF BEGINNING.

Containing 4,014 Square Feet of land, more or less.

GENERAL NOTES:

- THIS IS NOT A SURVEY
- Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
- The Bearings shown hereon are referenced to the Baseline of Survey of State Road 907 (Alton Road), having a bearing of N 39°19'22" E, as shown on the Florida Department of Transportation Project Network Control for said State Road 907, completed on 09/30/2011 by Manuel G. Vera and Associates, Inc., for Project No. 429193-1.
- Right-of-Way lines shown are per the Florida Department of Transportation Right of Way Map for said State Road 907, Section 87037-2507, last revised on 12/15/1989.
- Section line shown is per information found in Plat Book 8, Page 52, and is not supported by a survey. It is shown for informational purposes only.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.

10/6/14
DATE

WILLIAM A. ARATA
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 5082

This document consists of two (2) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

REVISION	BY	DATE
PARCEL SHAPE CHANGE	MJR	10/01/14

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 907 — MIAMI-DADE COUNTY

	BY	DATE	PREPARED BY: FDOT DISTRICT 6	DATA SOURCE: SEE GENERAL NOTES	
DRAWN	D.DENIS	05/10/13	F.P. NO. 429193-1	SECTION 87037	SHEET 1 OF 2
CHECKED	W.ARATA	10/01/14			

Attachment - B

MIAMIBEACH

PLANNING DEPARTMENT

COMMISSION MEMORANDUM

TO: Jimmy L. Morales, City Manager

FROM: Thomas R. Mooney, AICP
Planning Director

DATE: May 26, 2015

SUBJECT: **Analysis of Proposed Right of Way (ROW) Transfer to the Florida Department of Transportation (FDOT) – Michigan and Alton**

BACKGROUND

Section 82-38 of the Code of the City of Miami Beach requires that any proposed sale or lease of City-owned land be analyzed from a planning perspective so that the City Commission and the public are fully apprised of all conditions relating to the proposed sale or lease.

The proposal is to transfer property that runs parallel to the north side of Michigan Avenue and the east side of Alton Road, as depicted in Exhibit A. The right of way contains approximately 4,014 square feet in total lot area. The property was built on by FDOT and used as a turning lane from Michigan Avenue onto Alton Road. The following is an analysis based on the criteria delineated in the Code.

ANALYSIS

1. **Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city comprehensive plan.**

   Consistent – The property proposed to be transferred to FDOT is being used to allow for a turning lane from Michigan Avenue to Alton Road. This is the result of coordination between the City of Miami Beach and FDOT in order to improve the flow of traffic, which is consistent with the Comprehensive Plan Transportation Element Objective 10, which states the following:

   > *Objective 10: TRANSPORTATION COORDINATION WITH OTHER JURISDICTIONS*
   >
   > *Transportation efforts in the City will be coordinated with the plans and programs of other state and local jurisdictions including; the Miami-Dade Metropolitan Planning Organization (MPO), the Florida Department of Transportation (FDOT), Miami-Dade County Public Works (MDCPW), and Miami-Dade Transit (MDT), and other local jurisdictions.*

2. **The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.**

   Consistent – No negative impacts are anticipated by the proposal, as the use of the property will not change, since it is currently being used as a right turn lane.

3. **A determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the city's revenue base, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.**

   Consistent – This proposal allows for the maintenance of traffic flow at the intersection of Michigan Avenue and Alton Road by FDOT. The property will be maintained in the public realm, so the public purpose of maintaining traffic flow will be maintained.

4. **A determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views or create environmental intrusions, and evaluation of the design and aesthetic considerations of the project.**

   Consistent – The surrounding neighborhood will not be negatively affected, as the use of the property will not change. The property is currently being used as a right turn lane, and will not block views or create environmental impacts.

5. **The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.**

   Consistent – Transfer of this property to FDOT will not affect the parking or infrastructure needs of adjacent properties, as there is currently no parking on the property, and it allows for the appropriate maintenance of the infrastructure.

6. **Such other issues as the city manager or his authorized designee, who shall be the city's planning director, may deem appropriate in analysis of the proposed disposition.**

   Not applicable – The Planning Department has no other issues it deems appropriate to analyze for this proposal.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON SECOND AND FINAL READING OF THIS RESOLUTION AND FOLLOWING A DULY NOTICED PUBLIC HEARING, THE TRANSFER, VIA QUIT CLAIM DEED, TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) THE PROPERTY IDENTIFIED IN EXHIBIT A, AS THE PROPERTY HAS BEEN CONSTRUCTED UPON BY FDOT AND UTILIZED AS A TURNING LANE FROM MICHIGAN AVENUE ONTO ALTON ROAD; CONTAINING APPROXIMATELY 4,014 SQUARE FEET IN TOTAL AREA; WAIVING BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENTS AND INDEPENDENT APPRAISAL REQUIREMENTS OF SECTION 82-39 OF THE CITY CODE, FINDING THAT THE PUBLIC INTEREST WOULD BE SERVED BY WAIVING SUCH CONDITIONS.

WHEREAS, the State of Florida Department of Transportation (FDOT) has already improved State Road No. 907, Item No. 429193-1, in Miami-Dade County, Florida, otherwise known as the turning lane and intersection of Michigan and Alton Road, Miami Beach, Florida; and

WHEREAS, it is necessary that certain property identified in Exhibit A (hereinafter "Property") now owned by the City of Miami Beach, be acquired by FDOT, as it appears that the turn lane from Michigan Avenue onto Alton Road was constructed by FDOT on the Property and has been utilized and maintained for years by FDOT; and

WHEREAS, the Property is not needed for City purposes, is already being used and maintained by FDOT, and does facilitate transportation in the City; and

WHEREAS, FDOT has applied to the City to execute and deliver to the FDOT a deed, or deeds, in favor of the FDOT, conveying all rights, title and interest to the Property, as this area is required for transportation purposes; and

WHEREAS, it is necessary that this Property now owned by the City of Miami Beach, Florida, be acquired by FDOT; and

WHEREAS, pursuant to Section 82-37(a), of the City Code, the City Commission on June 10, 2015 scheduled the second reading, public hearing on this item for July 8, 2015; and

WHEREAS, pursuant to Section 82-37, the sale or transfer of City property was referred by the City Manager to the Finance and Citywide Projects Committee and was heard on July 1, 2015, at which time the Committee recommended in favor of the transfer; and

WHEREAS, pursuant to Section 82-38, of the City Code, the Planning Department prepared a written planning analysis, which is attached hereto; and,

WHEREAS, although the City's procedures for the lease of sale or sale of public property also require an advertised public bidding process and an independent appraisal, these requirements may be waived by 5/7th vote;

WHEREAS, as FDOT needs the Property as a turning lane, and has already utilized the area as a turning lane and has maintained the area for some time, it is in the City's best interest, for transportation purposes, to transfer title to the Property to FDOT; and

WHEREAS, the City Administration recommends that the Mayor and City Commission waive the competitive bidding requirement and independent appraisal requirement, finding that the public interest is served by waiving such conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, approving, on second and final reading of this resolution and following a duly noticed public hearing, the transfer, via quit claim deed, to the Florida Department of Transportation (FDOT) the property identified in Exhibit A, as the property has been constructed upon by FDOT and utilized as a turning lane from Michigan Avenue onto Alton Road; containing approximately 4,014 square feet in total area; waiving by 5/7th vote, the competitive bidding requirements and independent appraisal requirements of section 82-39 of the City Code, finding that the public interest would be served by waiving such conditions.

PASSED and ADOPTED this _____day of July, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/15/15
Date

F:\ATTO\BOUE\RESOS\Reso FDOT Quit Claim Michigan & Alton 2d Reading PHearing 7-8-2015.doc

This instrument prepared by, or under the supervision of
(and after recording, return to):

Raul Aguila
City Attorney
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

(Reserved for Clerk of Court)

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, made as of this ____ day of _____, 2015 (the Effective Date), by the City of Miami Beach, Florida, a municipal corporation whose address is 1700 Convention Center Drive, Miami Beach, Florida, 33139, first party, to the Florida Department of Transportation, second party:

(Wherever used herein the terms first party and second party shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires).

WITNESSETH, that the said first party, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration ($10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described property being situated in Miami-Dade County, Florida, and legally described as follows:

See attached Exhibit "A"

TO HAVE AND TO HOLD the same together with all the tenements, hereditaments and appurtenances thereunto belonging.

It is the intent of first party, by this instrument, to convey to second party the land described in Exhibit "A" hereto.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses:

City of Miami Beach

_____
Print Name:_____

By:_____
Philip Levine, Mayor

_____
Print Name:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by Philip Levine, as Mayor of the City of Miami Beach, who is personally known to me or who has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
Notary Public, State of Florida

City of Miami Beach

By:_____
Rafael E. Granado, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION - PARCEL 100:

Being a portion of NOT SUBDIVIDED land, lying in the Northwest one-quarter (1/4) of Section 34 and the Southwest one-quarter (1/4) of Section 27, Township 53 South, Range 42 East, in the City of Miami Beach, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the Baseline of Survey of State Road 907 (Alton Road), as it is shown on the Florida Department of Transportation Project Network Control for said State Road 907, Project No. 429193-1, dated 09/30/2011, and the Centerline of Michigan Avenue; thence N 39°19'22" E, along said Baseline of Survey of State Road 907 (Alton Road), 72.60 feet; thence, departing said Baseline of Survey at right angles, S 50°40'38" E 50.00 feet to the intersection with the southeasterly existing right-of-way line of said State Road 907 (Alton Road), as it is shown on the Florida Department of Transportation Right of Way Map for said State Road 907, Section 87037-2507, last revised on 12/15/1989, said point being the POINT OF BEGINNING of the following described parcel:

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Containing 4,014 Square Feet of land, more or less.

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10/6/14
DATE

WILLIAM A. ABATA
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 5082

PARCEL SHAPE CHANGE	MGR	10/03/14
REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

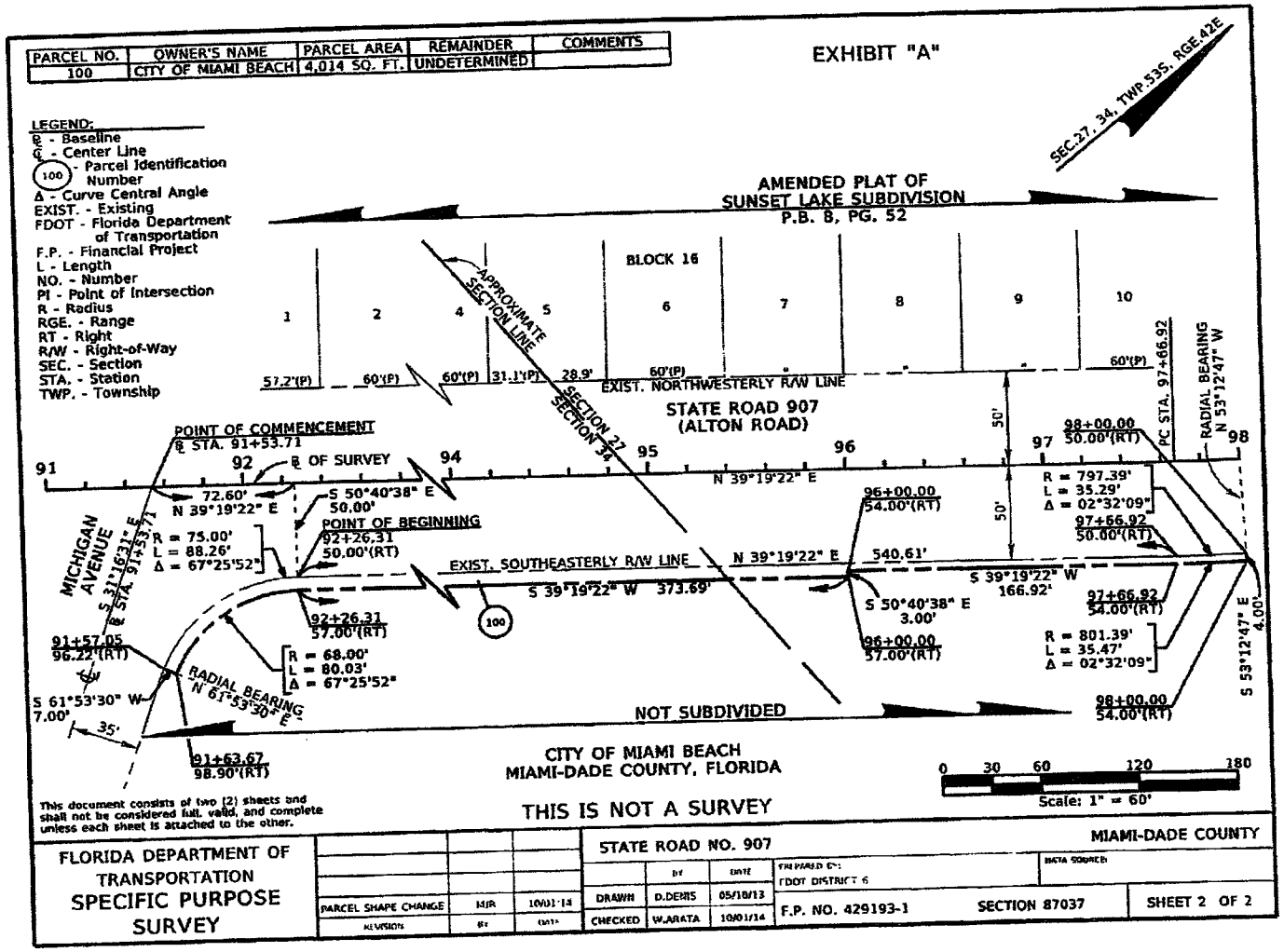
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 907 — MIAMI-DADE COUNTY

	BY	DATE	PREPARED BY: FDOT DISTRICT 6	DATA SOURCE: SEE GENERAL NOTES	
DRAWN	D.DENIS	05/10/13			
CHECKED	W.ABATA	10/01/14	F.P. NO. 429193-1	SECTION 87037	SHEET 1 OF 2

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
100	CITY OF MIAMI BEACH	4,014 SQ. FT.	UNDETERMINED	

EXHIBIT "A"



This document consists of two (2) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

THIS IS NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION
SPECIFIC PURPOSE SURVEY

REVISION	BY	DATE
PARCEL SHAPE CHANGE	MJR	10/01/14

STATE ROAD NO. 907 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	D.DENIS	05/10/13
CHECKED	W.ARATA	10/01/14

PREPARED BY: FDOT DISTRICT 6

DATA SOURCE:

F.P. NO. 429193-1 — SECTION 87037 — SHEET 2 OF 2

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that the following public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015,** at the times listed, or as soon thereafter as the matter can be heard:

10:00 a.m.
A Resolution To Consider Approval, Following First Reading/Public Hearing Of A Development And Ground Lease Agreement As Authorized Under Section 82-37 Of The City Code, Section 118-4 Of The City Code, And Sections 163.3220 - 163.3243, Florida Statutes, Between The City And Portman Miami Beach, LLC ("Portman"), For The Development Of An 800-Room Convention Headquarter Hotel And Related Facilities, Including Up To 95,000 Square Feet Of Conference And Ballroom Facilities, And Up To 37,400 Square Feet Of Restaurant Facilities (The "Hotel"), On An Approximately 2.65 Acre Site Bounded Roughly By The Miami Beach Convention Center to the North, 17th Street to the South, the Fillmore Miami Beach at the Jackie Gleason Theater to the East, and Convention Center Drive to the West (The "Leased Property"); Delineating The Conditions For The Design, Construction, Equipping And Operation Of The Hotel On The Leased Property With No City Funding Therefor; Providing For A 99-Year Term Of The Leased Property Once Certain Conditions Are Satisfied; Prohibiting Gambling Establishments On The Leased Property; And Providing For Base Rent To The City Once The Hotel Opens, Including, After The Third Year Following The Hotel's Opening And Each Year Thereafter, Four Percent (4%) Of The Gross Revenues Of The Hotel; And Further Setting The Second And Final Reading Of The Development And Ground Lease Agreement For A Time Certain. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:05 a.m.
A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee, And Approving And Authorizing The Mayor And City Clerk To Execute A New Lease Agreement Between The City And SB Waxing, Inc. D/B/A Uni-K-Wax (Tenant), For An Initial Term Of Five (5) Years, With One (1) Renewal Option For Four (4) Years And Three Hundred And Sixty Four (364) Days, Involving The Use Of Approximately 1,291 Square Feet Of City-Owned Property Located At 1701 Meridian Avenue, Unit 3 (A/K/A 771 17th Street), Miami Beach, Florida (Premises); And Further Waiving By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The Public. *Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7577.*

10:10 a.m.
A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, The Transfer, Via Quit Claim Deed, To The Florida Department Of Transportation (FDOT) The Property Identified In Exhibit A, As The Property Has Been Constructed Upon By FDOT And Utilized As A Turning Lane From Michigan Avenue Onto Alton Road; Containing Approximately 4,014 Square Feet In Total Area; Waiving By 5/7th Vote, The Competitive Bidding Requirements And Independent Appraisal Requirements Of Section 82-39 Of The City Code, Finding That The Public Interest Would Be Served By Waiving Such Conditions. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:15 a.m.
A Resolution Pursuant To Section 142-425(D) Of The City Code, Waiving By 5/7th Vote Of The City Commission After Public Hearing, The Development Regulations Under Chapters 130 And 142 Of The Land Development Regulations Of The City Code Pertaining To Required Off-Street Parking Spaces And Minimum Required Setbacks, At The Bass Museum Of Art, 2100 Collins Avenue. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:20 a.m.
An Ordinance Amending Chapter 142 "Zoning Districts And Regulations;" Article II, "District Regulations", Division 18, "PS Performance Standard District" To Modify Permitted Uses Within The CPS-2 District To Include Non-Amplified Piano And String Instruments Within Restaurant Interiors; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:25 a.m.
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multi-Family Districts," Subdivision II, "RM-1 Residential Multifamily Low Intensity," To Prohibit Bed And Breakfast Inns Within The Palm View Local Historic District; By Amending Article V, "Specialized Use Regulations," Division 7, "Bed And Breakfast Inns," To Prohibit Bed And Breakfast Inns Within The Palm View Local Historic District; Providing For Codification, Repealer, Severability And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
An Ordinance Amending Chapter 114 "General Provisions", Section 114-1, "Definitions", By Modifying The Definition Of Commercial Vehicle; By Amending Chapter 142 "Zoning Districts And Regulations;" Article IV, "Supplementary District Regulations", Division 1, "Generally" To Modify The Requirements For Required Enclosures To Create An Allowance For The Outdoor Exposure Of Rental Car Vehicles; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

Dr. Stanley Sutnick Citizen's Forum – Pursuant to Resolution No. 2013-28440, the times for the Dr. Stanley Sutnick Citizen's Forum are **8:30 a.m.** and **1:00 p.m.**, or as soon as possible thereafter. Approximately thirty minutes will be allocated to each session, with individuals being limited to no more than three minutes or for a period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

684

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

PUBLIC HEARING

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PURSUANT TO SECTION 142-452(d) OF THE CITY CODE, WAIVING BY 5/7TH VOTE OF THE CITY COMMISSION AFTER PUBLIC HEARING, THE DEVELOPMENT REGULATIONS UNDER CHAPTERS 130 AND 142 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE PERTAINING TO REQUIRED OFF-STREET PARKING SPACES AND MINIMUM REQUIRED SETBACKS, AT THE BASS MUSEUM OF ART, 2100 COLLINS AVENUE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the Resolution.

BACKGROUND

On May 6, 2015, at the request of Commissioner Joy Malakoff, the City Commission referred the proposed waiver of development regulations (C4K) to the Planning Board for review, pursuant to Section 142-4125(d) of the City Code. The funding for the Museum expansion was approved by the City Commission last year.

On May 12, 2015, the Historic Preservation Board granted a Certificate of Appropriateness for the partial demolition, renovation and expansion of the Bass Museum at 2100 Collins Avenue (HPB File No. 7521). It was determined, during the course of the Historic Preservation Board review that the proposed Museum expansion will require a waiver from the following development regulations:

1) Section 130-131 pertaining to a fee in lieu of providing required parking for new construction; and

2) Section 142-218 pertaining to minimum setback requirements for the proposed western expansion.

ANALYSIS

The location is zoned Government Use (GU) and, as per Section 142-425(d) of the City Code, the City Commission may waive by five sevenths vote, following a public hearing, development regulations "pertaining to governmental owned or leased buildings, uses and sites which are wholly used by, open and accessible to the general public, or used by not-for-profit, educational, or cultural organizations, or for convention center hotels, or convention center hotel accessory garages, or city utilized parking lots, provided they are continually used for such purposes."

Agenda Item R7C
Date 7-8-15

PLANNING BOARD REVIEW

In accordance with the requirements of Section 142-425 of the City Code, the Planning Board reviewed this matter at their May 26, 2015 meeting and unanimously recommended in favor of the subject waivers.

CONCLUSION

The Administration recommends the City Commission approve the Resolution granting the waiver of development regulations.

JLM:JMJ:TRM

T:\AGENDA\2015\July\PLANNING\Waiver of Dev Regs for Bass Museum MEMO.docx

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PURSUANT TO SECTION 142-425(d) OF THE CITY CODE, WAIVING BY 5/7TH VOTE OF THE CITY COMMISSION AFTER PUBLIC HEARING, THE DEVELOPMENT REGULATIONS UNDER CHAPTERS 130 AND 142 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE PERTAINING TO REQUIRED OFF-STREET PARKING SPACES AND MINIMUM REQUIRED SETBACKS, AT THE BASS MUSEUM OF ART, 2100 COLLINS AVENUE.

WHEREAS, the Bass Museum of Art is located at 2100 Collins Avenue is zoned Government Use (GU); and

WHEREAS, the proposed western expansion of the Bass Museum of Art has been funded; and

WHEREAS, on May 12, 2015, the Historic Preservation Board granted a Certificate of Appropriateness for the partial demolition, renovation and expansion of the Bass Museum at 2100 Collins Avenue (HPB File No. 7521); and

WHEREAS, chapter 142 of the City Code provides for minimum parking and setback requirements for new construction located in GU districts; and

WHEREAS, the City of Miami Beach Land Development Regulations (LDR) at Section 142-425(d), provides, following review by the Planning Board, and a public hearing before the City Commission, for a waiver, by 5/7th vote of the City Commission, of the City's development regulations on governmentally owned or leased buildings at GU zoned properties, provided the proposed user is a not-for-profit, educational or cultural organizations, and provided the GU sites are continually used for such non-profit, educational or cultural purposes; and

WHEREAS, pursuant to the requirements of 142-425(d), an analysis was conducted and the Planning Director determined that the proposed Museum expansion will require a waiver from Section 130-131 of the City Code pertaining to a fee in lieu of providing required parking for new construction and from Section 142-218 of the City Code pertaining to minimum setback requirements for the proposed western expansion of the Museum; and

WHEREAS, on May 26, 2015, the Planning Board reviewed the proposed waiver and recommended in favor by a vote of 5-0; and

WHEREAS, the City Commission determines it is appropriate to waive the development regulations by a 5/7th vote in conjunction with the proposed expansion of the Bass Museum.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, pursuant to section 142-452(d) of the City Code, waiving by 5/7th vote of the City Commission after public hearing, the development regulations under section 130-131 and 142-1218 in conjunction with the expansion

of the Bass Museum of Art, located at 2100 Collins Avenue, as approved by the Historic Preservation Board on May 12, 2015 (HPB File No. 7521).

PASSED AND ADOPTED this _____ day of _____2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 5/27/15
Date

F:\ATTO\BOUE\RESOS\Waiver of Dev Regs for Bass Museum RESO REVISED.docx

1915 • 2015
MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the following public hearing will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015,** at **10:15 a.m.**, or as soon thereafter as the matter can be heard:

> A Resolution Pursuant To Section 142-425(d) Of The City Code, Waiving By 5/7th Vote Of The City Commission After Public Hearing, The Development Regulations Under Chapters 130 And 142 Of The Land Development Regulations Of The City Code Pertaining To Required Off-Street Parking Spaces And Minimum Required Setbacks, At The Bass Museum Of Art, 2100 Collins Avenue. *Inquiries may be directed to the Planning Department at 305.673.7550.*

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. Copies of this item is available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

Ad 1028

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that the following public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015,** at the times listed, or as soon thereafter as the matter can be heard:

10:00 a.m.
A Resolution To Consider Approval, Following First Reading/Public Hearing Of A Development And Ground Lease Agreement As Authorized Under Section 82-37 Of The City Code, Section 118-4 Of The City Code, And Sections 163.3220 - 163.3243, Florida Statutes, Between The City And Portman Miami Beach, LLC ("Portman"), For The Development Of An 800-Room Convention Headquarter Hotel And Related Facilities, Including Up To 95,000 Square Feet Of Conference And Ballroom Facilities, And Up To 37,400 Square Feet Of Restaurant Facilities (The "Hotel"), On An Approximately 2.65 Acre Site Bounded Roughly By The Miami Beach Convention Center to the North, 17th Street to the South, the Fillmore Miami Beach at the Jackie Gleason Theater to the East, and Convention Center Drive to the West (The "Leased Property"); Delineating The Conditions For The Design, Construction, Equipping And Operation Of The Hotel On The Leased Property With No City Funding Therefor; Providing For A 99-Year Term Of The Leased Property Once Certain Conditions Are Satisfied; Prohibiting Gambling Establishments On The Leased Property; And Providing For Base Rent To The City Once The Hotel Opens, Including, After The Third Year Following The Hotel's Opening And Each Year Thereafter, Four Percent (4%) Of The Gross Revenues Of The Hotel; And Further Setting The Second And Final Reading Of The Development And Ground Lease Agreement For A Time Certain. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:05 a.m.
A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee, And Approving And Authorizing The Mayor And City Clerk To Execute A New Lease Agreement Between The City And SB Waxing, Inc. D/B/A Uni-K-Wax (Tenant), For An Initial Term Of Five (5) Years, With One (1) Renewal Option For Four (4) Years And Three Hundred And Sixty Four (364) Days, Involving The Use Of Approximately 1,291 Square Feet Of City-Owned Property Located At 1701 Meridian Avenue, Unit 3 (A/K/A 771 17th Street), Miami Beach, Florida (Premises); And Further Waiving By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The Public. *Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7577.*

10:10 a.m.
A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, The Transfer, Via Quit Claim Deed, To The Florida Department Of Transportation (FDOT) The Property Identified In Exhibit A, As The Property Has Been Constructed Upon By FDOT And Utilized As A Turning Lane From Michigan Avenue Onto Alton Road; Containing Approximately 4,014 Square Feet In Total Area; Waiving By 5/7th Vote, The Competitive Bidding Requirements And Independent Appraisal Requirements Of Section 82-39 Of The City Code, Finding That The Public Interest Would Be Served By Waiving Such Conditions. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:15 a.m.
A Resolution Pursuant To Section 142-425(D) Of The City Code, Waiving By 5/7th Vote Of The City Commission After Public Hearing, The Development Regulations Under Chapters 130 And 142 Of The Land Development Regulations Of The City Code Pertaining To Required Off-Street Parking Spaces And Minimum Required Setbacks, At The Bass Museum Of Art, 2100 Collins Avenue. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:20 a.m.
An Ordinance Amending Chapter 142 "Zoning Districts And Regulations;" Article II, "District Regulations", Division 18, "PS Performance Standard District" To Modify Permitted Uses Within The CPS-2 District To Include Non-Amplified Piano And String Instruments Within Restaurant Interiors; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:25 a.m.
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multi-Family Districts," Subdivision II, "RM-1 Residential Multifamily Low Intensity," To Prohibit Bed And Breakfast Inns Within The Palm View Local Historic District; By Amending Article V, "Specialized Use Regulations," Division 7, "Bed And Breakfast Inns," To Prohibit Bed And Breakfast Inns Within The Palm View Local Historic District; Providing For Codification, Repealer, Severability And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
An Ordinance Amending Chapter 114 "General Provisions", Section 114-1, "Definitions", By Modifying The Definition Of Commercial Vehicle; By Amending Chapter 142 "Zoning Districts And Regulations;" Article IV, "Supplementary District Regulations", Division 1, "Generally" To Modify The Requirements For Required Enclosures To Create An Allowance For The Outdoor Exposure Of Rental Car Vehicles; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

Dr. Stanley Sutnick Citizen's Forum – Pursuant to Resolution No. 2013-28440, the times for the Dr. Stanley Sutnick Citizen's Forum are **8:30 a.m.** and **1:00 p.m.**, or as soon as possible thereafter. Approximately thirty minutes will be allocated to each session, with individuals being limited to no more than three minutes or for a period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

690

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FY 2014/15 REVISED AMENDMENT TO THE KEY INTENDED OUTCOMES IN THE CITY OF MIAMI BEACH'S STRATEGIC PLAN AS SET FORTH HEREIN TO GUIDE THE DESIGN OF PROGRAMS AND SERVICES PROVIDED BY THE CITY.

Key Intended Outcome Supported:

Pursuant to Resolution 2006-26341, the City Commission created a Strategic Plan that identifies multi-year strategic priorities (Key Intended Outcomes) with corresponding result measures for each priority. Pursuant to Resolution 2014-28678, the City Commission adopted amendments to the Key Intended Outcomes in the City of Miami Beach's Strategic Plan on June 23, 2014 to guide the design of programs and services provided by the City.

Item Summary/Recommendation:

Pursuant to Resolution 2006-26341, the City Commission created a Strategic Plan that identifies multi-year strategic priorities (Key Intended Outcomes) with corresponding result measures for each priority. Per Resolution 2014-28678 the City Commission adopted the 2014 Update to the Key Intended Outcomes in the City of Miami Beach Strategic Plan.

At the May 29, 2015 Commission Retreat the City's Key Intended Outcomes in the Strategic Plan were further revised to reflect the priority outcomes of the Mayor and City Commission.

The Strategic Plan should be amended to include Key Intended Outcomes prioritized at the May 2015 Commission Retreat.

The Administration recommends the adoption of the 2015 Revised Amendment to the Key Intended Outcomes in the City of Miami Beach Strategic Plan.

This adoption will better guide the City of Miami Beach's design of programs and services to provide excellent public service and safety to all who live, work, and play in our vibrant, tropical community.

Advisory Board Recommendation:

Adopt the 2015 Revised Amendment to the Key Intended Outcomes in the City of Miami Beach Strategic Plan

Financial Information:

Source of Funds:		Amount	Account
n/a	1	n/a	
	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Kate Gonzalez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JW		JLM

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FY 2014/15 REVISED AMENDMENT TO THE KEY INTENDED OUTCOMES IN THE CITY OF MIAMI BEACH'S STRATEGIC PLAN AS SET FORTH HEREIN TO GUIDE THE DESIGN OF PROGRAMS AND SERVICES PROVIDED BY THE CITY.**

ADMINISTRATION RECOMMENDATION

Adopt the FY 2014/15 Revised Amendments to the Key Intended Outcomes in the City of Miami Beach Strategic Plan

BACKGROUND

At the May 29, 2015 Commission Retreat the City's Key Intended Outcomes (KIOs) in the Strategic Plan, adopted on June 23, 2014 per Resolution 2014-28678, were further refined to best reflect the priority outcomes of the Mayor and Commission.

Pursuant to Resolution 2006-26341, the City Commission created a Strategic Plan that identifies multi-year strategic priorities (Key Intended Outcomes) with corresponding result measures for each priority. The refined Strategic Plan includes the following Key Intended Outcomes by priority area discussed at the May 29, 2015 Commission Retreat:

~~Policing Culture~~ *Public Safety*

- Insist On Police Department Accountability And Skilled Management/ Leadership
- Reform Policing Culture With Customer Service Emphasis
- *Enhance Public Safety and Emergency Preparedness*

Management and Service Delivery

- Streamline The Delivery Of Services Through All Departments
- Improve Building/Development-Related Processes From Single Family Residences To The Large Development Projects
- Strengthen Internal Controls To Achieve More Accountability
- Enhance External And Internal Communication From And Within The City
- Ensure That A Universal Culture Of High Quality Customer-Service Is Driving The Conduct Of The City Commission And All City Employees
- Ensure Expenditure Trends Are Sustainable Over The Long Term
- Improve City's Managerial Leadership To Reward Innovation And Performance

Infrastructure

- Ensure Reliable Stormwater Management And Resiliency Against Flooding By Implementing Select Short And Long-Term Solutions Including Addressing Sea-Level Rise
- Ensure Comprehensive Mobility Addressing All Modes Throughout The City
- Build And Maintain Priority Infrastructure With Full Accountability
- ~~Enhance Pedestrian Safety Universally~~

Premier Neighborhoods

- Enhance Beauty And Vibrancy Of Urban And Residential Neighborhoods; Focusing On Cleanliness and Historic Assets In Select Neighborhoods & Redevelopment Areas
- Revitalize Key Neighborhoods, Starting With North Beach And Ocean Drive
- Improve Cleanliness In High Traffic Residential And Pedestrian Areas, Including Maximizing Deployment Of Trash Cans On Every Corner
- Improve Cleanliness, City Beaches
- Enhance Beautification And Cleanliness Of City Owned Corridors
- Elevate Walkability *and Pedestrian Safety* To First Criteria Of All Development Decisions, Including Reconstruction And Planning
- Ensure Workforce Housing For Key Industry Workers Is Available In Suitable Locations
- Ensure Compliance With Code Within Reasonable Time Frame, Emphasizing The Code For Commercial Development
- *Enhance Cultural and Recreational Activities*

International Center for Tourism and Business

- Improve Alliance With Key Business Sectors, Namely Hospitality, Arts, & International Business With A Focus On Enhanced Culture, Entertainment, & Tourism
- Maximize The Miami Beach Brand As A World Class Destination

Education Excellence

- Achieve Educational (K-12) Excellence
- Induce Public School Accountability Mainly At Middle School

Throughout the budget process, current and proposed initiatives that support the City's vision, mission, and Strategic Plan priorities will be reviewed. The budget process will focus on Key Intended Outcomes, initiatives, and performance measures.

CONCLUSION

The Administration recommends the adoption of the FY 2014/15 Revised Amendments to the Key Intended Outcomes in the City of Miami Beach Strategic Plan. This adoption will better guide the City of Miami Beach's design of programs and services to provide excellent service to all who live, work and play in our vibrant, tropical community.

JLM/~~JW/KEG~~ JW KEG

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FY 2014/15 REVISED AMENDMENT TO THE KEY INTENDED OUTCOMES IN THE CITY OF MIAMI BEACH'S STRATEGIC PLAN AS SET FORTH HEREIN TO GUIDE THE DESIGN OF PROGRAMS AND SERVICES PROVIDED BY THE CITY.

WHEREAS, pursuant to Resolution 2006-26341, the City Commission created a Strategic Plan that identifies multi-year strategic priorities (Key Intended Outcomes) for the City of Miami Beach, with corresponding result measures for each priority; and

WHEREAS, pursuant to Resolution 2014-28678, the City Commission adopted amendments to the Key Intended Outcomes in the City of Miami Beach's Strategic Plan on June 23, 2014 to guide the design of programs and services provided by the City; and

WHEREAS, at the May 29, 2015 Commission Retreat, the City's Key Intended Outcomes in the Strategic Plan were further revised to better reflect the priority outcomes of the Mayor and City Commission; and

WHEREAS, the Strategic Plan should be amended as follows to provide the following Key Intended Outcomes, sorted by priority area, as revised at the May 2015 Commission Retreat:

Public Safety
- Insist On Police Department Accountability And Skilled Management/ Leadership
- Reform Policing Culture With Customer Service Emphasis
- Enhance Public Safety and Emergency Preparedness

Management and Service Delivery
- Streamline The Delivery Of Services Through All Departments
- Improve Building/Development-Related Processes From Single Family Residences To The Large Development Projects
- Strengthen Internal Controls To Achieve More Accountability
- Enhance External And Internal Communication From And Within The City
- Ensure That A Universal Culture Of High Quality Customer-Service Is Driving The Conduct Of The City Commission And All City Employees
- Ensure Expenditure Trends Are Sustainable Over The Long Term
- Improve City's Managerial Leadership To Reward Innovation And Performance

Infrastructure
- Ensure Reliable Stormwater Management And Resiliency Against Flooding By Implementing Select Short And Long-Term Solutions Including Addressing Sea-Level Rise
- Ensure Comprehensive Mobility Addressing All Modes Throughout The City
- Build And Maintain Priority Infrastructure With Full Accountability

Premier Neighborhoods
- Enhance Beauty And Vibrancy Of Urban And Residential Neighborhoods; Focusing On Cleanliness, Historic Assets, In Select Neighborhoods And Redevelopment Areas

- Revitalize Key Neighborhoods, Starting With North Beach And Ocean Drive
- Improve Cleanliness In High Traffic Residential And Pedestrian Areas, Including Maximizing Deployment Of Trash Cans On Every Corner
- Improve Cleanliness, City Beaches
- Enhance Beautification And Cleanliness Of City Owned Corridors
- Elevate Walkability and Pedestrian Safety To First Criteria Of All Development Decisions, Including Reconstruction And Planning
- Ensure Workforce Housing For Key Industry Workers Is Available In Suitable Locations
- Ensure Compliance With Code Within Reasonable Time Frame, Emphasizing The Code For Commercial Development
- Enhance Cultural and Recreational Activities

International Center for Tourism and Business

- Improve Alliance With Key Business Sectors, Namely Hospitality, Arts, & International Business With A Focus On Enhanced Culture, Entertainment, & Tourism
- Maximize The Miami Beach Brand As A World Class Destination

Education Excellence

- Achieve Educational (K-12) Excellence
- Induce Public School Accountability Mainly At Middle School; and

WHEREAS, throughout the budget process, current and proposed initiatives that support the Strategic Plan priorities will be reviewed, along with the Mission and Vision for the City; and

WHEREAS, the budget process will focus on the Key Intended Outcomes, initiatives, and performance measures.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby adopt the FY 2014/15 Revised Amendments to the Key Intended Outcomes in the City of Miami Beach Strategic Plan as set forth herein to guide the design of programs and services provided by the City.

PASSED AND ADOPTED this 8th day of July, 2015.

ATTEST:

Philip Levine, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 6-19-15

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Mayor And City Clerk To Execute A Change Order to Calvin, Giordano & Associates, Inc., Dated June 29, 2015 (The Agreement); Said Change Order In The Amount Of $78,234.23, For Additional Service For The Completion Of The Redesign And Engineering Of The Pathway To The Wider 25-Foot Width For the Middle Beach Recreational Corridor Phase II Project, Between The 46th Street Parking Lot And The 64th Street Parking Lot.

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City.

Supporting Data: N/A

Item Summary/Recommendation:

Pursuant to the Request For Qualifications (RFQ) No. 20-10/11 for design, bid, award, and construction administration services for the Middle Beach Recreational Corridor Phase II project, at its May 11, 2011 meeting, the City Commission authorized an award for design, bid, award, and construction administration services agreement with Calvin, Giordano & Associates, Inc. in the amount of $529,629.61.

The Middle Beach Recreational Corridor MBRC Phase II consists of the construction of an on-grade pedestrian pathway encompassing eighteen City blocks or approximately 9,305 feet. The pathway will be constructed along the western side of the coastal dunes and east of oceanfront properties, between the 46th Street parking lot and the 64th Street parking lot. The pathway will also serve as a portion of the coastal north/south connector in the larger Atlantic Greenway Network.

On November 19th 2014, The City Commission gave the direction to redesign the pathway to a wider width of 25 feet (where allowable) to better accommodate pedestrians and cyclists. This change in design strategy came at the 60% plan completion level. Over the last seven months, the design team has been negotiating with the Florida Department of Environmental Protection to permit a wider pathway of 25 feet.

The Environment and Sustainability Division is requesting additional $ 78,234.23 to be allocated to the additional service agreement from Calvin, Giordano & Associates, Inc. in order to complete the redesign and re-engineering of the pathway to the wider 25-foot width. This additional funding request could be allocated from the construction budget, currently at $12,229,276.

Calvin, Giordano & Associates, Inc. has submitted an Additional Services Agreement for the amount of $78,234.23 to complete the redesign and engineering of the pathway to the wider 25-foot width. This Additional Services Agreement has been submitted to the City's Environment & Sustainability Division for further review and recommendation. City staff reviewed the Agreement and found that the amount was fair and reasonable.

The Administration recommends adopting the Resolution

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1	$ 78,234.23	388-2033-069357
10.DOBPI	Total	**$78,234.23**	

Financial Impact Summary: $78,234.23 will be transferred from the Middle Beach Recreational Corridor construction funds into design.

City Clerk's Office Legislative Tracking:

Elizabeth Wheaton x6121

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2015\July\ENVIRONMENTAL\MBRC - SUMMARY.docx

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CHANGE ORDER TO CALVIN, GIORDANO & ASSOCIATES, INC., DATED JUNE 29, 2015 (THE AGREEMENT); SAID CHANGE ORDER IN THE AMOUNT OF $78,234.23, FOR ADDITIONAL SERVICES FOR THE COMPLETION OF THE REDESIGN AND ENGINEERING OF THE PATHWAY TO THE WIDER 25-FOOT WIDTH FOR THE MIDDLE BEACH RECREATIONAL CORRIDOR PHASE II PROJECT, BETWEEN THE 46TH STREET PARKING LOT AND THE 64TH STREET PARKING LOT.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution

FUNDING

The current funding available is $12,229,276 for the construction phase.

BACKGROUND

Pursuant to the Request For Qualifications (RFQ) No. 20-10/11 for design, bid, award, and construction administration services for the Middle Beach Recreational Corridor Phase II project, at its May 11, 2011 meeting, the City Commission authorized an award for design, bid, award, and construction administration services agreement with Calvin, Giordano & Associates, Inc. in the amount of $529,629.61.

The Middle Beach Recreational Corridor MBRC Phase II consists of the construction of an on-grade pedestrian pathway encompassing eighteen City blocks or approximately 9,305 feet. The pathway will be constructed along the western side of the coastal dunes and east of oceanfront properties, between the 46th Street parking lot and the 64th Street parking lot. The pathway will also serve as a portion of the coastal north/south connector in the larger Atlantic Greenway Network.

On November 19th 2014, The City Commission gave the direction to redesign the pathway to a wider width of 25 feet (where allowable) to better accommodate pedestrians and cyclists. This

change in design strategy came at the 60% plan completion level. Over the last seven months, the design team has been negotiating with the Florida Department of Environmental Protection to permit a wider pathway of 25 feet.

In order to complete the redesign and engineering of the pathway to the wider 25-foot width, Calvin, Giordano & Associates, Inc. will need additional monies to cover this change in design. Utilizing the amounts identified below as "remaining", the following will be the amounts needed for the Additional Services Agreement to redesign those affected portions of the Design 2 – Design Services phase:

Service Description	Initial Fee	Spent	Remaining	Additional Services Agreement Fees	Total needed
Landscape Architectural and Engineering Services	$ 99,295.14	$ 91,462.63	$ 7,832.51	$ 24,160.50	$ 16,327.99 ($ 24,160.50 Needed - $ 7,832.51 Remaining)
Construction Drawings and Specifications	$ 61,376.61	$ 35,688.00	$ 25,688.61	$ 72,481.50	$ 46,792.89 ($ 72,481.50 Needed - $ 25,688.61 Remaining)
Permitting	$ 54,466.03	$ 27,025.38	$ 27,440.65	$ 42,554.00	$ 15,113.35 ($ 42,554.00 Needed - $ 27,440.65 Remaining)
TOTAL					**$ 78,234.23**

The Environment and Sustainability Division is requesting additional $ 78,234.23 to be allocated to the additional service agreement from Calvin, Giordano & Associates, Inc. in order to complete the redesign and re-engineering of the pathway to the wider 25-foot width. This additional funding request could be allocated from the construction budget, currently at $12,229,276.

COST ANALYSIS

Calvin, Giordano & Associates, Inc. has submitted an Additional Services Agreement for the amount of $78,234.23 (attachment) to complete the redesign and engineering of the pathway to the wider 25-foot width.

This Additional Services Agreement has been submitted to the City's Environment & Sustainability Division for further review and recommendation. City staff reviewed the Agreement and found that the amount was fair and reasonable.

CONCLUSION

The Administration recommends adopting the Resolution .

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY AND CALVIN, GIORDANO & ASSOCIATES, INC. (THE AGREEMENT); SAID AMENDMENT INCREASING THE SCOPE OF THE AGREEMENT TO INCLUDE SERVICES FOR THE COMPLETION OF THE REDESIGN AND ENGINEERING OF THE PATHWAY TO THE WIDER 25-FOOT WIDTH FOR THE MIDDLE BEACH RECREATIONAL CORRIDOR PHASE II PROJECT, BETWEEN THE 46TH STREET PARKING LOT AND THE 64TH STREET PARKING LOT, AND INCREASING THE COST OF THE AGREEMENT IN THE AMOUNT OF $78,234.23.

WHEREAS, on March 21, 2012, pursuant to Request for Qualifications No. 20-10/11, the Mayor and City Commission approved Resolution No. 2012-27861, approving and authorizing the execution of an agreement between Calvin, Giordano & Associates, Inc. and the City (Agreement) for the design, bid, award, and construction administration services for the Middle Beach Recreational Corridor Phase II project; and

WHEREAS, the Project consists of the construction of an on-grade pedestrian pathway encompassing eighteen City blocks or approximately 9,305 feet, from 46th Street to Allison Park at 64th Street to the southern terminus of the existing North Beach Recreational Corridor; and

WHEREAS, the pathway will also serve as a portion of the coastal north/south connector in the larger Atlantic Greenway Network (AGN) which supports the sustainable initiative of alternative transportation throughout the City; and

WHEREAS, on November 19th 2014, the City Commission gave the direction to redesign the pathway to a wider width of 25 feet (where allowable) to better accommodate both pedestrians and cyclists; and

WHEREAS, this change in design strategy came at the 60% plan completion level, over the last seven months, the design team has been negotiating with the Florida Department of Environmental Protection to permit a wider pathway of 25 feet; and

WHEREAS, in order for Calvin, Giordano & Associates, Inc. to complete the redesign and engineering of the pathway to the wider 25-foot width, Calvin, Giordano & Associates, Inc. will need an additional **$78,234.23** to be allocated to cover this change in design; and

WHEREAS an Amendment to the Agreement between the City and Calvin, Giordano & Associates, Inc. is required to allow the change order for the additional services required; and

WHEREAS, funding in the amount of $12,229,276 is budgeted in FY 2014/15 budget to cover the anticipated costs for the construction of the Middle Beach Recreational Corridor Phase II inclusive of these additional services.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute Amendment No. 1 to the

Agreement between the City and Calvin, Giordano & Associates, Inc.; said amendment increasing the scope of the Agreement to include services for the completion of the redesign and engineering of the pathway to the wider 25-food width for the Middle Beach Recreational Corridor Phase II project, between the 46th Street parking lot and the 64th Street parking lot, and increasing the cost of the Agreement in the amount of $78,234.23.

PASSED AND ADOPTED this ____ day of _____.

ATTEST:

_____ _____

Rafael E. Granado, City Clerk Philip Levine, Mayor

_____ _____

City Attorney Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 2/1/15
Date

RESOLUTION NO. 2012-27861

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CALVIN GIORDANO & ASSOCIATES, INC., PURSUANT TO THE REQUEST FOR QUALIFICATIONS (RFQ) NO. 20-10/11, FOR DESIGN, BID AND AWARD, AND CONSTRUCTION ADMINISTRATION SERVICES, FOR THE MIDDLE BEACH RECREATIONAL CORRIDOR; SAID AGREEMENT IN THE AMOUNT OF $529,629.61, WITH FUNDS PREVIOUSLY APPROPRIATED IN THE MIDDLE BEACH RECREATIONAL CORRIDOR PHASE II PROJECT.

WHEREAS, on March 9, 2011, the Mayor and City Commission approved the issuance of Request for Qualifications (RFQ) No. 20-10/11, for the Design, Bid, Award, and Construction Administration Services for the Middle Beach Recreational Corridor Phase II Project (the "RFQ"); and

WHEREAS, the RFQ was issued on March 9, 2011, with an opening date of April 8, 2011; and

WHEREAS, on May 11, 2011, the Mayor and City Commission adopted Resolution No 2011-27656, accepting the recommendation of the City Manager and authorizing the Administration to enter into negotiations with the top-ranked firm of Coastal Systems International, Inc.; to negotiate with the second-ranked firm of Calvin, Giordano & Associates, Inc. should negotiations with the top-ranked firm be unsuccessful; and to negotiate with the third-ranked firm of the Kimley-Horn & Associates, Inc. should negotiations with the first or second-ranked firms be unsuccessful; and

WHEREAS, the Administration was unsuccessful following several months of negotiations with the top-ranked firm, Coastal System International, Inc; and

WHEREAS, the Administration has successfully negotiated the attached professional services agreement with the second-ranked firm, Calvin, Giordano & Associated, Inc., in the amount of $529,629.61.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute a Professional Services Agreement with Calvin, Giordano & Associates, Inc., pursuant to the (RFQ) No. 20-10/11, for Design, Bid and Award, and Construction Administration Services, for the Middle Beach Recreational Corridor, in the amount of $529,629.61; with funds previously appropriated in the Middle Beach Recreational Corridor Phase II Project.

2012-27861

PASSED AND ADOPTED THIS 21st day of March, 2012

ATTEST:

Robert E Parcher, City Clerk

Matti Herrera Bower, Mayor

MIAMI BEACH INCORPORATED MARCH 26TH 1915

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date

T:\AGENDA/2012\3-21-12\RFQ 20-10-11-MBR - RESO

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 3/12/12 Date

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

June 29, 2015

Mr. Elizabeth Wheaton, AICP, LEED AP BD+C
Assistant Building Director
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

RE: MBRC 25-foot Redesign
CGA Proposal No. 11-4080.2

Dear Mr. Wheaton, AICP, LEED AP BD+C,

We are pleased to submit this proposal for Professional Services on the above referenced project.

I. Professional Engineering Services

A. Civil Engineering

1. Please refer to Schedule A

B. Electrical Engineering

1. Please refer to Schedule A

II. Professional Landscape Architecture Services

A. Please refer to Schedule A.

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering and Inspection
Construction Services
Contract Government
Data Technologies and Development
Emergency Management Services
Engineering
Environmental Services
Facilities Management
Indoor Air Quality
Landscape Architecture
Municipal Engineering
Planning
Public Administration
Redevelopment and Urban Design
Surveying and Mapping
Traffic Engineering
Transportation Planning

GSA Contract Holder

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.

- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES			
I	**Professional Engineering Services**		
	A	**Professional Civil Engineering Services**	**$55,660.00**
		Final Engineering	$55,660.00
	B	**Professional Electrical Engineering Services**	**$30,256.00**
		Electrical Engineering	
		Electrical Engineering	$30,256.00
II	**Professional Landscape Architecture Services**		**$53,280.00**
		Other Landscape Architecture Work Activity	$53,280.00
III	**Meetings not included in I thru II**		**Hourly**
		TOTAL (Plus Hourly Services)	**$139,196.00**

TERMS OF THE AGREEMENT

- All aspects of GIS data development created by Calvin, Giordano & Associates, Inc., will be property of the CLIENT and will be given to the CLIENT at time of project completion.
- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.

- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Cost of these services are $139,196.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: 6/29/15

Name: Dennis J. Giordano
Title: President

By: _____ Date: _____

Name: Mr. Elizabeth Wheaton, AICP, LEED AP
Title: Assistant Building Director

SCHEDULE "A" - SCOPE OF SERVICES
CITY OF MIAMI BEACH

MIDDLE BEACH RECREATIONAL CORRIDOR PROJECT
ADDITIONAL SERVICES AGREEMENT FOR THE 25-FOOT REDESIGN
OF "PART 2 – DESIGN SERVICES" OF THE ORIGINAL CONTRACT

Background
The City Commission gave the direction to redesign the Beachwalk project to a wider width of 25 feet (where allowable) to better accommodate both pedestrians and cyclists. This change in design strategy came at the 60% completion level of the plans preparations of the contract's "Part 2 – Design Services" phase, when a substantial amount of the 15-foot design direction had been designed and engineered and after several rounds of review by the State agencies negotiating what allowances the State would permit in meeting the directives of the City Commission.

Originally, the fees allocated for the Design 2 – Design Services phase was:

Landscape Architectural and Engineering Services	$ 99,295.14
Construction Drawings and Specifications	$ 61,376.61
Permitting	$ 54,466.03

Following the negotiations phase with the State to account for this change in design directive, the following are the amounts spent and remaining for the completion of the tasks in the Design 2 – Design Services phase in the original contract:

Landscape Architectural and Engineering Services	$ 91,462.63 spent; ($ 7,832.51 Remaining)
Construction Drawings and Specifications	$ 35,688.00; ($ 25,688.61 Remaining)
Permitting	$ 27,025.38; ($ 27,440.65 Remaining)
	(Total Remaining $ 60,961.77)

In order to redesign and re-engineer the Beachwalk to the wider 25-foot width, Calvin, Giordano & Associates, Inc. (CGA) will need additional monies to be allocated to cover for the expenses in this change in design and direction. Utilizing the amounts identified above as "remaining", the following will be the amounts needed for these Additional Services Agreement (ASA) (shown in **bold**) to redo those affected portions of the *Design 2 – Design Services* phase:

Landscape Architectural and Engineering Services
$ 24,160.50 Needed - $ 7,832.51 Remaining = **$ 16,327.99 for this ASA**
Construction Drawings and Specifications
$ 72,481.50 Needed - $ 25,688.61 Remaining = **$ 46,792.89 for this ASA**
Permitting
$ 42,554.00 Needed - $ 27,440.65 Remaining = **$ 15,113.35 for this ASA**

ASA Total Requested: $ 78,234.23

ADDITIONAL SERVICES DETAILED SCOPE OF SERVICES
The following is a detailed description of the Scope of Work to be provided by the Calvin, Giordano & Associates, Inc. (CGA) team for this Additional Services Agreement to the City of Miami Beach (City) relative to the design, permitting, and implementation of the proposed "Middle Beach Recreational Corridor" Project (Project) between 46th Street to 64th Street. It is the intent that the scope outlined in this Additional Services Agreement shall apply to the affected portions of the section titled *Phase 2 – Design Services* in the original contract, wherein once completed the original contract will take precedence for the

remaining phases of the project, including *Phase 3-Bidding and Award Services* and *Phase 4-Construction Administration Services*.

The purpose of this ASA is to redesign the Beachwalk to a wider 25-foot width, where allowable, to create a multi-purpose, public access corridor, within State-owned lands, which extends along the western edge of the dunes immediately east of the Erosion Control Line (at times immediately abutting the Erosion Control Line consistent with State-issued directives). The corridor will be approximately 9,650 linear feet running in a north-south direction connecting the south end of an existing Beachwalk at Alison Park with the existing Beachwalk recently constructed in front of Indian Beach Park. The corridor will be constructed of hardscape paver materials, and it will identify connections at beach access points and other at public access areas. Consistent with the negotiations with the Florida Department of Environmental Protection (FDEP), the 25-foot width may be designed where the following minimum criteria can be met:

- Where the proposed paver path can be re-aligned as close to the Erosion Control Line as possible;
- Where a minimum 50-foot wide vegetated dune can remain in place;
- Where the engineering minimizes any 'cutting' action on the existing dune and which prefers the addition of beach-compatible fill;
- Where the dune system's secondary beach dune can be strengthened with additional fill, especially in areas where invasive exotic vegetation is being removed; and
- Where the definition of the 25-foot width is inclusive of all construction impacts, including the extents of any fill compaction supporting any proposed header curbs.

This scope assumes that the FDEP will not object to the proposed path location and/or construction materials. This scope assumes that there will be no third-party comments submitted to the FDEP during the permitting process that will trigger significant negotiations or re-design of the project, and that no petition for Administrative Hearing pursuant to Ch. 120 of the Florida Statutes will be filed upon permit issuance. If any of these are needed, then any services associated with them shall be done through a separate ASA.

In addition to the permitting services with the FDEP, CGA will assist in responding to comments issued by the Florida Department of Transportation (FDOT) as a condition of any grant funds issued to the City for this project. Comments will be addressed through the FDOT's Electronic Review Comments (ERC) system.

Because there may be inherent conflicts in the requests, conditions of approval and stipulations outlined by different agencies, this scope assumes that the City will take a lead role in facilitating a conversation between the agencies and 'bringing them to the table' to determine an applicable condition of approval that will satisfy any conflict in direction – CGA has accounted for fees to support the City in this endeavor.

It is understood that additional public outreach will not be a part of this scope of services. Services required by the City for any additional public outreach may be provided on a time-and-material basis though a separate ASA.

CONSULTING SERVICES

PART 1 – PLANNING SERVICES – Not included in this ASA

PART 2 – DESIGN SERVICES (This scope shall replace sections 2.1 Landscape Architectural and Engineering Services, 2.2.2 60% Final Construction Drawings, 2.2.3 90% Final Construction Drawings, 2.2.4 100% Final Construction Drawings, and 2.3 Permitting of *Part 2 – Design Services* of the original contract.)

2.1 LANDSCAPE ARCHITECTURAL, ENGINEERING AND PERMITTING SERVICES

2.1.1 Landscape Architectural and Hardscape Design: Landscape Architecture design services will include the initial layout and geometry of the trail based on the design development. Landscape planting design will be completed in accordance with the design development for the proposed Project improvements. This scope assumes that the plant selection previously developed for the 15-foot version of the plan, which was a product of collaborating with a dune ecologist recommended by the City and after having done consultations with both the Parks and Recreation and Planning departments. As a result of the negotiations with the FDEP for a 25-foot wider paver area, the alignment of the Beachwalk will be within close proximity to the Erosion Control Line, frequently eliminating the opportunities for adequate space within State-owned lands to provide adequate plants' growing areas. As such, planting buffers between the paver Beachwalk and the ECL will be eliminated from the scope in the majority of the areas. It is understood that planting buffers will be provided in areas between the ECL and the proposed edge of the Beachwalk where they exceed 5 feet in width. The same planting species used east of the Beachwalk on the dune will be used in any planting areas between the ECL and the Beachwalk, specifically vegetation that is low-growing as had been directed by the Parks and Recreation Department of the City. It is understood that any vegetated privacy buffers will desired by any private property will have to be provided on private property and at their expense, as these will not be a part of this scope of work. Hardscape paving strategies will be developed, including materials, colors, and finishes for the path, edging, fixtures, and other features, to be consistent with previously constructed segments of the Beachwalk.

2.1.2 Engineering Design: The CGA team will provide the initial engineering design services required for the Project elements outlined in the design development. The grading design will be initialized to meet the aesthetic intent of the landscape planting areas. It is assumed that existing beach access points across the dune will be maintained or streamlined. Access to street ends, existing riparian properties, and other access corridors will be reviewed. Access for emergency vehicles will be reviewed and illustrated. This scope of services assumes that no new major structures (bathrooms, walls, etc.) will be designed as part of this Project. Cross sections for the corridor will be developed that will include the path pavers and base material.

2.1.3 Dune Fill Design: CGA will prepare initial design plans suitable for submittal to the DEP illustrating the proposed dune fill to expand the dune profile, as necessary, to restore the dune where needed to establish plant installation. Fill elevation and slopes will be designed. Required connections to street ends and landward properties will be considered in this initial fill design. A proposed fill volume will be calculated. After review and conceptual approval by the DEP, the fill design will be incorporated into the Preliminary Construction Drawings.

2.1.4 Electrical Engineering: Pedestrian scale bollard lights with low wattage bulbs and shielding/louvers will be used, as pre-selected by the City and consistent with fixtures utilized in previous segments of the recreational corridor. CGA will coordinate light siting relative to the project's aesthetic considerations. The electrical and lighting plans along with the electrical riser diagram will be defined indicating the proposed equipment and fixture details, quantities, and locations. The electrical power riser diagram will be defined consistent with load requirements and voltage drop calculations. Service entrance requirements will be coordinated with FPL consistent with available and/or new service configurations and locations.

2.1.5 Dune Vegetation Restoration Design: CGA will prepare initial design plans suitable for submittal to the DEP illustrating areas of any exotic vegetation removal and proposed dune vegetation to replace exotics and fill barren areas. Plans will include areas to be vegetated, native salt-tolerant plant species, and appropriate specifications for planting. After review and conceptual approval by the DEP, the dune restoration design will be incorporated into the Preliminary Construction Drawings. This scope of services assumes that there will be no expansion of the footprint of the dune structure/vegetation limits and may attempt to consider already permitted dune restoration projects in this area.

2.1.6 Irrigation Design: and thus will eliminate the need for irrigation in those areas. Additionally, consistent with the direction of the City, irrigation will not be provided on any dune area east of the proposed paver area. Instead, permanent irrigation will be designed only at park area connections to the Beachwalk, specifically at 53rd Street Park and Alison Park. The design shall include system layout, service connections, list of materials and installation details consistent with the other

Beachwalk projects or as directed by City Staff. The system will include controllers, valves, heads, main and lateral piping, backflow preventers and flow sensors.

2.1.7 Signage Design: The CGA team will provide up design plans for marking and signage to provide separations between cyclist and pedestrian users of the wider Beachwalk. It is envisioned that signage will be consistent with the City's adopted Wayfinding standards – the City shall provide all applicable wayfinding standards for incorporation. All pavement distinctions between pedestrian and cyclist areas are to be integrated into the hardscape paving design and shall not be in the form of a roadway pavement thermoplastic, applied or painted-on application. As such, it is anticipated that pavement striping plans shall not be a part of this project. Signage locations will be identified in the layout or landscape plans.

2.1.8 Basic Permitting Services: It is anticipated that City of Miami Beach Permits, including Permits from the Public Works and the Building Departments, will be required for the Project. The City will prepare applications and process these permits. CGA will assist the City in processing the permits. CGA will meet with representatives of the City toward securing the required approvals for site and civil improvements.

2.1.9 Grants of Perpetual Easement: As the proposed layout of the Project shall not meander landward of the Erosion Control Line (ECL) onto upland properties, an easement agreement shall not be required between privately-owned properties and the City. In the vent that the City requires any easements for any other purpose related to this project, the City shall be responsible for securing all necessary easements from the affected property owners. Any coordination between the City and FDEP regarding any issues regarding easement format or content, although it is generally assumed that there will not be issues of any significance in this regard, will be conducted under a separate Additional Services Agreement. The City shall also provide any and all temporary control easements and perpetual maintenance easements needed for the project. These need to be drafted and obtained prior to construction and phasing initiation.

2.1.10 DEP Division of State Lands Consent of Use Application and Processing (if necessary, these shall be performed under a separate Additional Services Agreement):

2.1.10.1 DEP Division of State Lands Consent of Use Application

Regulations may require that a Consent of Use or easement be obtained by any entity (local, private, commercial) prior to construction or other activities on State-owned lands. All lands east of the Erosion Control Line are owned by the State of Florida. If the Division of State Lands is not able to confirm that Consent of Use is provided through an updated City Beachfront Management Plan, a separate application for Consent must be submitted. If required, CGA will coordinate with the City to prepare and submit a State Lands Consent of Use request to the DEP Joint Coastal Permitting (JCP) program.

2.1.10.2 DEP Division of State Lands Consent Processing: CGA will confer with DEP staff to advise them of the details of proposed construction and identify areas of staff concern. CGA will maintain telephone contact with the DEP to expedite their review and processing of the Consent of Use application. CGA will provide a sketch illustrating the general north and south boundaries of the Consent approval relative to DEP reference monuments. This scope of services assumes that a surveyed legal description of the boundaries of the Project upon state lands will not be required, and that a *Consent to Use State Lands*, rather than easement, will be required/issued.

2.1.11 Permitting with Florida Department of Environmental Protection and Florida Fish and Wildlife Conservation Commission

2.1.11.1 FDEP CCCL Permit: CGA will prepare and assist the City in obtaining a CCCL Permit for the construction of the project. Towards this effort, CGA will prepare the necessary plans and specifications to obtain this permit. The City will provide CGA with an executed CCCL permit application form, a DEP permit application fee (amount to be determined), and a letter from the Planning and Zoning Department indicating their approval of the project and confirming that the project "does not contravene local setback requirements, or zoning codes" and "is consistent with the state-approved local Comprehensive Plan." The City will provide CGA with the relevant legal descriptions and ownership/control documentation for the proposed Project area. CGA will prepare and submit a permit application package containing this information, as well as the Project design plans, for the proposed project.

1.2.11.2 FDEP and FWC Marine Turtle (Lighting) Review: CGA will coordinate with the lighting and landscaping team members toward obtaining lighting plans, cut sheets, and the lighting table

required by the FDEP and Florida Fish and Wildlife Conservation Commission (FWC) for review and approval. CGA will also maintain telephone contact with the FWC to expedite their review and approval of the proposed exterior lighting. CGA will confer with the team landscape architect, lighting consultant, and City as to questions, revisions, or additional items that may be required by the FWC to assist the City in obtaining approval for the proposed exterior lighting. It is assumed that bollard light fixture (or a very similar model) and bulbs previously approved by the FWC for the Beachwalk and NBRC Project will be used exclusively for Beachwalk II. It is assumed that no lights will be proposed that would be visible from the beach (such as fixtures near or seaward of the dune crest).

2.1.11.3 Additional DEP Meetings: CGA may attend up to two (2) additional meetings, as needed, in Tallahassee with FDEP staff to review the permit application, re-confirm the acceptability of specific elements of the design, and facilitate expedited permit processing. This can be done at the written request of the City and shall be done under a separate Additional Services Agreement. CGA will prepare Minutes for each meeting documenting the discussions and summarizing FDEP's acknowledgement of compliance.

2.2 CONSTRUCTION DRAWINGS AND SPECIFICATIONS

2.2.1 30% Preliminary Construction Drawings: Omitted and shall be understood as haven been fulfilled

2.2.2 60% Construction Drawings

2.2.2.1 CGA will prepare construction plans at approximately the 60% level of completion illustrating details of the proposed Project. The design drawings will illustrate plan and sectional views of the improvements and will include details of paving and grading. All path geometry and elevations will be established, including slopes and ADA considerations and accesses. Minor drainage design (slopes, swales, etc., but no drainage structures or underground piping) will be completed as appropriate for the improvements. Revisions to the number of existing dune crossovers and modifications to sand-on-grade access, and clarification of connections to existing parks and parking lots will be provided. Design for minor beach structures (such as fences and showers, etc.) are not a part of this Project. Paving and utility connection (water/electrical) design will also be developed as required. The plans will incorporate existing conditions and basic design elements including construction details, decorative details for the path, vegetation, and lighting and ADA access assurances. The 60% preliminary plans will graphically convey the engineering and landscape architectural design, and be formatted for a logical sequence of construction. CGA will submit a complete set of all 60% plans to City Staff for review and comment relative to compliance with City Standards. Any significant design changes made to the plan set during this phase of services by the City or a regulatory agency will be addressed under a separate scope of services.

2.2.2.2 Updated Cost Opinion: The opinion of probable construction cost will be revised and submitted with the design submittal package.

2.2.2.3 Preliminary Technical Specifications: CGA will prepare preliminary technical specifications in the Construction Specifications Institute (CSI) format for the Divisions 2-16 specifications required for the construction plans. The City will be responsible for all "up-front" bid package documents such as General Conditions, Construction Contracts, and Division 1 specifications, etc.

2.2.2.4 60% Plans Review: Drawings will be presented to the City for processing through various City Departments. The City shall be responsible for coordinating and routing all plans through the various departments to obtain input. City shall coordinate a review by various City-departments and collect all comments from the various departments. CGA will attend one (1) meeting with City Staff to review all comments and obtain direction for further development to be reflected in 90% plans, particularly to address any conflicting comments and to move the process forward. It is expected that to obtain clear direction on how to resolve potentially conflicting comments as issued by different City Departments, various department representatives will attend the meeting.

2.2.2.5 FDEP CCCL Permit Application Submission and Permit Processing: CGA will submit the necessary plans and specification to obtain and process a CCCL Permit with the FDEP. CGA will address any comments issued by the agency. Any significant design changes made after

submittal of the permit application will be considered a change in scope. Significant design changes include, but are not limited to, the enlargement of footprint, addition of structures seaward of the CCCL, relocating structures farther seaward, or new activities. CGA will confer with FDEP staff to advise them of the details of the proposed construction and to identify areas of staff concern. CGA will maintain telephone contact with the FDEP to expedite their review and processing of the permit application. CGA will review available working drawings to ensure their compliance with FDEP criteria toward expediting the FDEP Final Order. In addition, CGA will confer with the team members and City as to questions, revisions, or additional items that may be required by the FDEP and will represent the Project before FDEP staff to assist the City in securing a FDEP Permit (Final Order) for the proposed Project.

2.2.2.6 FDEP and FWC Marine Turtle (Lighting) Review: CGA will submit the necessary plans and specification to obtain and process all lighting-related permits with the FDEP. Application permits fees will be the responsibility of the City. CGA will address any comments issued by the agency.

2.2.2.7 FDOT ERC Comments Processing: CGA will address comments issued by FDOT through their ERC system to meet any commitments between the City and FDOT as a condition of any funding allocations.

2.2.3 90% Final Construction Drawings

2.2.3.1 CGA will incorporate comments and agreed-upon resolutions from the City's review of the 60% Final Construction Drawing plans and the comments review meeting into the final construction drawings. A subsequent submittal of the design plans will be made to the City at the 100% level of completion. It is anticipated that the review comments from the 90% level drawings will be minor in nature. The drawings will be prepared with industry-accepted guidelines for the production of construction drawings on 24"x36" sheets at appropriate scales.

2.2.3.2 Revised Cost Opinion: The opinion of probable construction cost will be revised and submitted with the design submittal package.

2.2.3.3 Revised Technical Specifications: The CGA Team will develop revised Technical Specifications to reflect construction and installation specifications for all planned components, particularly with an attention to criteria necessary to address.

2.2.3.4 90% Plans Review: Drawings will be presented to the City for processing through various City Departments. The City shall be responsible for coordinating and routing all plans through the various departments to obtain input. City shall coordinate a review by various City-departments and collect all comments from the various departments. CGA will attend one (1) meeting with City Staff to review all comments and obtain direction for further development to be reflected in 90% plans, particularly to address any conflicting comments and to move the process forward. It is expected that to obtain clear direction on how to resolve potentially conflicting comments as issued by different City Departments, various department representatives will attend the meeting.

2.2.3.5 FDEP CCCL Permit Application Submission and Permit Processing: CGA will submit the necessary plans and specification to obtain and process a CCCL Permit with the FDEP. CGA will address any comments issued by the agency. Any significant design changes made after submittal of the permit application will be considered a change in scope. Significant design changes include, but are not limited to, the enlargement of footprint, addition of structures seaward of the CCCL, relocating structures farther seaward, or new activities. CGA will confer with FDEP staff to advise them of the details of the proposed construction and to identify areas of staff concern. CGA will maintain telephone contact with the FDEP to expedite their review and processing of the permit application. CGA will review available working drawings to ensure their compliance with FDEP criteria toward expediting the FDEP Final Order. In addition, CGA will confer with the team members and City as to questions, revisions, or additional items that may be required by the FDEP and will represent the Project before FDEP staff to assist the City in securing a FDEP Permit (Final Order) for the proposed Project.

2.2.3.6 FDEP and FWC Marine Turtle (Lighting) Review CGA will submit the necessary plans and specification to obtain and process all lighting-related permits with the FDEP. Application permits fees will be the responsibility of the City. CGA will address any comments issued by the agency.

2.2.3.7 FDOT ERC Comments Processing: CGA will address comments issued by FDOT through their ERC system to meet any commitments between the City and FDOT as a condition of any funding allocations.

2.2.4 100% Final Construction Drawings

2.2.4.1 CGA will incorporate comments and agreed-upon resolutions from the City's review of the 90% Final Construction Drawing plans and the comments review meeting into the final construction drawings. It is anticipated that comments or directives for revisions will be completed and the scope to develop the design drawings shall be considered finalized. Any additional or subsequent submittals of the design plans shall be made under a separate additional services agreement. The drawings will be prepared with industry-accepted guidelines for the production of construction drawings on 24"x36" sheets at appropriate scales. Final 100% Construction Drawings will be sealed by Florida Registered Landscape Architect or a Professional Engineer, as appropriate.

Deliverables: Five (5) hard copies of 100% Final Construction drawings.

2.2.4.2 Final Cost Opinion: The opinion of probable construction cost will be finalized and submitted with the final submittal package.

2.2.4.3 Final Technical Specifications: The CGA Team will finalize the Technical Specifications to reflect construction and installation specifications for all planned components, particularly with an attention to criteria necessary to address.

2.2.4.4 Pre-Construction FDEP Conference: Subsequent to issuance of the FDEP Notice to Proceed, the CGA permitting project manager will schedule and attend one (1) Pre-Construction Conference with the FDEP Field Representative, City, Contractor, and Project team members, as required in the Special Permit Conditions outlined in the Final Order.

PART 3 – BIDDING AND AWARD SERVICES – Not included in this ASA; shall be ruled by the terms of the original contract under the section titled Part 3 – Bidding and Award Services.

PART 4 – CONSTRUCTION ADMINISTRATION SERVICES – Not included in this ASA; shall be ruled by the terms of the original contract under the section titled Part 4 – Construction Administration Services.

REIMBURSABLE EXPENSES (Consistent with original contract)**:**
Reproduction, transmissions, photocopies, telephone calls, airfare, travel, and other direct expenses related to the performance of this contract will be invoiced pursuant to the attached Schedules B and C.

GENERAL CONDITIONS/ASSUMPTIONS (Consistent with original contract)**:**

1. Design drawings created in AutoCAD will be provided to the City in electronic format.
2. It is assumed that the Project will be designed with minimal impact to the beach-dune system – this includes siting landward of the dune profile and vegetation wherever possible, maintenance of existing beach access corridors (or reduction of beach access points if appropriate to reduce dune breach frequency), etc. It is assumed that no structures will be proposed seaward of the 30-year erosion projection that are not in support of the erosion control function of the project, and that no major structures will be proposed seaward of the DEP 30-year erosion projection. It assumed that no major structures such as bathrooms, walls, concrete pads greater than 100 square feet, etc. will be proposed as part of the Project.
3. Major design changes after the completion of the Final Conceptual Design as confirmed by the City after review of the Conceptual Design Report or the 30% set of preliminary construction drawings will be negotiated under a separate scope of services. For the purposes of this agreement, a "major" change would be a total increase or decrease greater than 10% of the total design.
4. CGA is not responsible for any change in the scope of services that may be incurred due to circumstances beyond our control, including, but not limited to, changes in regulations and other legal actions.
5. It is assumed that the Project can be designed as self-mitigating – i.e. that there will be a net benefit to the beach/dune systems through the proposed addition of fill and native vegetation, and that all exotic vegetation is to be removed. If additional mitigation is required by the FDEP, this additional design and negotiation will be provided under a separate scope.

6. The schedule for construction is assumed to be approximately 9 months. Any rebid process or extended construction schedule will require services to be provided under a separate scope.
7. The following items are not included in the scope of services presented herein:
   - 7.1. Meetings or other coordination associated with the Beachfront Management Plan updates
   - 7.2. Street-End, streetscape and associated utilities
   - 7.3. Design of retaining walls, bathrooms, cafes, or other major structures with substantial foundations
   - 7.4. Revisions to riparian property access points based on modifications to those riparian properties
   - 7.5. Transportation planning
   - 7.6. Aerial Photography or Planimetric Mapping
   - 7.7. Public outreach, hearings, meetings, or workshops
   - 7.8. Environmental testing or engineering
   - 7.9. Geotechnical analysis and related sediment quality coordination with FDEP or other agency staff regarding sand proposed to be brought onsite for fill
   - 7.10. Illustrative renderings or Model building
   - 7.11. FEMA consultations
   - 7.12. FDEP Permit Modifications (major or minor)
   - 7.13. FDEP Partial Notices to Proceed
   - 7.14. FDEP Field Permits
   - 7.15. FDEP Permit Time Extensions
   - 7.16. FDEP or MD-PERA (former DERM) Permits for Stormwater Drainage System Modifications
   - 7.17. MD-PERA Tree Removal Permits

SCHEDULE B1

SUMMARY OF COSTS FOR CONSULTING SERVICES

MIDDLE BEACH RECREATIONAL CORRIDOR, CITY OF MIAMI BEACH, FLORIDA

DESCRIPTION	FEES REQUIRED TO COMPLETE REDESIGN OF THE PROJECT	LABOR FEES REMAINING	LABOR FEES FOR THIS ASA
PART 2 – DESIGN SERVICES			
2.1 – Landscape Architectural and Engineering Services	$24,160.50	$7,832.51	$16,327.99
2.2 – Construction Drawings and Specifications	$72,481.50	$25,688.61	$46,792.89
2.3 – Permitting	$42,554.00	$27,440.65	$15,113.35
FEES TOTAL		**$78,234.23**	
ESTIMATED REIMBURSIBLE EXPENSE BUDGET		$3,900.00	

Middle Beach Recreational Corridor - Redesign
CGA Project No: 11-4080.2

SCHEDULE B2

SUMMARY/TOTAL

Personnel	Hourly Rate	Hours Per Task: 60% Construction Drawings						90% Construction Drawings						100% Final Construction Drawings				Totals	
		2.2.2.1 60% Construction Drawings	2.2.2.2 Opinion of Cost	2.2.2.3 Technical Specificat's	2.2.2.4 Plans Review Meeting with Staff and Addressing Comments	2.2.2.6/2.2.2.6 FDEP/FWC Permit Plans Submittal and Addressing Comments	2.2.2.7 FDOT ERC Comments	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Hours	Cost
CGA																			
Administration																			
Principal	$215.00																	-	$0.00
Exec. Assistant/Clerical	$35.00																	-	$0.00
Sub-Total (Hours)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Sub-Total (Budget)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		**$0.00**
Civil Engineering																			
Associate, Engineering (VI)	$150.00																	-	$0.00
Director, Engineering (V)	$150.00																	-	$0.00
Project Manager (IV)	$120.00	40.00	8.00	16.00	8.00	8.00	12.00	36.00	8.00	8.00	8.00	8.00	8.00	24.00	8.00	8.00	4.00	212.00	$25,440.00
Engineer (III)	$101.00																	-	$0.00
Engineer (II)	$101.00																	-	$0.00
Jr. Engineer (I)	$101.00	80.00	16.00	8.00	8.00			60.00	16.00	16.00				40.00	16.00			260.00	$26,260.00
Senior CADD Technician	$60.00																	-	$0.00
CADD Technician	$55.00	24.00						24.00						24.00				72.00	$3,960.00
Permit Administrator	$55.00																	-	$0.00
Exec. Assistant/Clerical	$35.00																	-	$0.00
Sub-Total (Hours)		144.00	24.00	24.00	16.00	8.00	12.00	120.00	24.00	24.00	8.00	8.00	8.00	88.00	24.00	8.00	4.00	544.00	
Sub-Total (Labor)		$ 14,200.00	$ 2,576.00	$ 2,728.00	$ 1,768.00	$ 960.00	$ 1,440.00	$ 11,700.00	$ 2,576.00	$ 2,576.00	$ 960.00	$ 960.00	$ 960.00	$ 8,240.00	$ 2,576.00	$ 960.00	$ 480.00		**$55,660.00**
Landscape Architecture/Environmental																			
Associate, Landscape Architect	$150.00																	-	$0.00
Senior Landscape Architect	$120.00																	-	$0.00
Environmental Administrator	$120.00			4.00	14.00	48.00	26.00			2.00	12.00	28.00	14.00				16.00	164.00	$19,680.00
Landscape Architect	$120.00	120.00	4.00	16.00	16.00	8.00	12.00	24.00	4.00	8.00	8.00	8.00	8.00	24.00	8.00	8.00	4.00	280.00	$33,600.00
Environmental Specialist	$65.00																	-	$0.00
Landscape CADD Tech.	$55.00																	-	$0.00
Environmental Assistant	$55.00																	-	$0.00
Landscape Inspector/Arborist	$83.00																	-	$0.00
Landscape Designer	$83.00																	-	$0.00
Landscape Site Plan Reviewer	$83.00																	-	$0.00
Exec. Assistant/Clerical	$75.00																	-	$0.00
Sub-Total (Hours)		120.00	4.00	20.00	30.00	56.00	38.00	24.00	4.00	10.00	20.00	36.00	22.00	24.00	8.00	8.00	20.00	444.00	
Sub-Total (Labor)		$ 14,400.00	$ 480.00	$ 2,400.00	$ 3,600.00	$ 6,720.00	$ 4,560.00	$ 2,880.00	$ 480.00	$ 1,200.00	$ 2,400.00	$ 4,320.00	$ 2,640.00	$ 2,880.00	$ 960.00	$ 960.00	$ 2,400.00		**$53,280.00**
Electrical Engineering																			
Associate, Engineering (VI)	$150.00																	-	$0.00
Director, Engineering (V)	$150.00																	-	$0.00
Project Manager (IV)	$120.00	44.00	4.00	8.00	10.00	8.00	8.00	32.00	4.00	4.00	6.00	6.00	6.00	16.00	4.00	2.00	4.00	166.00	$19,920.00
Engineer (III)	$101.00																	-	$0.00
Engineer (II)	$101.00																	-	$0.00
Jr. Engineer (I)	$101.00	24.00	4.00		8.00	4.00	4.00	16.00	2.00		4.00	3.00	3.00	12.00	2.00			86.00	$8,686.00
Senior CADD Technician	$60.00																	-	$0.00
CADD Technician	$55.00	12.00						10.00						8.00				30.00	$1,650.00
Permit Administrator	$55.00																	-	$0.00
Exec. Assistant/Clerical	$35.00																	-	$0.00
Sub-Total (Hours)		80.00	8.00	8.00	18.00	12.00	12.00	58.00	6.00	4.00	10.00	9.00	9.00	36.00	6.00	2.00	4.00	282.00	
Sub-Total (Labor)		$ 8,364.00	$ 884.00	$ 960.00	$ 2,008.00	$ 1,364.00	$ 1,364.00	$ 6,006.00	$ 682.00	$ 480.00	$ 1,124.00	$ 1,023.00	$ 1,023.00	$ 3,572.00	$ 682.00	$ 240.00	$ 480.00		**$30,256.00**
CGA Budget Per Task		$ 36,964.00	$ 3,940.00	$ 6,088.00	$ 7,376.00	$ 9,044.00	$ 7,364.00	$ 20,586.00	$ 3,738.00	$ 4,256.00	$ 4,484.00	$ 6,303.00	$ 4,623.00	$ 14,692.00	$ 4,218.00	$ 2,160.00	$ 3,360.00		**$139,196.00**
CGA Budget Per Phase		$					70,776.00	$					43,990.00	$			24,430.00		
Amount Remaining in the Original Contract																			**$60,961.77**
Overall Total for ASA																			**$78,234.23**

SCHEDULE E
ANTICIPATED PROJECT SCHEDULE
MIDDLE BEACH RECREATIONAL CORRIDOR, CITY OF MIAMI BEACH, FLORIDA

Task Name	Duration (Working Days)	Start Date	End Date	Notes
PART 2 – DESIGN SERVICES				
2.2 – Construction Drawings and Specifications				
2.2.2 – 60% Final Construction Drawings				
2.2.2.1 – 60% Final Construction Drawing Plans	40			
2.2.2.2 – Updated Cost Opinion	4			
2.2.2.3 – Preliminary Technical Specifications	5			
2.2.2.4 – 60% Comments Review Meeting	2			Milestone
2.2.2.5 – FDEP CCCL Permit Application Submission and Permit Processing	3			
2.2.2.6 – FDEP and FWC Marine Turtle (Lighting) Review	1			
2.2.2.7 – FDOT ERC Comments Processing	4			
2.2.3 – 90% Final Construction Drawings				
2.2.3.1 – 90% Final Construction Drawing Plans	20			
2.2.3.2 – Revised Cost Opinion	4			
2.2.3.3 – Revised Technical Specifications	5			
2.2.3.4 – 90% Comments Review Meeting	2			Milestone
2.2.3.5 – FDEP CCCL Permit Application Submission and Permit Processing	3			
2.2.3.6 – FDEP and FWC Marine Turtle (Lighting) Review	1			
2.2.3.7 – FDOT ERC Comments Processing	4			
2.2.4 – 100% Final Construction Drawing Plans				
2.2.4.1 – Final 100% Construction Drawings	8			
2.2.4.2 – Final Cost Opinion	5			
2.2.4.3 – Final Technical Specifications	4			Milestone
2.2.4.4 – Pre-Construction DEP Conference	1			Milestone
OVERALL TOTAL	**117 days**		**(24 weeks)**	

NOTE This schedule represents approxiamte working days needed to complete the items described. It does not, however, account for time needed or spent by any agency or department to review the plans and provide comment, as these are beyond of the control of Calvin, Giordano & Associates, Inc.

Condensed Title:

A Resolution Of The Mayor And The City Commission Of The City Of Miami Beach Encouraging The Florida Legislature To Remove Barriers To Customer-Sited Solar Power.

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

Solar power provides the ability to generate electricity without the production of air emissions and without the use of water. This alternative source of energy will allow cities and counties in a state to moves towards a cleaner and more sustainable future. Florida is known to have the largest potential for rooftop solar power out of any state in the eastern portion of the United States. The Solar Energy Industries Association (SEIA) ranks Florida 3rd in nation for solar rooftop potential. However, the state ranks 13th for cumulative solar capacity installed. Florida lags in realizing its current potential; with 9 million electric utility customer accounts only 6,000 are customer-sited solar systems. Other states such as New Jersey have over 30,000 customer-sited solar systems but only half the population of Florida.

The purpose of this resolution is to urge the Florida Legislature to remove barriers within the state that limit the sale of solar-generated electricity directly to a customer by anyone other than a power company. It will not create subsidies or incentives, but it will be the first step in providing free-market options to finance or purchase solar energy. Additionally, it gives individuals the choice of going off the power grid, being sustainable, or tapping into a solar power resource without state legislation restrictions. The City of South Miami and Village of Pinecrest have passed similar resolutions supporting this concept.

The Administration recommends approving resolution.

Advisory Board Recommendation:

The Sustainability and Resiliency Committee passed this resolution unanimously at their June 24, 2015 meeting.

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

City Clerk's Office Legislative Tracking:

Elizabeth Wheaton ext. 6121

Sign-Offs:

Department Director	Assistant City Manager	City Manager
MF	MT	JLM

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH ENCOURAGING THE FLORIDA LEGISLATURE TO REMOVE BARRIERS TO CUSTOMER-SITED SOLAR POWER.**

BACKGROUND

At the May 6, 2015 Commission Meeting, Commissioner Grieco referred a resolution encouraging the Florida Legislature to remove barriers to customer-sited solar power to the Sustainability and Resiliency Committee (SRC). The SRC passed this resolution unanimously at their June 24, 2015 meeting.

ANALYSIS

Solar power provides the ability to generate electricity without the production of air emissions and without the use of water. This alternative source of energy will allow cities and counties in a state to moves towards a cleaner and more sustainable future. Florida is known to have the largest potential for rooftop solar power out of any state in the eastern portion of the United States. The Solar Energy Industries Association (SEIA) ranks Florida 3rd in nation for solar rooftop potential. However, the state ranks 13th for cumulative solar capacity installed. Florida lags in realizing its current potential; with 9 million electric utility customer accounts only 6,000 are customer-sited solar systems. Other states such as New Jersey have over 30,000 customer-sited solar systems but only half the population of Florida.

The purpose of this resolution is to urge the Florida Legislature to remove barriers within the state that limit the sale of solar-generated electricity directly to a customer by anyone other than a power company. It will not create subsidies or incentives, but it will be the first step in providing free-market options to finance or purchase solar energy. Additionally, it gives individuals the choice of going off the power grid, being sustainable, or tapping into a solar power resource without state legislation restrictions. The City of South Miami and Village of Pinecrest have passed similar resolutions supporting this concept.

CONCLUSION

The Administration recommends approving resolution.

MT/ESW/MKW

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ENCOURAGING THE FLORIDA LEGISLATURE TO REMOVE BARRIERS TO CUSTOMER-SITED SOLAR POWER.

WHEREAS, unlike conventional power generation, solar power generates electricity with zero air emissions and no water use, thereby moving the county, state, and country to a cleaner and more sustainable energy future; and

WHEREAS, Florida has the greatest potential for rooftop solar power of any state in the eastern United States, but lags behind less sunny states in realizing that potential. With 9 million electric utility customer accounts, Florida has only 6,000 customer-sited solar systems[1] whereas the non-sunbelt State of New Jersey has over 30,000 customer-sited solar systems, but only half the population of Florida; and

WHEREAS, Florida is one of only five states in the United States that, by law, expressly denies citizens and businesses the freedom to buy solar power electricity directly from a provider other than a power company;[2] and

WHEREAS, allowing non-utility solar providers to provide solar generated electricity directly to customers through a Power Purchase Agreement (PPA) can remove the upfront cost for solar power systems to homeowners and expand solar power options to residential and commercial tenants–thereby expanding the choice for solar power to all Floridians; and

WHEREAS, in states such as New York and New Jersey, where non-utilities can provide solar generated power directly to customers, there has been significant solar development in the residential sector. Such arrangements are responsible for 67% (New York) to 92% (New Jersey) growth in residential solar installations in those states;[3] and

WHEREAS, Florida spends approximately $58 billion each year buying carbon-based fuels from other states and countries to power our homes, businesses, and cars; and

WHEREAS, solar power would keep energy dollars here at home and create good paying local jobs; and

WHEREAS, in a recent poll, 74% of Florida voters said they support changing the state's current law to allow Floridians to contract directly with solar power providers for their electricity. Removing barriers to solar choice will allow more Floridians to take advantage of the power of the sun.[4]

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1 Florida Public Service Commission, *Reporting Requirements for Interconnection and Net Metering Customer-owned Renewable Generation,* at: http://www.psc.state.fl.us/utilities/electricgas/customerrenewable/2013/2013%20Net%20Metering%20Summary%20Spreadsheet/2013%20Net%20Metering%20Chart.pdf

2 Department of Energy, et al, *Database of State Incentives for Renewables and Efficiency,* at http://www.dsireusa.org/documents/summarymaps/3rd_Party_PPA_Map.pdf

3 SEIA-GTM. *U.S. Solar Market Insight Report. Q3 2014.*

4 Northstar Opinion Research, Survey of Florida Registered Voters, October 2014, at: http://www.cleanenergy.org/wp-content/uploads/FL_Energy_Presentation_for_Release.pdf

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby urge the Florida Legislature to remove barriers to customer-sited solar power.

PASSED and **ADOPTED** this ____ day of _____, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM AND LANGUAGE
AND FOR EXECUTION

_____ 6/25/15
City Attorney DT Date

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Condensed Title:

A Resolution Adopting the One-Year Action Plan for FY 2015/2016, which includes the budgets for the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships program (HOME); approving a substantial amendment to the Consolidated Plan to allocate unexpended HOME funds to the London House Apartments; authorizing the City Manager to issue notice of a 30-day public comment period for both; authorizing the City Manager to execute all applicable Action Plan and Substantial Amendment documents; authorizing the Mayor and City Clerk to execute agreements for sub-recipients and the City Manager to execute interdepartmental agreements; and authorizing the appropriation of all Federal funds when received.

Key Intended Outcome Supported:

Sustainability. Provision of Workforce Housing for Key Industry Workers

Supporting Data (Surveys, Environmental Scan, etc.: Based on the 2012 Community Satisfaction Survey, 80% of residents believe the City's standard of living is good and improving. 33% of businesses rated the lack of affordable housing in Miami Beach for their labor force as their most important challenge.

Item Summary/Recommendation:

The City's HUD FY 2015/2016 allocations are $911,562 for CDBG funds and $419,694 for HOME funds. On February 13, 2015, the Administration issued Requests For Proposals (RFP) for both the CDBG and HOME funds. The submission deadline for both RFPs was April 3, 2015. .

The City received applications from six (6) organizations for CDBG funds. Miami Beach Community Development Corporation was the sole applicant for HOME funding. The Administration reviewed the applications and prioritized them based on several critical factors. Recommendations for funding include: Jewish Community Services (case management services); UNIDAD Miami Beach (referral services); Teen Job Corp (youth vocational training); Little Havana Activities and Nutrition Centers (child care); Office of Community Services; and the Lottie and the London House apartments (rehabilitation of City-owned residential property). The Affordable Housing Advisory Committee made its funding recommendations on April 28, 2015.

The City also has $319,342.94 in unexpended FY 2008/2009 HOME funds that must be allocated and expended by September 30, 2015 to avoid recapture by HUD. These funds will be allocated to the London House Apartments through a Substantial Amendment to the City's 5-Year Consolidated Plan. As required by HUD, the *Action Plan and the Substantial Amendment* are being made available to the public for a 30-day comment period commencing on July 10, 2015, and ending August 9, 2015.

The Administration recommends that the Mayor and City Commission approve the attached resolution adopting the *One-Year Action Plan for FY 2015/2016 and the Substantial Amendment to the 5-Year Consolidated Plan* in substantially the attached form, to allow the City to draw down entitlement funds to assist income eligible persons with services and housing, and ensure timely and compliant expenditure of HUD funds.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$911,562	CDBG FY 2015/2016 Allocation
	2	$419,694	HOME FY 2015/2016 Allocation
	3	$319,342.94	HOME FY 2008/2009 Allocation
OBPI	Total	$1,650,598.94	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Maria Ruiz/Housing & Community Services

Sign-Offs:

Department Director	Assistant City Manager	City Manager
MLR	KGB	JLM

MIAMIBEACH

AGENDA ITEM R7G
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE CITY'S ONE-YEAR ACTION PLAN FOR FEDERAL FUNDS FOR FISCAL YEAR 2015/2016, WHICH INCLUDES THE BUDGETS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGAM AND THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM; APPROVING AND AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE CITY'S FIVE-YEAR CONSOLIDATED PLAN TO ALLOCATE $319,342.94 OF UNEXPENDED FY2008/2009 HOME FUNDS TO THE LONDON HOUSE APARTMENTS AFFORDABLE HOUSING PROJECT; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF A THIRTY (30) DAY PUBLIC COMMENT PERIOD FOR BOTH PROGRAMS; AND AUTHORIZING THE CITY MANAGER TO TAKE THE FOLLOWING ACTIONS: (1) TO EXECUTE ALL APPLICABLE DOCUMENTS RELATING TO THE APPROPRIATION AND ALLOCATION OF THESE PROGRAM FUNDS; (2) TO SUBMIT THE ONE-YEAR ACTION PLAN AND THE SUBSTANTIAL AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); (3) TO MAKE MINOR NON-SUBSTANTIAL CHANGES TO THE ONE-YEAR ACTION PLAN OR THE CONSOLIDATED FIVE-YEAR PLAN, OR THE RESULTING AGREEMENTS (WHICH DO NOT AFFECT THE PURPOSE, SCOPE, APPROVED BUDGET AND/OR INTENT OF THE PLANS; AND (4) TO EXTEND THE EXPIRATION DATES OF SAID AGREEMENTS WHEN NECESSARY; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS FOR SUB-RECIPIENTS OF CDBG AND HOME; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE CITY INTERDEPARTMENTAL AGREEMENTS FOR RECIPIENTS OF HOME FUNDS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The City of Miami Beach is a U.S. Department of Housing and Urban Development (HUD)-designated entitlement community, as determined by the decennial census information on population growth lag, age of housing stock, and poverty. The City has been a CDBG entitlement community since 1975. The HOME Program was started in 1992 to provide funding specifically for affordable housing. HUD allocates these funds to strengthen public/private partnerships and expand the supply of affordable housing that is decent, safe, and sanitary.

As an entitlement community, the City qualifies for an annual allocation under HUD's grant programs. HUD requires each entitlement community to submit an annual *One-Year Action Plan* describing how it will utilize funding and resources to address priority needs identified in the City's *Consolidated Plan*. The *One-Year Action Plan* is a component of the *Five-Year Consolidated Plan* filed with HUD. The City's current *One-Year Action Plan* follows the strategies that have been included in its *2013-2017 Five-Year Consolidated Plan*. CDBG funds have been primarily used to provide vital public services, housing activities, code enforcement, and improvements to public facilities while HOME funds have been primarily used for affordable rental housing activities.

The total estimated FY 2015/2016 available funds for distribution are:

Community Development Block Grant Funds

FY15-16 HUD Entitlement		$911,562
Less administrative allowance (20%)	($171,643)	
Net FY 15/16 funds available for distribution		**$730,450**

HOME Funds

FY 15-16 HUD Entitlement		$419,694
Less administrative allowance (10%)	($41,969)	
Less 15% CHDO project set-aside	($62,954)	
Net available for project allocation		**$314,770**

On February 13, 2015, the Administration issued two Request For Proposals (RFP) for CDBG and HOME funds, respectively. The submission deadline for both RFPs was April 3, 2015. To ensure clarification and proactive address questions relating to the completion and submission of an application, a mandatory pre-submission meeting was held on March 5, 2015.

Staff reviewed the applications and forwarded its funding recommendations to the Affordable Housing Advisory Committee (AHAC) for comment and recommendation. The AHAC subsequently forwarded its recommendations to the City Manager who finalized the recommendations as noted below.

Additionally, an entitlement community is required to expend its annual CDBG and HOME allocations in a timely manner. Non-compliance with these regulations subjects the community to the recapture of funds by U.S. HUD. The City currently has $319,342.94 in unexpended FY2008/2009 HOME funds. These funds must be expended by September 30, 2015 to avoid recapture by HUD.

ANALYSIS

The City received CDBG applications from the following entities:

- Housing Authority of the City of Miami Beach
- Jewish Community Services
- Little Havana Activities and Nutrition Centers
- Miami Beach Community Development Corporation
- Teen Job Corp
- UNIDAD of Miami Beach

The Administration reviewed the applications prioritizing the following critical factors:

- Project impact as it relates to the City's *Consolidated Plan*;
- Project description of activities;
- Applicant's attainment of performance measures and program outcomes;
- Applicant's organizational capacity and experience, including prior performance with federal awards;
- Budget analysis of proposed project; and
- Organization's ability to leverage additional non-CDBG sources of funding for project activities.

This information was utilized to rank and make appropriate funding recommendations, which form the basis of the *Action Plan*. The recommendations are consistent with the priority needs identified by the Commission, the community, and the *Consolidated Plan*. The priorities include services to the elderly, youth, and the homeless; affordable housing; and child care services. More specific information is provided below.

A maximum of 15 percent of the entitlement allocation may fund public service activities. Public service activities include meals programs, after school programs, etc., for income-eligible participants. The following five (5) public service activities are recommended for funding:

Public Services Projects	Amount Recommended
CMB – Community Services (rent assistance, school uniforms for needy students)	$34,000
Jewish Community Services of S. Florida (case management, referral services)	$25,000
UNIDAD of Miami Beach (case management, referral services)	$6,000
Teen Job Corp (youth employment)	$30,000
Little Havana Activity and Nutrition Centers (child care)	$10,400
Total Public Service Allocations	**$105,400**

In addition, two (2) applications were received for CDBG-funded capital projects:

- Housing Authority of the City of Miami Beach (security upgrades at Rebecca Towers)
- Douglas Gardens Community Mental Health Center (Mayfair Residence rehabilitation)

While the City has previously funded each applicant and project, the City has pressing capital needs for its own recently-acquired affordable residential properties. The Lottie Apartments, which were acquired in January 2015, require substantial rehabilitation including roof repair, window replacement to address water intrusion, accessibility upgrades to address safety, and the repair of stairs leading to the second floor. In addition, the City is seeking to fully fund the London House Apartments rehabilitation to avoid the use of Miami-Dade County Surtax funds which carry debt service. As such, the following capital projects are recommended for funding with CDBG funds:

CDBG Capital Projects	Amount Recommended
Lottie Apartments (rehabilitation)	$311,049
London House Apartments (rehabilitation)	$300,000
Total CDBG Capital Allocations	**$611,049**

In addition, the Administration is recommending the award of $14,000 to HOPE, Inc. for the provision of HUD-mandated fair housing services. HOPE, Inc. provides housing education workshops to residents and investigates allegations of Fair Housing Act violations.

The City received one application for HOME Investments Partnership (HOME) funds. Miami Beach Community Development Corporation (MBCDC) submitted an application to rehabilitate The Jefferson, a 27-unit affordable housing project located at 542 Jefferson Avenue. While this project is deemed worthy, staff recommended using State Housing Initiatives Partnership Program (SHIP) funds at the June 10, 2015 Commission meeting. This recommendation was based on the building's needs, the beneficiaries being served and the timeliness of expending expiring SHIP funds.

Instead, the Administration recommends providing the gap funding for the London House Apartments rehabilitation. The City acquired the London House, a 24-unit apartment development located at 1965-1975 Washington Avenue in March 2014 from its former owner/developer, MBCDC. The project has used a variety of funds including Neighborhood Stabilization Program (NSP3) and Economic Development Initiatives (EDI). The building will provide much-needed two- and three-bedroom units. The 1965 building received its *Temporary Certificate of Completion* on May 29, 2015 and the project is expected to be completed by March 2016.

HOME Capital Projects	Amount Recommended
London House Apartments (rehabilitation)	$314,770
Total HOME Capital Allocations	**$311,770**

The HOME Program rules require each entitlement community to reserve a minimum of 15% of its annual allocation for activities undertaken by qualified Community Housing Development Organizations (CHDO). A CHDO is a private nonprofit, community-based service organization that has identified the development of affordable housing as a primary mission and has the capacity to develop affordable housing. A CHDO must meet certain requirements pertaining to its legal status, organizational structure, capacity and experience. Carrfour Supportive Housing (Carrfour), has been certified as a CHDO and is the only such agency with this designation within the City at this time. However, Carrfour did not apply this funding cycle. Therefore, the Administration is recommending the deferral of the CHDO set aside, $62,954, for future award. The City is allowed two years to commit these funds and five years to expend.

The London House is currently the most active HOME project. Allocation of the unexpended FY2008/2009 funds, which total $319,342.94, to this project will allow the City to expend the funds in a timely manner and provide the City with an additional opportunity to further reduce its reliance for County Surtax funds to complete the project and eliminate the debt service that would be imposed on the project if Surtax funds are used..

As required by HUD, the *Action Plan* is being made available to the public for a 30-day comment period commencing July 10, 2015, and ending August 9, 2015. Public input was also provided via the AHAC meeting of April 28, 2015 in which funding recommendations were

ratified by the Committee.

The Substantial Amendment will also be made available to the public for a 30-day comment period commencing and ending on the same dates as the Action Plan.

CONCLUSION

Most of the activities described in the *One-Year Action Plan* and the *Substantial Amendment to the Five-Year Consolidated Plan* will take place in City-designated community development target areas containing census tract/block groups that have greater than 51% of households with incomes at or below 80% of the Area Median Income (AMI) and continue to be a priority for allocation of CDBG and HOME funds. As in previous years, the City received funding requests that exceeded its entitlement allocations. The funding recommendations presented are based on the appropriateness with the *Consolidated Plan*, the viability of the project, and the applicant's capacity and prior performance expending HUD funds.

The Administration recommends that the Mayor and City Commission approve the attached resolution adopting the *One-Year Action Plan for FY 2015-2016 and the Substantial Amendment to the Five-Year Consolidated Plan* in substantially the attached form, to allow the City to draw down entitlement funds to assist income eligible persons with services and housing, and to ensure the timely and compliant expenditure of HUD funds.

The Administration further recommends that the City Manager be authorized to issue a notice of a thirty (30) day public comment period for both programs; and to take the following actions: (1) to execute all applicable documents relating to the appropriation and allocation of these program funds; (2) to submit the One-Year Action Plan and the Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD); (3) to make minor non-substantial changes to the One-Year Action Plan or the Consolidated Five-Year Plan, or the resulting agreements (which do not affect the purpose, scope, approved budget and/or intent of the plans; (4) to extend the expiration dates of said agreements when necessary; and (5) execute city interdepartmental agreements for recipients of HOME funds.

JLM/KGB/MLR

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE CITY'S ONE-YEAR ACTION PLAN FOR FEDERAL FUNDS FOR FISCAL YEAR 2015/2016, WHICH INCLUDES THE BUDGETS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGAM AND THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM; APPROVING AND AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE CITY'S FIVE-YEAR CONSOLIDATED PLAN TO ALLOCATE $319,342.94 OF UNEXPENDED FY2008/2009 HOME FUNDS TO THE LONDON HOUSE APARTMENTS AFFORDABLE HOUSING PROJECT; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF A THIRTY (30) DAY PUBLIC COMMENT PERIOD FOR BOTH PROGRAMS; AND AUTHORIZING THE CITY MANAGER TO TAKE THE FOLLOWING ACTIONS: (1) TO EXECUTE ALL APPLICABLE DOCUMENTS RELATING TO THE APPROPRIATION AND ALLOCATION OF THESE PROGRAM FUNDS; (2) TO SUBMIT THE ONE-YEAR ACTION PLAN AND THE SUBSTANTIAL AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); (3) TO MAKE MINOR NON-SUBSTANTIAL CHANGES TO THE ONE-YEAR ACTION PLAN OR THE CONSOLIDATED FIVE YEAR PLAN, OR THE RESULTING AGREEMENTS (WHICH DO NOT AFFECT THE PURPOSE, SCOPE, APPROVED BUDGET AND/OR INTENT OF THE PLANS); AND (4) TO EXTEND THE EXPIRATION DATES OF SAID AGREEMENTS WHEN NECESSARY; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS FOR SUB-RECIPIENTS OF CDBG AND HOME; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE CITY INTERDEPARTMENTAL AGREEMENTS FOR RECIPIENTS OF HOME FUNDS.

WHEREAS, the City is an entitlement recipient of Federal formula HUD grant programs as follows: Community Development Block Grant (CDBG) funds, and HOME Investment Partnerships funds (HOME); and

WHEREAS, the City expects to continue to receive entitlement funds from these grant programs to operate the City's housing and community development activities; and

WHEREAS, the One-Year Action Plan for Federal funds is a requirement under the U.S. Department of Housing and Urban Development (HUD) formula grant programs, including the CDBG Program and the HOME Program; and

WHEREAS, the One-Year Action Plan for FY 2015/2016 is based upon the City's Federal entitlement of $911,562 in CDBG funds and $419,694 in HOME funds; and

WHEREAS, the planning phase was initiated by the City on February 13, 2015, with the issuance of two Request for Proposals (RFP), one for CDBG and one for HOME; and

WHEREAS, the Administration reviewed, evaluated, and made recommendations regarding the six (6) applications received for CDBG funds and one (1) application for HOME funds; and

WHEREAS, the resulting CDBG and HOME recommendations are incorporated into the One-Year (FY 2015/2016) Action Plan; and

WHEREAS, the One-Year Action Plan for FY 2015/2016 will made available to the public for comment at City Commission meeting on July 8, 2015; and for a 30-day public review and comment period, from July 10, 2015, through August 9, 2015; and

WHEREAS, CDBG funds have been primarily used to provide vital public services, housing activities, youth centers, and senior centers; and HOME Program funds have been primarily used for affordable rental housing activities; and

WHEREAS, the City is required to set-aside a minimum of 15% of its HOME funds allocation to a qualified Community Housing Development Organization (CHDO) project; and

WHEREAS, the City Manager is the HUD-designated agent for all formula grants, and executes the grant applications, Agreements, and other applicable HUD documents on behalf of the City, and

WHEREAS, the City has $319,342.94 in unexpended HOME funds from FY 2008/2009 which can be expeditiously expended by September 30, 2015 and ensure the City's compliance with HOME program rules while closing the budget gap for the London House Apartments, a City-owned residential property; and

WHEREAS, the One-Year Action Plan must be submitted to HUD no later than August 15, 2015.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby adopt the City's One-Year Action Plan for Federal funds for Fiscal Year 2015/2016, which includes the budgets for the Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program; approve and authorize a Substantial Amendment to the City's Five-Year Consolidated Plan to allocate $319,342.94 of unexpended FY2008/2009 HOME funds to the London House Apartments affordable housing project; authorize the City Manager to issue a notice of a thirty (30) day public comment period for both programs; and authorize the City Manager to take the following actions: (1) to execute all applicable documents relating to the appropriation and allocation of these program funds; (2) to submit the One-Year Action Plan and the Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD); (3) to make minor non-substantial changes to the One-Year Action Plan or the Consolidated Five Year Plan, or the resulting agreements (which do not affect the purpose, scope, approved budget and/or intent of the plans); and (4) to extend the expiration dates of said agreements when necessary; and authorizing the Mayor and City Clerk to execute agreements for sub-recipients of CDBG and HOME; and further authorize the City Manager to execute City interdepartmental agreements for recipients of HOME funds.

PASSED AND ADOPTED this _____ day of _____, 2015.

ATTEST:

_____ _____

RAFAEL E. GRANADO, CITY CLERK **PHILIP LEVINE, MAYOR**

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/18/15 Date

Condensed Title:

A Resolution adopting a technical revision to the City's Local Housing Assistance Plan (LHAP) increasing down payment assistance to very low income households to $100,000; authorizing the City Manager to submit the revision to Florida Housing Finance Corporation; and authorizing the execution of agreements with eligible SHIP recipients

Key Intended Outcome Supported:

N/A

Supporting Data: Community Satisfaction Survey: N/A

Item Summary/Recommendation:

The City receives State Housing Initiatives Partnership (SHIP) Program funds. SHIP funds have very specific expenditure rules including that at least 65 percent of funds must enable home ownership for eligible persons residing in very low- and low-income households.

While our Local Housing Assistance Plan (LHAP) provides up to $60,000 in down payment and rehabilitation assistance to first-time homebuyers, current market conditions have made it difficult to match very low- and low-income households with units. While most qualified households are obtaining mortgage approvals valued at around $50,000, the marketplace is asking in excess of $100,000 for studio units. Staff has been working with local area mortgage companies, lenders and development corporations to leverage resources and serve the prerequisite households seeking homeownership.

While purchase assistance of $100,000 is significant, it is necessary if the City is going to satisfy SHIP's regulatory requirements. Based on current income limits, a very low-income, two-person household cannot have income exceeding $27,100, and a low-income household cannot have income exceeding $43,350. Without the proposed assistance, these targeted households could not make a home purchase and, subsequently, the City would not comply with expenditure and program outcome goals.

Staff will monitor applications to provide only the necessary assistance to bridge the gap between the maximum bank mortgage and the remaining amount of down payment required to complete the acquisition. Furthermore, once the City reaches its September 30' 2015 compliance requirement for the expenditure of funds, this strategy can be re-evaluated to determine if it should remain in place based on market conditions and program rules.

Financial Information:

Source of Funds	#	Grant Name/Project	Approx. Award Amount	Approximate Match Amount/ Source
		SHIP Account - 152.5721.000349	$251,576	N/A

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Maria L. Ruiz, Department Director, Office of Housing and Community Services, Extension 6491

Sign-Offs:

Department Director	Assistant City Manager	City Manager
MLR		JM

MIAMIBEACH

AGENDA ITEM R7H
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING A TECHNICAL REVISION TO THE CITY'S LOCAL HOUSING ASISTANCE PLAN (LHAP) RAISING THE MAXIMUM DOWN PAYMENT ASSISTANCE FOR VERY LOW INCOME HOUSEHOLDS SERVED THROUGH THE FIRST-TIME HOMEBUYER ASSISTANCE PROGRAM TO $100,000 FOR THOSE HOUSEHOLDS SERVED WITH STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP) FUNDS THAT EXPIRE SEPTEMBER 30, 2015; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPLICABLE DOCUMENTS AND SUBMIT THE TECHNICAL REVISION TO FLORIDA HOUSING FINANCE CORPORATION; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS WITH ELIGIBLE SHIP RECIPIENTS.**

ADMINISTRATION RECOMMENDATION

Approve the resolution.

BACKGROUND

The City is a recipient of State Housing Initiatives Partnership (SHIP) Program funds. SHIP funds were created via the William E. Sadowski Affordable Housing Act on July 7, 1992 as a means of stimulating the production of affordable housing. Funds are derived from documentary stamp taxes on deeds and then allocated to local governments.

SHIP funds have very specific expenditure rules including:

- At least 75 percent of the funds made available to each municipality must be reserved for construction, rehabilitation, or emergency repair of affordable, eligible housing.
- At least 30 percent of the funds must be reserved to benefit very low-income households.
- At least 65 percent of funds made available to each municipality must be reserved for home ownership for eligible persons residing in very low- and low-income households.

Please note that the percentage thresholds are overlapping and equal greater than 100 percent.

The City is required to submit its Local Housing Assistance Plan (LHAP) to the State every three years. The LHAP establishes the strategies employed by the City to properly expend SHIP funds. The City's latest LHAP was amended by the City Commission via Resolution 2014-28824 and includes the following expenditure strategies:

- Housing rehabilitation of single family, owner-occupied housing
- Disaster Mitigation Recovery (a strategy that allows the use of SHIP funds for home repair in the event of a disaster declaration)
- New construction of home ownership opportunities
- Down payment and closing cost assistance with rehabilitation (providing first-time homebuyers with cash assistance for acquisition and rehabilitation of acquired homes)
- Rental housing development (acquisition and rehabilitation of multi-family affordable housing)

While the City has had relatively little or no SHIP funds for several years, the revitalized real estate market appears to be trending upwards and the City expects to receive increasing allocations. SHIP funds must be expended within two years of receipt. SHIP administration funds were recently capped at three (3) percent of award requiring the leverage of other resources for program administration.

ANALYSIS

The SHIP program has very specific expenditure guidelines that have posed challenges in our community. While our LHAP provides up to $60,000 in down payment and rehabilitation assistance to first-time homebuyers, the SHIP program's threshold of expending 65 percent of funds on very low- and low-income households has made it difficult to match eligible households with current market units. While most qualified households are obtaining mortgage approvals valued at around $50,000, the marketplace is asking in excess of $100,000 for studio units. Staff has been working with local area mortgage companies, lenders and development corporations to leverage resources and serve the prerequisite households seeking homeownership.

While purchase assistance in the amount of $100,000 is significant, it is necessary if the City is going to satisfy SHIP's regulatory requirements. Based on current income limits, a very low-income, two-person household (the maximum number likely to purchase an efficiency or 1-bedroom unit), cannot have income exceeding $27,100, and a low-income household cannot have income exceeding $43,350. Based on the industry standard of a monthly mortgage payment not exceeding thirty (30) percent of income, the monthly payments for these households would be $678 and $1,084, respectively. Without the proposed assistance, these targeted households could not make a home purchase and, subsequently, the City would not comply with expenditure and program outcome goals.

Even though the proposed assistance would allow as much as $100,000 in financing support, not all applicants would receive this amount. Staff will monitor applications to provide only the necessary assistance to bridge the gap between the maximum bank mortgage and the remaining amount of down payment required to complete the acquisition. As a reminder, the City will secure its contribution via mortgage. Furthermore, once the City reaches its September compliance requirement for the expenditure of funds, this strategy can be re-evaluated to determine if it should remain in place long term based on market conditions and program rules.

CONCLUSION

The proposed adjustment to the City's SHIP purchase assistance strategy (purchase acquisition and rehabilitation) is necessary in order for the City to satisfy regulatory requirements or potentially face recapture of the funds by the State. Therefore, approval of this technical revision to the City's SHIP Program Local Housing Assistance Plan is recommended.

JLM/KGB/MLR

T:\AGENDA\2015\July\HOUSING & COMMUNITY SERVICES/SHIP Homebuyer Award Increase Memo

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A TECHNICAL REVISION TO THE CITY'S LOCAL HOUSING ASSISTANCE PLAN (LHAP), RAISING THE MAXIMUM DOWN PAYMENT ASSISTANCE FOR VERY LOW INCOME HOUSEHOLDS SERVED THROUGH THE FIRST-TIME HOMEBUYER ASSISTANCE PROGRAM TO $100,000, FOR THOSE HOUSEHOLDS SERVED WITH STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP) FUNDS THAT EXPIRE SEPTEMBER 30, 2015; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPLICABLE DOCUMENTS AND SUBMIT THE TECHNICAL REVISION TO FLORIDA HOUSING FINANCE CORPORATION; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS WITH ELIGIBLE SHIP RECIPIENTS.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, on April 17, 2013, pursuant to Resolution No. 2013-28178, the Mayor and City Commission approved and adopted a City of Miami Beach LHAP for Fiscal Years 2013/2014, 2014/2015 and 2015/2016, pursuant to the requirements of the Act and the SHIP Program Rule, issued by the Florida Housing Finance Corporation (FHFC); and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the City of Miami Beach LHAP strategy for providing homebuyer down payment assistance is limited to a maximum of $60,000 per individual household assisted; and

WHEREAS, housing market conditions have caused home purchase prices to increase to a level that precludes very low-income individuals and families from purchasing properties; and

WHEREAS, in order to be program compliant, the SHIP Program requires the City to provide at least 30% of its program funds allocation to assist very low-income participants; and

WHEREAS, the City wishes to raise the maximum amount of assistance for eligible very low-income program participants to $100,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize a technical revision to the City's Local Housing Assistance Plan (LHAP), raising the maximum down payment assistance for very low-income households served through the first-time homebuyer assistance program to $100,000, for those households served with State Housing Initiatives Partnership Program (SHIP) funds that expire September 30, 2015; authorize the City Manager to execute all applicable documents and submit the technical revision to Florida Housing Finance Corporation; and further authorize the Mayor and City Clerk to execute agreements with eligible SHIP recipients.

Passed and adopted this _____ day of _____, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/17/15 Date

T:\AGENDA\2015\July 8\SHIPHomebuyer AwardIncreaseRESO

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Authorizing The City Manager To Negotiate And Execute An Intergovernmental Agency Agreement To Perform Traffic Engineering Functions With Miami-Dade County For The Purpose Of Painting Green All Existing Bike Lanes Under County Jurisdiction Within The City Of Miami Beach.

Key Intended Outcome Supported: Ensure Comprehensive Mobility Addressing All Modes Throughout The City /Enhance Pedestrian Safety Universally.

Supporting Data (Surveys, Environmental Scan, etc.): According to the 2014 Miami Beach Community Satisfaction Survey Final Report, about 4 out of 10 residents (39%) claimed they would ride bicycles; this is considerably lower than the percentage in 2012 (48%).

Item Summary/Recommendation:

On April 15, 2011, the Federal Highway Administration (FHWA) issued at memorandum regarding the Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes. The purpose of the memorandum was to issue an interim approval for the optional use of green colored pavement in marked bicycle lanes and in extensions of bicycle lanes through intersections and other traffic conflict areas. Interim approval allows interim use, pending official rulemaking, of a new traffic control device, a revision to the application or manner of use of an existing traffic control device, or a provision not specifically described in the Manual on Uniform Traffic Control Devices (MUTCD).

A number of experiments have been conducted in the United States and in other countries around the world to determine the value of designating a particular pavement color to communicate to road users that a portion of the roadway has been set aside for exclusive or preferential use by bicyclists and to enhance the conspicuity of a bicycle lane or a bicycle lane extension. Green, blue, and red are among the colors that have been tested for this purpose. Because these colored pavements are intended to regulate, warn, or guide traffic (motorists and bicyclists) and consequently serving more than just an aesthetic treatment, they are considered to be traffic control devices.

For the past ten years in the United States, green has been the only color that has received official FHWA approval for colored pavement experiments on bicycle facilities. Colored pavement within a bicycle lane increases the visibility of the facility, identifies potential areas of conflict, and reinforces priority to bicyclists in conflict areas as well as in areas with pressure for illegal parking. Colored pavement can be utilized either as a corridor treatment along the length of a bike lane or protected bike lane, or as a spot treatment, such as a bike box, conflict area, or intersection crossing marking. Color can be applied along the entire length of a bike lane or a protected bike lane to increase the overall visibility of the facility. Consistent application of color across a bikeway corridor is important to promote clear understanding for all road users.

As part of the approval process to be able to paint green all the existing bike lanes within City boundaries and under County jurisdiction, Miami Dade County Public Works and Waste Management Department requires the City of Miami Beach to submit an Intergovernmental Agency Agreement. As part of the process of obtaining approval to proceed with this work, Miami Dade County also requires the City to submit plans showing the location where the existing bike lanes will be painted green. City staff is currently working in coordination with the County to complete this submittal.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

Financial Impact Summary: None.

City Clerk's Office Legislative Tracking:

Jose R. Gonzalez, P.E. X6768

Department Director	Assistant City Manager	City Manager
JRG JRG	KGB KGB	JLM JLM

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS WITH MIAMI-DADE COUNTY FOR THE PURPOSE OF PAINTING GREEN ALL EXISTING BIKE LANES UNDER COUNTY JURISDICTION WITHIN THE CITY OF MIAMI BEACH.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

On April 15, 2011, the Federal Highway Administration (FHWA) issued at memorandum regarding the Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes. The purpose of the memorandum was to issue an interim approval for the optional use of green colored pavement in marked bicycle lanes and in extensions of bicycle lanes through intersections and other traffic conflict areas. Interim approval allows interim use, pending official rulemaking, of a new traffic control device, a revision to the application or manner of use of an existing traffic control device, or a provision not specifically described in the Manual on Uniform Traffic Control Devices (MUTCD).

A number of experiments have been conducted in the United States and in other countries around the world to determine the value of designating a particular pavement color to communicate to road users that a portion of the roadway has been set aside for exclusive or preferential use by bicyclists and to enhance the conspicuity of a bicycle lane or a bicycle lane extension. Green, blue, and red are among the colors that have been tested for this purpose. Because colored pavements are intended to regulate, warn, or guide traffic (motorists and bicyclists) and consequently serving as more than just an aesthetic treatment, they are considered to be traffic control devices.

For the past ten years, green has been the only color that has received official FHWA approval for colored pavement experiments on bicycle facilities. Colored pavement within a bicycle lane

increases the visibility of the facility, identifies potential areas of conflict, and reinforces priority to bicyclists in conflict areas as well as in areas with pressure for illegal parking. Colored pavement can be utilized either as a corridor treatment along the length of a bike lane or protected bike lane, or as a spot treatment, such as a bike box, conflict area, or intersection crossing marking. Color can be applied along the entire length of a bike lane or a protected bike lane to increase the overall visibility of the facility. Consistent application of color across a bikeway corridor is important to promote clear understanding for all road users.

ANALYSIS

The Bicycle/Pedestrian Master Plan Update currently under way, has also included the recommendation for painting green all existing bike lanes within City boundaries. The following is a list of projects that are recommended for implementation next year for painting green:

- Alton Road, from South Pointe Drive to 5th Street, including South Pointe Drive from Alton Road to Ocean Drive
- 16th Street from Washington Avenue to Bay Road
- Prairie Avenue from 28th Street to 44th Street
- Royal Palm Avenue from 42nd Street to 47th Street
- 47th Street from Pine Tree Drive to Alton Road

Funding for the Alton Road and 16th Street projects is available from previously appropriated funds for Bicycle Pedestrian Projects Citywide. The remaining projects have been proposed for inclusion in the FY 2015/16 capital budget.

Green bike lanes on state roads are more challenging because FDOT has not authorized the City to proceed with this work. Over the next year, the Transportation Department will be working with FDOT to address this issue and we hope to submit additional requests on state roads as part of the FY 2016/17 capital budget.

As part of the approval process to be able to paint green all the existing bike lanes within City boundaries and under County jurisdiction, Miami-Dade County Public Works and Waste Management Department requires that the City of Miami Beach execute an Intergovernmental Agreement. As part of the process of obtaining approval to proceed with this work, Miami-Dade County also requires the City to submit plans showing the location where the existing bike lanes will be painted green. City staff is currently working in coordination with the County to complete design plans for green bike lanes.

RECOMMENDATION

The Administration recommends approval of this item.

KGB/JRG/XRF

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RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Adopting The Mode Hierarchy Presented At The March 18, 2015 Commission Workshop on Transportation.

Key Intended Outcome Supported: Ensure Comprehensive Mobility Addressing All Modes Throughout The City /Enhance Pedestrian Safety Universally.

Supporting Data (Surveys, Environmental Scan, etc.):

Item Summary/Recommendation:

The City of Miami Beach Transportation Department engaged Gannet Fleming, Inc. to complete a Transportation Master Plan for the City. The Transportation Master Plan provides a data-driven overview of the existing conditions in terms of transportation and mobility in the City, establishes the transportation vision for the City, provides guidelines for future transportation systems and mobility strategies, suggests policy modifications to improve the efficiency of our transportation network, generates a project bank based on priorities, and identifies funding sources for the completion of the projects. To achieve this, the Transportation Master Plan consultant team has evaluated and analyzed existing multimodal data and conditions, forecasted future conditions, and coordinated with agencies and stakeholders. Currently, the consultant team is in the process of developing a project bank, prioritizing the projects in the project bank, and identifying internal and external funding sources to implement the projects identified in the project bank.

On March 18, 2015, the City held a Commission Workshop on Transportation which included an overview of the Transportation Master Plan and the existing transportation conditions and trends in the City. At the workshop, the master plan team presented empirical data demonstrating the positive effects of redefining public rights-of-way to create opportunities for exclusive transit lanes along some corridors. The analysis was based on a shift in the way capacity is viewed. As mentioned at the workshop, typically capacity is measured in terms of the number of vehicles on the roadway; however, the master plan proposes that capacity be viewed as a function of the number of people utilizing the roadway. Based on the change in the capacity model, the consultant proposed the following mode prioritization:

1. Pedestrians
2. Transit, Bicycles, and Freight (depending on the corridor)
3. Private vehicles

The Commissioners present at the workshop supported the proposed Modal Hierarchy strategy presented by the project team. Following the workshop, the project team conducted corridor analyses for all major corridors in the City. Based on the analyses, the project team has proposed mode priorities for each of the corridors evaluated. The corridor analysis was presented to the public for input at a Public Workshop held on June 16, 2015.

In order to generate the aforementioned mode hierarchy, the consultant performed analyses based on the repurposing of a travel lane along certain corridors for exclusive transit usage. Based on the counts collected for the various corridors, the consultant compared the existing person throughput per lane per hour to the proposed conditions with exclusive transit lanes. In general, transit lanes were found to improve the overall person throughput of the corridors analyzed. Subsequently, the consultant conducted a connectivity analysis of the main corridors in the City. Based on connectivity, traffic data, transit usage, bicycle usage, and existing typical section, corridors were prioritized in accordance to the mode hierarchy proposed at the Commission Workshop. The adoption of the proposed mode hierarchy will be an essential step in the development of a project bank that promotes improved mobility and responsible growth in the City over a 20-year horizon. The mode hierarchy is critical for the consultant to develop and refine the project bank. The Administration is in the process of organizing a second Commission Workshop on Transportation to be held in September 2015 to present the proposed project bank. Following the Commission workshop, the draft master plan will be presented to the public for input. The Transportation Master Plan will be presented to the City Commission for adoption in October 2015. The Administration recommends that the City of Miami Beach Mayor and Commission adopt the following mode hierarchy presented at the March 18, 2015 Commission Workshop on Transportation:

1. Pedestrians
2. Transit, Bicycles, and Freight (depending on the corridor)
3. Private vehicles

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

Financial Impact Summary: None.

City Clerk's Office Legislative Tracking:

Jose R. Gonzalez, P.E. X6768

Department Director	Assistant City Manager	City Manager
JRG	KGB	JLM

MIAMIBEACH

AGENDA ITEM R7J
DATE 7-8-15

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE MODE HIERARCHY PRESENTED AT THE MARCH 18, 2015 COMMISSION WORKSHOP ON TRANSPORTATION.**

BACKGROUND

According to Forbes Magazine, the area of South Florida, including Miami and Miami Beach, is the number 5 visited area in the Country in 2014, approximately seven (7) million visitors. Furthermore, according to the Greater Miami and the Beaches 2014 Visitor Industry Overview, nearly 50% of overnight visitors stayed in Miami Beach. Overnight visitors and other local visitors contribute to an overwhelming average daily population of over 205,000 (more than double resident population). The additional population in the City on a daily basis adversely affects traffic and creates congestion throughout the City. To address transportation needs and future growth, municipalities, counties, and transportation agencies develop master plans identifying transportation projects to be implemented based on need and priority. The City of Miami Beach has not completed a Transportation Master Plan since 1999.

In August 2014, the City of Miami Beach Transportation Department engaged Gannet Fleming, Inc. to complete a Transportation Master Plan for the City. The Transportation Master Plan provides a data-driven overview of the existing conditions in terms of transportation and mobility in the City, establishes the transportation vision for the City, provides guidelines for future transportation systems and mobility strategies, suggests policy modifications to improve the efficiency of our transportation network, generates a project bank based on priorities, and identifies funding sources for the completion of the projects. To achieve this, the Transportation Master Plan consultant team has evaluated and analyzed existing multimodal data and conditions, forecasted future conditions, and coordinated with agencies and stakeholders. Currently, the consultant team is in the process of developing a project bank, prioritizing the projects in the project bank, and identifying internal and external funding sources to implement the projects identified in the project bank.

On March 18, 2015, the City held a Commission Workshop on Transportation which included an overview of the Transportation Master Plan and the existing transportation conditions and trends in the City. At the workshop, the master plan team presented empirical data demonstrating the positive effects of redefining public rights-of-way to create opportunities for exclusive transit lanes along some corridors. The analysis was based on a shift in the way capacity is viewed. As mentioned at the workshop, typically capacity is measured in terms of the number of vehicles on the roadway; however, the master plan proposes that capacity be viewed as a function of the number of people utilizing the roadway. Based on the change in the capacity model, the consultant proposed the following mode prioritization:

1. Pedestrians
2. Transit, Bicycles, and Freight (depending on the corridor)
3. Private vehicles

The Commissioners present at the workshop supported the proposed Modal Hierarchy strategy presented by the project team.

Following the workshop, the project team conducted corridor analyses for all major corridors in the City. Based on the analyses, the project team has proposed mode priorities for each of the corridors evaluated. The corridor analysis was presented to the public for input at a Public Workshop held on June 16, 2015.

ANALYSIS

In order to generate the aforementioned mode hierarchy, the consultant performed analyses based on the repurposing of a travel lane along certain corridors for exclusive transit usage. Based on the counts collected for the various corridors, the consultant compared the existing person throughput per lane per hour to the proposed conditions with exclusive transit lanes. In general, transit lanes were found to improve the overall person throughput of the corridors analyzed.

Subsequently, the consultant conducted a connectivity analysis of the main corridors in the City. Based on connectivity, traffic data, transit usage, bicycle usage, and existing typical section, corridors were prioritized in accordance to the mode hierarchy proposed at the Commission Workshop. The adoption of the proposed mode hierarchy is critical for the development of a project bank that promotes improved mobility and responsible growth in the City over a 20-year horizon.

The mode hierarchy is critical for the consultant to develop and refine the project bank. The Administration is in the process of organizing a second Commission Workshop on Transportation to be held in September 2015 to present the proposed project bank. Following the Commission workshop, the draft master plan will be presented to the public for input. The Administration anticipates presenting the Transportation Master Plan to the City Commission for adoption in October 2015.

RECOMMENDATION

The Administration recommends that the City of Miami Beach Mayor and Commission adopt the following mode hierarchy presented at the March 18, 2015 Commission Workshop on Transportation:

1. Pedestrians;
2. Transit, Bicycle, and Freight (depending on the corridor),
3. Private Vehicles.

KGB/JRG/JFD

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE MODE HIERARCHY PRESENTED AT THE MARCH 18, 2015 CITY COMMISSION WORKSHOP ON TRANSPORTATION.

WHEREAS, given the existing traffic congestion, the high number of special events, and the limited capacity in the City of Miami Beach's transportation network, residents and visitors have experienced an increased level of difficulty moving though the City; and

WHEREAS, the City has not completed a Transportation Master Plan since 1999; and

WHEREAS, in 2014, the City engaged Gannett Fleming to complete a new City of Miami Beach Transportation Master Plan; and

WHEREAS, Gannet Fleming evaluated existing conditions and collected data for transit, traffic, and pedestrians throughout the City; and

WHEREAS, on March 18, 2015, the City held a Commission Workshop on Transportation which included an overview of the Transportation Master Plan prepared by Gannett Fleming and a proposal for a transportation mode hierarchy; and

WHEREAS, based on analytical contrasts of vehicular throughput and people throughput, the Administration recommended a transportation mode hierarchy consisting of: 1- Pedestrians, 2- Transit, Bicycles, Freight (depending on the corridor), 3- Private Vehicles; and

WHEREAS, the Administration believes that the proposed mode hierarchy will change the paradigm of transportation in Miami Beach and appropriately respond to growth in population and tourism; and

WHEREAS, based on the proposed mode hierarchy, Gannett Fleming will generate projects focusing on enhancing alternative modes of transportation and reducing traffic congestion; and

WHEREAS, City Commissioners present at the March 18, 2015 Commission Workshop on Transportation supported the proposed mode hierarchy presented by the Administration.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby adopt the mode hierarchy presented at the March 18, 2015 City of Miami Beach Commission Transportation Workshop consisting of: 1- Pedestrians, 2- Transit, Bicycles, Freight (depending on the corridor), and 3- Private Vehicles.

PASSED and **ADOPTED** this _____ day of _____, 2015.

ATTEST:

_____ _____

Rafael E. Granado, City Clerk Philip Levine, Mayor

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 7/1/15 Date

Condensed Title:

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-115-JR, FOR PROGRAM MANAGEMENT SERVICES FOR AN INTELLIGENT TRANSPORTATION SYSTEM (ITS) AND PARKING MANAGEMENT SYSTEM.

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City/Enhance Pedestrian Safety Universally.

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

The Administration issued RFQ 2015-115-JR to seek the proposals from a qualified firm to provide Program Management Services for an Intelligent Transportation System (ITS) and Parking Management System (PMS) Project. The RFQ was approved for issuance by the City Commission on March 11, 2015. The RFQ was released on March 20, 2015. A pre-proposal conference to provide information to the proposers submitting a response was held on March 31, 2015. On April 29, 2015, the City received proposals from: BCC Engineering, Inc. and Kimley-Horn and Associates, Inc.

On May 15, 2015, the City Manager, via Letter to Commission (LTC) No. 210-2015, appointed an Evaluation Committee (the "Committee"). Due to conflicts with two (2) members, a revised Letter to Commission (LTC) No. 241-2015 was issued. The Committee convened on June 15, 2015 to consider proposals received and interview the proposers. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee also provided general information on the scope of services, references and a copy of each proposal. The Committee ranked the proposers in accordance with the RFQ Evaluation Criteria.

After reviewing all the submissions and the results of the evaluation process, the City Manager recommends that the Mayor and City Commission authorize the Administration to enter into negotiations with the top ranked proposer, Kimley-Horn & Associates, Inc. Should negotiations fail, the City Manager recommends that the Administration be authorized to enter into negotiations with the second ranked proposer, BCC Engineering, Inc. Should negotiations fail with the second ranked proposer, the City Manager recommends that the Administration be authorized to terminate negotiations and issue a new RFQ.

RECOMMENDATION
ADOPT THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1		The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process.
	2		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JG RG AD	KB MT	JLM

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MIAMIBEACH

AGENDA ITEM R7K
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2015-115-JR, FOR PROGRAM MANAGEMENT SERVICES FOR AN INTELLIGENT TRANSPORTATION SYSTEM (ITS) AND PARKING MANAGEMENT SYSTEM.**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED
Ensure Comprehensive Mobility Addressing All Modes Throughout The City/Enhance Pedestrian Safety Universally.

FUNDING
The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process.

BACKGROUND
The City of Miami Beach is one of the main centers of attraction for events in Florida due to its weather, restaurants, nightlife, beaches, and people. Most major events are heavily attended and therefore increase traffic volumes on the roadway network. In addition, the seasonal characteristics of the City have a direct impact on the vehicle volumes utilizing our roadways. The increase in traffic volumes severely burdens traffic signals, thus negatively impacting level of service and driver experience. The adverse traffic conditions are further exacerbated by roadway closures as a result of construction projects.

In 2013, the City established an Event Traffic Monitoring and Management program. That project consists of portable travel time data collectors, temporary closed circuit television cameras for traffic and incident management, portable digital message signs to advise drivers of traffic and parking conditions, and traffic signal timing support during events. This project has been in effect for eight (8) special events and has been successful in reducing travel times. The value of this effort is that it provided a basis for the implementation of permanent Intelligent Transportation System (ITS) and Parking Management System project.

In 2014, the City applied for a Transportation Investment Generating Economic Recovery (TIGER) for the ITS and Parking Management System Project. Although the City was not awarded the grant, the City Commission supported this initiative and allocated funding in Fiscal Year 2014/15 for a local match to be used on the project ($4.5 million). Subsequently, staff focused on drafting a scope of work to include the following elements at critical intersections and arterials:

- Travel Time Data Collectors: To measure travel times throughout the City's network
- Dynamic Message Signs: To advise drivers on Causeways, Arterials, and Collectors of real-time traffic and parking conditions, incidents, detours, and alternative routes to consider.
- Closed Circuit Television Cameras (C.C.T.V.): To assist in monitoring traffic conditions and incidents at strategic locations.
- Digital Message Signs at Parking Facilities: To advise drivers of parking capacity at garages and key parking lots.
- Parking Detection at Parking Lots: To provide real-time parking capacity information via Dynamic Message Signs and mobile phone application.
- Transportation Management Center: A facility located within the City where all traffic monitoring occurs and real-time travel and parking information is disseminated to the public.
- Adaptive Traffic Signal Control: Advanced signal technology responding to real-time traffic demand. The Administration anticipates that establishing this system will improve traffic flow, driver information, signal progression, and incident response.

INDUSTRY REVIEW MEETING

On February 23, 2015, the City conducted an Industry Review Meeting to obtain input from the industry on the proposed ITS and Parking Management System Project. Based on input received at the Industry Review Meeting, the Administration determined that it would be beneficial to the City to procure the services of a Program Manager to assist with the various tasks leading up to the ITS and Parking Management System Design, Build, Operation, and Maintenance Procurement.

RFQ PROCESS

On March 11, 2015, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2015-115-JR, Program Management Services for an Intelligent Transportation System (ITS) and Parking Management System (PMS) Project. On March 20, 2015, the RFQ was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on March 31, 2015. RFQ responses were due and received on April 29, 2015. The City received a total of two (2) proposals.

The City received proposals from the following firms: BCC Engineering, Inc., and Kimley-Horn and Associates, Inc. The selected firm for this program management phase will be precluded from participating in the Design, Build, Operate and Maintain portion of the project. Other firms that could have bid on the project have indicated that they prefer to be considered for the Design, Build, Operate and Maintain portion of the project, which is significantly larger than the current program management phase being considered.

On May 15, 2015, the City Manager, via Letter to Commission (LTC) No. 210-2015, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

- Josiel Ferrer-Diaz, Transportation Coordinator, Transportation Department, City of Miami Beach
- Saul Frances, Parking Director, Parking Department, City of Miami Beach
- Seth Wasserman, Transportation and Parking Committee Member, City of Miami Beach
- Frank Aira, P.E., Chief of Traffic Signals and Sign Division, Miami-Dade County
- Javier Rodriguez, P.E., ITS Operations Engineer, Florida Department of Transportation

The City Manager also considered the following individuals as alternates:

- Milos Majstorovic, Transportation Analyst, Transportation Department, City of Miami Beach
- Omar, Meitin, P.E., District Traffic Operations Engineer, Florida Department of Transportation
- Hiram Hernandez, M.S.E.E., P.E., Manager Traffic Signals Operations Engineering, Traffic Signal and Sign Division, Miami-Dade County

Due to conflicts, Frank Aira, P.E. and Hiram Hernandez, M.S.E.E., P.E. were unavailable to attend the evaluation committee meeting. On June 8, 2015, a revised Letter to Commission (LTC) No. 241-2015 was issued. In their stead, the City Manager appointed the following individual to serve on the Evaluation Committee:

- Eric T. Carpenter, P.E., Director, Public Works Department, City of Miami Beach

The Committee convened on June 15, 2015 to consider proposals received and interview the proposers. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee also provided general information on the scope of services, references, and a copy of each proposal. Additionally, the Committee engaged in a question and answer session after the presentation of each proposer. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ. The evaluation process resulted in the ranking of proposers as indicated in the table below.

RFQ 2015-115-JR Program Manager for ITS & PMS	Eric Carpenter	Ranking	Saul Frances	Ranking	Javier Rodriguez	Ranking	Josiel Ferrer	Ranking	Seth Wasserman	Ranking		Low Aggregate Totals	Ranking
BCC Engineering	88.00	2	91.00	2	80.00	2	80.00	2	95.00	1		9	2
Kimley Horn	89.00	1	96.00	1	95.00	1	95.00	1	95.00	1		5	1

MANAGER'S DUE DILIGENCE & RECOMMENDATION

After reviewing all the submissions and the results of the evaluation process, the City Manager recommends that the Mayor and City Commission authorize the Administration to enter into negotiations with the top ranked proposer, Kimley-Horn and Associates, Inc. Should negotiations fail, the City Manager recommends that the Administration be authorized to enter into negotiations with the second ranked proposer, BCC Engineering, Inc. Should negotiations fail with the second ranked proposer, the City Manager recommends that the Administration be authorized to terminate negotiations and issue a new RFQ.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the resolution accepting the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Qualifications No. 2015-115-JR (the RFQ), for Program Management Services for an Intelligent Transportation System (ITS) and Parking Management System Project.

JLM/MT/KB/JG/AD

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Condensed Title:

A Resolution Of The Mayor and City Commission Of The City of Miami Beach, Florida, Accepting The Recommendation Of The Land Use And Development Committee Regarding The Creation Of A Process And Criteria For Parklet Applications On A Temporary Basis, And Further Directing The Administration To Develop Criteria And A Procedure For Approval Of Parklets To Be Installed On A Temporary Basis On Washington Avenue Between 5th Street And Lincoln Road.

Key Intended Outcome Supported: Ensure Comprehensive Mobility Addressing All Modes Throughout The City /Enhance Pedestrian Safety Universally.

Supporting Data (Surveys, Environmental Scan, etc.):

Item Summary/Recommendation:

At the April 29, 2015 City Commission meeting, there was a discussion following the Washington Avenue Blue Ribbon Panel presentation and recommendations. The discussion included the expansion of the sidewalks into the existing parking lane to create an opportunity for outdoor cafés. Additionally, the Commission requested that the Administration establish a process and guidelines for design and approval of parklets.

The City Commission referred the item related to the Washington Avenue parklet application as well as the development of a process and criteria for approval of parklets to the Land Use and Development Committee (LUDC) for discussion. During the LUDC meeting on May 27, 2015, the Committee discussed this item and decided to bring it back for discussion at its June 17, 2015 meeting.

At the June 17, 2015 LUDC meeting it was recommended that the Administration develop minimum standards and guidelines for parklets, including a block-by-block analysis of the maximum number of on-street parking spaces to be used for parklets. Also, it was further recommended that the Washington Avenue Task Force work with the business owners along the corridor to determine specific locations for parklets within the block.

A parklet is a small "park", plaza, or creative public space that is formally installed in what would usually be an on-street parking space. Parklets are most commonly the length of one (1) to two (2) parallel parking spaces or three (3) to four (4) angled parking spaces, however, length may vary according to design and street configuration. Parklets should be implemented at sidewalk elevation (i.e., flush with the sidewalk) to ensure ADA accessibility and pedestrian convenience. The number of parking spaces to be impacted should also be considered in determining the placement of parklets.

It is important to note that the Washington Avenue corridor has been identified as part of the preferred route alignment for a proposed light rail transit/modern streetcar system connecting Miami Beach and Downtown Miami as part of an ongoing Beach Corridor Transit Connection Study conducted by the Miami-Dade Metropolitan Planning Organization (MPO) in partnership with Miami-Dade Transit (MDT), Florida Department of Transportation (FDOT), City of Miami Beach, and City of Miami. The City is working with the transportation partners to expedite the implementation of the South Beach portion of the Beach Corridor Transit Connection project. It is anticipated that a catenary-less modern streetcar system can be implemented in South Beach in a 3 – 5 year timeframe. Further, the preferred route alignment along Washington Avenue includes dedicating a lane of travel for transit. This concept is consistent with the Washington Avenue Blue Ribbon Panel Master Plan. In addition, the City's draft Bicycle/ Pedestrian Master Plan (BPMP) recommends removal of on-street parking to be replaced with a protected bike lane. This improvement is also consistent with the Washington Avenue Blue Ribbon Panel Master Plan. Specific programing and design of the parklet should be subjected to an approval process to determine the best suitable use according to location.

In light of the transportation and parking considerations described above, the Administration recommends that minimum standards and guidelines for the approval and installation of parklets on Washington Avenue on a temporary basis be developed, including a block-by-block analysis of the maximum number of on-street parking spaces to be use for parklets. Further, it is recommended that the Washington Avenue Task Force, once established, work with the business owners along the Washington Avenue corridor to determine specific locations for temporary parklets within the block.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

This item was presented to the LUDC for discussion on June 17, 2015. At the meeting, the LUDC recommended that the Administration move forward with developing a process and criteria for parklet applications.

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

Financial Impact Summary: None.

City Clerk's Office Legislative Tracking:

Jose R. Gonzalez, P.E. X6768

Department Director	Assistant City Manager	City Manager
JRG JRG	KGB	JLM

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE LAND USE AND DEVELOPMENT COMMITTEE REGARDING THE CREATION OF A PROCESS AND CRITERIA FOR PARKLET APPLICATIONS ON A TEMPORARY BASIS, AND FURTHER DIRECTING THE ADMINISTRATION TO DEVELOP CRITERIA AND A PROCEDURE FOR APPROVAL OF PARKLETS TO BE INSTALLED ON A TEMPORARY BASIS ON WASHINGTON AVENUE BETWEEN 5TH STREET AND LINCOLN ROAD.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution

BACKGROUND

At the April 29, 2015 City Commission meeting, there was a discussion following the Washington Avenue Blue Ribbon Panel presentation and recommendations. The discussion included the expansion of the sidewalks into the existing parking lane to create an opportunity for outdoor cafés. Additionally, the Commission requested that the Administration establish a process and guidelines for design and approval of parklets.

The City Commission referred the item related to the Washington Avenue parklet application as well as the development of a process and criteria for approval of parklets to the Land Use and Development Committee (LUDC) for discussion. During the LUDC meeting on May 27, 2015, the Committee discussed this item and decided to bring it back for discussion at its June 17, 2015 meeting.

At the June 17, 2015 LUDC meeting it was recommended that the Administration develop minimum standards and guidelines for parklets, including a block-by-block analysis of the maximum number of on-street parking spaces to be used for parklets. Also, it was further recommended that the Washington Avenue Task Force work with the business owners along the corridor to determine specific locations for parklets within the block.

The above is a preliminary list of items to consider as part of a process for parklet applications and criteria for approval and installation. The above information was presented to the LUDC for discussion and input at its June 17, 2015 meeting.

ANALYSIS

A parklet is a small "park", plaza, or creative public space that is formally installed in what would usually be an on-street parking space. Parklets are most commonly the length of one (1) to two (2) parallel parking spaces or three (3) to four (4) angled parking spaces, however, length may vary according to design and street configuration. Parklets should be implemented at sidewalk elevation (i.e., flush with the sidewalk) to ensure ADA accessibility and pedestrian convenience. The number of parking spaces to be impacted should also be considered in determining the placement of parklets.

Streets make up a large part of urban public space. Parklets offer many advantages to the quality of public space and the surrounding context. Specific programing and design of the parklet should be subjected to an approval process to determine the best suitable use according to location. Following are some general considerations and guidelines that are part of the City's proposed Street Design Guide, and an element of the Bicycle/Pedestrian Master Plan Update, to take into account in the placement and design of parklets:

- Parklets in general are allowed on streets with speed limits of 25 mph or less.
- In general, parklets must be located at least one parking space away from the corner. Bulb-outs and other physical barriers that protect the parklet, may allow for corner parklets.
- All parklets must include four (4)-foot setbacks on either end to buffer the parklet from adjacent on-street parking spaces and driveways.
- Parklets must include bollards or other elements of physical separation.
- A three (3)-foot wheel stop must be placed at both ends of the parklet to prevent accidents.
- ADA access must always be included in all parklet configurations.
- Parklet designs should attempt to include bicycle parking in all the designs.

In order to guarantee high standards of safety, aesthetic compliance and accessibility, parklet proposals shall include:

- A map with the parklet location and context.

- A detailed plan of the adjacent area including:
  - Sidewalk width.
  - Manholes and other access points.
  - Existing metered parking spaces.
  - Identified entrances and uses of adjacent buildings.
  - Existing street furniture, utility poles/panels, street lights, bike racks, fire hydrants, etc.
  - Adjacent bicycle facility or travel lane
  - Proposed parklet dimensions including setbacks.

- A detailed section of the parklet including:
  - All elements included in the design.
  - If plans are to be used (always encouraged), a list of all species must be provided.
  - Elevations.
  - Materials to be used.

- A detailed construction drawing approved by a professional engineer that includes:
  - Hardware to be used.
  - A detailed drawing of the drainage features as well as maintenance accessibility.

Types of Parklets

Currently, most parklets around the country and the world serve as one or more of the following purposes:

1. Sidewalk extension
2. Sidewalk café
3. Landscape lounge

Among these three types of parklets, designs and construction materials may vary greatly and are dependent on artistic vision while considering sustainable materials and surrounding context. Parklets are versatile in style and function. Designs have incorporated seating, gardens, bicycle parking, small lending libraries, and performance stages, exclusively or in various combinations. Design schools, stakeholders and government entities usually host competitions for innovative parklet design and programing.

Most parklets tend to incorporate bicycle parking, seating and landscape elements. Parklets may have permanent structures; however, they may be removed, relocated or eliminated with relative ease if any street repairs are needed. In addition, parklets may be temporarily closed without need of removal (i.e., access to manholes and drainage channel cleaning).

The following are examples of possible configurations of the various types of parklets.

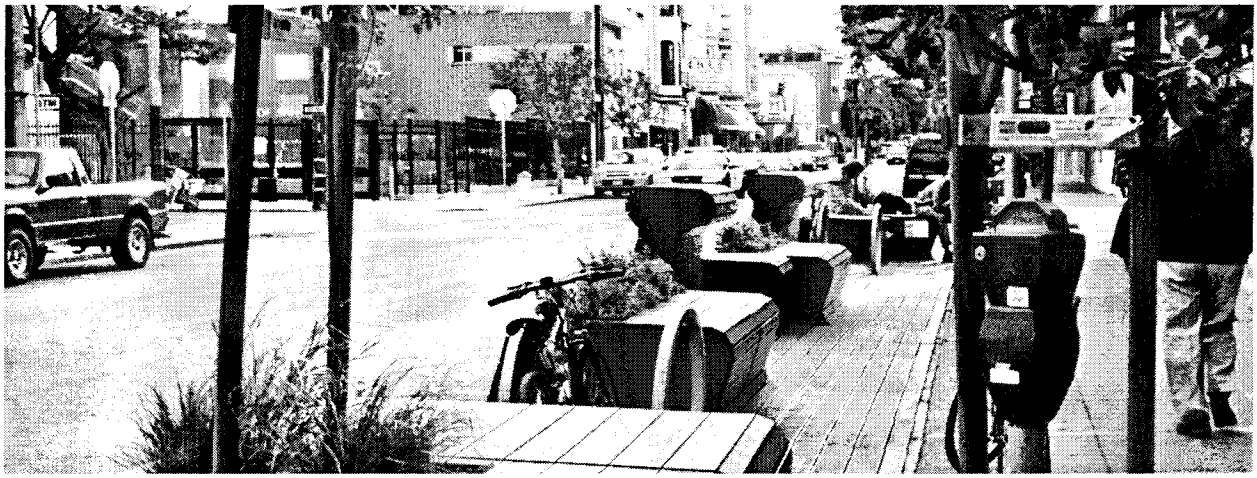
1. Sidewalk Extension Parklet

The sidewalk extension parklet is commonly used when sidewalks are not wide enough for the amount of foot traffic experienced. Sidewalk extensions provide extra room for pedestrians as well as comfortable and aesthetically pleasing places to sit and relax. Sitting structures are usually located on the perimeter of the parklet to allow for a seamless extension of the sidewalk. Sidewalk extension configurations feature built-in seating and in some cases built-in tables.

Sponsor daily responsibilities should include:

- Water plants, remove dead plants.
- Maintain parklet free of debris and trash.
- Maintain drainage channel clean.
- Remove unauthorized graffiti.
- Report any accidents.
- Monitor and repair any damaged elements.

Below are images depicting sidewalk extension parklets.



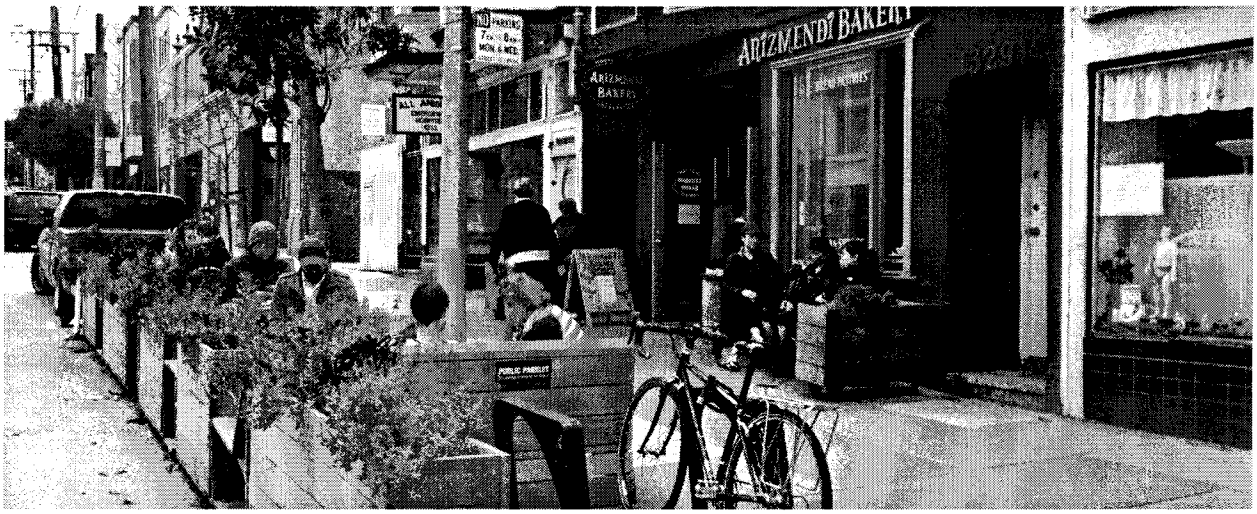
2. Sidewalk Café Parklet

Sidewalk café parklet configurations are commonly, but not exclusively, found along and used by street-fronting businesses serving food and beverages. Sidewalk café parklets feature movable furniture that offers a larger versatility of use.

Sponsor daily responsibilities should include:

- Store all movable furniture indoors after business hours.
- Water plants, remove dead plants.
- Maintain parklet free of debris and trash.
- Maintain drainage channel clean.
- Remove unauthorized graffiti.
- Report any accidents.
- Monitor and repair any damaged elements.

Below are images depicting sidewalk café parklets.



3. Landscape Lounge Parklet

The landscape lounge parklet configuration features creative designs of built-in seating while integrating abundant landscaping elements. This type of parklet is perfect for relaxing and people watching. Steps, planters and slopes are common elements found in lounge parklets.

Sponsor daily responsibilities should include:

- Water plants, remove dead plants.
- Maintain parklet free of debris and trash.
- Maintain drainage channel clean.
- Remove unauthorized graffiti.
- Report any accidents.
- Monitor and repair any damaged elements.

Below are images depicting landscape lounge parklets.

Preliminary Considerations for Parklet Applications, Process and Criteria for Installation

Parklets serve many functions. Physically, parklets can serve as a traffic calming feature by creating the chicane-like effect. In addition, parklets create an opportunity to convert a few parking spaces into people-oriented spaces. Parklets help expand the usable public realm in the City, providing people with places to gather. Parklets may also serve as additional seating for restaurants and cafés while generally promoting and increasing pedestrian activity and non-motorized modes of transportation.

Parklets can be sponsored by a variety of entities, including Business Improvement Districts (BIDs), Community Redevelopment Districts/Areas (CRAs and RDAs), community organizations, non-profit agencies, storefront business owners or tenants, property owners (commercial or residential), and any other organization or entity authorized by the City that agrees to be responsible for the operation, maintenance and management of the parklet. However, parklet amenities must remain open and free to use by any member of the public. If a parklet is located in front of a business, parklet users need not be patrons to enjoy the parklet.
While installation of parklets typically takes about one to two weeks, the entire process from application to approval may take up to a year. If a permit is granted, the parklet sponsor is responsible for:

- The system-wide revenue generated by a single metered parking space or the highest annual revenue generated by a single metered parking space multiplied by the number of spaces occupied by the parklet.
- Fee of $200 (typically used in other cities including Portland) for site inspection before and after installation.
- All costs related to design, materials and installation.
- In case of removal, the sponsor is responsible for all removal costs.

Parklet sponsors are responsible for the on-going maintenance of the parklet including replacing, painting or fixing elements damaged due to vandalism. All parklet designs shall contain at least one (1) ADA compliant accessible entrance. Insurance requirements for the installation and maintenance of a parklet should apply and vary depending on locations and use.

Sponsors are responsible for maintenance of any movable furniture. In addition, all movable elements of the parklet must be safely stored indoors after business hours. Landscaping elements are encouraged in parklet design. All landscaping maintenance is the responsibility of the parklet sponsor.

Sponsors are responsible for general maintenance including furniture and non-approved graffiti removal. In addition, sponsors must maintain the area under the parklet free of debris in order to allow proper drainage, and pressure clean the parklet as necessary.

Only street-fronting property owners or tenants may apply for a parklet. Parklets are public spaces; therefore, applicants must gather letters of support, petitions and other documentation from surrounding businesses or residents in order to prove community outreach and involvement as part of the parklet application process. Sidewalk café parklets should also comply with requirements related to the City's sidewalk café ordinance.

In general, parklets are not to have any additional signage other than the parklet public space designation approved by The City of Miami Beach. Parklets must be located at least one (1) parallel parking space away from the corner, unless curb configuration, such as a large bump-out, allows for safe placement of a parklet closer to the corner (evaluated on a case by case basis). In addition, parklets must have a three (3)-foot wheel stop at both ends, and bollards or large non-movable planters, in order to provide adequate protection for parklet users.

Transportation Considerations

It is important to note that the Washington Avenue corridor has been identified as part of the preferred route alignment for a proposed light rail transit/modern streetcar system connecting Miami Beach and Downtown Miami as part of an ongoing Beach Corridor Transit Connection Study conducted by the Miami-Dade Metropolitan Planning Organization (MPO) in partnership with Miami-Dade Transit (MDT), Florida Department of Transportation (FDOT), City of Miami Beach, and City of Miami. The City is working with the transportation partners to expedite the implementation of the South Beach portion of the Beach Corridor Transit Connection project. It is anticipated that a catenary-less modern streetcar system can be implemented in South Beach in a 3 – 5 year timeframe. Further, the preferred route alignment along Washington Avenue includes dedicating a lane of travel for transit. This concept is consistent with the Washington Avenue Blue Ribbon Panel Master Plan. In addition, the City's draft Bicycle /Pedestrian Master Plan (BPMP) recommends removal of on-street parking to be replaced with a protected bike lane. This improvement is also consistent with the Washington Avenue Blue Ribbon Panel Master Plan.

Accordingly, in order to allow flexibility for both the dedicated lane for transit and right-of-way for a protected bike lane, approval of parklets in parking space locations would need to be temporary in nature, if the BPMP is approved as recommended, and until such time as the protected bicycle lanes would be implemented.

Parking Considerations

Currently, 335 on-street parking spaces exist along the east and west sides of Washington Avenue between 5th and 17th Street. These parking spaces serve as metered parking, disabled parking, passenger loading zones, freight loading zones, and taxicab stands. The table below depicts the four (4) municipal parking facilities and the total number of off-street parking spaces in the area.

Municipal Parking Facilities	Location	# of parking spaces
P16	1262 Collins Avenue	50
P13	1020 Washington Avenue	37
P12	900 Washington Avenue	22
Garage No.2	1100 Washington Avenue	134
	Total	**243**

The total number of off-street and on-street parking spaces along the Washington Avenue corridor between 5th and 17th Street is 578.

Please refer to the attachment for parking occupancy rates in the area, including the Washington Avenue corridor, as Walker Parking Consultants Study conducted in August 2014. Per Walker Parking Consultants, utilization rates above 85% are considered full occupancy due to the perception created by the difficulty in finding a space.

The City's CIP Department and Parking Department investigated the feasibility of constructing parking garages in the area. As part of the City's budget process, these initiatives, along with other parking policy issues will also be presented for discussion at upcoming Finance and Citywide Project Committee meetings this summer.

RECOMMENDATION

In light of the transportation and parking considerations described above, the Administration recommends that minimum standards and guidelines for the approval and installation of parklets on Washington Avenue on a temporary basis be developed, including a block-by-block analysis of the maximum number of on-street parking spaces to be use for parklets. Further, it is recommended that the Washington Avenue Task Force, once established, work with the business owners along the Washington Avenue corridor to determine specific locations for temporary parklets within the block.

Attachment: Walker Parking Demand Analysis

KGB/JRG/XRF

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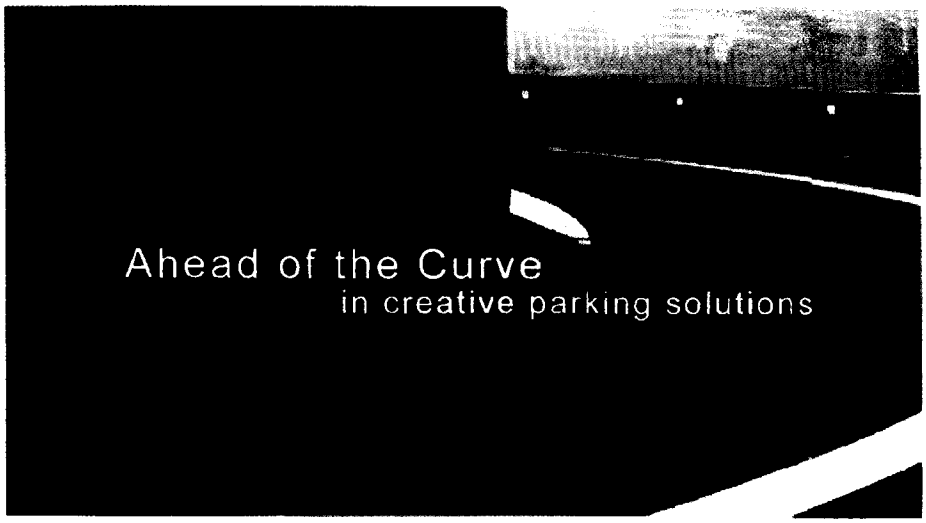


PARKING DEMAND ANALYSIS

SOUTH BEACH

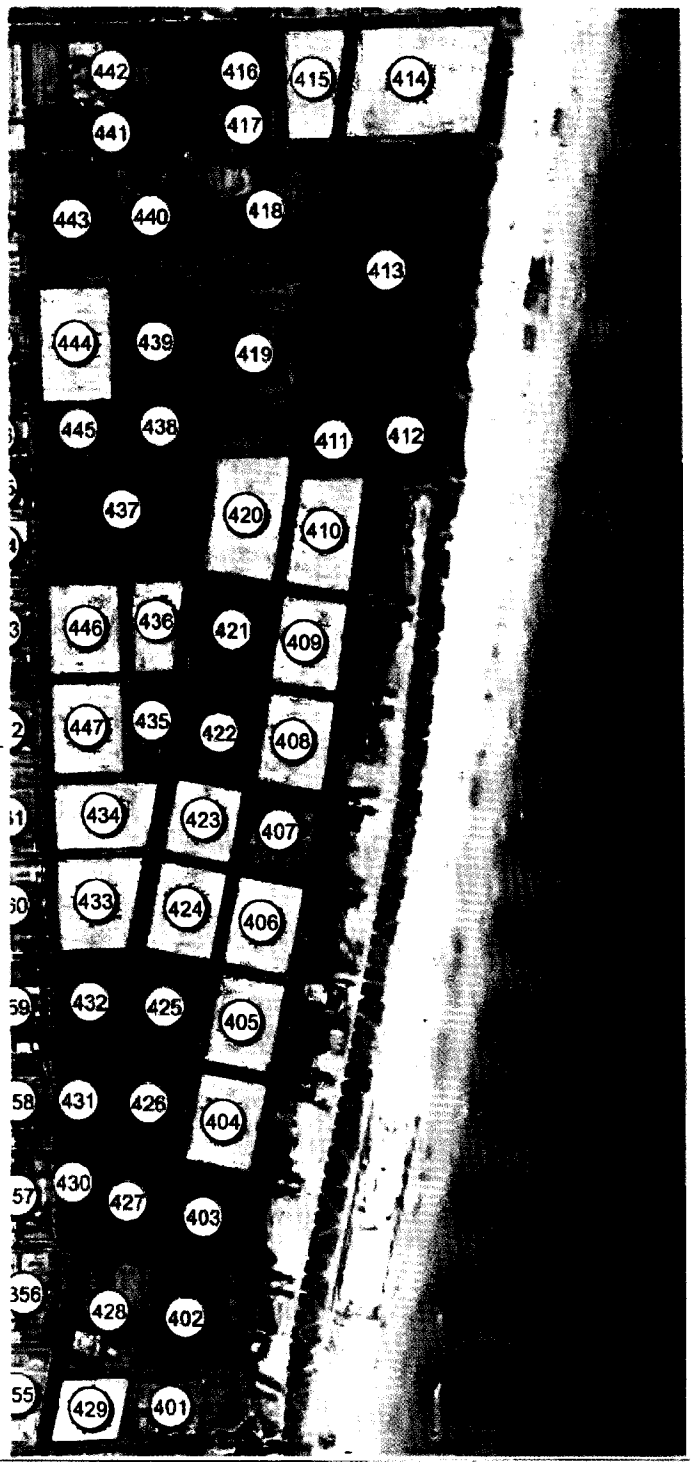
MIAMI BEACH, FLORIDA

Prepared for:
CITY OF MIAMI BEACH

AUGUST 22, 2014

WALKER
PARKING CONSULTANTS

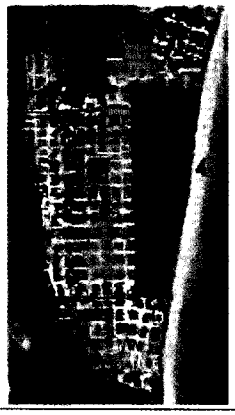
Figure 8: Heat Map of Peak Weekday Parking Occupancy



Zone 4 - Occupancy Weekday 4pm

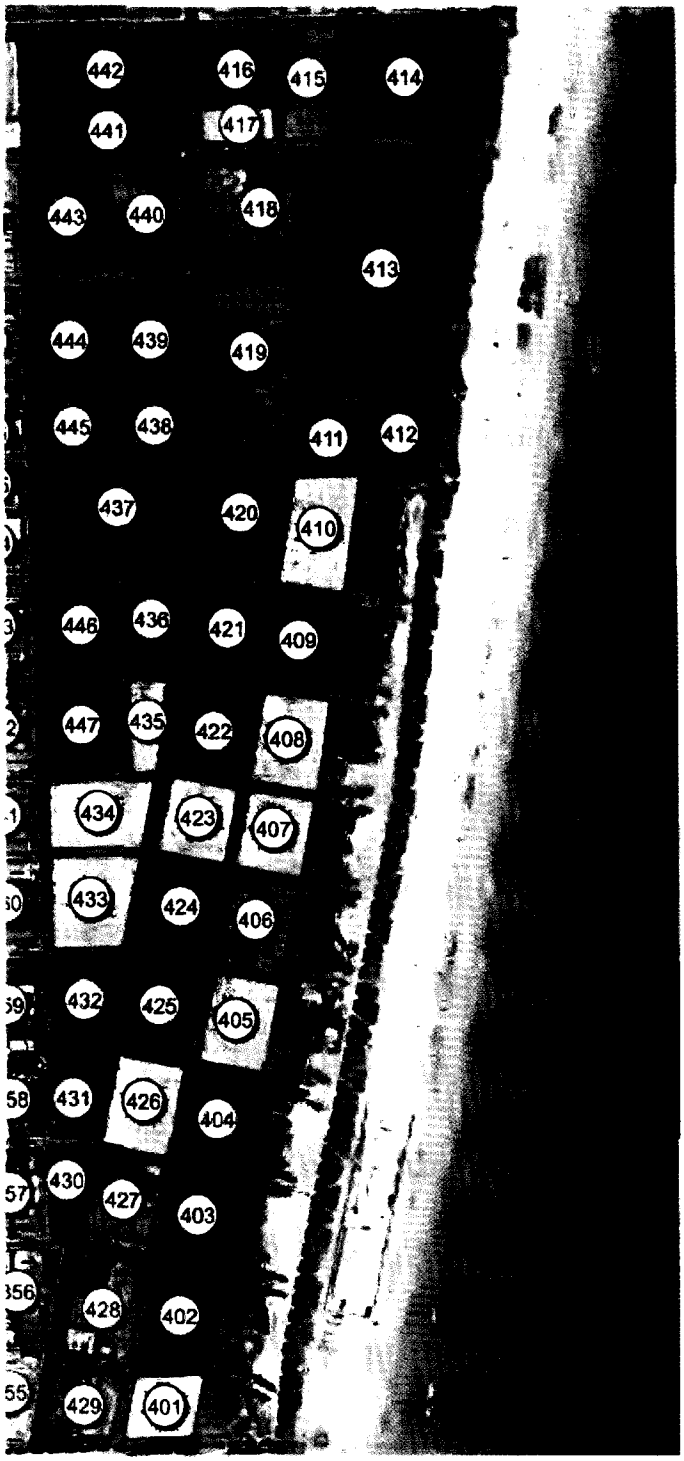
- Study Area / Zone Boundaries
- (000) Block Numbers
- Occupancy ≥85%
- Occupancy 70% - 84%
- Occupancy ≤69%

Key



Source: Walker Parking Consultants

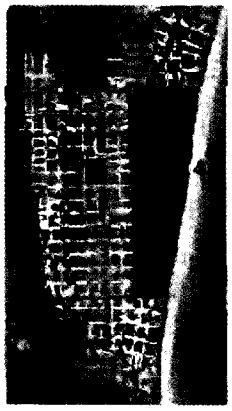
Figure 9: Heat Map of Peak Saturday Parking Occupancy



Zone 4 - Occupancy Saturday 4pm

- Study Area / Zone Boundaries
- (000) Block Numbers
- Occupancy ≥85%
- Occupancy 70% - 84%
- Occupancy ≤69%

Key



Source: Walker Parking Consultants

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE LAND USE AND DEVELOPMENT COMMITTEE REGARDING THE CREATION OF A PROCESS AND CRITERIA FOR PARKLET APPLICATIONS ON A TEMPORARY BASIS, AND FURTHER DIRECTING THE ADMINISTRATION TO DEVELOP CRITERIA AND A PROCEDURE FOR APPROVAL OF PARKLETS TO BE INSTALLED ON A TEMPORARY BASIS ON WASHINGTON AVENUE BETWEEN 5TH STREET AND LINCOLN ROAD.

WHEREAS, on April 29, 2015, the Miami Beach City Commission had a discussion following the Washington Avenue Blue Ribbon Panel presentation and recommendations regarding the expansion of sidewalks into the existing parking lane to create an opportunity for outdoor cafes by utilizing parklets; and

WHEREAS, a parklet is a small "park", plaza, or creative public space that is formally installed in what would usually be an on-street parking space; and

WHEREAS, parklets are most commonly the length of one (1) to two (2) parallel parking spaces or three (3) to four (4) angled parking spaces, however, length may vary according to design and street configuration; and

WHEREAS, parklets should be implemented at sidewalk elevation (i.e., flush with the sidewalk) to ensure ADA accessibility and pedestrian convenience; and

WHEREAS, specific programing and design of the parklet should be subjected to an approval process to determine the best suitable use according to location; and

WHEREAS, at the April 29, 2015 City Commission meeting, the item related to the Washington Avenue parklet application, as well as the development of a process and criteria for approval of parklets, was referred to the Land Use and Development Committee (LUDC) for discussion; and

WHEREAS, during the LUDC meeting on May 27, 2015, the Committee discussed this item and bought it back for discussion at its June 17, 2015 meeting and the LUDC recommended to proceed with the installation of parklets; and

WHEREAS, in light of the transportation and parking considerations described above, the LUDC recommended that minimum standards and guidelines for the approval and installation of parklets on Washington Avenue on a temporary basis be developed, including a block-by-block analysis of the maximum number of on-street parking spaces to be use for parklets; and

WHEREAS, the Administration recommends that the Washington Avenue Task Force, once established, work with the business owners along the Washington Avenue corridor to determine specific locations for temporary parklets within the block.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve the recommendation of the Land Use and Development Committee regarding the creation of a process and criteria for parklet applications on a temporary basis, and further directing the Administration to develop criteria and a procedure for approval of parklets to be installed on a temporary basis on Washington Avenue between 5th Street and Lincoln Road.

PASSED and **ADOPTED** this _____ day of July, 2015.

ATTEST:

PHILIP LEVINE, MAYOR

RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

City Attorney 7/1/15 Date

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R7 - Resolutions

R7M A Resolution Urging The Miami-Dade County To Authorize The City Of Miami Beach To Assume Certain Traffic Engineering Jurisdiction Over Certain Traffic Engineering Components For Local Roadways Within The City.

(Sponsored by Commissioner Michael Grieco)

(Legislative Tracking: Transportation)

(Item to be Submitted in Supplemental)

Agenda Item R7M

Date 7-8-15

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PURSUANT TO INVITATION TO NEGOTIATE (ITN) 2014-170-SW FOR A GATED REVENUE CONTROL SYSTEM FOR THE CITY'S PARKING GARAGES.

Key Intended Outcome Supported:

Ensure expenditure trends are sustainable over the long term.

Supporting Data (Surveys, Environmental Scan, etc: N/A

Item Summary/Recommendation:

The City's Parking Department is seeking a state of the art gated parking revenue control system, including centralized processing of data for all of the City's parking garages, a central monitoring station for: intercoms, CCTV at all entrance and exit lanes, and access control for all garage equipment. This will allow for operational savings as well as enhanced audit controls. In order to achieve this service level, all garages must have compatible hardware, software, firmware, and equipment, meaning that one system (vendor) must equip and service all garages.

The City's municipal parking garages are currently operated with on-site cashiers/parking attendants and a gated revenue control system, provided by 3M (manufacturer). The equipment runs along several model lines ranging from several years to over a decade old. Additionally, 3M notified its customers, including the City, of its intent to discontinue its gated parking revenue control subdivision and related equipment and services.

At the September 10, 2014 City Commission meeting, the Mayor and City Commission adopted Resolution No. 2014-28720 accepting the recommendation of the City Manager pertaining to the ranking of proposers pursuant to Invitation To Negotiate (ITN) 2014-170-SW for a Parking Garage Gated Revenue Control System. Further, the Resolution authorized the Administration to enter into negotiations with all the proposers. The Administration was requested to present the final contract for the Commission's review prior to entering into an agreement with the parking equipment companies. The details of the contract negotiation phase and comparative analysis of final replies is attached.

The City Manager, after carefully considering the results of the negotiation process and staff recommendation, recommends that the Mayor and City Commission of the City of Miami Beach, Florida, accept the recommendation of the City Manager, pursuant to Invitation To Negotiate (ITN) 2014-170-SW for a gated revenue control system for the City's parking garages; approving the material terms of an agreement between the City and Skidata, Inc., as set forth in the term sheet attached as Exhibit "A" hereto; authorizing the City Manager and the City Attorney's Office to finalize the Agreement based upon the material terms approved herein; provided that they may make any non-substantive and non-material revisions and/or additions to the Agreement, as they deem necessary; authorizing the Mayor and City Clerk to execute the final Agreement; and, in the event that the City is unable to finalize successful negotiations with Skidata, Inc., authorizing the City Manager and the City Attorney's Office to negotiate an Agreement with Amano McGann, Inc. based upon the material terms approved in Exhibit "A" herein (provided that they may make any non-substantive and non-material revisions and/or additions to the Agreement).

RECOMMENDATION
Approve the Resolution.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1	$ 303,000	142-6176-000674
	2	362,000	463-6176-000674
	3	471,000	467-6176-000674
	4	2,696,000	480-6176-000674
RA. N.D.	5	400,000	480-0463-000349
OBPI	Total	$4,232,000	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD SF	MT KGB	JLM

T:\AGENDA\2015\June\PROCUREMENT\ITN 2014-170-SW Parking Garage Gated Revenue Control System for the City of Miami Beach SUMMARY.doc

MIAMIBEACH

Agenda Item R7N
Date 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 10, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO INVITATION TO NEGOTIATE (ITN) 2014-170-SW FOR A GATED REVENUE CONTROL SYSTEM FOR THE CITY'S PARKING GARAGES; APPROVING THE MATERIAL TERMS OF AN AGREEMENT BETWEEN THE CITY AND SKIDATA, INC., AS SET FORTH IN THE TERM SHEET ATTACHED AS EXHIBIT "A" HERETO; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY'S OFFICE TO FINALIZE THE AGREEMENT BASED UPON THE MATERIAL TERMS APPROVED HEREIN; PROVIDED THAT THEY MAY MAKE ANY NON-SUBSTANTIVE AND NON-MATERIAL REVISIONS AND/OR ADDITIONS TO THE AGREEMENT, AS THEY DEEM NECESSARY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL AGREEMENT; AND, IN THE EVENT THAT THE CITY IS UNABLE TO FINALIZE SUCCESSFUL NEGOTIATIONS WITH SKIDATA, INC., AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY'S OFFICE TO NEGOTIATE AN AGREEMENT WITH AMANO MCGANN, INC. BASED UPON THE MATERIAL TERMS APPROVED IN EXHIBIT "A" HEREIN (PROVIDED THAT THEY MAY MAKE ANY NON-SUBSTANTIVE AND NON-MATERIAL REVISIONS AND/OR ADDITIONS TO THE AGREEMENT).**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

KEY INTENDED OUTCOME SUPPORTED

Ensure expenditure trends are sustainable over the long term.

FUNDING

Funding for the one-time capital cost is available as follows:

	Amount	Account
1	$ 303,000	142-6176-000674
2	362,000	463-6176-000674
3	471,000	467-6176-000674
4	2,696,000	480-6176-000674
5	400,000	480-0463-000349
Total	$4,232,000	

Funding for the annual maintenance costs will be subject to appropriation in the annual budget process.

BACKGROUND

The City's Parking System currently has ten (10) municipal parking garages, totaling 6,106 parking spaces. An 11th facility, Collins Avenue Garage is funded and currently in design with an estimated 470 parking spaces, for a grand total of 6,576 parking spaces. The City's Parking Department is seeking a state of the art gated parking revenue control system, including centralized processing of data for all of the City's parking garages, a central monitoring station for: intercoms, CCTV at all entrance and exit lanes, and access control for all garage equipment. This would allow for operational savings as well as enhanced audit controls. In order to achieve this service level, all garages must have compatible hardware, software, firmware, and equipment, meaning that one system (vendor) must equip and service all garages.

The City's municipal parking garages are currently operated with on-site cashiers/parking attendants and a gated revenue control system, provided by 3M (manufacturer). The equipment runs along several model lines ranging from several years to over a decade old. Additionally, 3M notified its customers, including the City, of its intent to discontinue its gated parking revenue control subdivision and related equipment and services.

On May 21, 2014, the Mayor and City Commission approved the issuance of Invitation to Negotiate (ITN) No. 2014-170 for a Parking Garage Gated Revenue Control System. In response to the ITN, the City received proposals from the following five (5) firms:

- Amano McGann, Inc.
- Consolidated Parking Equipment
- Scheidt & Bachmann USA, Inc.
- Skidata Inc.
- WPS USA Corp.

At the September 10, 2014 City Commission meeting, the Mayor and City Commission adopted Resolution No. 2014-28720 accepting the recommendation of the City Manager pertaining to the ranking of proposers pursuant to Invitation To Negotiate (ITN) 2014-170-SW for a Parking Garage Gated Revenue Control System. Further, the Resolution authorized the Administration to enter into negotiations with all the proposers. The Administration was requested to present the final contract for the Commission's review prior to entering into an agreement with the parking equipment companies.

CONTRACT NEGOTIATIONS

On December 10, 2014, the Parking and Procurement Departments convened negotiation session No. 1 with all proposers and attended the meeting with Skidata, Inc., Amano MCGann, Inc., LCN, Inc. D/B/A Consolidated Parking Equipment, WPS USA Corp., and Scheidt & Bachmann USA, Inc. The intent of negotiation session No. 1 was to: 1) provide an overview of the ITN negotiation process and clarify any questions proposers may have; 2) discuss and review with proposers the Term Sheet and Cost Proposal Sheets which would form the basis of negotiation discussions; and, 3) schedule site visits will all proposers for December 22 and 23, 2014, to evaluate equipment and inspect all parking garages.

On December 17, 2014, the City was notified by Consolidated Parking Equipment that it had withdrawn its proposal pursuant to the ITN because it had been informed by 3M, the manufacturer of the equipment proposed, that 3M would no longer be producing the proposed equipment. Following this notification from Consolidated, the City ceased further negotiations with Consolidated.

On December 22, and December 23, 2014, site visits were held and attended by the remaining four (4) Proposers: Amano McGann, Inc., Scheidt & Bachmann USA, Inc., Skidata, Inc., and WPS USA Corp. Proposers were given until December 30, 2014, to submit their questions relating to the cost proposal. As a result of questions arising from evaluating the equipment, the Procurement Department issued Response 1, 2, and 3, on January 15, January 28, and January 30, 2015, respectively. On January 30, the City requested cost proposals, for which a due date of February 6, 2015, was established.

On February 6, 2015, cost proposals from Amano McGann, Inc., Skidata, Inc., and WPS USA Corp. were received. At this time, Scheidt & Bachmann USA, Inc., notified the City that, due to schedule conflicts, it had withdrawn its proposal pursuant to the ITN. The following is a brief summary, from the information provided in each firm' proposals, of the final three (3) proposers:

- Amano McGann, Inc. is headquartered in Roseville, Minnesota, with approximately 290 employees across the United States. With over 290 employees, 20 branch offices and over 40 distribution partners throughout the U.S., according to Amano McGann, it has performed over 6,000 installations worldwide along with its parent company Amano Corporation. Amano provides parking, time and access solutions to universities, hotel chains, airports, sports complex and municipalities. Recent clients include the City of West Palm Beach, City of Portland Smart Park Garages, and the City of Detroit.

- SKIDATA, Inc., a wholly-owned subsidiary of SKIDATA, AG (founded in Austria in 1977), was established in North America in January 2000 to serve the off-street parking and revenue control system market segment. According to SKIDATA, it has built over 750 systems in Canada, USA and Mexico. Their products and services are found in airports, municipalities, shopping centers, universities and medical centers across North America. Recent clients include the City of Oklahoma City, City of Beverly Hills, City of St. Louis and Downtown Salt Lake City. Their services include consulting, integration, direct support, documentation and training.

- WPS USA Corp. has over twenty (20) years of experience using bar code technology in their parking access systems. According to WPS, it introduced the first "Credit Car In/Credit Card Out" solution back in the early 1990's. Recent clients have been the City of Norfolk, the Los Angeles Department of Transportation, Rockville Town Square and the Union Station Parking Garage in Washington, D.C.

Several negotiation sessions with all three (3) proposers were scheduled, as well as a request for best and final cost proposals offers. The Administration received final replies to the referenced negotiations on May 19, 2015.

ANALYSIS

Parking gated revenue control system is necessary for the operation of the City's parking facility, as well as the management of over $16 million in annual revenue at these facilities. A system with robust functionality and reporting/audit capabilities, as well as a partnership with a qualified service provider is critical for the effective management of a system that serves over 3.3M customers annually and through which significant revenue is yielded. For these reasons, the Administration believes that, in the best interest of the City, functionality, prior performance record and cost of the system are critically important considerations. With that in mind, a comparative analysis follows with the purpose of illustrating major differences among the three finalist with whom the City has negotiated.

1. **System Functionality.** The three (3) proposed systems offer basic access and revenue control functionality. The major differences among the three (3) firms are in the areas of ticket technology (barcode vs. magnetic stripe), and validation of disabled permits.

    a. **Ticket Technology.** The major difference in the area of functionality is the technology utilized for ticket transactions (vs card access), which is typically either a barcode ticket or magnetic stripe ticket. Historically, each type has been lauded by the industry as the preferred methodology over years. Currently, barcode tickets are the most widely accepted and enjoys a substantial portion of the market share. While all indications seem to point towards continued use and growth of barcode tickets, there is no clear indication of either taking the full market share. The following are the options available for each of the three (3) proposers in the barcode vs. magnetic stripe technologies:

    - *Amano McGann, Inc. offers both barcode and magnetic stripe ticket systems; however, both systems cannot be deployed simultaneously in each garage.*
    - *Skidata offers both barcode and magnetic stripe ticket systems which may be deployed simultaneously.*
    - *WPS offers bar code system only.*

    While staff believes that either barcode or magnetic stripe methodologies are acceptable, it is important to note that once a decision on bar code or magnetic stripe is made, future changes in technology will require major system upgrades.

    b. EMV (Europay Mastercard & Visa) – Chip embedded credit card technology, which provides users added protection against fraud, is quickly approaching, if not already here.

    - *Both Skidata and Amano have solutions for EMV and committed to providing their solution at no additional cost to the City. WPS has advised the City that they are developing an EMV solution; however, its availability and cost is contingent upon various factors. The following is an excerpt from an email sent by Mr. Garrett Coleman, Manufacturer's Representative, on March 17, 2015.*

      "Please understand that there are a number of requirements that companies like WPS are not responsible for completing. These need to be resolved by the credit card industry. Until these are resolved, it is not possible to state for sure there will not be any added costs when the regulations are released and enforced."

    c. **Validation of Disabled Permits.** The process to confirm legitimate disabled parking transactions, typically processed as exception validations, requires human interaction. Disabled parking permits are issued and directly linked to an individual. A disabled parking permit with matching user information on a government issued identification, such as a driver's license or state identification card must be presented to an attendant (at a remote location) for confirmation. Once confirmed, a validation may be processed for a parking fee waiver (the exception), as required by Code. The following are the exception validation solution provided by each proposer:

- *Amano's solution provides individual components; however, the solution is not currently integrated resulting in a very labor intensive process to audit and reconcile validations. Amano offered to further develop their solution, if requested to do so at no additional cost to the City.*

- *Skidata provides an automated audit feature to specifically confirm, track, and retrieve at any point in the future, all validations through a single source, the transient ticket transaction number. The following is a brief description of the Skidata automated solution for validations (exceptions).*

  A customer provides their credentials (disabled parking permit and identification) for viewing by an attendant at a remote centralized monitoring location. The attendant can view the credentials and an image of the credentials is stored as an attachment (electronic file) to the specific transaction number for that customer. At a later date, any or all validations, including disabled parking validations, may be easily retrieved by referencing a single source (ticket transaction number) for auditing purposes. The images of the disabled parking permit and identification are easily retrieved, viewed, and confirmed.

- *WPS proffered to develop (and preliminarily tested) a similar functionality through their license plate recognition (LPR) system. However, their proposed solution is in the developmental stage.*

In FY 2013/14, there were a total of 26,968 disabled parking permit exception validation transactions, at all ten municipal parking garages, with a value of $254,766. Without an effective exception validation system, the validation process for these transactions is vulnerable to manipulation/fraud. The Skidata solution closes this loophole with a proven, efficient, and user-friendly auditable feature for validated exception transactions. Amano and WPS proposed to enhance their current functionality; however, the proposed solutions are, to date, either unbuilt or untested.

It is important to note gated revenue control systems may also be used in municipal parking lots with high demand providing greater audit controls and preserving the integrity of disabled parking.

2. **References.** The City contacted references provided by each proposer and conducted a survey/questionnaire. All references for Skidata were deemed satisfactory; however, there were issues brought to the City's attention with regard to the past performance of Amano and WPS. The following are excerpts from responses received to the survey/questionnaire:

<u>Amano Reference – City of West Palm Beach:</u>

- System does not work off-line. Monthly access cards do not work off-line due to different facility codes at garages. Previous equipment from Federal APD would batch credit card. This equipment does not batch. Unable to process credit card transactions when there is a power outage, as evidenced in a recent lightning strike.

- Credit card jams on insertion. Recommends swipe.
- No capability to send information to spitter or exit gates. Example: when a ticket jams and the machine is turned off, the device does not reset itself and requires on-site reprogramming (cannot be reprogrammed remotely from central station).
- Intercoms go on and off-line. Currently, four are off-line (system is only two years old). Amano is quick to respond but intercoms are still down.

WPS Reference – City of Norfolk

Q. Are you satisfied with the audit/accounting capabilities of the software? Please explain system capabilities.

A. Not satisfied. Cash does not match shift report. Cash received via Pay-In-Lane (PIL) devices are not tallying correctly.

- PIL cash refunds are inaccurate due to issuance of same amount of change due to customer in both bills and coins resulting in a duplicate refund.
- WPS was not aware of this issue until advised by Reference.
- Reference has been thorough in providing WPS documentation regarding these malfunctions.
- This is particularly of concern in remote centralized motoring, since there is no cashier present to witness this occurrence. Reference personally witnessed this malfunction.
- This was discovered at their third busiest garage.
- Reference attempted unsuccessfully to have WPS provide replacement equipment; consulted with their legal department; and was advised to allow WPS to address the issue.
- New software update is required. Update was scheduled last year. There have been issues resulting in delays. Update is now scheduled for Spring/Summer 2015.
- Reference stated that it is prepared to pursue legal action.

3. **COST PROPOSALS**. The final cost proposals are itemized into three major areas: (1) cost of installed equipment; (2) rebate and removal of existing equipment; and (3) ten (10) year maintenance/support.

	Amano	**Skidata**	**WPS**
Equipment and Installation	$3,418,950.00	$3,667,412.00	$2,769,205.00
Rebate on Existing Equipment	$(273,100.00)	$(32,500.00)	$11,470.00
Maintenance and Support (10 Year)	$3,823,237.52	$3,158,266.60	$2,478,461.00
Total 10 Year Costs	**$6,969,087.52***	**$6,793,178.60**	**$5,259,136.00***

*These figures represent the final costs negotiated with and confirmed by each Proposer. As noted in Exhibit C, the City and the Proposers engaged in several rounds of cost negotiations to assure best pricing, address certain errors and omissions in Proposer's cost proposals and create a functional system baseline so that all proposals could be compared equitably. For example, Amano's original cost proposals inadvertently omitted the required dedicated employees (at a cost of $821,197.52 over the ten year term) and Skidata's omitted the required training (at a cost of $12,000.00 as an initial cost). Additionally, all proposers offered extra goods and services (above and beyond what is required for a fully functional system) that could enhance system operation and is available to the City for future consideration.

CITY MANAGER'S DUE DILIGENCE

The City's ten parking garages are currently operated with on-site cashiers/parking attendants and a gated revenue control system, provided by 3M (manufacturer). Collectively, all garages generate over $16M in revenues with a labor expense for cashiers/attendants of $3M, annually.

As you know, a Request for Proposals (RFP) for Parking Attendants was issued and an award is anticipated by the July 2015 City Commission meeting. A critical component required to manage and operate our municipal garages is a state-of-the-art revenue control system with remote monitoring. Remote monitoring will automate cashier operations at all parking garages reducing cashier labor expenses from $3M to $1.8M, a savings of $1.2M (40%), annually. Therefore, a robust and reliable gated revenue control system is essential to process, collect, and audit transactions and their related revenues. While the City has considered a metered operations approach (see Exhibit B) to a gated system, the Administration has concluded that such approach is not cost effective.

Skidata's PARCS solution is composed of gated entrance and exit control systems with the ability to accept credit card payment in-lane and access credentials such as access cards, pay by mobile phone applications, or validations; automated pay stations with the ability of accepting credit card and cash payments; garage offices and central monitoring work stations composed of desktop computers, monitors and audio/video (intercoms); and software system that integrates with all revenue control devices at all garages and interfaces with the City's permit and financial management systems. More importantly, the system allows for Remote Monitoring reducing the need for cashier (labor) functions. This is anticipated to reduce parking attendant/cashier labor cost by 40%. In addition, remote monitoring allows for a variety of technology enhancements, including real time utilization, ability to change rates based on utilization, grant gate access, diagnose, troubleshoot, and potentially resolve a variety of alarms related to in-lane or peripheral equipment.

The City Manager, after carefully considering the results of the negotiation process and staff recommendations, recommends that the Mayor and City Commission authorize the Administration to finalize negotiations on final contract terms with Skidata, Inc.; and, upon successful conclusion of the negotiation terms by the Administration, authorize the Mayor and City Clerk to execute an Agreement for a gated revenue control system for the City's parking garages with Skidata. In support of this recommendation, the City Manager finds as follows:

Functionality

While Amano, Skidata, and WPS are very competitively matched in terms of general system functionality, the review and analysis conducted by staff indicate some significant differences in a few areas. Of greatest concern is the need to efficiently and effectively process transactions through remote monitoring while maintaining a user-friendly and reliable auditable trail, of validated transactions, most notable are disabled parking permit exemptions with an annual value exceeding $250,000.

References
Section 2-369 of the City Code requires that, in the award of contracts, the following be considered:

(1) The ability, capacity and skill of the bidder to perform the contract.
(2) Whether the bidder can perform the contract within the time specified, without delay or interference.
(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
(4) The quality of performance of previous contracts.
(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

Skidata client references indicate that it has a satisfactory history of past performance. Past clients of both Amano and WPS expressed some concerns of each firm's respective systems and response to system issues. Especially concerning is the experience shared by a past client of WPS in which it stated that the system was unable to accurately record and reconcile cash balances. This is a very dangerous scenario when one considers the amount of revenue ($16M annually) flowing through the City's gated revenue control system.

Cost
While system costs for all proposed systems are significant, the current estimated annual revenue yielded through the parking operations at which the reference equipment will be utilized is approximately $16M. The following tables indicate costs as a percentage of revenue over the contract term for the new proposed systems, both in terms of overall project cost as well as yearly maintenance costs.

Equipment & Installation	Amano	Skidata	WPS
Equipment and Installation	$3,418,950.00	$3,667,412.00	$2,769,205.00
Rebate for Existing Equipment and/or Cost of Removing Existing Equipment	($273,100.00)	($32,500.00)	$11,470.00
Total Initial Costs	**$3,145,850.00**	**$3,634,912.00**	**$2,780,675.00**

Recurring Annual Maintenance	Amano	Skidata	WPS
Total Maintenance Costs Over 10 Years	$3,823,237.52	$3,158,266.60	$2,478,461.00
Estimated Revenue (10 Years)	$160,000,000.00	$160,000,000.00	$160,000,000.00
Maintenance Only Cost as a Percentage of Revenue	**2.39%**	**1.97%**	**1.55%**

While cost is clearly an important consideration, the gated parking revenue control system is a major system for the City through which nearly $16M is processed each year. System functionality and prior performance of the contractor is as critical as is the cost of the system.

Remote Monitoring Savings and Resulting Net Cost
The following is a comparison of current staffing cost versus proposed (reduced) staffing levels; new equipment/remote monitoring, including maintenance costs, over a ten year period.

The proposed reduction in attendant labor hours may be achieved as follows:

- Elimination of the second and third Parking Attendant I (cashier), if applicable, from all locations, Monday through Friday, dayshifts; and
- Elimination of all Parking Attendant I during off-peak (overnight) hours.
- Reduction of Parking Attendant II during off-peak hours.

Remote monitoring is anticipated to reduce cashier labor hours by 40%. This is attributed to a centralized remote monitoring consolidating cashier functions and tasks at one centralized location. Each workstation is equipped with data access control to process parking transactions; intercoms and video monitors for audio/video interactions with the customers; and will interface with the security camera system to be deployed in all garages under a separate formal competitive procurement process for security system. Additionally, annual maintenance costs over the next ten (10) years are less than current annual maintenance costs.

YEAR 1	**CURRENT**	**PROPOSED**	**DIFFERENCE**
Staffing	$2,943,000*	$1,800,000*	$ (1,143,000)
Equipment Cost		$3,635,000	$3,635,000
Equipment Maintenance	$225,000*	$132,000	$(93,000)
TOTAL	**$3,168,000**	**$5,567,000**	**$2,399,000**
YEAR 2			
Staffing	$2,943,000*	$1,800,000*	$ (1,143,000)
Equipment Maintenance	$225,000*	$173,000	$ (52,000)
TOTAL	**$3,168,000**	**$1,973,000**	**$ (1,195,000)**
YEAR 3			
Staffing	$2,943,000*	$1,800,000*	$ (1,143,000)
Equipment Maintenance	$225,000*	$331,000	$106,000
TOTAL	**$3,168,000**	**$2,131,000**	**$ (1,037,000)**
YEAR 4			
Staffing	$2,943,000*	$1,800,000*	$(1,143,000)
Equipment Maintenance	$225,000*	$342,000	$117,000
TOTAL	**$3,168,000**	**$2,142,000**	**$(1,026,000)**
YEAR 5			
Staffing	$2,943,000*	$1,800,000*	$(1,143,000)
Equipment Maintenance	$225,000*	$353,000	$128,000
TOTAL	**$3,168,000**	**$2,153,000**	**$(1,015,000)**
YEAR 6			
Staffing	$2,943,000*	$1,800,000*	$ (1,143,000)
Equipment Maintenance	$225,000*	$364,000	$139,000
TOTAL	**$3,168,000**	**$2,164,000**	**$ (1,004,000)**
YEAR 7			
Staffing	$2,943,000*	$1,800,000*	$(1,143,000)
Equipment Maintenance	$225,000*	$376,000	$151,000
TOTAL	**$3,168,000**	**$2,176,000**	**$(992,000)**
YEAR 8			
Staffing	$2,943,000*	$1,800,000*	$(1,143,000)
Equipment Maintenance	$225,000*	$388,000	$163,000
TOTAL	**$3,168,000**	**$2,188,000**	**$(980,000)**
YEAR 9			

Staffing	$2,943,000*	$1,800,000*	$(1,143,000)
Equipment Maintenance	$225,000*	$400,000	$175,000
TOTAL	**$3,168,000**	**$2,200,000**	**$(968,000)**
YEAR 10			
Staffing	$2,943,000*	$1,800,000*	$(1,143,000)
Equipment Maintenance	$225,000*	$413,000	$188,000
TOTAL	**$3,168,000**	**$2,213,000**	**$(955,000)**
TOTAL 10 YRS	**$31,680,000**	**$24,907,000**	**$(6,773,000)**

** Assumes No Increase*

The proposed solution results in an estimated total cost savings of $6,773,000, over a ten year period.

Therefore, based on a combination of factors that includes equipment and comparable installations, past performance on previous public sector contracts and cost savings (especially when compared to the current system), the City Manager recommends that the Mayor and City Commission authorize the Administration to finalize negotiations on final contract terms with Skidata, Inc.

The City Manager further recommends that in the event that the City is unable to finalize successful negotiations with Skidata, Inc., to finalize negotiations on final contract terms with Amano McGann, Inc.

As a side note, the City Manager notes that during phase 1 evaluation of proposals, Skidata was recommended as the first-ranked Proposer by every Evaluation Committee member. Amano McGann followed Skidata with one second-place rank, one third-place rank and one fourth-place rank as scored by the Evaluation Committee.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, accept the recommendation of the City Manager, pursuant to Invitation To Negotiate (ITN) 2014-170-SW for a gated revenue control system for the City's parking garages; approving the material terms of an agreement between the City and Skidata, Inc., as set forth in the term sheet attached as Exhibit "A" hereto; authorizing the City Manager and the City Attorney's Office to finalize the Agreement based upon the material terms approved herein; provided that they may make any non-substantive and non-material revisions and/or additions to the Agreement, as they deem necessary; authorizing the Mayor and City Clerk to execute the final Agreement; and, in the event that the City is unable to finalize successful negotiations with Skidata, Inc., authorizing the City Manager and the City Attorney's Office to negotiate an Agreement with Amano McGann, Inc. based upon the material terms approved in Exhibit "A" herein (provided that they may make any non-substantive and non-material revisions and/or additions to the Agreement).

JLM/KGB/MT/SF/AD

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TERM SHEET (EXHIBIT A)

BRIEF SCOPE OF WORK	AMANO	SKIDATA	WPS
	Removal/buy back of existing equipment, new equipment at all garages, installation, hardware/software, 10 years maintenance/support.		
PROPOSED EQUIPMENT	**AMANO**	**SKIDATA**	**WPS**
	Submitted Electronically	Submitted Electronically	Submitted Electronically
NEW EQUIPMENT COST - INSTALLED	**AMANO**	**SKIDATA**	**WPS**
Equipment	2,885,500.00	2,830,004.00	2,332,315.00
Installation	-	143,750.00	76,630.00
Software Installation	227,975.00	331,579.00	29,800.00
Other	305,475.00	362,079.00	330,460.00
TOTAL	**$3,418,950.00**	**$3,667,412.00**	**$2,769,205.00**

Skidata is $248,462 (7%) higher than Amano and $898,207 (32%) higher than WPS.

REBATE/BUYBACK OF EXISTING EQUIPMENT

EXISTING EQUIPMENT	AMANO	SKIDATA	WPS
Rebate/Buy back for existing equipment	(288,100.00)	(50,000.00)	-
Cost to remove existing equipment	15,000.00	17,500.00	11,470.00
TOTAL	**$(273,100.00)**	**$(32,500.00)**	**$11,470.00**

MAINTENANCE/SUPPORT TEN (10) YEARS

10 YEAR MAINTENANCE	AMANO	SKIDATA	WPS
Maintenance - Year 1	206,462.00	122,192.10	138,420.00
Maintenance - Year 2	299,881.00	163,241.70	205,900.00
Maintenance - Year 3	325,159.75	320,446.30	218,254.00
Maintenance - Year 4	350,527.25	330,844.20	229,985.00
Maintenance - Year 5	375,986.61	341,553.70	248,384.00
Maintenance - Year 6	401,543.04	352,583.40	270,698.00
Maintenance - Year 7	427,142.87	363,944.50	276,107.00
Maintenance - Year 8	452,948.55	375,646.40	284,391.00
Maintenance - Year 9	478,808.63	387,699.70	295,767.00
Maintenance - Year 10	504,777.81	400,114.60	310,555.00
TOTAL	**$3,823,237.52**	**$3,158,266.60**	**$2,478,461.00**

Skidata is $664,970.92 (17%) lower than Amano and $679,805.60 (27%) higher than WPS.

SUMMARY/GRANDTOTAL OF ALL COSTS – TEN (10) YEARS:

	AMANO	SKIDATA	WPS
Equipment Cost	2,885,500.00	2,830,004.00	2,332,315.00
Additional Installation Cost	-	143,750.00	76,630.00
Software Cost	227,975.00	331,579.00	29,800.00
Existing Equipment	(273,100.00)	(32,500.00)	11,470.00
Maintenance Cost - 10 YEARS	3,823,237.52	3,158,266.60	2,478,461.00
Other	305,475.00	362,079.00	330,460.00
TOTAL	**$6,969,087.52**	**$6,793,178.60**	**$5,259,136.00**

Over a ten (10) year period, including all maintenance and support, the grand total cost of Skidata is $175,908.92 (3%) lower than Amano and $1,534,042.60 (29%) higher than WPS.

GATED REVENUE CONTROL SYSTEMS v. METERED OPERATIONS ALTERNATIVE OPTION ANALYSIS (EXHIBIT B)

Recently, the concept of operating municipal garages as metered operations in lieu of gated revenue control systems was suggested. The Parking Department evaluated these two alternative methods of operating the City's parking garages and the following are the results.

Metered (pay station) parking is the standard in the industry for operating on-street parking and surface parking lots. This is predominantly due to parking spaces being dispersed over large geographic areas in these settings. Based on the concept presented, staff evaluated the potential impacts of converting garage operations in the City to metered operations. The following are high level impacts of operating garages with meters:

- Parking gated revenue control systems garners 100% of parking revenues as users must pay for their parking session prior to exit. Metered operations are based on enforcement levels and would require more intensive staffing levels.
  - The City's metered system has a compliance ratio of 85%, meaning 8.5 of 10 users pay for their parking. Therefore, 15% ($2.4M of $16M) in garage revenues would stand to be lost, if operated with meters.
  - In order to achieve the 85% compliance level 24/7 for all 10 garages, an estimated 50 additional enforcement officers would be needed, at an estimated cost of $2,818,400, including salaries, health and pension benefits.
  - For the remaining 15% who do not pay, the City's citation capture rate is 10%, which could generate approximately $972,000 in citation revenue (assuming a 90% collection rate), but the County retains $611,820 of this, which represents the County's portion of 1/3 of citation revenue, as well as contributions to school crossing guards and technology (Autocite) fund.

- Citations and related fines derived from parking enforcement often have negative implications with the public. The City's portion of revenue generated from an $18 overtime parking citation equates to $6.67 per citation, after the County's fees are assessed.

- Diminished revenues related to potential disabled placard abuse. Identity of placard owner is not verified in metered facilities but is verified in staffed/gated garages.

In closing, the current cost of operating the gated revenue control systems in the City's 10 garages is $2,985,500. With technology enhancements and remote monitoring, labor hours/costs are estimated to decrease by 40% to $1,800,000. Even taking the capital costs of new equipment for all garages into account, the gated revenue control system would appear more cost/revenue effective.

Additional detail is provided in the analysis below, including increased capital expenses and other recurring operational expenses incurred with metered operations as compared to gated revenue control systems.

GATED REVENUE CONTROL SYSTEMS - METER COMPARISON

[illegible]	[illegible]	YEAR 2	[illegible]	[illegible]
Equipment	$3,635,000	$ 0	$ 0	$3,635,000
Staffing	$1,800,000	$1,800,000	$1,800,000	$5,400,000
Maintenance	$123,000	$164,000	$321,000	$608,000
TOTAL:	$5,558,000	$1,964,000	$2,121,000	$9,643,000

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
137 METERS	$1,027,500	$ 0	$ 0	$1,027,500
Staffing	$2,818,400	$2,874,768	$2,932,263	$8,625,431
License Plate Recognition Vehicles	$767,350	$0	$0	$767,350
Maintenance	$43,200	$43,200	$43,200	$129,600
Meter Collections	$220,000	$220,000	$220,000	$660,000
TOTAL:	$4,876,450	$3,137,968	$3,195,463	$11,209,881

CONCLUSION:

Even taking the capital costs of new equipment for all garages into account, the gated revenue control system would appear more cost/revenue effective. Technology enhancements and remote monitoring available with the new gated revenue control system result in a reduction of labor hours/costs of approximately 40% to $1,800,000 (currently at $2,985,500). Furthermore, the cost of contracted labor at living wage rates is significantly lower than City employee labor expense (salary/benefit/pension).

EXHIBIT C
SUMMARY OF COST NEGOTIATIONS

Below please find original cost proposal submittal from each proposer due by February 6, 2015. The chart below provides a chronology of negotiations and their respective results. Please note the FINAL offer for each firm was confirmed as follows: Amano: April 23, 2015; Skidata: May 19, 2015; and WPS: March 19, 2015.

Original Cost Proposal After Site Visits – Received February 6, 2015	**AMANO**	**SKIDATA**	**WPS**
Equipment Cost	$2,883,500.00	$2,906,329.00	$2,370,745.00
Additional Installation Cost	$0.00	$143,750.00	$76,630.00
Software Cost	$227,975.00	$331,579.00	$29,800.00
Equipment Removal and Rebate	-$213,100.00	$17,500.00	$11,470.00
Maintenance Cost	$3,252,260.00	$3,518,161.00	$2,390,041.00
Other	$655,500.00	$257,102.00	$476,704.00
PRELIMINARY TOTAL	**$6,806,135.00***	**$7,174,421.00***	**$5,355,390.00***

* After negotiation discussions with each Proposer to understand the cost proposals, staff requested revised Cost Proposals which were received on March 12, 2015.

Revised Cost Proposal – Received March 12, 2015	**AMANO**	**SKIDATA**	**WPS**
Equipment Cost	$2,883,500.00	$2,906,329.00	$2,332,315.00
Additional Installation Cost	$0.00	$143,750.00	$76,630.00
Software Cost	$227,975.00	$331,579.00	$29,800.00
Equipment Removal and Rebate	-$273,100.00	-$32,500.00	$11,470.00
Maintenance Cost	$3,002,040.00	$3,280,512.00	$2,478,461.00
Other	$699,900.00	$217,102.00	$444,070.00
TOTAL	**$6,540,315.00**	**$6,846,772.00**	**$5,372,746.00**

* Staff determined that the revised cost proposals contained errors and omissions or additional equipment not requested by the City as follows.

Errors and Omissions	**AMANO**	**SKIDATA**	**WPS**
Corrections for Mathematical Errors on Cost Proposal	-$346,975.00		
Reduction for Supplemental Items (Table 1)	-$45,450.00		
Add Cost of Dedicated Employee Omitted from Amano's Cost Proposal	$821,197.52		
Corrections for Mathematical Errors on Cost Proposal		$72,743.56	
Reduction for Supplemental Items (Table 1)		-$126,337.00	
Corrections for Mathematical Errors on Cost Proposal			$28,200.00
Reduction for Supplemental Items (Table 1)			-$141,810.00
TOTAL	**$428,772.52**	**-$53,590.44**	**-$113,610.00**

Final Adjustments Confirmed by Proposers	**AMANO**	**SKIDATA**	**WPS**
Date Confirmed by Proposer	4/23/2015	5/19/2015	3/19/2015
Equipment Cost	$2,885,500.00	$2,830,004.00	$2,332,315.00
Additional Installation Cost	$0.00	$143,750.00	$76,630.00
Software Cost	$227,975.00	$331,579.00	$29,800.00
Equipment Removal and Rebate	-$273,100.00	-$32,500.00	$11,470.00
Maintenance Cost	$3,823,237.52	$3,158,266.60	$2,478,461.00
*Other	$305,475.00	$362,079.00	$330,460.00
FINAL TOTAL	**$6,969,087.52**	**$6,793,178.60**	**$5,259,136.00**

TABLE 1: SUPPLEMENTAL ITEMS
Items not necessary for implementation/operation of system but available to the City in the future on an as needed basis.

AMANO	
G7 Bollards ($150 x 8 = $1,200)	$1,200.00
G8 Bollards ($150 x 1 - $150)	$150.00
G10 Bollards ($150 x 2 = $300)	$300.00
Booth Removal (per booth)	$2,000.00
Online Validation Software (eParcVal)	$4,000.00
Daily pass online software (eFlexPass)	$10,000.00
Bulk Validation Software (eFlexPrint)	$6,000.00
Pedestrian Warning System (per system)($500 x 10 garages)	$5,000.00
Basic signage package (per lane)($400 x 42 lanes)	$16,800.00
TOTAL	**$45,450.00**

SKIDATA	
WEBKey Managed System (annual fee year 1)	$9,500.00
WEBKey Managed System (annual fee maintenance years 2-10)	$98,617.00
Pedestrian Alert signage (Per Garage)($1,349 x 10 garages)	$13,490.00
Lot Full Signage ($473ea x 10 garages)	$4,730.00
TOTAL	**$126,337.00**

WPS	
Pedestrian warning light & buzzer at each exit	$8,160.00
Printed graphic static signage: Budget	$20,000.00
Additional protective bollard if required: (Each)	$450.00
Electronic locks for accessing equipment housings (Lump sum)	$85,000.00
Booth Removal: Not to exceed $3,000.00 per booth Budget	$3,000.00
Level Counting, Exterior Monument Sign: (Budget Each)	$9,500.00
Floor Space Available Sign: (Budget Each)	$2,800.00
Ramp counter for level counting using camera detection: (Each)	$4,500.00
LPR Cameras, housing, and installation: (Each)	$3,400.00
LPR site infrastructure where possible per lane: (Budget Each)	$5,000.00
TOTAL	**$141,810.00**

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO INVITATION TO NEGOTIATE (ITN) 2014-170-SW FOR A GATED REVENUE CONTROL SYSTEM FOR THE CITY'S PARKING GARAGES; APPROVING THE MATERIAL TERMS OF AN AGREEMENT BETWEEN THE CITY AND SKIDATA, INC., AS SET FORTH IN THE TERM SHEET ATTACHED AS EXHIBIT "A" HERETO; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY'S OFFICE TO FINALIZE THE AGREEMENT BASED UPON THE MATERIAL TERMS APPROVED HEREIN; PROVIDED THAT THEY MAY MAKE ANY NON-SUBSTANTIVE AND NON-MATERIAL REVISIONS AND/OR ADDITIONS TO THE AGREEMENT, AS THEY DEEM NECESSARY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL AGREEMENT; AND, IN THE EVENT THAT THE CITY IS UNABLE TO FINALIZE SUCCESSFUL NEGOTIATIONS WITH SKIDATA, INC., AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY'S OFFICE TO NEGOTIATE AN AGREEMENT WITH AMANO MCGANN, INC. BASED UPON THE MATERIAL TERMS APPROVED IN EXHIBIT "A" HEREIN (PROVIDED THAT THEY MAY MAKE ANY NON-SUBSTANTIVE AND NON-MATERIAL REVISIONS AND/OR ADDITIONS TO THE AGREEMENT).

WHEREAS, on May 21, 2014, the Mayor and City Commission authorized the issuance of Invitation to Negotiate (ITN) 2014-170-SW for a Gated Revenue Control System for the City's parking garages, including centralized processing of data for all of the City's parking garages; a central monitoring station for intercoms and CCTV at all entrance and exit lanes; and centralized access control for all garage equipment; and

WHEREAS, on May 22, 2014, ITN 2014-170-SW was issued with an opening date of July 10, 2014; and

WHEREAS, on September 10, 2014, the Mayor and City Commission approved Resolution 2014-28720, accepting the recommendation of the City Manager and authorizing the Administration to enter into negotiations with all the proposers; to wit: Skidata Inc.; Amano McGann, Inc.; LCN, Inc. d/b/a Consolidated Parking Equipment; WPS USA Corp.; and Scheidt & Bachmann USA, Inc.; and

WHEREAS, on December 17, 2014, the City was notified by Consolidated Parking Equipment that it had withdrawn its proposal pursuant to the ITN; and

WHEREAS, on February 6, 2015, Scheidt & Bachmann USA, Inc. notified the City that it had withdrawn its proposal pursuant to the ITN; and

WHEREAS, staff held several negotiation sessions with all three (3) proposers, as well as a request for best and final cost proposals offers; and the Administration received final replies to the referenced negotiations on May 19, 2015.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, accept the recommendation of the City Manager, pursuant to Invitation To Negotiate (ITN) 2014-170-SW for a gated revenue control system for the City's parking garages; approving the material terms of an agreement between the City and Skidata, Inc., as set forth in the term sheet attached as Exhibit "A" hereto; authorizing the City Manager and the City Attorney's Office to finalize the Agreement based upon the material terms approved herein; provided that they may make any non-substantive and non-material revisions and/or additions to the Agreement, as they deem necessary; authorizing the Mayor and City Clerk to execute the final Agreement; and, in the event that the City is unable to finalize successful negotiations with Skidata, Inc., authorizing the City Manager and the City Attorney's Office to negotiate an Agreement with Amano McGann, Inc. based upon the material terms approved in Exhibit "A" herein (provided that they may make any non-substantive and non-material revisions and/or additions to the Agreement).

PASSED AND ADOPTED this _____ day of _____2015.

ATTEST:

_____ _____

Rafael E. Granado, City Clerk Philip Levine, Mayor

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/4/15 Date

TERM SHEET (EXHIBIT A)

BRIEF SCOPE OF WORK	AMANO	SKIDATA	WPS
	Removal/buy back of existing equipment, new equipment at all garages, installation, hardware/software, 10 years maintenance/support.		
PROPOSED EQUIPMENT	**AMANO**	**SKIDATA**	**WPS**
	Submitted Electronically	Submitted Electronically	Submitted Electronically
NEW EQUIPMENT COST - INSTALLED	**AMANO**	**SKIDATA**	**WPS**
Equipment	2,885,500.00	2,830,004.00	2,332,315.00
Installation	-	143,750.00	76,630.00
Software Installation	227,975.00	331,579.00	29,800.00
Other	305,475.00	362,079.00	330,460.00
TOTAL	**$3,418,950.00**	**$3,667,412.00**	**$2,769,205.00**

Skidata is $248,462 (7%) higher than Amano and $898,207 (32%) higher than WPS.

REBATE/BUYBACK OF EXISTING EQUIPMENT

EXISTING EQUIPMENT	AMANO	SKIDATA	WPS
Rebate/Buy back for existing equipment	(288,100.00)	(50,000.00)	-
Cost to remove existing equipment	15,000.00	17,500.00	11,470.00
TOTAL	**$(273,100.00)**	**$(32,500.00)**	**$11,470.00**

MAINTENANCE/SUPPORT TEN (10) YEARS

10 YEAR MAINTENANCE	AMANO	SKIDATA	WPS
Maintenance - Year 1	206,462.00	122,192.10	138,420.00
Maintenance - Year 2	299,881.00	163,241.70	205,900.00
Maintenance - Year 3	325,159.75	320,446.30	218,254.00
Maintenance - Year 4	350,527.25	330,844.20	229,985.00
Maintenance - Year 5	375,986.61	341,553.70	248,384.00
Maintenance - Year 6	401,543.04	352,583.40	270,698.00
Maintenance - Year 7	427,142.87	363,944.50	276,107.00
Maintenance - Year 8	452,948.55	375,646.40	284,391.00
Maintenance - Year 9	478,808.63	387,699.70	295,767.00
Maintenance - Year 10	504,777.81	400,114.60	310,555.00
TOTAL	**$3,823,237.52**	**$3,158,266.60**	**$2,478,461.00**

Skidata is $664,970.92 (17%) lower than Amano and $679,805.60 (27%) higher than WPS.

SUMMARY/GRANDTOTAL OF ALL COSTS – TEN (10) YEARS:

	AMANO	SKIDATA	WPS
Equipment Cost	2,885,500.00	2,830,004.00	2,332,315.00
Additional Installation Cost	-	143,750.00	76,630.00
Software Cost	227,975.00	331,579.00	29,800.00
Existing Equipment	(273,100.00)	(32,500.00)	11,470.00
Maintenance Cost - 10 YEARS	3,823,237.52	3,158,266.60	2,478,461.00
Other	305,475.00	362,079.00	330,460.00
TOTAL	**$6,969,087.52**	**$6,793,178.60**	**$5,259,136.00**

Over a ten (10) year period, including all maintenance and support, the grand total cost of Skidata is $175,908.92 (3%) lower than Amano and $1,534,042.60 (29%) higher than WPS.

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Condensed Title:

A Resolution In Support Of The Undergrounding, And Urging FPL To Undertake The Undergrounding Of FPL Lines On The Venetian Islands.

Key Intended Outcome Supported:

Item Summary/Recommendation:

Three of the Venetian Islands are currently undergoing neighborhood improvements. Residents are requesting that undergrounding be added as part of the project on Di Lido and San Marino Islands (mimicking the work performed on Rivo Alto a couple of years ago). What appears to be stopping this effort is the proposed location of the transformers: the above ground facilities that would need to be installed in the public right of way (ROW). These locations are not the preferred approach by FPL, however, it has been noted that these islands are very similar in layout to Rivo Alto, where the facilities were located in ROW. The City has no objection in locating the transformers in the ROW by permit.

At its June 10, 2015 meeting, the City Commission placed a referral to the Neighborhood and Community Affairs Committee (NCAC) for direction and further discussion. On June 26, 2015, the NCAC was made aware of a meeting with FPL scheduled for June 30, 2015, where the public was welcome to attend. The NCAC referred the item to the full Commission in favor of placing the transformers in the ROW and that further action will depend upon the outcome of the June 30th meeting.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC EC	MT	JLM

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION IN SUPPORT OF THE UNDERGROUNDING, AND URGING FPL TO UNDERTAKE THE UNDERGROUNDING OF FPL LINES ON THE VENETIAN ISLANDS.**

BACKGROUND

Three of the Venetian Islands are currently undergoing neighborhood improvements. Residents are requesting that undergrounding be added as part of the project on Di Lido and San Marino Islands (mimicking the work performed on Rivo Alto a couple of years ago). What appears to be stopping this effort is the proposed location of the transformers: the above ground facilities that would need to be installed in the public right of way (ROW). These locations are not the preferred approach by FPL, however, it has been noted that these islands are very similar in layout to Rivo Alto, where the facilities were located in ROW. The City has no objection in locating the transformers in the ROW by permit.

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CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

JM/MT/ETC/JJF/BAM

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RESOLUTION TO BE SUBMITTED

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Recommendation Of The June 3, 2015 Finance And Citywide Projects Committee To Move Forward With AECOM Reviewing And Suggesting Modifications To The Storm Water Utilities Methodology With Regards To The Equivalent Residential Unit (ERU); And Following The Project, Develop Impact Fees With A Completion Date Not To Exceed December 2015.

Key Intended Outcome Supported:

Item Summary/Recommendation:

The City's utility rates are structured to collect the necessary revenues to meet operating and maintenance costs of the infrastructure, to cover debt service for bonds, and to maintain adequate operating fund reserves. At its September 10, 2014 meeting, a First Reading, amending Chapter 110- Utilities of the Miami Beach City Code, was read for the record adjusting the storm water utility rates to allow for the first $100M bond issuance.

Following the First Reading of the Ordinance, the Commission discussed having received e-mails from several residents questioning the veracity of the storm water rate methodology, while others wondered whether the rates proposed were fairly apportioned (some thought that homeowners should pay more, while others thought condominiums should pay less or that those living in mostly flooded areas should pay more). The City Attorney stated that the rate calculation was based upon the 1996 Ordinance initially adopted, and that the record in support of that Ordinance included a report commissioned by CH2M Hill.

The City Attorney suggested further discussions with regards to the methodology for future policy implementation. At its September 30, 2014 meeting, the City Commission approved on Second Reading Public Hearing, Ordinance No. 2014-3898, amending storm water utility rates for fiscal year 2014/15. As a result of these discussions, the City has enlisted the assistance of AECOM, our flooding and sea level rise consultant, to review the current storm water rate methodology. The attached presentation is intended to begin the dialog and to provide some direction for their review.

At its June 3, 2015 meeting, the Finance and Citywide Projects Committee (FCWPC) made a motion to move forward with AECOM to work on the ERU's for the City of Miami Beach. After finishing that project, they are to work on the impact fees with a completion date that would be no later than November or December 2015. The Committee also requested that a budget be provided on what these services will cost when brought before the Commission.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC	MT	JLM

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MIAMIBEACH

AGENDA ITEM R7P
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE JUNE 3, 2015 FINANCE AND CITYWIDE PROJECTS COMMITTEE TO MOVE FORWARD WITH AECOM REVIEWING AND SUGGESTING MODIFICATIONS TO THE STORM WATER UTILITIES METHODOLOGY WITH REGARDS TO THE EQUIVALENT RESIDENTIAL UNIT (ERU); AND FOLLOWING THE PROJECT, DEVELOP IMPACT FEES WITH A COMPLETION DATE NOT TO EXCEED DECEMBER 2015.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution.

BACKGROUND

The City's utility rates are structured to collect the necessary revenues to meet operating and maintenance costs of the infrastructure, to cover debt service for bonds, and to maintain adequate operating fund reserves. At its September 10, 2014 meeting, a First Reading, amending Chapter 110- Utilities of the Miami Beach City Code, was read for the record adjusting the storm water utility rates to allow for the first $100M bond issuance.

Following the First Reading of the Ordinance, the Commission discussed having received e-mails from several residents questioning the veracity of the storm water rate methodology, while others wondered whether the rates proposed were fairly apportioned (some thought that homeowners should pay more, while others thought condominiums should pay less or that those living in mostly flooded areas should pay more). The City Attorney stated that the rate calculation was based upon the 1996 Ordinance initially adopted, and that the record in support of that Ordinance included a report commissioned by CH2M Hill.

The City Attorney suggested further discussions with regards to the methodology for future policy implementation. At its September 30, 2014 meeting, the City Commission approved on Second Reading Public Hearing, Ordinance No. 2014-3898, amending storm water utility rates for fiscal year 2014/15. As a result of these discussions, the City has enlisted the assistance of AECOM, our flooding and sea level rise consultant, to review the current storm water rate methodology. The attached presentation is intended to begin the dialog and to provide some direction for their review.

At its June 3, 2015 meeting, the Finance and Citywide Projects Committee (FCWPC) made a motion to move forward with AECOM to work on the ERU's for the City of Miami Beach. After finishing that project, they are to work on the impact fees with a completion date that would be no later than November or December 2015. The Committee also requested that a budget be provided on what these services will cost when brought before the Commission. The proposed scope of services and cost is attached.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

Attachments:

AECOM TASK ORDER 3, Scope of Services, Flood Mitigation Consulting Services, dated June 24, 2015

JM/MT/~~ETC~~/JJF/BAM/FRS

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City of Miami Beach

TASK ORDER 3

Scope of Services

Flood Mitigation Consulting Services

June 24, 2015

Public Works Department

Prepared By:

AECOM

800 Douglas Entrance
North Tower, 2nd Floor
Coral Gables, Florida 33134
Phone: (305) 592-4800
www.aecom.com

TABLE OF CONTENTS

1 INTRODUCTION 1

2 DETAILED SCOPE OF SERVICES 2

3 DELIVERABLE(S): 4

4 CLARIFICATIONS 5

5 COMPENSATION 5

6 SCHEDULE 6

APPENDICES

Appendix A: AECOM's Fee Schedule

List of Acronyms

AECOM	AECOM Technical Services, Inc.
CIP	Capital Improvement Plan
CMB	City of Miami Beach
DPW	Department of Public Works
ERU	Equivalent Residential Unit
ESU	Equivalent Stormwater Unit
GSG	Government Services Group, Inc.
O&M	Operation and Maintenance
PSA	Professional Service Agreement
QA/QC	Quality Assurance/Quality Control

City of Miami Beach
Public Works Department

TASK ORDER 3

Scope of Services
Flood Mitigation Consulting Services

1 INTRODUCTION

The City's utility rates are structured to collect the necessary revenues to meet operating and maintenance costs of the infrastructure, to cover debt service for bonds, and to maintain adequate operating fund reserves. At its September 10, 2014 meeting, a First Reading, amending Chapter 110- Utilities of the Miami Beach City Code, was read for the record adjusting the storm water utility rates.

Following the First Reading of the Ordinance, the Commission discussed having received e-mails from several residents questioning the veracity of the storm water rate methodology, while others wondered whether the rates proposed were fairly apportioned (some thought that homeowners should pay more, while others thought condominiums should pay less or that those living in mostly flooded areas should pay more). The City Attorney stated that the rate calculation was based upon the 1996 Ordinance initially adopted, and that the record in support of that Ordinance included a report commissioned by CH2M Hill.

The City Attorney suggested further discussions with regards to the methodology for future policy implementation. At its September 30, 2014 meeting, the City Commission approved on Second Reading Public Hearing, Ordinance No. 2014-3898, amending storm water utility rates for fiscal year 2014/15. As a result of these discussions, the City has enlisted AECOM, its flooding and sea level rise consultant, to review the current storm water rate methodology.

This Task Order 3 includes two main tasks, a Stormwater Utility Fee Update and a Stormwater Impact Fee Analysis, which are further detailed below in Section 2.

For Task Order 3, AECOM will use that degree of care and skill ordinarily exercised by members of the same profession performing the same or similar services under similar conditions in similar localities. No other warranties, express or implied, are made or intended. It is understood that additional task order amendments may be developed should the required scope of work change.

2 DETAILED SCOPE OF SERVICES

Under Task Order 3, AECOM will assist the CMB's Project Manager, Mr. Bruce Mowry, PE, PhD, with a Stormwater Utility Fee Update and a Stormwater Impact Fee Analysis

AECOM, and its sub-consultant, Government Services Group, will provide the following support services summarized below:

1. **Stormwater Utility Fee Update:**

   a. **Project Initiation:** Evaluation of the existing stormwater budget, engineering information, public works data, reports and all other data relating to the provision and proposed provision of stormwater services and facilities in the City.

   b. **Generate Preliminary Database:** Develop a preliminary database from the Miami-Dade County Property Appraiser's records, the City's stormwater utility billing system and other data that the City may provide and that is available in a timely manner, in electronic form. This task provides for the performance of data collection tasks to be conducted by City staff or the City engineer, including, but not limited to field measurement, field research, and verification of parcel data needed for database population. The magnitude of this data collection effort will be dependent on the quality of data available in the Miami-Dade County tax roll database.

   c. **ERU Value Using the Preliminary Database:** Develop a preliminary field work database that will be used to validate and/or update the City's existing ERU value. This involves drawing samples of residential parcels and validating and/or field measuring the impervious area associated with the sample. Review and revise the sampling as required.

   d. **Residential Tiers Using the Preliminary Database:** Draw samples of all of the residential parcels by size ranges. This involves drawing samples of all residential parcels and validating and/or field measuring the impervious area associated with the sample. Based on the sample and using statistical analysis, examine the impervious area slope chart and the distribution curve to determine appropriate tier break points. Review and revise the sampling as required. Based on the analysis, make recommendations regarding the residential square foot tier structure for the City.

   e. **Assign Base Billing Units Using the Preliminary Billing Database:** Assign the billing units for each parcel based on the stormwater utility fee methodology and identify the number of such units in the City.

   f. **Identify Cost Components of the Stormwater Program:** Evaluate the full cost of the proposed stormwater services using the City's most current budget and financial information. This full cost analysis will include the identification of (i) the costs of maintaining and operating the City's stormwater system based on the identified service requirements; (ii) capital project costs; and (iii) administrative costs.

g. **Develop Pro Forma Stormwater Utility Fee Rates:** Calculate pro forma stormwater utility fee rates and pro forma revenue generation for the components of the proposed rates (i.e., administrative, O&M, capital costs).

h. **Generate Preliminary Stormwater Utility Fee Roll Using the Pro Forma Stormwater Utility Fee Rates:** Develop a billing database based on the Miami-Dade County Property Appraiser's records to be used as a preliminary stormwater utility fee roll.

i. **Prepare and Present Stormwater Utility Fee Report:** Prepare and present a Stormwater Utility Fee Report that documents the work effort and includes (a) the description of the apportionment methodology and (b) the stormwater utility fee cost calculations.

2. **Stormwater Impact Fee Update:**

a. **Assemble and Review Data from City,** City staff will provide copies of any existing impact fee studies (for other capital programs), the capital improvements element of the comprehensive plan, impact fee ordinances, the City's budget, master plans, inventories of stormwater system, current levels of service and other information about existing and future infrastructure and development in the City.

Review the studies and data to determine their suitability for impact fees, and to identify follow-up questions that will clarify the source, meaning and/or accuracy of the data.

Determine the facilities' capacity, condition, location, and other variables that affect the ability to meet the needs of current and future development in the City.

b. **Evaluate the Suitability of Stormwater Impact Fees:** Evaluate the supporting data available to determine the best approach for stormwater impact fees in the City.

Assess the need for facilities, the availability of financing, and the availability of objective data to support a defensible impact fee. In particular, consider the existence of, or the City's ability to, develop the following:

- Inventory of existing public facilities
- Current approach to planning and financing capital improvements
- Master plans, CIP, and/or other existing plans for future capital improvements
- Formal or informal standards, benchmarks or other approaches to levels of service
- Forecasts of revenue that are available to pay for public facilities
- Data that quantifies the impact of different types of development on the stormwater system

The evaluation will take into account the presence or absence of each of the items listed above, and for items that are available. Consider the timeliness, objectivity and accuracy of the information. For any item that is not available, or is significantly limited as a resource for impact fees, determine the ability of the City and/or the AECOM team to develop such information.

c. **Analyze Data, Calculate Rates, and Prepare Rate Study:** Prepare a database of appropriate capital improvement projects, including a description, total cost, committed funding amounts and sources, and time frame for construction.

Conduct an analysis of each project to determine the proportion of project costs that will be eligible for impact fee funding. The gross cost of eligible (i.e. "capacity") projects will be allocated between deficiencies and growth. Determine revenues that are committed to eligible projects and will allocate those revenues between deficiencies and growth. The revenues allocated to growth will be subtracted from the costs attributable to growth in order to calculate the impact fee-eligible cost. The eligible cost portion of each improvement project will be included in the project database and will serve as the cost basis for the impact fee.

Then compute adjustments to impact fee rates to account for other revenues paid by the proposed development (to the extent that such revenues are earmarked or prorated to the same capital improvements to be funded by the impact fee).

Finally, develop the formulas and algorithms for calculating the stormwater system impact fee including the following: (1) describe the stormwater impact fee formula, and document the data and/or assumptions used for each variable; (2) prepare spreadsheets to calculate the impact fee rate for each category of land use; and (3) enter in the spreadsheet the data from our research and analysis, and the spreadsheet will calculate the impact fee rates.

d. **Prepare and Present Stormwater Impact Fee Report:** Prepare a rate study to describe all the equations, data, assumptions, and resulting impact fee rates.

3 **DELIVERABLE(S):** STORMWATER UTILITY FEE REPORT AND STORMWATER IMPACT FEE REPORT

4 CLARIFICATIONS

In order to better define AECOM's Scope of Service and client expectations, the following clarifications are provided.

1. Changes to the clarifications herein will result in an impact on scope, budget, and schedule
2. Fee and schedule presented is based on AECOM's current understanding of the items relevant to the Scope of Work of Task Order 3.
3. CMB acknowledges that AECOM will rely on the accuracy of the data provided by CMB and AECOM will only provide minimal verification.
4. Attendance at public meetings or hearings associated with public involvement is included to the extent identified in the scope.
5. AECOM shall request and CMB shall provide to AECOM no later than two weeks after issuance of the NTP, all requested and available record data and information (in the required format) related to the project as necessary for the performance of the services specified herein.
6. All deliverables shall be submitted to the CMB in draft form for review and comment by CMB. Upon written acceptance by the City that comments have been addressed satisfactorily, drafts will be finalized and submitted. The comment review period is assumed to include one round of review and written comments by CMB.

5 COMPENSATION

All Tasks will be paid on a Time and Material Basis (T&M). The proposed fee is based on approved contract rates as indicated in Appendix A.

The upper limit of this time and materials assignment is $175,930. Once this upper limit is reached, no further services shall be provided by AECOM without additional authorization.

6 SCHEDULE

Estimated Flood Mitigation Consulting Services schedule for Task Order 3 is provided below. Note, for the purposes of Task Order 3, the scheduled duration commences the week of July 20, 2015, and anticipates a target end date of December 31, 2015.

Proposed Project Schedule	Duration	Unit
Stormwater Utility Fee Update		
Notice to Proceed – July 2015		
Data Collection	4	weeks
Develop ERU Value and Tiers	8	weeks *
Develop SWU Fee Database	8	weeks *
Determine Cost Components	4	weeks
SWU Fee Rates and Report	4	
Stormwater Impact Fee		
Notice to Proceed – December 2015	4	weeks
Data Collection	8	weeks
Develop Methodology and Rates	8	weeks
Stormwater Impact Fee Report	8	weeks
Total	48	weeks

*concurrent

Appendix A

TASK ORDER 3

Proposal Fee Schedule

FLOOD MITIGATION CONSULTING SERVICES

TASK	WORK ACTIVITY	Flood Mitigation Consulting Services (values are in hours)						AECOM & Subs				Total Cost
		Employee Categories						TOTALHOURS	OTHER DIRECT COSTS			
		A	B	C	F	I	E		TOTAL LABOR	Travel, Reproduction, Equipment, Materials, etc.	GSG Travel	
		Principal	Project Manager II	GSG	GSG	Project Engineer I	Permitting/SWU					
		M. Abbott	PM-II	Sr VP	Data Analyst	PE-I	K. Brandon			4.0%		
	Contract Negotiated Hourly Rates	$231.00	$194.00	$175.00	$130.00	$135.00	$194.00					
TASK ORDER 3												
1.0	Stormwater Utility Fee Update											
a	Project Initiation		2.00	16.00			2.00	20.00	$ 3,576	$ 143		$3,719
b	Generate Preliminary Database		8.00	16.00	64.00		20.00	108.00	$ 16,552	$ 662		$17,214
c	ERU Value		8.00	20.00	60.00	40.00	20.00	148.00	$ 22,132	$ 885		$23,017
d	Residential Tiers		8.00	16.00	80.00		24.00	128.00	$ 19,408	$ 776		$20,184
e	Assign Base Billing Units			8.00	24.00			32.00	$ 4,520	$ 181		$4,701
f	Identify Cost Components of the Stormwater Program			40.00				40.00	$ 7,000	$ 280		$7,280
g	Develop Pro Forma Stormwater Utility Fee Rates		8.00	48.00			12.00	68.00	$ 12,280	$ 491		$12,771
h	Generate Preliminary Stormwater Utility Fee Roll			8.00	24.00			32.00	$ 4,520	$ 181		$4,701
i	Prepare and Present Stormwater Utility Fee Report	2.00	16.00	80.00			8.00	106.00	$ 19,118	$ 765	$10,000	$29,883
	Subtotal 1	2	50	252	252	40	86	682	109,106.00	4,364.24	$10,000	$123,470.24
2.0	Stormwater Impact Fee											
a	Assemble and Review Data from City		2.00	16.00				18.00	$ 3,188	$ 128		$3,316
b	Evaluate the Suitability of Stormwater Impact Fees		4.00	40.00			4.00	48.00	$ 8,552	$ 342		$8,894
c	Analyze Data, Calculate Rates, and Prepare Rate Study		8.00	120.00			8.00	136.00	$ 24,104	$ 964		$25,068
d	Prepare and Present Stormwater Impact Fee Report	2.00	8.00	40.00			4.00	54.00	$ 9,790	$ 392	$5,000	$15,182
	Subtotal 2	2	22	216	0	0	16	256	45,634.00	1,825.36	5,000	$2,459.36
	Subtotal Task Order X - Total Hours	4.00	72.00	468.00	252.00	40.00	102.00	938.00				
	Subtotal Task Order X - Total Fee	$ 924.00	$ 13,968.00	$ 80,892.00	$ 32,760.00	$ 5,400.00	$ 19,788.00	938	$ 154,740.00	$ 6,190.00	$15,000	$ [illegible]

806

March 14, 2014

AECOM

RESOLUTION TO BE SUBMITTED

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Condensed Title:

Accepting The Recommendation Of The City Manager Pertaining To Negotiations With David Mancini And Sons, Inc., Pursuant Request For Proposals (Rfp) No. 2014-253-Yg For Design Build Services For 54" Redundant Sewer Force Main, Authorizing The City Mayor And City Clerk To Execute An Agreement With An Amended Project Scope & Methodology To Meet The Available Budget Of $10,500,000.

Key Intended Outcome Supported:

Item Summary/Recommendation:

On February of 2012, Pure Technologies, the City's consultant in this matter, submitted a Condition Assessment Report of the existing 54" Pre-Stressed Concrete Cylinder Pipe (PCCP) force main connecting to the Government Cut force main. It was discovered of the 260 pipes analyzed, 8 pipes (3%) were found with electromagnetic anomalies representing broken steel pre-stressing wire wraps. Although these anomalies do not pose an imminent threat to the performance of the City's sanitary sewer service, a redundant 54" force main would ensure sanitary sewer service in the event of an emergency or during maintenance. The force main is of importance since the existing 54" force main conveys the City's entire sanitary sewer to the water treatment plant on Virginia Key. In addition the intent would be to rehabilitate the existing 54" force main's electromagnetic anomalies after bringing the proposed 54" force main into service.

The City's Public Works Department determined that a design-build methodology would be best suited for this project, As a result, the Department prepared a Design Criteria Package, as required by Florida Statutes, for the Project that served to define the design requirements for development of construction documents by the selected Design Build Firm (DBF), and for submission of their price proposal.

RFP PROCESS – PHASE I RFP 2014-253-YG was issued on November 12, 2014, with an opening date of January 21, 2015. A pre-proposal conference to provide information to the proposers submitting a response was held on November 20, 2014. Under Phase I, the City received proposals in response to the RFP from the following two (2) firms: 1)David Mancini & Sons, Inc.; and 2) Ric-Man Construction, Inc.

RFP PROCESS – PHASE II On March 17, 2015, via Addendum No. 5, the Procurement Department issued Phase II of the RFP process to the short-listed proposers. A pre-proposal conference to provide information to the short-listed proposers was held on March 24, 2015. On May 1, 2015, the City received proposals in response to Phase II of the RFP from the two short-listed proposers: 1)David Mancini & Sons, Inc.; and 2) Ric-Man Construction, Inc.

After reviewing all the submissions and the results of the evaluation process, the City Manager found that both proposals exceed the available budget for this project of $10,000,000, plus a $500,000 contingency. Therefore, the City Manager recommends that the Mayor and City Commission authorize the Administration to enter into negotiations with the top ranked proposer David Mancini & Sons, Inc. In the June 10, 2015 Commission meeting, the direction was given to negotiate to the budget without changing scope. If there is any change in scope, it must return to Commission.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

	Amount	Account	Approved
1	$400,000	303-2737-065357 54 inch Diameter Redundant Sewer Force Main	
	$8,283,000	389-2737-069357 54 inch Diameter Redundant Sewer Force Main	
	$600,000	389-2737-069358 54 inch Diameter Redundant Sewer Force Main	
	$296,609	379-2737-061357 54 inch Diameter Redundant Sewer Force Main	
	$920,391	Proposed Water and Sewer Bonds	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC	MT	JLM

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Agenda Item R7Q
Date 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO NEGOTIATIONS WITH DAVID MANCINI AND SONS, INC., PURSUANT REQUEST FOR PROPOSALS (RFP) NO. 2014-253-YG FOR DESIGN BUILD SERVICES FOR 54" REDUNDANT SEWER FORCE MAIN, AUTHORIZING THE CITY MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH AN AMENDED PROJECT SCOPE & METHODOLOGY TO MEET THE AVAILABLE BUDGET OF $10,500,000.**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED
Build And Maintain Priority Infrastructure With Full Accountability

FUNDING
Funding for this project will be as follows:

Amount	Account Number	Description
$400,000	303-2737-065357	54 inch Diameter Redundant Sewer Force Main
$8,283,000	389-2737-069357	54 inch Diameter Redundant Sewer Force Main
$600,000	389-2737-069358	54 inch Diameter Redundant Sewer Force Main
$296,609	379-2737-061357	54 inch Diameter Redundant Sewer Force Main
$920,391		Proposed Water and Sewer Bonds
$10,500,000	Total	

*This funding is contingent on the adoption of the 5th Capital Budget Amendment.

BACKGROUND
On February of 2012, Pure Technologies, the City's consultant in this matter, submitted a Condition Assessment Report of the existing 54" Pre-Stressed Concrete Cylinder Pipe (PCCP) force main connecting to the Government Cut force main. It was discovered of the 260 pipes analyzed, 8 pipes (3%) were found with electromagnetic anomalies representing broken steel pre-stressing wire wraps. Although these anomalies do not pose an imminent threat to the performance of the City's sanitary sewer service, a redundant 54" force main would ensure sanitary sewer service in the event of an emergency or during maintenance. The force main is

of importance since the existing 54" force main conveys the City's entire sanitary sewer to the water treatment plant on Virginia Key. In addition the intent would be to rehabilitate the existing 54" force main's electromagnetic anomalies after bringing the proposed 54" force main into service.

The City's Public Works Department determined that a design-build methodology would be best suited for this project, As a result, the Department prepared a Design Criteria Package, as required by Florida Statutes, for the Project that served to define the design requirements for development of construction documents by the selected Design Build Firm (DBF), and for submission of their price proposal. The Project consists of micro-tunneling for the installation of the 54" force main, open trench construction at the launch and retrieval shafts, possible replacement, restoration, relocation or abandonment of existing water and/or sewer facilities, maintenance of traffic, landscaping, restoration of disturbed drainage features, roadway reconstruction / pavement markings, repair and/or extension of existing sidewalks to comply with ADA requirements, and the incorporation and the undergrounding of utilities, including Florida Power and Light (FPL), Atlantic Broadband (ABB) and AT&T.

On June 11, 2014, the City Commission approved the issuance of the subject RFP. However, the RFP was not advertised until November 12, 2014 for the reasons communicated to the City Commission via LTC # 372-2014, dated November 5, 2014, which included enhancing the scope of the project in the Design Criteria Package by the City's consultant.

RFP PROCESS – PHASE I

RFP 2014-253-YG was issued on November 12, 2014, with an opening date of January 21, 2015. A pre-proposal conference to provide information to the proposers submitting a response was held on November 20, 2014.

In accordance with Section 287.055 of the Florida Statutes, the RFP provides for a two-step, phased evaluation process. The Phase I selection process, relates to the qualifications, experience and availability of the proposers and key members of the design-build team, including the lead designer and lead constructor. Only those Proposers short-listed during Phase I are authorized to proceed to Phase II of the RFP selection process, in which price and detailed technical proposals based on the approved Design Criteria Package (the "DCP") will be considered.

Under Phase I, the City received proposals in response to the RFP from the following two (2) firms:

- David Mancini & Sons, Inc.
- Ric-Man Construction, Inc.

On February 5, 2015, the City Manager appointed the Evaluation Committee via LTC # 055-2015. The Evaluation Committee (the "Committee") consisted of the following individuals:

- Jay Fink, Assistant Director, Public Works Department
- Thais Viera, Sr. Project Manager, Office of the City Manager
- Mark Tomczyk, Sr. Capital Projects Coordinator, Office of Capital Improvement Projects

The following individuals were appointed as alternates:

- David Martinez, Director, Office of Capital Improvement Projects

- Jose Rivas, Civil Engineer III, Public Works Department

The Committee convened on February 19, 2015 to consider proposals received under Phase I. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided general information on the scope of services, references, and a copy of each proposal. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP. The evaluation process resulted in the ranking of proposers as indicated below.

PHASE I

RFP# 2014-253-YG Design/Build Services for 54" Redundant Sewer Force Main (Phase I)	Thais Viera	Ranking	Mark Tomczyk	Ranking	Jose Rivas	Ranking			LOW AGGREGATE TOTALS	Rank
David Mancini & Sons	97	1	92	2	85	1			4	1
Ric-Man Construction, Inc.	96	2	94	1	82	2			5	2

After reviewing all the qualifications of each firm and having considered the Evaluation Committee's comments and rankings, as well as the fact that only two proposals were received, the City Manager recommended that, for Phase I of the evaluation process, the Mayor and the City Commission shortlist both firms submitting proposals, David Mancini & Sons and Ric-Man Construction, to be further considered in Phase II of the evaluation process. Phase II will consider price and detailed technical proposals for the project. On, March 11, 2015 the Mayor and City Commission passed and adopted Resolution No. 2015-28937, accepting the City Manager's recommendation pertaining to the ranking of proposals with respect to Phase 1 of the RFP selection process.

RFP PROCESS – PHASE II

On March 17, 2015, via Addendum No. 5, the Procurement Department issued Phase II of the RFP process to the short-listed proposers. A pre-proposal conference to provide information to the short-listed proposers was held on March 24, 2015. On May 1, 2015, the City received proposals in response to Phase II of the RFP from the two short-listed proposers:

- David Mancini & Sons, Inc.
- Ric-Man Construction, Inc.

The Evaluation Committee, appointed by the City Manager via LTC # 055-2015, convened on May 19, 2015 to consider the technical proposals received under Phase II. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided general information on the scope of services, a copy of each proposal, and engaged in a question and answer session with each proposer. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP for Phase II. The evaluation process resulted in the ranking of proposers as indicated below.

PHASE II

RFP# 2014-253-YG Design/Build Services for 54" Redundant Sewer Force Main (Phase II)	Thais Viera	Ranking	Mark Tomczyk	Ranking	Jose Rivas	Ranking		LOW AGGREGATE TOTALS	Rank
David Mancini & Sons	91.60	1	94.60	1	95.60	1		3	1
Ric-Man Construction, Inc.	91	2	94	2	94	2		6	2

COST			
Proposer	Guaranteed Maximum Price	Maximum Allowable Points	Total Points Awarded*
David Mancini & Sons	$14,062,613.00	50	49.60
Ric-Man Construction, Inc.	$13,950,000.00	50	50.00

After reviewing all the submissions and the results of the evaluation process, the City Manager found that both proposals exceed the available budget for this project of $10,000,000, plus a $500,000 contingency. Therefore, the City Manager recommends that the Mayor and City Commission authorize the Administration to enter into negotiations with the top ranked proposer David Mancini & Sons, Inc. In the June 10, 2015 Commission meeting, the direction was given to negotiate to the budget without changing scope. If there is any change in scope, it must return to Commission.

NEGOTIATIONS OF SCOPE, METHODOLOGY, AND COST SAVINGS

Administration was able to negotiate an agreement within the available budget with the top ranked proposer David Mancini & Sons, Inc. The negotiated agreement included amendment to project scope and methodology that will allow the 54" redundant force main to be designed and constructed at a total cost of $10,482,000.00

The differences between original criteria and proposed criteria:

1. Force main section from 11th Street to 1st Street will be installed via Horizontal Directional Drilling (HDD) instead of Micro Tunneling (MT).
2. Force main pipe from 11th Street to 1st Street will be 54" OD instead of 54" ID.
3. Force main installed via open cut will be:
    a. Single wrap PCCP pipe and tested as a whole, rather than joint by joint.
    b. Imbedded steel cylinder will be 8 gauge (no change).
    c. PCCP will include ConShield Admixtures instead of T-Lock liners.
    d. Minimum overburden on PCCP pipe will be 4' instead of 6'.
    e. Restraining can be provided via snap-ring instead of harness clamp.
    f. Pipe joints will not be bonded.
    g. Design working pressure will be 101 psi instead of 100 psi.
4. Traffic impacts for all launch shafts and retrieval shafts will be eliminated or reduced from four months to eight weeks.
5. Traffic impacts for staging of the HDD pipe will be limited for two weeks and limit through traffic only east/west (12, 13, 14, 14 Pl, Esp. Way) streets, which do not presently serve east-west movements due to Flamingo Park.
6. Substantial completion is proposed for 270 calendar days from Notice to Proceed (NTP) instead of 294 days.

7. City of Miami Beach will obtain dewatering permit(s) for lower Washington Avenue (1st to 3rd Streets) open cut segment.
8. City of Miami Beach will issue two separate NTP's: 1) To commence the construction of the segment in vicinity of lower Washington Avenue (1st to 3rd Streets), 2) To commence with the remaining construction of the force main. This will allow for the time required to attain the required geotechnical data to design the HDD (soil borings).

Our consultant AECOM has reviewed the modifications and concurs with the recommendations and changes in scope.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager to award the Contract for Design Build Services for 54" Redundant Sewer Force Main (RFP No. 2014-253-YG) to David Mancini & Sons, Inc. with the scope modifications negotiated.

JLM / MT / EC / AD / YG

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RESOLUTION TO BE SUBMITTED

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1700 Convention Center Drive, Miami Beach, Florida33139
www.miamibeachfl.gov

OFFICE OF THE CITY ATTORNEY
Tel: 305.673.7470, Fax: 305.673.7002

COMMISSION MEMORANDUM

TO: **MAYOR PHILIP LEVINE**
MEMBERS OF THE CITY COMMISSION
CITY MANAGER JIMMY MORALES

FROM: **RAUL J. AGUILA**
CITY ATTORNEY

DATE: **JULY 8, 2015**

SUBJECT: **RESOLUTION CALLING NOVEMBER 3, 2015 SPECIAL ELECTION AMENDMENT TO CITY CODE SECTION 2-459 ENTITLED: "CERTAIN APPEARANCES PROHIBITED".**

Pursuant to the request of City Commissioner Joy Malakoff, the attached Resolution has been prepared calling for a City of Miami Beach Special Election to be held on November 3, 2015 for the purpose of submitting to the City's voters the following question:

> CITY CODE SECTION 2-459, WHICH PROHIBITS CITY BOARD MEMBERS AND THEIR ASSOCIATES FROM LOBBYING CITY PERSONNEL AND AGENCIES, ALREADY HAS AN EXCEPTION ALLOWING LOBBYING FOR NON-PROFIT ENTITIES. SHOULD THIS SECTION BE AMENDED TO ALSO INCLUDE AN EXCEPTION ALLOWING HISTORIC PRESERVATION AND DESIGN REVIEW BOARD MEMBERS WHO ARE ARCHITECTS OR LANDSCAPE ARCHITECTS TO LOBBY CITY PERSONNEL AND AGENCIES ON LAND DEVELOPMENT APPLICATIONS, EXCEPT FOR APPLICATIONS BEFORE THE BOARD ON WHICH THEY SERVE?

This proposal seeks to amend the City's Code of Ethics by providing for an exception from City Code Section 2-459's prohibition on lobbying by City officials. The exception would be limited to Historic Preservation Board ("HPB") and Design Review Board ("DRB") members who are architects or landscape architects, and would allow those members to lobby City personnel, except for members of the boards on which they serve. Since the proposed exemption would lessen the stringency of Code Section

Agenda Item R7R
Date 7-8-15

2-459, public vote is required prior to amending same, per City Charter Section 1.05.

Commissioner Malakoff has proposed this ballot measure as part of her envisioned comprehensive legislative reform towards streamlining and otherwise improving the City's development review process. City Code Section 2-459's prohibition on lobbying by all board members, although laudable in concept, has served to discourage qualified design professionals from serving on the HPB and DRB, as such service prevents them from lobbying for City relief on behalf of their clients. By amending the Code to allow for a limited exception whereby such architect/landscape architect HPB and DRB members may lobby the City (while maintaining the existing prohibition whereby said members are prohibited from lobbying members of the board they serve on or related City staff), the City will have a greater opportunity to attract qualified design professionals for such City service.

Finally, pursuant to directive of the Miami-Dade County Elections Department, the final date by which the City may adopt its Resolution placing a ballot measure on the November 3, 2015 ballot is September 4, 2015. Accordingly, this matter is timely presented to the City Commission and adoption of the attached Resolution may take place at today's meeting.

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

MEMORANDUM

TO: Mayor Philip Levine
Members of the City Commission
City Manager Jimmy Morales

FROM: Commissioner Joy Malakoff

DATE: June 18, 2015

SUBJECT: **RESOLUTION CALLING NOVEMBER 3, 2015 SPECIAL ELECTION AMENDMENT TO CITY CODE SECTION 2-459 ENTITLED: "CERTAIN APPEARANCES PROHIBITED".**

At its June 17, 2015 meeting, the Land Use and Development Committee recommended that the attached Resolution be forwarded to its City Commission for consideration.

Accordingly, please place this on the agenda for the City Commission Meeting of July 8, 2015.

RJA/mmm
Attachment

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA CALLING FOR A NOVEMBER 3, 2015 SPECIAL ELECTION, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH, FLORIDA A QUESTION ASKING WHETHER CITY CODE SECTION 2-459 SHOULD BE AMENDED TO ALSO INCLUDE AN EXCEPTION ALLOWING HISTORIC PRESERVATION AND DESIGN REVIEW BOARD MEMBERS WHO ARE ARCHITECTS OR LANDSCAPE ARCHITECTS TO LOBBY CITY PERSONNEL AND AGENCIES ON LAND DEVELOPMENT APPLICATIONS, EXCEPT FOR APPLICATIONS BEFORE THE BOARD ON WHICH THEY SERVE?

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:

SECTION 1.

In accordance with provisions of the Charter of the City of Miami Beach, Florida and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the City of Miami Beach, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, November 3, 2015, for the purpose of submitting to the electorate the question as set forth hereinafter.

SECTION 2.

That the appropriate and proper Miami-Dade County election officials shall conduct the said Special Election hereby called, with acceptance of the certification of the results of said Special Election to be performed by the City Commission. The official returns for each precinct shall be furnished to the City Clerk of the City of Miami Beach as soon as the ballots from all precincts have been tabulated.

SECTION 3.

That the said voting precincts in the City of said Special Election shall be as established by the proper and appropriate Miami-Dade County Election Officials. All electors shall vote at the polling places and the voting precincts as determined by the Miami-Dade County Election Officials as set forth in the attached Exhibit "A".

SECTION 4.

Not less than thirty days notice of the adoption of this Resolution and of its provisions calling this Special Election shall be given by publication in the Miami Herald, a newspaper of general circulation in Miami Beach, Miami-Dade County, Florida. Such publication shall be made in accordance with the provisions of Section 100.342, Florida Statutes, and Section 38-3 of the Code of the City of Miami Beach.

SECTION 5.

The Notice of Election shall be substantially in the following form:

THE CITY OF MIAMI BEACH, FLORIDA

NOTICE OF SPECIAL ELECTION

NOTICE IS HEREBY GIVEN THAT A SPECIAL ELECTION HAS BEEN CALLED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AND WILL BE HELD IN SAID CITY FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 3rd DAY OF NOVEMBER, 2015, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI BEACH THE FOLLOWING QUESTION:

CITY CODE SECTION 2-459:
ESTABLISH LIMITED EXCEPTION TO
PROHIBITION ON LOBBYING BY CITY BOARD MEMBERS

CITY CODE SECTION 2-459, WHICH PROHIBITS CITY BOARD MEMBERS AND THEIR ASSOCIATES FROM LOBBYING CITY PERSONNEL AND AGENCIES, ALREADY HAS AN EXCEPTION ALLOWING LOBBYING FOR NON-PROFIT ENTITIES. SHOULD THIS SECTION BE AMENDED TO ALSO INCLUDE AN EXCEPTION ALLOWING HISTORIC PRESERVATION AND DESIGN REVIEW BOARD MEMBERS WHO ARE ARCHITECTS OR LANDSCAPE ARCHITECTS TO LOBBY CITY PERSONNEL AND AGENCIES ON LAND DEVELOPMENT APPLICATIONS, EXCEPT FOR APPLICATIONS BEFORE THE BOARD ON WHICH THEY SERVE?

_____ **YES**

_____ **NO**

Said Notice shall further set forth the several polling places in the election precincts as established in accordance with Section 3 hereof, and shall further set forth pertinent information regarding eligibility of electors to participate in said elections.

SECTION 6.

That the official ballot to be used in the Special Election to be held on November 3, 2015, hereby called, shall be in substantially the following form, to-wit:

"OFFICIAL BALLOT"

CITY CODE SECTION 2-459:
ESTABLISH LIMITED EXCEPTION TO
PROHIBITION ON LOBBYING BY CITY BOARD MEMBERS

CITY CODE SECTION 2-459, WHICH PROHIBITS CITY BOARD MEMBERS AND THEIR ASSOCIATES FROM LOBBYING CITY PERSONNEL AND AGENCIES, ALREADY HAS AN EXCEPTION ALLOWING LOBBYING FOR NON-PROFIT ENTITIES. SHOULD THIS SECTION BE AMENDED TO ALSO INCLUDE AN EXCEPTION ALLOWING HISTORIC PRESERVATION AND DESIGN REVIEW BOARD MEMBERS WHO ARE ARCHITECTS OR LANDSCAPE ARCHITECTS TO LOBBY CITY PERSONNEL AND AGENCIES ON LAND DEVELOPMENT APPLICATIONS, EXCEPT FOR APPLICATIONS BEFORE THE BOARD ON WHICH THEY SERVE?

_____ YES

_____ NO

SECTION 7.

The form of the ballots to be used in this Special Election and their preparation shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

SECTION 8.

Registration of persons desiring to vote in the Special Election shall be in accordance with the general law of the State of Florida governing voter registration. Qualified persons may obtain registration forms to vote at the Office of the City Clerk, City Hall, 1700 Convention Center Drive, First Floor, Miami Beach, Florida 33139, during normal business hours, and at such other voter registration centers and during such times as may be provided by the Supervisor of Elections of Miami-Dade County. The Miami-Dade County Supervisor of Elections will register voters for this Special Election until 5:00 p.m. on _____, 2015. All persons eligible to vote at this Special Election must be registered before the time and date set forth herein or have registered previously, as provided by law. Each person desiring to become a registered voter shall be responsible for properly filling out the registration form and returning it to the Miami-Dade County Elections Office. All questions concerning voter registration should

be directed to the Miami-Dade County Elections Office, 2700 N.W. 87th Avenue, Doral, Florida 33172; Telephone: (305) 499-VOTE (8683).

SECTION 9.

That the absentee voters participating in said Special Election shall be entitled to cast their ballots in accordance with the provisions of the Laws of the State of Florida with respect to absentee voting.

SECTION 10.

That the City of Miami Beach shall pay all expenses for conducting this Special Election and will pay to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

SECTION 11.

If any section, sentence, clause or phrase of the proposed ballot measure is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of said ballot measure.

SECTION 12.

This Resolution shall be effective immediately upon its passage.

PASSED and ADOPTED this _____ day of _____, 2015.

ATTEST:

_____

PHILIP LEVINE
MAYOR

_____

RAFAEL E. GRANADO
CITY CLERK

(Requested by City Commissioner Joy Malakoff.)

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 6/18/15
Date

CITY CODE SECTION 2-459:
PROPOSED BALLOT QUESTION AND AMENDED CITY CODE TEXT
NOVEMBER 3, 2015 SPECIAL ELECTION

I. PROPOSED BALLOT QUESTION:

CITY CODE SECTION 2-459:
ESTABLISH LIMITED EXCEPTION TO
PROHIBITION ON LOBBYING BY CITY BOARD MEMBERS

CITY CODE SECTION 2-459, WHICH PROHIBITS CITY BOARD MEMBERS AND THEIR ASSOCIATES FROM LOBBYING CITY PERSONNEL AND AGENCIES, ALREADY HAS AN EXCEPTION ALLOWING LOBBYING FOR NON-PROFIT ENTITIES. SHOULD THIS SECTION BE AMENDED TO ALSO INCLUDE AN EXCEPTION ALLOWING HISTORIC PRESERVATION AND DESIGN REVIEW BOARD MEMBERS WHO ARE ARCHITECTS OR LANDSCAPE ARCHITECTS TO LOBBY CITY PERSONNEL AND AGENCIES ON LAND DEVELOPMENT APPLICATIONS, EXCEPT FOR APPLICATIONS BEFORE THE BOARD ON WHICH THEY SERVE?

_____ YES

_____ NO

II. PROPOSED CITY CODE TEXT:

City of Miami Beach Code section 2-459. "Certain appearances prohibited."

(a) No member of a city board, agency or committee or a member of any board, agency or committee created hereafter which is designated as a board, agency or committee subject to the purview of this section shall:

(1) Either directly or through an associate, appear, represent or act on behalf of a third person before the city commission or any city agency with respect to any agency action sought by the third person.

(2) Either directly or through an associate be engaged as a lobbyist for and on behalf of a third person with respect to any official action by any public officer sought by such third person.

(b) Definitions. As used in this section, the following definitions shall apply:

Agency means any board, commission, committee or authority of the city, whether advisory, ad hoc or standing in nature.

Associate means any person or entity engaged in or carrying on a business enterprise with a city agency member as a partner, joint venturer, or co-corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange or co-owner of property. Associate shall further include a business affiliation with a city agency member where an "employee" or "of counsel" relationship exists.

Lobbyist means all persons, firms, or corporations employed or retained, whether paid or not, by a principal who seeks to encourage the passage, defeat, or modification(s) of any of the following: (1) ordinance, resolution, action or decision of any commissioner; (2) any action, decision, or recommendation of any city board or committee; or (3) any action, decision or recommendation of the city manager, deputy city manager, assistant city managers, all department heads, all division heads, city attorney, chief deputy city attorney, deputy city

attorneys, and/or all assistant city attorneys (except when such personnel are acting in connection with administrative hearings) during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the city commission or a city agency. "Lobbyist," as defined above, specifically includes the principal, as described above, as well as any agent, attorney, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, attorney, officer or employee.

(1) For purposes of this section, and with limited applicability to those agencies that are not standing in nature, "lobbyist" shall exclude any person who only appears as a representative of a not for profit corporation or entity (such as a charitable organization, a neighborhood or homeowner association, a local chamber of commerce or a trade association or trade union) without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item.

(2) For purposes of this section, and with limited applicability to those agencies that are standing in nature:

a. Lobbying by a board, agency or committee member shall be permitted when such person is affiliated with a not for profit corporation or entity (such as a charitable organization, a neighborhood or homeowner association, a local chamber of commerce or a trade association or trade union) in a capacity other than as a managerial employee and appears as a representative of that particular not for profit corporation or entity without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item.

b. Lobbying by the associate of a board, agency or committee member shall be permitted:

(i) When a board, agency or committee member is affiliated with a not for profit corporation or entity in a capacity other than as a managerial employee, and the subject associate is appearing as a representative of that particular not for profit corporation or entity without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item.

(ii) When a board, agency or committee member is a managerial employee of a not for profit corporation or entity, and the subject associate is appearing as a representative of that particular not for profit corporation or entity without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item and is affiliated with said not for profit corporation or entity in a capacity other than as a managerial employee.

c. The term "managerial employee" shall mean any employee of a nonprofit corporation or entity who has supervision and operational responsibilities/control of all or some departments of said entity.

(3) For purposes of this section, and with limited applicability to Historic Preservation Board and/or Design Review Board members who are architects or landscape architects, lobbying activities set forth in (a) 1 and 2 above shall be permitted with regard to land development applications, insofar as said activities are restricted to City personnel and City agencies other than the agency (i.e., Historic Preservation Board or Design Review Board) on which the subject Board member serves and related City personnel serving in their capacity as staff to such agency. This subsection shall not prohibit such architects or landscape architects serving on the Historic Preservation Board and/or Design Review Board from submitting plans to their board on behalf of a client so long as such member also makes known at meetings of their board his or her representation of the applicant and disqualifies himself or herself from speaking or voting or otherwise participating on such application.

Public officer means any person elected or appointed to hold office in the city, as a member of an agency which shall include an advisory body.

OFFICE OF THE CITY ATTORNEY

RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: **Mayor Philip Levine**
Members of the City Commission

CC: **Jimmy Morales, City Manager**
Rafael E. Granado, City Clerk

FROM: **Raul J. Aguila, City Attorney** RJA

DATE: **July 8, 2015**

SUBJECT: **A RESOLUTION CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2015 AND, IF REQUIRED, A RUN-OFF ELECTION TO BE HELD ON NOVEMBER 17, 2015.**

In accordance with Miami Beach City Charter Section 2.01, and City Code Section 38-3, a General Election (and, if required, a Run-off Election, in the event that no candidate in one or more of the seats up for election receives a majority of votes cast) is being called pursuant to the attached Resolution for the purpose of electing a Mayor and three City Commissioners in Groups IV, V, and VI on November 3, 2015 in the City of Miami Beach. The Resolution also provides for the conducting of the General Election (and, if required, a Run-off Election) by the Miami-Dade County ("County") Elections Department; that voting precincts shall be those as established by the County; that notices of the Election(s) shall be given; the form of the notices of the Election(s); the form of the ballots for the Election(s), the registration of voters in accordance with state law; and for payment to the County for conducting the Election(s). The County's estimated cost for the conducting of the General Election and the Special Election is $284,377.12 and, if required, the cost of a Run-off Election is $207,577.12 as set forth in the attached Composite Exhibit.

The results of the November 3, 2015 General Election will be adopted by the Miami Beach City Commission on November 9, 2015. In the event that a Run-off Election is required and held, the Run-off Election results will be adopted by the Miami Beach City Commission on November 23, 2015 followed by the swearing-in of all newly elected officials.

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Agenda Item R7S
Date 7-8-15

ESTIMATE

Miami Beach General Election - November 3, 2015

Rafael E. Granado, City Clerk
City of Miami Beach
1700 Convention Center Drive, #200
Miami Beach, FL 33139

Estimate N°: MB-11032015
Estimate Date: July 1, 2015

Registered Voters:	49,927	Early Voting Days:	14
Precincts:	26	Early Voting Sites:	2
Polling Places:	25		
Permanent Absentee Ballots:	7,357		

Personnel *Salaries & Fringe Benefits, Overtime, Poll Workers*	$ 117,127.55
Polling Places *Security, Polling Place Rentals*	10,660.00
Supplies and Services *Election Supplies, Communication Charges, Absentee Ballots Set Up*	2,457.09
Trucks and Vehicles *Truck Rentals, GSA Vehicles*	5,778.00
Printing and Advertising *Absentee, Early Voting & Precinct Ballots, Temporary Polling Place Change Notices, Newspaper Ads*	26,461.31
Postage *Absentee Ballots Sent and Business Reply, Temporary Polling Place Change Notices, Letters*	12,176.15
Ballot Creation *In-House & Outside Contractual Services, Translations - Based on one question*	2,410.00
Administrative Overhead *Indirect Costs, Logic & Accuracy, Post-Election Audits*	17,707.01
Early Voting *Estimated at $3,200 per requested number of sites and days*	89,600.00
*TOTAL	$ 284,377.12

* *Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an additional ballot page, the cost will be adjusted accordingly.*

For more information, you may contact:

Patricia Prochnicki
Deputy SOE Finance and Administration
Miami-Dade Elections Department
2700 NW 87 Avenue
Miami, Florida 33172

Office: 305-499-8568 E-mail: bproch@miamidade.gov

COMPOSITE EXHIBIT

ESTIMATE

Miami Beach Run-Off Election - November 17, 2015

Rafael E. Granado, City Clerk
City of Miami Beach
1700 Convention Center Drive, #200
Miami Beach, FL 33139

Estimate N°: MB-RO-11172015
Estimate Date: July 1, 2015

Registered Voters:	49,927	Early Voting Days:	2
Precincts:	26	Early Voting Sites:	2
Polling Places:	25		
Permanent Absentee Ballots:	7,357		

Personnel *Salaries & Fringe Benefits, Overtime, Poll Workers*	$ 117,127.55
Polling Places *Security, Polling Place Rentals*	10,660.00
Supplies and Services *Election Supplies, Communication Charges, Absentee Ballots Set Up*	2,457.09
Trucks and Vehicles *Truck Rentals, GSA Vehicles*	5,778.00
Printing and Advertising *Absentee, Early Voting & Precinct Ballots, Temporary Polling Place Change Notices, Newspaper Ads*	26,461.31
Postage *Absentee Ballots Sent and Business Reply, Temporary Polling Place Change Notices, Letters*	12,176.15
Ballot Creation *In-House & Outside Contractual Services, Translations - Based on one question*	2,410.00
Administrative Overhead *Indirect Costs, Logic & Accuracy, Post-Election Audits*	17,707.01
Early Voting *Estimated at $3,200 per requested number of sites and days*	12,800.00
*TOTAL	$ 207,577.12

* *Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an additional ballot page, the cost will be adjusted accordingly.*

For more information, you may contact:

Patricia Prochnicki
Deputy SOE Finance and Administration
Miami-Dade Elections Department
2700 NW 87 Avenue
Miami, Florida 33172

Office: 305-499-8568 E-mail: bproch@miamidade.gov

RESOLUTION NO. _____

A RESOLUTION CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2015 IN THE CITY OF MIAMI BEACH, FLORIDA FOR THE PURPOSE OF ELECTING A MAYOR AND THREE CITY COMMISSIONERS (GROUPS IV, V, AND VI) AND, IF REQUIRED, A RUN-OFF ELECTION TO BE HELD ON NOVEMBER 17, 2015; PROVIDING FOR THE CONDUCTING OF SAME BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING THAT VOTING PRECINCTS SHALL BE THOSE AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF ELECTIONS; PROVIDING FOR THE FORM OF BALLOTS AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; AND PROVIDING FOR PAYMENT TO MIAMI-DADE COUNTY FOR THE CONDUCTING OF THE ELECTIONS.

BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:

SECTION 1.

In accordance with provisions of the Charter of the City of Miami Beach, Florida a General Election is hereby called and directed to be held in the City of Miami Beach, Florida, from 7:00 a.m. to 7:00 p.m. on November 3, 2015 for the purpose of electing a Mayor and three City Commissioners in Groups IV, V, VI, respectively, each of whom shall hold office for the terms as provided by law and, if required, a Run-off Election is hereby called and directed to be held in the City of Miami Beach, Florida from 7:00 a.m. to 7:00 p.m. on November 17, 2015.

SECTION 2.

That the appropriate and proper Miami-Dade County Election Officials shall conduct the General Election and, if required, a Run-off Election, hereby called, with acceptance of the certification of the results of said Election(s) to be performed by the City Commission. The official returns for each precinct shall be furnished to the City Clerk of the City of Miami Beach as soon as the ballots from all precincts have been tabulated.

SECTION 3.

That the voting precincts in the City for the General Election and, if required, a Run-off Election, shall be as established by the proper and appropriate Miami-Dade County Election

Officials. All electors shall vote at the polling places and the voting precincts as determined by the Miami-Dade County Election Officials. Registration of persons desiring to vote in the General Election and, if required, a Run-off Election shall be in accordance with the general laws of the State governing voter registration.

SECTION 4.

Not less than thirty days notice of the General Election shall be given by publication in the Miami Herald, a newspaper of general circulation in Miami Beach, Miami-Dade County, Florida. Such publication shall be made in accordance with the provisions of Section 100.342, Florida Statutes, and Section 38-3 of the Code of the City of Miami Beach. Notice of a Run-off Election, if required, shall be given by publication in the Miami Herald, a newspaper of general circulation in Miami Beach, Miami-Dade County, Florida.

SECTION 5.

The notice of General Election shall be substantially in the following form:

THE CITY OF MIAMI BEACH, FLORIDA
NOTICE OF GENERAL ELECTION

NOTICE IS HEREBY GIVEN THAT A GENERAL ELECTION HAS BEEN CALLED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AND WILL BE HELD IN SAID CITY FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 3RD DAY OF NOVEMBER, 2015, FOR THE PURPOSE OF ELECTING A MAYOR AND THREE (3) CITY COMMISSIONERS IN GROUPS IV, V, AND VI, RESPECTIVELY, EACH OF WHOM SHALL HOLD OFFICE FOR THE TERMS AS PROVIDED BY LAW.

The Notice shall further set forth the several polling places in the election precincts as established in accordance with Section 3 hereof, and shall further set forth pertinent information regarding eligibility of electors to participate in the General Election.

SECTION 6.

The notice of Run-off Election, if required, shall be substantially in the following form:

THE CITY OF MIAMI BEACH, FLORIDA
NOTICE OF RUN-OFF ELECTION

NOTICE IS HEREBY GIVEN THAT A RUN-OFF ELECTION HAS BEEN CALLED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AND WILL BE

HELD IN SAID CITY FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 17TH DAY OF NOVEMBER, 2015 FOR THE PURPOSE OF ELECTING _____ AND/OR CITY COMMISSIONERS IN GROUP(S) _____ WHO SHALL HOLD OFFICE FOR THE TERM AS PROVIDED BY LAW.

The Notice shall further set forth the several polling places in the election precincts as established in accordance with Section 3 hereof, and shall further set forth pertinent information regarding eligibility of electors to participate in the Run-off Election.

SECTION 7.

That the official ballot to be used in the General Election to be held on November 3, 2015, hereby called, if required, shall be in substantially the following form, to-wit:

"OFFICIAL BALLOT"

GENERAL ELECTION

FOR

ELECTING THE MAYOR AND

THREE (3) CITY COMMISSIONERS (GROUPS IV, V, and VI)

OF THE

CITY OF MIAMI BEACH, FLORIDA

ON NOVEMBER 3, 2015

Vote for one (1) only:

FOR MAYOR

_____ _____

_____ _____

FOR CITY COMMISSIONER GROUP IV

_____ _____

_____ _____

_____ _____

FOR CITY COMMISSIONER GROUP V

_____ _____

_____ _____

_____ _____

FOR CITY COMMISSIONER GROUP VI

_____ _____

_____ _____

_____ _____

The City Clerk shall prepare the ballot so that the names of qualified candidates will appear on said ballot in alphabetical order according to surname; provided, however, that said ballot and its preparation shall be such as to permit compliance with the Laws of the State of Florida with respect to the use of an electronic voting system.

Section 8.

That the official ballot to be used in a Run-off Election to be held on November 7, 2015, hereby called, if required, shall be in substantially the following form, to-wit:

"OFFICIAL BALLOT"

RUN-OFF ELECTION

FOR

ELECTING _____ (AND/OR)

CITY COMMISSIONER(S) (GROUPS _____)

OF THE

CITY OF MIAMI BEACH, FLORIDA

ON NOVEMBER 17, 2015

FOR MAYOR

_____ _____

_____ _____

FOR CITY COMMISSIONER GROUP _____

_____ _____

_____ _____

FOR CITY COMMISSIONER GROUP _____

_____ _____

_____ _____

FOR CITY COMMISSIONER GROUP _____

_____ _____

_____ _____

The City Clerk shall prepare the ballot so that the names of Run-off candidates will appear on said ballot in alphabetical order according to surname; provided, however, that said ballot and its preparation shall be such as to permit compliance with the Laws of the State of Florida with respect to the use of an electronic voting system.

SECTION 9.

That the absentee voters participating in the General Election and, if required, a Run-off Election shall be entitled to cast their ballots in accordance with the provisions of the Laws of the State of Florida with respect to absentee voting.

SECTION 10.

That the City of Miami Beach shall pay all expenses for conducting the General Election and, if required, a Run-off Election, and will pay to Miami-Dade County, or directly to all persons or firms, all expenses upon receipt of an invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

SECTION 11.

This Resolution shall be effective immediately upon its passage.

PASSED and **ADOPTED** this _____ day of July, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/1/15 Date

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OFFICE OF THE CITY ATTORNEY

RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: **Mayor Philip Levine**
Members of the City Commission

CC: **Jimmy Morales, City Manager**
Rafael E. Granado, City Clerk

FROM: **Raul J. Aguila, City Attorney**

DATE: **July 8, 2015**

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING EARLY VOTING FOR THE NOVEMBER 3, 2015 CITY OF MIAMI BEACH GENERAL ELECTION, SPECIAL ELECTION, AND, IF REQUIRED, A NOVEMBER 17, 2015 RUN-OFF ELECTION.**

The City of Miami Beach General Election for the election of the Mayor and Commission Groups IV, V, and VI, and the City's Special Election for the presentation of several ballot questions, is scheduled to be held on Tuesday, November 3, 2015. A City of Miami Beach Run-off Election, if necessary, is scheduled for Tuesday, November 17, 2015.

As authorized by Section 101.657 of the Florida Statutes, and pursuant to Miami Beach City Code Section 38-6 entitled "Early Voting," the City is authorized to provide for early voting in those City elections that are not held in conjunction with County or State elections, and shall conduct its Early Voting activities in accordance with the provisions of Sections 101.657(1)(a)-(c) of the Florida Statutes.

Since the November 3, 2015 General and Special Elections, and a November 17, 2015 Run-off Election (if required), is not being held in conjunction with a County or State election, the attached Resolution sets forth the Miami Beach City Commission's formal declaration authorizing and providing for Early Voting relative to said Elections. Consistent with City Code Section 38-6(b), such Early Voting shall occur at Miami Beach City Hall and the North Shore Branch Library, in accordance with the following schedule:

November 3, 2015 General Election and Special Election. Early Voting to occur Monday, October 19, 2015 through Sunday, November 1, 2015 pursuant to the schedule attached as Exhibit A.

Agenda Item R7T
Date 7-8-15

November 17, 2015 Run-Off Election (if required). Early Voting to occur on the Saturday (November 14, 2015) and Sunday (November 15, 2015) immediately preceding the Run-Off Election pursuant to the schedule attached in Exhibit B.

Should an unforeseen event occur necessitating a change to the above Early Voting schedule, the Administration may alter the days and locations and will immediately report the change to the Mayor and Commissioners via an LTC. Further, the City Clerk shall notice the above dates, hours, and locations of Early Voting in a newspaper(s) of general circulation within the City of Miami Beach.

ECONOMIC IMPACT STATEMENT

The cost of early voting for the November 3, 2015 General Election and Special Election is $284,377.12 and for a November 17, 2015 Run-off Election, if necessary, is $207,577.12 (see Composite Exhibit C).

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EARLY VOTING SCHEDULE FOR THE NOVEMBER 3, 2015 MIAMI BEACH GENERAL ELECTION

MIAMI BEACH CITY HALL
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139

NORTH SHORE BRANCH LIBRARY
7501 COLLINS AVENUE
MIAMI BEACH, FL 33141

OCTOBER 19TH	OCTOBER 20TH	OCTOBER 21ST	OCTOBER 22ND	OCTOBER 23RD	OCTOBER 24TH	OCTOBER 25TH
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
7:00AM – 3:00PM	7:00AM – 3:00PM	7:00AM – 3:00PM	7:00AM – 3:00PM	7:00AM – 3:00PM	8:00AM – 4:00PM	8:00AM – 4:00PM
OCTOBER 26TH	OCTOBER 27TH	OCTOBER 28TH	OCTOBER 29TH	OCTOBER 30TH	OCTOBER 31ST	NOVEMBER 1ST
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
11:00AM – 7:00PM	11:00AM – 7:00PM	11:00AM – 7:00PM	11:00AM – 7:00PM	11:00AM – 7:00PM	8:00AM – 4:00PM	8:00AM – 4:00PM

EXHIBIT A

MR 6/29/2015

EARLY VOTING SCHEDULE FOR THE NOVEMBER 17, 2015 MIAMI BEACH RUN-OFF ELECTION

MIAMI BEACH CITY HALL
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139

NORTH SHORE BRANCH LIBRARY
7501 COLLINS AVENUE
MIAMI BEACH, FL 33141

NOVEMBER 14TH	NOVEMBER 15TH
SATURDAY	SUNDAY
8:00AM – 4:00PM	8:00AM – 4:00PM

EXHIBIT B

MR 6/29/2015

ESTIMATE

Miami Beach General Election - November 3, 2015

Rafael E. Granado, City Clerk
City of Miami Beach
1700 Convention Center Drive, #200
Miami Beach, FL 33139

Estimate N°: MB-11032015
Estimate Date: July 1, 2015

Registered Voters:	49,927	Early Voting Days:	14
Precincts:	26	Early Voting Sites:	2
Polling Places:	25		
Permanent Absentee Ballots:	7,357		

Personnel *Salaries & Fringe Benefits, Overtime, Poll Workers*	$ 117,127.55
Polling Places *Security, Polling Place Rentals*	10,660.00
Supplies and Services *Election Supplies, Communication Charges, Absentee Ballots Set Up*	2,457.09
Trucks and Vehicles *Truck Rentals, GSA Vehicles*	5,778.00
Printing and Advertising *Absentee, Early Voting & Precinct Ballots, Temporary Polling Place Change Notices, Newspaper Ads*	26,461.31
Postage *Absentee Ballots Sent and Business Reply, Temporary Polling Place Change Notices, Letters*	12,176.15
Ballot Creation *In-House & Outside Contractual Services, Translations - Based on one question*	2,410.00
Administrative Overhead *Indirect Costs, Logic & Accuracy, Post-Election Audits*	17,707.01
Early Voting *Estimated at $3,200 per requested number of sites and days*	89,600.00
*TOTAL	$ 284,377.12

* *Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an additional ballot page, the cost will be adjusted accordingly.*

For more information, you may contact:

Patricia Prochnicki
Deputy SOE Finance and Administration
Miami-Dade Elections Department
2700 NW 87 Avenue
Miami, Florida 33172

Office: 305-499-8568 E-mail: bproch@miamidade.gov

COMPOSITE EXHIBIT C

ESTIMATE

Miami Beach Run-Off Election - November 17, 2015

Rafael E. Granado, City Clerk
City of Miami Beach
1700 Convention Center Drive, #200
Miami Beach, FL 33139

Estimate N°: MB-RO-11172015
Estimate Date: July 1, 2015

Registered Voters:	49,927	Early Voting Days:	2
Precincts:	26	Early Voting Sites:	2
Polling Places:	25		
Permanent Absentee Ballots:	7,357		

Personnel *Salaries & Fringe Benefits, Overtime, Poll Workers*	$ 117,127.55
Polling Places *Security, Polling Place Rentals*	10,660.00
Supplies and Services *Election Supplies, Communication Charges, Absentee Ballots Set Up*	2,457.09
Trucks and Vehicles *Truck Rentals, GSA Vehicles*	5,778.00
Printing and Advertising *Absentee, Early Voting & Precinct Ballots, Temporary Polling Place Change Notices, Newspaper Ads*	26,461.31
Postage *Absentee Ballots Sent and Business Reply, Temporary Polling Place Change Notices, Letters*	12,176.15
Ballot Creation *In-House & Outside Contractual Services, Translations - Based on one question*	2,410.00
Administrative Overhead *Indirect Costs, Logic & Accuracy, Post-Election Audits*	17,707.01
Early Voting *Estimated at $3,200 per requested number of sites and days*	12,800.00
*TOTAL	$ 207,577.12

* *Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an additional ballot page, the cost will be adjusted accordingly.*

For more information, you may contact:

Patricia Prochnicki
Deputy SOE Finance and Administration
Miami-Dade Elections Department
2700 NW 87 Avenue
Miami, Florida 33172

Office: 305-499-8568 E-mail: bproch@miamidade.gov

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING EARLY VOTING FOR THE NOVEMBER 3, 2015 CITY OF MIAMI BEACH GENERAL ELECTION, SPECIAL ELECTION, AND, IF REQUIRED, A NOVEMBER 17, 2015 RUN-OFF ELECTION.

WHEREAS, Florida's Election Code states that municipalities may provide early voting in municipal elections that are not held in conjunction with County or State elections and, pursuant thereto, the City may designate as many early voting sites as necessary and to conduct its activities in accordance with the provisions of Sections §101.657(1)(a)-(c) of the Florida Statutes; and

WHEREAS, the City of Miami Beach has scheduled a General Election and Special Election to be held on Tuesday, November 3, 2015 for the purpose of electing a Mayor and City Commission members in Groups IV, V and VI, and presenting several ballot questions to the City's electorate; and

WHEREAS, the City Commission hereby authorizes early voting for the November 3, 2015 City of Miami Beach General Election, Special Election, and, if required, a Run-off Election, and

WHEREAS, pursuant to Section 38-6 of the Miami Beach City Code, the City Commission has designated City Hall, 1700 Convention Center Drive, and the North Shore Branch Library, 7501 Collins Avenue, as the early voting locations within the City of Miami Beach and authorizes the following early voting schedule for the November 3, 2015 City of Miami Beach General Election and Special Election:

FIRST WEEK

DATE	TIME
Monday, October 19	7 am - 3 pm
Tuesday, October 20	7 am - 3 pm
Wednesday, October 21	7 am - 3 pm
Thursday, October 22	7 am - 3 pm
Friday, October 23	7 am - 3 pm
Saturday, October 24	8 am - 4 pm
Sunday, October 25	8 am - 4 pm

SECOND WEEK

DATE	TIME
Monday, October 26	11 am - 7 pm
Tuesday, October 27	11 am - 7 pm
Wednesday, October 28	11 am - 7 pm
Thursday, October 29	11 am - 7 pm
Friday, October 30	11 am - 7 pm
Saturday, October 31	8 am - 4 pm
Sunday, November1	8 am - 4 pm

WHEREAS, in the event that a Run-off Election is required, early voting shall occur at Miami Beach City Hall and the North Shore Branch Library on Saturday, November 14, 2015 and Sunday, November 15, 2015 pursuant to Section 38-6(b) of the Miami Beach City Code and early voting shall occur from 8:00 a.m. to 4:00 p.m. on both days.

WHEREAS, the Miami-Dade County Elections Department has provided the Administration with an estimate of $284,377.12 for the City's November 3, 2015 General Election and Special Election which includes the costs of 14 early voting days (see Exhibit A – Department of Elections estimate of cost); and

WHEREAS, the Miami-Dade County Elections Department has provided the Administration with an estimate of $207,577.12 for the City's November 17, 2015 Run-off Election, if required, which includes the costs of 2 early voting days (see Exhibit B - Department of Elections estimate of cost); and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize early voting for the November 3, 2015 City of Miami Beach General Election and Special Election, and, if required, a November 17, 2015 Run-off Election, with early voting to be conducted in accordance with the provisions of this Resolution. It is further resolved that the Administration is authorized to alter the days and locations of the Early Voting schedule set forth herein if necessary due to an unforeseen event, with the Administration immediately reporting the change to the Mayor and Commissioners via a letter to the Commission (LTC).

PASSED and ADOPTED this _____ day of July, 2015.

Philip Levine, Mayor

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/1/15 Date

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ESTIMATE

Miami Beach General Election - November 3, 2015

Rafael E. Granado, City Clerk
City of Miami Beach
1700 Convention Center Drive, #200
Miami Beach, FL 33139

Estimate N°: MB-11032015
Estimate Date: July 1, 2015

Registered Voters:	49,927	Early Voting Days:	14
Precincts:	26	Early Voting Sites:	2
Polling Places:	25		
Permanent Absentee Ballots:	7,357		

Personnel *Salaries & Fringe Benefits, Overtime, Poll Workers*	$ 117,127.55
Polling Places *Security, Polling Place Rentals*	10,660.00
Supplies and Services *Election Supplies, Communication Charges, Absentee Ballots Set Up*	2,457.09
Trucks and Vehicles *Truck Rentals, GSA Vehicles*	5,778.00
Printing and Advertising *Absentee, Early Voting & Precinct Ballots, Temporary Polling Place Change Notices, Newspaper Ads*	26,461.31
Postage *Absentee Ballots Sent and Business Reply, Temporary Polling Place Change Notices, Letters*	12,176.15
Ballot Creation *In-House & Outside Contractual Services, Translations - Based on one question*	2,410.00
Administrative Overhead *Indirect Costs, Logic & Accuracy, Post-Election Audits*	17,707.01
Early Voting *Estimated at $3,200 per requested number of sites and days*	89,600.00
*TOTAL	$ 284,377.12

* *Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an additional ballot page, the cost will be adjusted accordingly.*

For more information, you may contact:

Patricia Prochnicki
Deputy SOE Finance and Administration
Miami-Dade Elections Department
2700 NW 87 Avenue
Miami, Florida 33172

Office: 305-499-8568 E-mail: bproch@miamidade.gov

EXHIBIT A

ESTIMATE

Miami Beach Run-Off Election - November 17, 2015

Rafael E. Granado, City Clerk
City of Miami Beach
1700 Convention Center Drive, #200
Miami Beach, FL 33139

Estimate N°: MB-RO-11172015
Estimate Date: July 1, 2015

Registered Voters:	49,927	Early Voting Days:	2
Precincts:	26	Early Voting Sites:	2
Polling Places:	25		
Permanent Absentee Ballots:	7,357		

Personnel *Salaries & Fringe Benefits, Overtime, Poll Workers*	$ 117,127.55
Polling Places *Security, Polling Place Rentals*	10,660.00
Supplies and Services *Election Supplies, Communication Charges, Absentee Ballots Set Up*	2,457.09
Trucks and Vehicles *Truck Rentals, GSA Vehicles*	5,778.00
Printing and Advertising *Absentee, Early Voting & Precinct Ballots, Temporary Polling Place Change Notices, Newspaper Ads*	26,461.31
Postage *Absentee Ballots Sent and Business Reply, Temporary Polling Place Change Notices, Letters*	12,176.15
Ballot Creation *In-House & Outside Contractual Services, Translations - Based on one question*	2,410.00
Administrative Overhead *Indirect Costs, Logic & Accuracy, Post-Election Audits*	17,707.01
Early Voting *Estimated at $3,200 per requested number of sites and days*	12,800.00
*TOTAL	$ 207,577.12

* *Please note these costs are estimates and are subject to change. This estimate does include the cost of ballot printing; however, if your question(s)/race(s) creates an additional ballot page, the cost will be adjusted accordingly.*

For more information, you may contact:

Patricia Prochnicki
Deputy SOE Finance and Administration
Miami-Dade Elections Department
2700 NW 87 Avenue
Miami, Florida 33172

Office: 305-499-8568 E-mail: bproch@miamidade.gov

EXHIBIT B

Condensed Title:

A Resolution approving an expenditure of budgeted funds in reasonable and necessary amounts for the public purpose of informing and educating the voters of the City of Miami Beach regarding the ballot questions on the City's November 3, 2015 Special Election in order to achieve a more informed electorate vote.

Key Intended Outcome Supported:

Increase community satisfaction with City government.

Supporting Data (Surveys, Environmental Scan, etc.): The 2014 Miami Beach Customer Survey indicates that 58% of residents rated Miami Beach City Government as good or excellent in meeting their expectations with the services provided.

Item Summary/Recommendation:

The voters of the City of Miami Beach may be presented with City ballot questions on November 3, 2015. If so, the City Administration believes that educating the voters on these matters is in the public interest and serves a public purpose. In an effort to explain, and educate the voters on each ballot question, the Administration will be preparing public education information through various methods, which may include video presentation on the City's cable channel, a voter's guide, and other means. No additional funding is required to educate the public as the Administration will use funds budgeted and appropriated in FY 2014/15 for MB magazine and MBTV for video production, printing, graphics, translation services, layout, mailing, and other miscellaneous costs as needed to disseminate the information. However, the Administration is requesting authorization to spend these previously appropriated funds for this public purpose.

These expenditures will further serve the public purpose given the City's reasonable expectation that these efforts at explaining the ballot questions and educating the voters will result in a more informed electorate vote, benefiting the public good.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

Financial Impact Summary: No additional funding is required to educate the public, as the Administration will use funds budgeted and appropriated in FY 14/15 for MB Magazine and MBTV.

City Clerk's Office Legislative Tracking:

Office of the City Attorney

Sign-Offs:

Department Director	City Attorney/City Clerk	City Manager
NR	REG	JLM

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN EXPENDITURE OF BUDGETED FUNDS IN REASONABLE AND NECESSARY AMOUNTS FOR THE PUBLIC PURPOSE OF INFORMING AND EDUCATING THE VOTERS OF THE CITY OF MIAMI BEACH REGARDING THE BALLOT QUESTIONS ON THE CITY'S NOVEMBER 3, 2015 SPECIAL ELECTION IN ORDER TO ACHIEVE A MORE INFORMED ELECTORATE VOTE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The voters of the City of Miami Beach may be presented with City ballot questions on November 3, 2015. If so, the City Administration believes that educating the voters on these matters is in the public interest and serves a public purpose. In an effort to explain, and educate the voters on each ballot question, the Administration will be preparing public education information through various methods, which may include video presentation on the City's cable channel, a voter's guide, and other means. No additional funding is required to educate the public as the Administration will use funds budgeted and appropriated in FY 2014/15 for MB magazine and MBTV for video production, printing, graphics, translation services, layout, mailing, and other miscellaneous costs as needed to disseminate the information. However, the Administration is requesting authorization to spend these previously appropriated funds for this public purpose.

These expenditures will further serve the public purpose given the City's reasonable expectation that these efforts at explaining the ballot questions and educating the voters will result in a more informed electorate vote, benefiting the public good.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

JLM/REG/NR

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN EXPENDITURE OF BUDGETED FUNDS IN REASONABLE AND NECESSARY AMOUNTS FOR THE PUBLIC PURPOSE OF INFORMING AND EDUCATING THE VOTERS OF THE CITY OF MIAMI BEACH REGARDING BALLOT QUESTIONS ON THE CITY'S NOVEMBER 3, 2015 SPECIAL ELECTION IN ORDER TO ACHIEVE A MORE INFORMED ELECTORATE VOTE.

WHEREAS, the voters of the City of Miami Beach will be presented with City ballot questions on November 3, 2015; and

WHEREAS, the Miami Beach City Commission believes that educating the voters on these matters is in the public interest and serves a public purpose; and

WHEREAS, in an effort to explain and educate the voters on each of these questions through various methods, which may include video presentation on the City's cable channel, a voter's guide, and other means, the Administration is requesting approval to spend reasonable and necessary budgeted amounts for video production, printing, graphics, translation services, layout, mailing, advertising, and other miscellaneous costs as needed; and

WHEREAS, these expenditures will further serve the public purpose given the City's reasonable expectation that these efforts at explaining the ballot questions and educating the voters thereon will result in a more informed electorate vote, benefiting the public good.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission herein state the public purpose of explaining to and educating the City's voters on the City ballot questions which will appear on the City's November 3, 2015 Election ballots, and thus approve the expenditure of budgeted funds in reasonable and necessary amounts in furtherance of the aforementioned public policy, which is intended to benefit the public good and serve a public purpose.

PASSED AND ADOPTED this _____day of _____, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/1/15 Date

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Condensed Title:

A Resolution Authorizing The Administration To Videotape And Air On MBTV The Mayor And Groups IV, V, and VI Commission Candidate Presentations For The November 3, 2015 General Election.

Key Intended Outcome Supported:

Enhance external and internal communications from and within the City.

Supporting Data (Surveys, Environmental Scan, Etc.): According to the 2014 Community Satisfaction Survey, 8% of residents receive their information about Miami Beach from MBTV.

Item Summary/Recommendation:

During the 2001 General Election, the City Commission authorized the Administration to videotape and replay on the City's Government Channel, now MBTV, a candidate forum sponsored by a local organization. The 2001 City Commission also referred to the Community Affairs Committee, now the Neighborhood/Community Affairs Committee, the issue of selecting two additional forums to be taped and aired. On September 25, 2001, the Community Affairs Committee considered the issue of candidate forums. The Committee was not comfortable in selecting only two additional political forums to air. It was felt that selecting only two would be unfair because other organizations may be left out. The Committee recommended arranging Candidate Presentation where each candidate is given up to five minutes of airtime on the City's Government Channel, now MBTV, to present themselves and their platforms. Pursuant to Resolution No. 2001-24626, the City Commission approved the recommendation of the Community Affairs Committee. Subsequently, in 2003, 2005, 2006, 2007, 2009, 2011, and 2013, the City Commission authorized the Administration to videotape and replay the Candidate Presentations on the City's Cable Channel.

The Candidate Presentations will be coordinated by the Office of the City Clerk and the Office of Communications using the Candidate Presentation Guidelines. The rehearsal dates will be on September 24, 2015 and September 25, 2015, and the "live" shoot will be on October 1, 2015. Attachment "A" is a sample rehearsal and "live" shoot time schedule.

The Administration recommends that the City Commission authorize the videotaping and airing on MBTV of the Mayor and Groups IV, V, and VI Commission Candidate Presentations for the November 3, 2013 General Election.

Advisory Board Recommendation:

The 2001 City Commission Community Affairs Committee, now the Neighborhood/Community Affairs Committee, recommended arranging a candidate presentation where each candidate is given up to five minutes of airtime on the City's Government Channel, now MBTV, to present themselves and their platforms.

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1	NONE		
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Rafael E. Granado, City Clerk

Sign-Offs:

Department Director		City Attorney	City Manager
REG	NR		JLM

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MIAMIBEACH

AGENDA ITEM R7V

DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO VIDEOTAPE AND AIR ON MBTV THE MAYOR AND GROUPS IV, V AND VI COMMISSION CANDIDATE PRESENTATIONS FOR THE NOVEMBER 3, 2015 GENERAL ELECTION.**

RECOMMENDATION

Adopt the Resolution.

BACKGROUND

During the 2001 General Election, the City Commission authorized the Administration to videotape and replay on the City's Government Channel, now MBTV, a candidate forum sponsored by a local organization. The 2001 City Commission also referred to the Community Affairs Committee, now the Neighborhood/Community Affairs Committee, the issue of selecting two additional forums to be taped and aired. On September 25, 2001, the Community Affairs Committee considered the issue of candidate forums. The Committee was not comfortable in selecting only two additional political forums to air. It was felt that selecting only two would be unfair because other organizations may be left out. After much discussion, the Committee recommended arranging a Candidate Presentation where each candidate is given up to five minutes of airtime on the City's Government Channel to present themselves and his/her platform. Pursuant to Resolution No. 2001-24626, the City Commission approved the recommendation of the Community Affairs Committee. Subsequently, in 2003, 2005, 2006, 2007, 2009, 2011, and 2013, the City Commission authorized the Administration to videotape and replay on the City's Cable Channel the 5-Minute Candidate Presentations.

The Office of the City Clerk and the Office of Communications, using the Candidate Presentation Guidelines on page 2 of this Memorandum, will coordinate the Candidate Presentations. The rehearsal dates will be on September 24, 2015 and September 25, 2015, and the "live" shoot will be on October 1, 2015. Upon approval of this Resolution by the City Commission, and after the conclusion of the Qualifying Period, each qualified candidate will be sent a certified letter requesting confirmation of his/her attendance, along with a copy of the Presentation Guidelines and his/her designated time-slots. (A sample Rehearsal/Live Shoot Schedule is attached as Attachment "A." The City Clerk will finalize said Rehearsal/Live Shoot Schedule after the conclusion of the Qualifying Period.)

CONCLUSION

The Administration recommends that the City Commission authorize the videotaping and airing on MBTV of the Mayor and Groups IV, V, and VI Commission Candidate Presentations for the November 3, 2015 General Election.

2015 City of Miami Beach Candidate Presentation Guidelines

1. To offer the Miami Beach viewers an informative and organized presentation, the Candidate Presentation will be taped live and replayed multiple times on MBTV. Once the taping of a candidate begins, the camera will not be turned off until the candidate indicates he or she is finished, or the five (5) minute time limit has been reached; there is only one opportunity to tape live. Candidates will be offered the use of the City's teleprompter and a one-hour rehearsal session prior to the date of the taping. **Important: The individual candidates' presentations will not be edited for any reason.**

2. In order to have an organized presentation of candidates and issues, it is important that a strict timetable be developed and adhered to. Each candidate will be given a scheduled time slot for his or her rehearsal and live presentation. (See Attachment "A") It is the sole responsibility of the candidate to make sure he or she is available when it is their time to speak. **Unfortunately, any candidate who misses his/her assigned time slot will forfeit his/her opportunity to present.**

3. The Candidate Presentations will be shown multiple times on MBTV. The scheduled air times will be published in The Miami Herald Neighbors Section, El Nuevo Herald, local Spanish language newspapers (depending on publishing dates) and on MBTV.

4. Candidates must arrive at the Office of the City Clerk at least 10 minutes before their assigned time slot. This will ensure an orderly transition from candidate to candidate.

5. The time slots will be assigned in the order of the ballot: Mayor and the three Commission Groups and alphabetically by candidates (as their name will appear on the ballot) within each of the groups. Again, it is the sole responsibility of the candidate to be available at his/her designated time.

6. Before the candidates begin speaking, the moderator, Julia Yarbough, Media Ambassador, Office of Communications (or her designee), will give an introduction stating the purpose and explaining the format of the Candidate Presentation.

7. Each candidate will be allocated up to five (5) minutes of airtime on MBTV. In order to maintain equitable time for each candidate who elects to participate in the Candidate Presentation, when the candidate's five (5) minutes are up, the candidate will be cut off, even if in mid-sentence. There will be no editing of the candidates' taped presentation.

8. The moderator will introduce each candidate. The introduction will be limited to the Mayor or Commission Group Number and the name of the candidate (example: "Mayoral candidate; or "Commission Group I, II, III, IV, V, or VI, candidate's name.") The candidate will be introduced by the name that will appear on the ballot.

9. Only the candidate may speak on his/her behalf, not a representative.

10. No pre-recorded tapes will be used.

11. No background music, special backgrounds or special effects will be allowed.

12. The Administration will be given a time slot at the end of the Candidate Presentations to present any Voters Guide information pertaining to Special Election question(s), along with explanations in both English and Spanish, if needed.

JLM/REG/NR

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ATTACHMENT "A"

Schedule to be adjusted after qualifying.

REHEARSAL

Thursday, September 24, 2015

Seat	Arrival *	Start	End
Mayor			
	8:30 AM	8:45 AM	9:45 AM
	9:45 AM	10:00 AM	11:00 AM
Group IV			
	11:00 AM	11:15 AM	12:15 PM
	1:15 PM	1:30 PM	2:30 PM
	2:30 PM	2:45 PM	3:45 PM

Friday, September 25, 2015

Continued	Arrival *	Start	End
Group V			
	8:30 AM	8:45 AM	9:45 AM
	9:45 AM	10:00 AM	11:00 AM
	11:00 AM	11:15 AM	12:15 PM
Group VI			
	1:15 PM	1:30 PM	2:30 PM
	2:30 PM	2:45 PM	3:45 PM
	3:45 PM	4:00 PM	5:00 PM
	5:00 PM	5:15 PM	6:15 PM

LIVE

Thursday, October 01, 2015

Seat	Arrival *	Expected Record time
Mayor		
	8:45 AM	9:00 AM
	9:05 AM	9:20 AM
Group IV		
	9:25 AM	9:40 AM
	9:45 AM	10:00 AM
	10:05 AM	10:20 AM
Group V		
	10:25 AM	10:40 AM
	10:45 AM	11:00 AM
	11:05 AM	11:20 AM
Group VI		
	11:25 AM	11:40 AM
	11:45 AM	12:00 PM
	12:05 PM	12:20 PM
	12:25 PM	12:40 PM

* Candidates are to report to the Office of the City Clerk at the scheduled arrival time.
The Office of the City Clerk is located at 1700 Convention Center Drive, First Floor, Miami Beach, Florida.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO VIDEOTAPE AND AIR ON MBTV THE MAYOR AND GROUPS IV, V, AND VI COMMISSION CANDIDATE PRESENTATIONS FOR THE NOVEMBER 3, 2015 GENERAL ELECTION.

WHEREAS, during the 2001 General Election, the City Commission authorized the Administration to videotape and replay on the City's Government Channel, now MBTV, a candidate forum sponsored by a local organization; and

WHEREAS, the 2001 City Commission also referred to the Community Affairs Committee, now the Neighborhood/Community Affairs Committee, the issue of selecting two additional forums to be taped and aired; and

WHEREAS, on September 25, 2001, at the Community Affairs Committee meeting, the issue concerning candidate forums was discussed and the Committee was not comfortable in selecting only two additional political forums to air and instead recommended that each candidate be provided up to 5-minutes to make a presentation of his/her platform; and

WHEREAS, pursuant to Resolution No. 2001-24626, the City Commission adopted the recommendation of the Community Affairs Committee to arrange a presentation whereby each candidate for City of Miami Beach elected office be given up to five minutes of airtime on the City's Government Channel, now MBTV, in order to allow each candidate to present himself/herself and his/her platform, with the presentation to be publicly advertised, recorded, and aired on MBTV, subject to the following presentation guidelines:

1. To offer the Miami Beach viewers an informative and organized presentation, the Candidate Presentation will be taped live and replayed multiple times on MBTV. Once the taping of a candidate begins, the camera will not be turned off until the candidate indicates he or she is finished, or the five (5) minute time limit has been reached; there is only one opportunity to tape live. Candidates will be offered the use of the City's teleprompter and a one-hour rehearsal session prior to the date of the taping. **Important: The individual candidates' presentations will not be edited for any reason.**

2. In order to have an organized presentation of candidates and issues, it is important that a strict timetable be developed and adhered to. Each candidate will be given a scheduled time slot for his or her rehearsal and live presentation. (See Attachment "A") It is the sole responsibility of the candidate to make sure he or she is available when it is their time to speak. **Unfortunately, any candidate who misses his/her assigned time slot will forfeit his/her opportunity to present.**

3. The Candidate Presentations will be shown multiple times on MBTV. The scheduled air times will be published in The Miami Herald Neighbors Section, El Nuevo Herald, local Spanish language newspapers (depending on publishing dates) and on MBTV.

4. Candidates must arrive at the Office of the City Clerk at least 10 minutes before their assigned time slot. This will ensure an orderly transition from candidate to candidate.

5. The time slots will be assigned in the order of the ballot: Mayor and the three Commission Groups and alphabetically by candidates (as their name will appear on the ballot) within each of the groups. Again, it is the sole responsibility of the candidate to be available at his/her designated time.

6. Before the candidates begin speaking, the moderator, Julia Yarbough, Media Ambassador, Office of Communications (or her designee), will give an introduction stating the purpose and explaining the format of the Candidate Presentation.

7. Each candidate will be allocated up to five (5) minutes of airtime on MBTV. In order to maintain equitable time for each candidate who elects to participate in the Candidate Presentation, when the candidate's five (5) minutes are up, the candidate will be cut off, even if in mid-sentence. There will be no editing of the candidates' taped presentation.

8. The moderator will introduce each candidate. The introduction will be limited to the Mayor or Commission Group Number and the name of the candidate (example: "Mayoral candidate; or "Commission Group I, II, III, IV, V or VI, candidate's name.") The candidate will be introduced by the name that will appear on the ballot.

9. Only the candidate may speak on his/her behalf, not a representative.

10. No pre-recorded tapes will be used.

11. No background music, special backgrounds or special effects will be allowed.

12. The Administration will be given a time slot at the end of the Candidate Presentations to present any Voters Guide information pertaining to Special Election question(s), along with explanations in both English and Spanish, if needed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize, subject to the conditions stated specifically in this Resolution, the Administration to videotape and air on MBTV the Mayor and Groups IV, V, and VI Commission Candidate Presentations for the November 3, 2015 General Election.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/1/15 Date

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ATTACHMENT "A"

Schedule to be adjusted after qualifying.

REHEARSAL

Thursday, September 24, 2015

Seat	Arrival *	Start	End
Mayor			
	8:30 AM	8:45 AM	9:45 AM
	9:45 AM	10:00 AM	11:00 AM
Group IV			
	11:00 AM	11:15 AM	12:15 PM
	1:15 PM	1:30 PM	2:30 PM
	2:30 PM	2:45 PM	3:45 PM

Friday, September 25, 2015

Continued	Arrival *	Start	End
Group V			
	8:30 AM	8:45 AM	9:45 AM
	9:45 AM	10:00 AM	11:00 AM
	11:00 AM	11:15 AM	12:15 PM
Group VI			
	1:15 PM	1:30 PM	2:30 PM
	2:30 PM	2:45 PM	3:45 PM
	3:45 PM	4:00 PM	5:00 PM
	5:00 PM	5:15 PM	6:15 PM

LIVE

Thursday, October 01, 2015

Seat	Arrival *	Expected Record time
Mayor		
	8:45 AM	9:00 AM
	9:05 AM	9:20 AM
Group IV		
	9:25 AM	9:40 AM
	9:45 AM	10:00 AM
	10:05 AM	10:20 AM
Group V		
	10:25 AM	10:40 AM
	10:45 AM	11:00 AM
	11:05 AM	11:20 AM
Group VI		
	11:25 AM	11:40 AM
	11:45 AM	12:00 PM
	12:05 PM	12:20 PM
	12:25 PM	12:40 PM

* Candidates are to report to the Office of the City Clerk at the scheduled arrival time.
The Office of the City Clerk is located at 1700 Convention Center Drive, First Floor, Miami Beach, Florida.

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OFFICE OF THE CITY ATTORNEY
RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: **Mayor Philip Levine**
Members of the City Commission

CC: **Jimmy Morales, City Manager**
Rafael E. Granado, City Clerk

FROM: **Raul J. Aguila, City Attorney** RJA

DATE: **July 8, 2015**

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, REPEALING RESOLUTION NOS. 91-20386, 91-20421, AND 2015-28961, AS MORE SPECIFICALLY SET FORTH HEREIN, DUE TO THE PASSAGE OF ORDINANCE NO. _____ WHICH SUPERCEDES IN WHOLE, OR IN PART, SAID RESOLUTIONS REGARDING CITY COMMISSION MEETING PROCEDURES, REQUIREMENTS, AND POLICIES.**

The attached Resolution is a companion item to R5H. Item R5H concerns an Ordinance sponsored by Commissioner Jonah Wolfson that amends Chapter 2 of the City Code to incorporate and unify all City Commission meeting and agenda requirements and procedures into the City Code that are currently established in various City Resolutions, and to provide additional requirements within the City Code that foster greater efficiency with regard to the conducting of City business at City Commission meetings. Specifically, the Ordinance included in item R5H sets forth requirements and procedures for City Commission meetings and agendas that codify existing procedures in Resolution Nos. 91-20386, 91-20421 and 2015-28961. The adoption of the attached Resolution will repeal the above-referenced Resolutions to the extent that they contain requirements and procedures that have now been adopted within the City Code.

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Agenda Item R7W
Date 7-8-15

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, REPEALING RESOLUTION NOS. 91-20386, 91-20421, AND 2015-28961, AS MORE SPECIFICALLY SET FORTH HEREIN, DUE TO THE PASSAGE OF ORDINANCE NO. _____ WHICH SUPERCEDES IN WHOLE, OR IN PART, SAID RESOLUTIONS REGARDING CITY COMMISSION MEETING PROCEDURES, REQUIREMENTS, AND POLICIES.

WHEREAS, on July 8, 2015 the City Commission passed and adopted Ordinance No. _____ which incorporated various City Commission meeting procedures and requirements into Article II of Chapter 2 of the City Code including agenda submissions schedules, the adding of emergency items to City Commission meeting agendas, the procedures and requirements for presentations and awards meetings, and the adoption of Robert's Rules of Order as the parliamentary procedure for City Commission meetings; and

WHEREAS, due to the adoption of Ordinance No. _____, Resolution No. 91-20386, which adopted Robert's Rules of Order for meetings of the City Commission and of appointed City bodies should be repealed to the extent that it is superseded by Ordinance No. _____ with regard to meetings of the City Commission, but shall remain in effect with regard to meetings of appointed bodies of the City such as citizen committees; and

WHEREAS, Resolution No. 91-20421 (which established agenda submission requirements and the addition of emergency matters to City Commission agendas by a 5/7th vote) and Resolution No. 2015-28961 (which established a policy that City Commission meeting agendas includes sufficient detail for matters to be evaluated in a reasonable and timely manner) should be repealed as they are superseded in their entirety by Ordinance No. _____.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA hereby repeal Resolution Nos. 91-20386, 91-20421, and 2015-28961, as more specifically set forth herein, due to the passage of Ordinance No. _____ which supersedes in whole, or in part, said Resolutions regarding City Commission meeting procedures, requirements, and policies.

PASSED and **ADOPTED** this _____ day of _____, 2015.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

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City Attorney — Date 7/1/15

R9

NEW BUSINESS
AND
COMMISSION REQUESTS

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

From: Rafael E. Granado, City Clerk

Date: July 8, 2015

Subject: BOARDS AND COMMITTEES

ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

ANALYSIS:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC	Page #
Ad Hoc Committee Centennial Celebration	7	Commissioner Jonah M. Wolfson	1	1
Affordable Housing Advisory Committee	18	City Commission	6	2
Budget Advisory Committee	9	City Commission	1	9
Committee for Quality Education in Miami Beach	9	City Commission	2	10
Design Review Board	8	City Manager Jimmy L. Morales	1	14
Disability Access Committee	14	Commissioner Micky Steinberg	1	16
Health Advisory Committee	12	City Commission	2	17
Hispanic Affairs Committee	7	Commissioner Micky Steinberg	1	19
Housing Authority	5	Mayor Philip Levine	1	21
LGBT Advisory Committee	15	Commissioner Deede Weithorn	1	22
Marine and Waterfront Protection Authority	14	Commissioner Ed Tobin	1	23
		Mayor Philip Levine	1	23
Mayor's Ocean Drive Task Force	9	Mayor Philip Levine	1	27
Miami Beach Commission For Women	21	Commissioner Ed Tobin	2	28

Agenda Item R9A
Date 7-8-15

Miami Beach Cultural Arts Council	11	City Commission	1	30
Miami Beach Human Rights Committee	11	Mayor Philip Levine	2	31
Parks and Recreational Facilities Board	13	City Commission	1	35
Police/Citizens Relations Committee	15	Mayor Philip Levine	1	39
		Commissioner Ed Tobin	1	39
		Commissioner Jonah M. Wolfson	1	39
Production Industry Council	7	Mayor Philip Levine	1	41
Transportation, Parking, Bicycle-Pedestrian Facilities Committee	7	Mayor Philip Levine	1	43
Visitor and Convention Authority	7	City Commission	1	45

VACANCY REPORT

Appointor Name	Board Name	Vacancy	Total Members
City Commission			
	Affordable Housing Advisory Committee	6	18
	Budget Advisory Committee	1	9
	Committee for Quality Education in Miami Beach	2	9
	Health Advisory Committee	2	12
	Miami Beach Cultural Arts Council	1	11
	Parks and Recreational Facilities Board	1	13
	Visitor and Convention Authority	1	7
City Manager Jimmy L. Morales			
	Design Review Board	1	8
Commissioner Deede Weithorn			
	LGBT Advisory Committee	1	15
Commissioner Ed Tobin			
	Marine and Waterfront Protection Authority	1	14
	Miami Beach Commission For Women	2	21
	Police/Citizens Relations Committee	1	15
Commissioner Jonah M. Wolfson			
	Ad Hoc Committee Centennial Celebration	1	7
	Police/Citizens Relations Committee	1	15
Commissioner Micky Steinberg			
	Disability Access Committee	1	14
	Hispanic Affairs Committee	1	7
Mayor Philip Levine			
	Housing Authority	1	5
	Marine and Waterfront Protection Authority	1	14
	Mayor's Ocean Drive Task Force	1	9
	Miami Beach Human Rights Committee	2	11
	Police/Citizens Relations Committee	1	15
	Production Industry Council	1	7
	Transportation, Parking, Bicycle-Pedestrian Facilities Committee	1	7

Ad Hoc Committee Centennial Celebration

2014-28531

Composition:

The members of this Ad-Hoc Commitee shall have the duty to provide ideas and recommendations pertaining to all matters with respect to events and activities related to the City of Miami Beach Centennial on March 26, 2015, and who shall report to and receive direction from the City Commission, and which shall be comprised of seven (7) members who are direct appointments by the Mayor and City Commission with terms of membership to begin on July 31, 2013 and expiring on July 31, 2015 (subject to earlier or later sunset by the City Commission). Pursuant to Resolution 2014-28531 adopted on March 5, 2014, the committee was extended through July 31, 2015.

City Liaison: Max Sklar

Vacancy:

To replace Jay Dermer	07/31/2015	Commissioner Jonah M. Wolfson

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Carmen (Maria)	Lopez		07/31/2015	Commissioner Micky Steinberg	
Dawn	McCall		07/31/2015	Commissioner Joy Malakoff	
George	Neary		07/31/2015	Commissioner Deede Weithorn	
Ray	Breslin		07/31/2015	Commissioner Michael Grieco	
Reagan	Pace		07/31/2015	Mayor Philip Levine	
Sheila	Duffy-Lehrman		07/31/2015	Commissioner Ed Tobin	

Applicants

Brian Falk

Dr. Barry Ragone

Meryl Wolfson

Applicants

Dennis Mouyios

Lisa Almy

Affordable Housing Advisory Committee

Sec. 2-167

Composition:

The Committee shall consist of eighteen (18) voting members with two-year terms.
Seven (7) members of the Affordable Housing Advisory Committee shall be direct appointments, one made by the Mayor and each Commissioner.
The direct appointee shall either be:
(i) a resident of a locally designated community development target area for a minimum of six months; or
(ii) demonstrate ownership/interest for a minimum of six months in a business established in a locally designated community development target area for a minimum of six months.

The remaining eleven (11) members shall be appointed at-large by a majority vote of the Mayor and City Commission, as follows:

One citizen:
1. One citizen actively engaged in the residential home building industry in connection with affordable housing;
2. One citizen actively engaged in the banking or mortgage banking industry in connection with affordable housing;
3. One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;
4. One citizen actively engaged as an advocate for low-income persons in connection with affordable housing;
5. One citizen actively engaged as a for-profit provider of affordable housing;
6. One citizen actively engaged as a not-for-profit provider of affordable housing;
7. One citizen actively engaged as a real estate professional in connection with affordable housing;
8. One citizen who actively serves on the local planning agency pursuant to Florida Statute §163.3174 (Planning Board member);
9. One citizen who resides within the jurisdiction of the local governing body making the appointments;
10. One citizen who represents employers within the jurisdiction;
11. One citizen who represents essential services personnel, as defined in the local housing assistance plan.

If the City, due to the presence of a conflict of interest by prospective appointees, or other reasonable factor, is unable to appoint a citizen actively engaged in these activities in connection with affordable housing, a citizen engaged in the activity without regard to affordable housing may be appointed.

City Liaison: Richard Bowman

Vacancy:

Vacant	(11) Represents Essential Services Personnel	12/31/2016	City Commission	
To replace Stephanie Berman	(6) Not for Profit	12/31/2016	City Commission	
To replace Jeremy Glazer	(4) Low-Income Advocate	12/31/2015	City Commission	
To replace Frank Kruszewski	(8) Actively Serves on Local Planning Agency	12/31/2016	City Commission	
To replace Robert Saland	(1) Residential Home Building	12/31/2015	City Commission	
To replace David Smith	(3) Represents Areas of Labor In Connection with Affordable Housing	12/31/2015	City Commission	12/31/2020

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Alexander	Orlofsky		12/31/2015	Commissioner Micky Steinberg	12/31/2021
Allison	Stone	(5) For Profit Provider	12/31/2016	City Commission	12/31/2020
David	Smith	(2) Actively Engaged in Banking/Mortgage Industry	12/31/2016	City Commission	12/31/2020
Jane	Hayes		12/31/2015	Commissioner Jonah M. Wolfson	12/31/2021

Boards and Committees Current Members

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Karen	Fryd		12/31/2015	Commissioner Joy Malakoff	12/31/2021
Keren	Bajaroff		12/31/2016	Commissioner Ed Tobin	12/31/2022
Laurence	Herrup TL	(10) Represents Employers With Jurisdiction	12/31/2015	City Commission	12/31/2015
Mayela	Mueller		12/31/2016	Mayor Philip Levine	12/31/2021
Michael	Feldman	(9) Resides with Jurisdiction of Local Governing Body	12/31/2016	City Commission	12/31/2022
Michael	Bernstein		12/31/2015	Commissioner Deede Weithorn	12/31/2021
Seth	Feuer		12/31/2016	Commissioner Michael Grieco	12/31/2021
Suzanne	Hollander	(7) Real Estate Professional	12/31/2015	City Commission	12/31/2019

Applicants

Barbara Gotlinsky

Dale Gratz

Eric Lawrence

Howard Weiss

Joseph Landesman

Juan Rojas

Prakash Kumar

Stephen Bernstein

Applicants

Britta Hanson

Dr. Barry Ragone

Guy Simani

Jordan Nadel

Josephine Pampanas

Lawrence Raab

Stephanie Berman

Art in Public Places Committee

Sec. 82-561

Composition:

Two (2) year term.
Appointed by a minimum of 4 votes.
Seven (7) members to be appointed by a majority of the entire City Commission, and who shall possess a high degree of competence in evaluation of art history and architectural history, art, architecture, sculpture, painting, artistic structure design and other appropriate art media for display or integration in public places.

City Liaison: Dennis Leyva

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Cathy	Byrd		12/31/2016	City Commission	12/31/2019
Chana	Sheldon		12/31/2015	City Commission	12/31/2019
Janda	Wetherington		12/31/2016	City Commission	12/31/2016
Megan	Riley		12/31/2016	City Commission	12/31/2016
Ombretta	Agro Andruff		12/31/2015	City Commission	12/31/2019
Patricia	Frost		12/31/2015	City Commission	12/31/2019
Susan	Caraballo		12/31/2016	City Commission	12/31/2018

Applicants	Applicants
Adrian Gonzalez	Adrienne Krieger
Alexander Orlofsky	Allee Newhoff
Calvin Kohli	Carolyn Baumel
Cindy Brown	Dale Stine
Elizabeth Schwartz	Eric Montes de Oca
Francinelee Hand	Francis Trullenque
Keren Bajaroff	Laura Levey
Leslie Tobin	Marjorie O'Neill-Buttler
Michael McManus	Michelle Ricci
Mirta Limonta	Monica Matteo-Salinas
Scott Robins	Susan Schemer
Vanessa Menkes	Veronica Camacho

Audit Committee

FS 218.391 & 218.39

Composition:

The members of this Committee shall consist of seven (7) voting members, one each to be directly appointed by the Mayor and each City Commissioner. The primary purpose of the Committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in FS 218.39; however, the Audit Committee may serve other audit oversight purposes as determined by the entity's governing body.

Under FS 218.391 the committee shall:

1. Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm;

2. Evaluate proposals provided by qualified firms; and

3. Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services.

City Liaison: James Sutter

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Arthur	Unger	CPA	12/31/2017	Commissioner Joy Malakoff	FS.218.391
Dana	Kaufman	CPA	12/31/2015	Commissioner Ed Tobin	FS.218.391
Deede	Weithorn	CPA	12/31/2015	Commissioner Deede Weithorn	FS.218.391
Marc	Gidney	CPA	12/31/2017	Commissioner Micky Steinberg	FS.218.391
Michael	Weil		12/31/2015	Mayor Philip Levine	FS.218.391
Ronald	Starkman		12/31/2017	Commissioner Michael Grieco	FS.218.391
Sandford	Horwitz		12/31/2015	Commissioner Jonah M. Wolfson	FS.218.391

Beachfront Management Plan Ad-Hoc Advisory Group

Florida Statute §259.032(10)

Composition:

The City of Miami Beach leases the property eastward of the erosion control line (ECL) from the State of Florida. This lease agreement requires the City to submit an updated land management plan every 10 years for the State's approval. The City's land management plan, also known as the City's Beachfront Management Plan, must outline the property's uses, management activities, and planned projects.

In accordance with Section 259.032(10) of the Florida Statutes, the City must create an advisory group of community stakeholders to review the updated Beachfront Management Plan and to provide comments. The advisory group shall include representatives of: the lead land managing agency, the co-managing entities, local private property owners, the appropriate soil and water conservation district, a local conservation organization, and a local elected official.

The terms of the Beachfront Management Plan Ad-Hoc Advisory Group, pursuant to Resolution 2015-29009, shall commence June 1, 2015 and expire on June 1, 2016. At the April 15, 2015 City Commission meeting, the City Commission appointed Commissioner Michael Grieco as the local elected official to the ad-hoc advisory group. The other members of the ad-hoc advisory group shall be as follows:

Representing the lead managing agency: 1) The City's Tourism, Cultural, and Economic Development Department Director, or his designee; 2) The City's Environment and Sustainability Division head, or her designee; 3) The City's Ocean Rescue Division Chief, or his designee.

Representing Miami-Dade County, a co-managing agency: 1) An appointee of the County's Beach Operations program; and 2) An appointee of the County's Beach Re-nourishment program.

Representing the State of Florida, a co-managing agency: 1) An appointee of the Florida Department of Environmental Protection's Coastal Construction Control Line Program.

Representing local private property owners: 1) A member of the Sustainability Committee; 2) The Chairman of the Marine Authority and Waterfront Protection Committee; and 3) An appointee of the Boucher Brothers.

Representing the appropriate soil and water conservation district: 1) An appointee of the South Dade Soil and Water Conservation District.

Representing a local conservation organization: 1) Urban Conservation Director at The Nature Conservancy.
City Liaison: Elizabeth Wheaton

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Greg	Guannel	The Nature Conservancy Urban Conservation Director	06/01/2016		06/01/2016
Lisa	Spadafina	Miami-Dade County's Beach Renourishment Program	06/01/2016		06/01/2016
John	Ripple	Miami-Dade County's Beach Operations Program	06/01/2016		06/01/2016
Elizabeth	Wheaton	Environment & Sustainability Division Head or designee	06/01/2016		
Christian	Lambright	FLA Dept./Environmental Protection's Coastal Construction Control Line	06/01/2016		06/01/2016
Vincent	Canosa	Ocean Rescue Division Chief	06/01/2016		06/01/2016
Steve	Boucher	Boucher Brothers appointee	06/01/2016		06/01/2016
Daniel	Kipnis	Marine Authority & Waterfront Protection Committee Chairman	06/01/2016		06/01/2016

Boards and Committees Current Members

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Max	Sklar	Tourism, Culture & Economic Development Director	06/01/2016		06/01/2016
Michael	Grieco	Local Elected Official			
Steve	Vincenti	Sustainability Committee Member	06/01/2016		06/01/2016

Board of Adjustment

RSA I-2 Sec 118-131

Composition:

Two (2) year term.
Appointed by a 5/7th vote.
Seven (7) voting members composed of two members appointed as citizens at-large and five members shall be appointed from each of the following categories (no more than one per category), namely: Law, Architecture, Engineering, Real Estate Development, Certified Public Accountant, Financial Consultation, and General Business. The members representing the professions of law, architecture, engineering and public accounting shall be duly licensed by the State of Florida; the member representing general business shall be of responsible standing in the community; the member representing the field of financial consultation shall be a Certified Public Accountant, Chartered Financial Analyst, Certified Financial Planner, a Chartered Financial Consultant or investment advisor registered with the Securities and Exchange Commission, or someone recognized as having similar credentials and duly licensed by the State of Florida.

Members shall be appointed for a term of two years by a 5/7th vote of the City Commission. Members of the Board of Adjustment must be either residents of or have their principal place of business in Miami Beach; provided, however, that this amendment shall not affect the term of existing members of the Board of Adjustment.

City Liaison: Michael Belush

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Barton	Goldberg	Financial Advisor	12/31/2015	City Commission	12/31/2019
Bryan	Rosenfeld TL	CPA	12/31/2015	City Commission	12/31/2015
Heidi	Tandy	At-Large	12/31/2015	City Commission	12/31/2019
Larry	Colin	Genereal Business	12/31/2015	City Commission	12/31/2019
Noah	Fox	Real Estate Developer	12/31/2016	City Commission	12/31/2018
Richard	Baron	At-Large	12/31/2016	City Commission	12/31/2022
Richard	Segal	Law	12/31/2016	City Commission	12/31/2022

Applicants

Aaron Davis
Bradley Colmer
David Wieder
Frank Del Vecchio
Ian Bacheikov
Jack Benveniste
Jeffrey Feldman
Jonathan Beloff
Kristen Rosen Gonzalez
Mendy Lieberman
Nelson Fox
Ray Breslin
Seth Frohlich

Applicants

Andres Asion
Brian Ehrlich
Deborah Castillo
Gabriel Paez
Ian Bacheikov
James Silvers
Jessica Conn
Kathleen Phang
Mark Alhadeff
Muayad Abbas
Ray Breslin
Roberta Gould
Victor Ballestas

Budget Advisory Committee

Sec. 2-44

Composition:

Nine (9) members. Seven (7) direct appointments with Mayor and each Commissioner making one (1) appointment.
Two (2) at-large appointments:
one (1) certified public accountant and
one (1) for a financial advisor.

Please see the "Agenda - Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The "Agenda - Agenda Archives" website is located at http://miamibeachfl.gov/cityclerk/scroll.aspx?id=72497

Alternatively, the Releases can be found by going to the City's main portal located at http://miamibeachfl.gov; and under the CITY MEETINGS section, located on the right hand side of the webpage, click on the "Agenda - Agenda Archives" link; thereafter choose the first listed Commission meeting, and click on City Commission At-Large Nominations.

City Liaison: John Woodruff

Vacancy:

To replace Marc Gidney	CPA	12/31/2016	City Commission

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Brian	Harris	Financial Advisor	12/31/2016	City Commission	12/31/2019
David	Lancz		12/31/2016	Commissioner Deede Weithorn	12/31/2018
Dushan	Koller TL		12/31/2015	Commissioner Jonah M. Wolfson	12/31/2015
Jack	Benveniste TL		12/31/2015	Commissioner Joy Malakoff	12/31/2015
John	Gardiner		12/31/2015	Commissioner Michael Grieco	12/31/2016
Jonathan	Fryd		12/31/2015	Mayor Philip Levine	12/31/2021
Julio	Magrisso		12/31/2016	Commissioner Ed Tobin	12/31/2021
Ronald	Starkman		12/31/2016	Commissioner Micky Steinberg	12/31/2021

Applicants	Applicants
Brett Harris	Bryan Rosenfeld
Carl Linder	Dwight Kraai
Elliott Richard Alhadeff	Guy Simani
Jason Witrock	John Bowes
Mario Coryell	Michael Levine
Mirta Limonta	Noah Fox
Rachel Schuster	Regina Suarez
Robert Schwartz	Stephen Zack

Committee for Quality Education in Miami Beach

Sec. 2-190.134

Composition:

The Committee shall consist of fifteen (15) voting members and three non-voting ex-officio members to be comprised as follows.

A representative from each of the following eight schools, selected by the Parent Teacher Association:
North Beach Elementary,
Biscayne Elementary,
Feinberg-Fisher K-8 Center,
South Pointe Elementary,
Nautilus Middle School,
Miami Beach High School,
Ruth K. Broad K-8 Center,
Treasure Island Elementary School,
and seven (7) members of the public with knowledge or expertise with regard to education issues who shall be direct appointments by the Mayor and City Commissioners with no more than three who can be employed or contracted by Miami-Dade County public schools.

The City Commission shall designate two (2) of its members to serve as City Commission liaisons, who shall report to the City Commission actions of the Committee for Quality Education. The City Manager shall further designate a member of City staff to serve as a liaison who shall report the Committee's actions to the City Manager.

City Liaison: Dr. Leslie Rosenfeld

Vacancy:

Vacant	City Commission Designee	12/31/2016	City Commission	

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Betsy	Mateu		12/31/2016	Mayor Philip Levine	12/31/2021
Beverly	Heller		12/31/2015	Commissioner Micky Steinberg	12/31/2016
Judith	Berson-Levinson		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Karen	Rivo TL		12/31/2015	Commissioner Deede Weithorn	12/31/2015
Marina	Aviles		12/31/2016	Commissioner Michael Grieco	12/31/2022
Richard	Hull		12/31/2016	Commissioner Ed Tobin	12/31/2022
Tiffany	Heckler		12/31/2015	Commissioner Jonah M. Wolfson	12/31/2018
Beth	Edwards	PTA Representative-Nautilus Middle School 06.30.15	06/30/2015		
Elisa	Leone	PTA Rep. - Biscayne Elementary 06.30.14	06/30/2015		
Ivette	Birba	PTA Rep.-Feinberg Fisher K-8 06.30.15	06/30/2015		
Jessica	Burns	PTA Rep. South Pointe Elementary 6.30.15	06/30/2015		
John	Aleman	PTA Rep. -North Beach Elementary School 06.30.15	06/30/2015		
Rosa	Neely	PTA Rep. -Treasure Island Elementary 06.30.14	06/30/2015		
Shelley	Groff	PTA Rep.- Miami Beach Sr. High School 06.30.15	06/30/2015		

Boards and Committees Current Members

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Tamar	Oppenheimer	PTA Rep. - Ruth K. Broad K-8 06.30.15	06/30/2015		
Dr. Leslie	Rosenfeld	ACM/City Manager designee			

Applicants

Dr. Elsa Orlandini

Hicham Moujahid

Ivan Montes

Keren Bajaroff

Laurie Kaye Davis

Tashaunda Washington

Applicants

Eric Montes de Oca

Ivan Montes

Joanna-Rose Kravitz

Kristen Rosen Gonzalez

Lynette Long

Committee on the Homeless

Sec. 2-161

Composition:

The Committee shall consist of nine (9) members, three (3) to be appointed by the Mayor and each Commissioner to appoint one (1).

Each member of the Committee shall be selected from membership in an organization such as, but not limited to the following:
Service Providers:
Douglas Gardens Community Mental Health,
Salvation Army,
Better Way,
Miami-Dade County Homeless Trust;
Civic Representation: North Beach (North Beach Development Corporation), 41st Street (Middle Beach Partnership), Lincoln Road(Marketing Council), Washington Avenue (Miami Beach Development Corporation and/or Washington Avenue Task Force), Ocean Drive (Ocean Drive Improvement Association), Collins Avenue (Hotel Association), South Pointe (South Pointe Advisory Board to the Redevelopment Agency); member of the general public with personal experience with homeless issues; CDBG Project Coordinator (ESG Emergency Shelter Grant Provider), City officials, representative from the Police Department and the City Attorney's Office as ex-officio members.

City Liaison: Alexandra Gorfinkel

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Calvin	Kohli		12/31/2016	Commissioner Joy Malakoff	12/31/2022
Daniel	Nagler		12/31/2015	Mayor Philip Levine	12/31/2021
Debra	Schwartz		12/31/2015	Mayor Philip Levine	12/31/2021
Freddy	Funes		12/31/2016	Commissioner Micky Steinberg	12/31/2021
Gail	Harris		12/31/2016	Commissioner Ed Tobin	12/31/2016
Jonathan	Kroner		12/31/2015	Commissioner Michael Grieco	12/31/2017
Lior	Leser		12/31/2016	Commissioner Jonah M. Wolfson	12/31/2021
Monica	Fluke		12/31/2015	Mayor Philip Levine	12/31/2022
Valerie	Navarrete		12/31/2015	Commissioner Deede Weithorn	12/31/2022

Applicants

Dale Gratz

Eda Valero-Figueira

Magui Benitez

Mark Wylie

Muayad Abbas

Rosalie Pincus

Zeiven Beitchman

Applicants

Deborah Robins

Helen Swartz

Marina Aviles

Monica Casanova

Rocio Sullivan

Stephanie Berman

Convention Center Advisory Board

Sec. 2-46

Composition:

The Board shall consist of seven (7) voting members.
The Mayor and each Commissioner shall make one (1) direct appointment.
The Chairperson of the Board of Directors of the Miami Beach Chamber of Commerce or his/her designee shall serve as a non-voting ex-officio member.
The Chairperson of the Board of Directors of the Greater Miami Convention and Visitors Bureau or his designee shall serve as a non-voting ex-officio member.
Administrative representatives from the management group, Greater Miami Convention and Visitors Bureau, and the City Manager's office shall serve as non-voting ex-officio members.

City Liaison: Max Sklar

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Brian	Gilderman		12/31/2016	Mayor Philip Levine	12/31/2022
David	Kahn		12/31/2016	Commissioner Ed Tobin	12/31/2022
Elizabeth	Resnick		12/31/2015	Commissioner Jonah M. Wolfson	12/31/2020
Jacqueline	Hertz		12/31/2015	Commissioner Micky Steinberg	12/31/2021
Jared	Galbut		12/31/2015	Commissioner Deede Weithorn	12/31/2021
Michael	Goldberg		12/31/2016	Commissioner Michael Grieco	12/31/2021
Roger	Abramson		12/31/2015	Commissioner Joy Malakoff	12/31/2016
Ita	Moriarty	Ex-officio, GMCVB Admin. Rep.			
Joshua	Levy	Ex-officio, Chair Bd. Dir. MBCC			
Matt	Hollander	Ex-officio, Global Spectrum Admin. Rep.			

Applicants	Applicants
Barbara Gotlinsky	Carl Linder
Gayle Durham	Howard Weiss
James Weingarten	Jeff Cynamon
Jeff Cynamon	Jeff Cynamon
Karen Brown	Keren Bajaroff
Lawrence Raab	Lee Zimmerman
Mark Wohl	Mark Wylie
Michael Bernstein	Nawaz Gilani
Victor Ballestas	

Design Review Board

Sec. 118.71

Composition:

Two (2) year term.
Appointed by a minimum of 4 votes.
Seven (7) regular members shall consist of:
1. Two architects registered in the United States;
2. An architect registered in the State of Florida or a member of the faculty of the school of architecture, urban planning, or urban design in the State, with practical or academic expertise in the field of design, planning, historic preservation or the history of architecture, or a professional practicing in the fields of architectural design, or urban planning;
3. One landscape architect registered in the State of Florida;
4. One architect registered in the United States, or a professional practicing in the fields of architectural or urban design, or urban planning, or a resident with demonstrated interest or background in design issues; or an attorney in good standing licensed to practice law within the United States; and
5. Two citizens at-large.

One person appointed by the City Manager from an eligibility list provided by the Disability Access Committee shall serve in an advisory capacity with no voting authority. The Planning Director or designee, and the City Attorney or designee, shall serve in an advisory capacity.

Residency and place of business in the county. The two (2) citizens at-large members, one of the registered landscape architects, registered architects, professional designers and/or professional urban planners shall be residents of the City.

City Liaison: Deborah Tackett

Vacancy:

Vacant	Ex-Officio/Disability Access Committee	12/31/2016	City Manager Jimmy L. Morales

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Annabel	Delgado-Harrington	Registered Architect	12/31/2015	City Commission	12/31/2019
Carol	Housen	At-large	12/31/2016	City Commission	12/31/2016
Deena	Bell	Landscape Architect	12/31/2015	City Commission	12/31/2020
Elizabeth	Camargo	Registered Architect	12/31/2015	City Commission	12/31/2019
John	Turchin	At-Large	12/31/2015	City Commission	12/31/2019
Kathleen	Phang	Attorney	12/31/2016	City Commission	12/31/2019
Michael	Steffens	Registered Architect	12/31/2016	City Commission	12/31/2020
Eve	Boutsis	Advisory/City Attorney Designee			
Thomas	Mooney	Advisory/Planning Dept. Director			

Applicants

Andres Asion
Brian Ehrlich
Christina LaBuzetta
Daniel Hertzberg
David Kahn
Francinelee Hand

Applicants

Alexander Orlofsky
Bradley Colmer
Bryan Rosenfeld
Clotilde Luce
David Smith
Deborah Castillo
Jean-Francois Lejeune

Boards and Committees Current Members

Jeffrey Cohen
Jessica Conn
Marina Novaes
Neal Deputy
Richard Baron
Seth Frohlich
Stacy Kilroy
Terry Bienstock
Victor Ballestas
Jeffrey Feldman
Joseph Furst
Matthew Krieger
Nelson Fox
Ruben Conitzer
Seth Wasserman
Suzanne Hollander
Victor Morales

Disability Access Committee

2006-3500 S 2-31

Composition:

The disability access committee shall be composed of 14 voting members; the mayor and each city commissioner shall make two direct appointments. A quorum shall consist of eight members. Formal action of the board shall require at least eight votes. Consideration shall be given, but not be limited to, the following categories:

Persons having mobility impairment;
Deaf and/or hard-of-hearing persons in the community;
Blind and/or vision-impaired persons in the community;
Mental, cognitive or developmental disabilities; and
The industries of tourism and convention, retail, hospitality (restaurant or hotel), and health care (or rehabilitation).
The city attorney's office shall provide legal counsel.
City Liaison: Valeria Mejia

Vacancy:

To replace Susana Maroder-Rivera	12/31/2016	Commissioner Micky Steinberg

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
David	New TL		12/31/2015	Commissioner Deede Weithorn	12/31/2015
David	McCauley		12/31/2016	Commissioner Joy Malakoff	12/31/2020
Dr. Elsa	Orlandini		12/31/2016	Commissioner Michael Grieco	12/31/2021
Dr. Susan	Solman		12/31/2015	Commissioner Deede Weithorn	12/31/2019
Helen	Swartz		12/31/2015	Commissioner Joy Malakoff	12/31/2018
Lawrence	Fuller		12/31/2015	Commissioner Micky Steinberg	12/31/2021
Leif	Bertrand		12/31/2015	Commissioner Jonah M. Wolfson	12/31/2021
Maria	Koller		12/31/2016	Commissioner Jonah M. Wolfson	12/31/2022
Matthew	Meyer		12/31/2015	Commissioner Ed Tobin	12/31/2020
Oliver	Stern		12/31/2016	Commissioner Michael Grieco	12/31/2021
Russell	Hartstein		12/31/2015	Mayor Philip Levine	12/31/2019
Sabrina	Cohen		12/31/2016	Commissioner Ed Tobin	12/31/2017
Wendy	Unger		12/31/2016	Mayor Philip Levine	12/31/2016

Applicants

Allison Stone

Jarred Relling

Zachary Cohen

Applicants

Britta Hanson

Rafael Trevino

Health Advisory Committee

Sec. 2-81 2002-3358

Composition:

Eleven (11) voting members appointed by the City Commission at-large upon recommendations of the City Manager:
One (1) member shall be the Chief Executive Officer (CEO's) or a designated administrator from Mount Sinai Medical Center;
One (1) member shall be the Chief Executive Officer (CEO) from Miami Beach Community Health Center or his/her designee administrator;
Two (2) members shall be an administrator from an Adult Congregate Living Facility (ACLF), and/or an Assisted Living Facility (ALF);
One (1) member shall be a representative from the nursing profession;
One (1) member shall be a health benefits provider;
Two (2) members shall be physicians;
Two (2) members shall be consumers consisting of:
1. One (1) individual from the corporate level and;
2. One (1) private individual;

One member shall be a physician or an individual with medical training or experience.

There shall be one (1) non-voting ex-officio representative from each of the following: The Miami-Dade County Health Department, the Health Council of South Florida, and the Fire Rescue Department. The director of the Office of the Children's Affairs shall be added as a non-voting ex-officio member of the board.

City Liaison: Sonia Bridges

Vacancy:

Vacant	Ex-Officio Fire Rescue Department	12/31/2018	
To replace Dr. David Farcy	Private Individual	12/31/2015	City Commission
To replace Anthony Japour	ACLF	12/31/2015	City Commission

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Dr. Todd	Narson	Health Provider	12/31/2015	City Commission	12/31/2016
Jeremy	Green	Physician	12/31/2016	City Commission	12/31/2019
Marisel	Losa	Ex-Officio, Miami-Dade County Health Department	12/31/2016	City Commission	
Mark	Rabinowitz	CEO, Miami Beach Community Health	12/31/2016	City Commission	
Rachel	Schuster	ACLF	12/31/2016	City Commission	12/31/2016
Richard	Awdeh	Corporate Individual	12/31/2015	City Commission	12/31/2020
Richard	Cuello-Fuentes	Physician	12/31/2016	City Commission	12/31/2022
Stacey	Kruger	Physician	12/31/2016	City Commission	12/31/2016
Steven	Sonenreich	CEO, Mt. Sinai Medical Center (NTL)	12/31/2016	City Commission	12/31/2020
Tobi	Ash TL	Nursing Profession	12/31/2015	City Commission	12/31/2015
Maria	Ruiz	Ex-Officio, Director of Children's Affairs			

Applicants	Applicants
Christine Butler	Jared Plitt
Kara White	Maura Shiffman
Michael Hall	Zachary Cohen

Health Facilities Authority Board

Sec. 2-111

Composition:

Four (4) year terms.
Five (5) members shall consist of:
Two (2) health providers;
One (1) individual in the field of general business who possesses good standing in the community;
One (1) accountant; and
One (1) attorney;
The Chairperson of the Health Advisory Board shall serve as a non-voting advisor to the Authority. Members shall be residents of the City.
Florida Statute 154.207 No term Limits.

City Liaison: Patricia Walker

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Arthur	Unger	Accountant	06/19/2016	City Commission	FS.154.207
Mark	Sinnreich	Health Provider	06/19/2016	City Commission	FS.154.207
Michael	Hall	Health Provider	06/19/2018	City Commission	FS.154.207
Robert	Hertzberg	Attorney	06/19/2017	City Commission	FS.154.207
Sidney	Goldin	General Business	06/19/2018	City Commission	FS.154.207
Steven	Sonenreich	Chairperson, Health Advisory Board	12/31/2016		FS.154.207

Applicants

David Berger

Dr. Elsa Orlandini

Richard Cuello-Fuentes

Zachary Cohen

Applicants

Dr. David Farcy

Rachel Schuster

Rosalie Pincus

Hispanic Affairs Committee

Sec. 2-190.21

Composition:

The Committee shall consist of seven (7) members, with the Mayor and each Commissioner making one (1) appointment.

City Liaison: Nannette Rodriguez

Vacancy:

To replace David Cardenas	12/31/2016	Commissioner Micky Steinberg	12/31/2021

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Alex	Fernandez		12/31/2015	Commissioner Deede Weithorn	12/31/2021
Ana Cecilia	Velasco		12/31/2016	Commissioner Michael Grieco	12/31/2021
Antonio	Purrinos		12/31/2016	Commissioner Jonah M. Wolfson	12/31/2016
Christina	LaBuzetta		12/31/2016	Mayor Philip Levine	12/31/2021
Francis	Trullenque TL		12/31/2015	Commissioner Ed Tobin	12/31/2015
Veronica	Camacho		12/31/2015	Commissioner Joy Malakoff	12/31/2021

Applicants

David Cardenas

Israel Sands

Leonor Fernandez

Regina Suarez

Applicants

Eneida Mena

Josephine Pampanas

Rafael Trevino

Historic Preservation Board

Sec. 118-101

Composition:

Two (2) year term, appointed by a minimum of four (4) votes.
Seven (7) members with one member from each of the following categories:
1. A representative from the Miami Design Preservation League (MDPL) selected from three names nominated by the League;
2. A representative from Dade Heritage Trust (DHT) selected from three names nominated by the Trust;
3. Two at-large members who have resided in one of the City's historic districts for at least one year, and have demonstrated interest and knowledge in architectural or urban design and the preservation of historic buildings;
4. An architect registered in the State of Florida with practical experience in the rehabilitation of historic structures;
5. An architect registered in the United States, a landscape architect registered in the State of Florida, a professional practicing in the field of architectural or urban design or urban planning, each of the foregoing with practical experience in the rehabilitation of historic structures; or an attorney at law licensed to practice in the United States, or an engineer licensed in the State of Florida, each of the foregoing with professional experience and demonstrated interest in historic preservation;
6. A member of the faculty of a school of architecture in the State of Florida, with academic expertise in the field of design and historic preservation or the history of architecture, with a preference for an individual with practical experience in architecture and the preservation of historic structures.
All members of the Board except the architect, engineer, landscape architect, professional practicing in the field of architectural or urban design or urban planning and university faculty members of the Board, shall be residents of the City; however, the City Commission may waive this requirement by a 5/7th vote, in the event a person not meeting these residency requirements is available to serve on the Board and is exceptionally qualified by training and/or experience in historic preservation matters.

City Liaison: Deborah Tackett

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
David	Wieder TL	Attorney	12/31/2015	City Commission	12/31/2015
Dominique	Bailleul	At Large	12/31/2016	City Commission	12/31/2016
Herb	Sosa TL	At Large	12/31/2015	City Commission	12/31/2015
Jane	Gross	Dade Heritage	12/31/2016	City Commission	12/31/2016
John	Stuart	Registered Architect	12/31/2015	City Commission	12/31/2019
Scott	Needelman	MDPL	12/31/2016	City Commission	12/31/2020
Wyn	Bradley	Faculty Member	12/31/2015	City Commission	12/31/2019

Applicants	Applicants
Andrew Nelson	Bradley Colmer
Deborah Castillo	Dona Zemo
Dr. Morris Sunshine	Elizabeth Camargo
Jean-Francois Lejeune	Jeffrey Cohen
Jennifer Lampert	Kathleen Phang
Marina Novaes	Mark Alhadeff
Michael Steffens	Neal Deputy
Raymond Adrian	Samuel Rabin, Jr.
Stephen Sauls	William Lane

Housing Authority

Reso 7031 421.05 FS

Composition:

Four year appointment.
Five (5) members appointed by the Mayor.
Appointments must be confirmed by the City Commission.
At least one (1) member shall be a resident who is current in rent in a housing project, or a person of low or very low income who resides within the Housing Authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the Housing Authority, which member shall be appointed at the time a vacancy exists.

City Liaison: Maria Ruiz

Vacancy:

To replace Raymond Adrian	Housing Authority Commissioner	12/31/2016	Mayor Philip Levine

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Dr. Barry	Ragone	Housing Authority Commissioner	10/11/2017	Mayor Philip Levine	10/11/2021
Eugenio	Cabreja	Tenant Commissioner	10/11/2016	Mayor Philip Levine	10/11/2018
Leonor	Fernandez	Housing Authority Commissioner	10/11/2017	Mayor Philip Levine	10/11/2021
Peter	Chevalier	Housing Authority Commissioner	10/11/2015	Mayor Philip Levine	10/11/2019

Applicants

Barbara Gotlinsky

Jay Dermer

Stanley Shapiro

Applicants

Christina LaBuzetta

Prakash Kumar

Stephen Bernstein

LGBT Advisory Committee

2015-3931

Composition:

The Committee shall consist of fifteen (15) voting members, with three (3) members to be directly appointed by the Mayor, and two (2) members to be directly appointed by each City Commissioner. Notwithstanding the preceding sentence, the initial membership of the Committee shall be comprised of those current members of the Mayor's Gay Business Development Committee, choosing to serve on the Committee, with any additional members (as required to complete the total number of members of the Committee) to be appointed at-large by a majority vote of the City Commission.

City Liaison: Daphne Saba

Vacancy:

To replace Marivi Iglesias	12/31/2015	Commissioner Deede Weithorn	12/31/2018

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Chad	Richter		12/31/2016	Commissioner Ed Tobin	12/31/2016
Cindy	Brown		12/31/2015	Commissioner Jonah M. Wolfson	12/31/2019
Dale	Stine		12/31/2016	Commissioner Jonah M. Wolfson	12/31/2017
David	Leeds		12/31/2016	Mayor Philip Levine	12/31/2021
Edison	Farrow		12/31/2015	Commissioner Micky Steinberg	12/31/2016
Elizabeth	Schwartz		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Gayle	Durham		12/31/2015	Commissioner Michael Grieco	12/31/2022
James	Weingarten		12/31/2016	Commissioner Ed Tobin	12/31/2022
Jorge	Richa		12/31/2015	Mayor Philip Levine	12/31/2017
Laura	Veitia		12/31/2016	Commissioner Michael Grieco	12/31/2016
Mark	Wylie		12/31/2015	Mayor Philip Levine	12/31/2021
Michael	Bath		12/31/2016	Commissioner Micky Steinberg	12/31/2017
Nelida	Barrios		12/31/2016	Commissioner Deede Weithorn	12/31/2016
Thomas	Barker		12/31/2015	Commissioner Joy Malakoff	12/31/2016

Applicants

Eric Hirsch

Karen Brown

Rafael Trevino

Ronald Wolff

Stephen Fox, Jr.

Walker Burttschell

Applicants

Jarred Relling

Otiss (Arah) Lester

Rebecca Boyce

Ronald Wolff

Steven Adkins

Marine and Waterfront Protection Authority

Sec. 2-190.46

Composition:

The Marine and Waterfront Protection Authority shall consist of fourteen (14) voting members, who shall be direct appointments with the Mayor and City Commissioners, each having two (2) direct appointments.

Appointments to the Authority shall consist of a combination of individuals who have had previous experience in:
1. The operation or inspection of marine facilities, including experience in various types of marine vessels and boating activities; and/or
2. Who have an interest in preservation of the City's beaches and waterfronts.
The members of the Authority shall have the right and duty to consult with any member of the City Administration for technical or other information pertaining to the matters before them.

City Liaison: Mercedes Carcasses

Vacancy:

To replace William Cahill	12/31/2015	Commissioner Ed Tobin
To replace Monica Casanova	12/31/2016	Mayor Philip Levine

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Addison	Sammet		12/30/2015	Commissioner Deede Weithorn	12/31/2021
Albert	Parron		12/30/2015	Mayor Philip Levine	12/31/2021
Barbara	Herskowitz		12/31/2015	Commissioner Micky Steinberg	12/31/2021
Christian	De La Iglesia		12/31/2016	Commissioner Micky Steinberg	12/31/2022
Daniel	Kipnis		12/31/2015	Commissioner Jonah M. Wolfson	12/31/2016
Dr. Morris	Sunshine		12/31/2016	Commissioner Michael Grieco	12/31/2021
Dr. Ronald	Shane		12/31/2015	Commissioner Joy Malakoff	12/31/2021
Lizette	Lopez		12/31/2016	Commissioner Jonah M. Wolfson	12/31/2022
Manon "Marie"	Hernandez		12/31/2016	Commissioner Deede Weithorn	12/31/2022
Robert	Christoph, Jr.		12/31/2016	Commissioner Michael Grieco	12/31/2022
Robert	Schwartz		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Sasha	Boulanger		12/31/2015	Commissioner Ed Tobin	12/31/2018
Stg. Luis	Sanchez	ex-officio MB Marine Patrol			

Applicants	Applicants
Adrian Gonzalez	Eric Lawrence
Jeff Cynamon	Jeff Cynamon
Jeff Cynamon	Jennifer Lampert
Joel Aberbach	John Kanter
Julio Magrisso	Mayela Mueller
Michael Ritger	Michael Hall
Michael Levine	Michael Hall
Stephen Bernstein	Yael Sade

Mayor's Blue Ribbon Panel on Flooding and Sea Rise

Sec. 2-23 (b)

Composition:

The Mayor's Blue Ribbon Panel on Flooding Mitigation is created pursuant to the Mayor's authority to establish Blue Ribbon Panels under Section 2-23(b) of the City Code. The Panel shall have the purpose of overseeing the City's response to flooding, including storm water and the effects of sea level rise, and assisting with the implementation of a comprehensive flood management plan for the City of Miami Beach.

The Panel shall initially consist of three (3) members, all of whom shall be appointed by the Mayor to serve for a term of one (1) year.

The membership of the Panel may be increased to five (5) total members, at the discretion of the Mayor.

City Liaison: Bruce Mowry

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Dr. Michael	Phang TL		11/17/2015	Mayor Philip Levine	11/17/2015
Dwight	Kraai TL		11/17/2015	Mayor Philip Levine	11/17/2015
Scott	Robins TL		11/17/2015	Mayor Philip Levine	11/17/2015

Applicants

Ruben Conitzer

Applicants

Stephen Sauls

Mayor's Blue Ribbon Panel on North Beach Revitalization

Sec. 2-23 (b)

Composition:

The Mayor's Blue Ribbon Panel on North Beach Revitalization is created pursuant to the Mayor's authority to establish Blue Ribbon Panels under Section 2-23(b) of the City Code. The Panel shall have the purpose of overseeing the City's North Beach Revitalization consistent with the North Beach Master Plan.

The Panel shall initially consist of three (3) members, all of whom shall be appointed by the Mayor to serve for a term of one (1) year.

The membership of the Panel may be increased to five (5) total members, at the discretion of the Mayor.

City Liaison: Jeff Oris

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Daniel	Veitia		03/02/2016	Mayor Philip Levine	03/02/2016
Margueritte	Ramos		03/02/2016	Mayor Philip Levine	03/02/2016
Ricky	Arriola		03/02/2016	Mayor Philip Levine	03/02/2016

Applicants **Applicants**

Brian Gilderman

Mayor's Blue Ribbon Panel on Washington Avenue

Sec. 2-23(b)

Composition:

The Mayor's Blue Ribbon Panel on Washington Avenue is created pursuant to the Mayor's authority to establish Blue Ribbon Panels under Section 2-23(b) of the City Code. The Panel shall have the purpose of overseeing the City's initiatives and efforts to revitalize Washington Avenue from 5th Street to Lincoln Road.

The Panel shall inititally consist of (4) members, all of whom shall be appointed by the Mayor to serve for a term of one (1) year. The membership of the Panel may be increased to five (5) total members, at the discretion of the Mayor.

City Liaison: Rogelio Madan

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Brian	Falk TL		07/09/2015	Mayor Philip Levine	07/09/2015
Eric	Lawrence TL		07/09/2015	Mayor Philip Levine	07/09/2015
Lyle	Stern TL		07/09/2015	Mayor Philip Levine	07/09/2015
Saul	Gross TL		07/09/2015	Mayor Philip Levine	07/09/2015

Applicants

Andrew Nelson

Applicants

Mayor's Ocean Drive Task Force

Section 2-27(b)(2)

Composition:

The Task Force shall consist of no more than nine (9) members, all of whom shall be appointed by the Mayor to serve for a term of 90 days. The "Task Force," shall have the purpose of studying and making recommendations as to how to improve the experience for residents and visitors on Ocean Drive from 5th to 15th Street.
City Liaison: Jeff Oris

Vacancy:

To replace Frank Kruszewski TL	08/31/2015	Mayor Philip Levine	08/31/2015

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Frank	Amadeo TL		08/31/2015	Mayor Philip Levine	08/31/2015
Alex	Tonarelli TL		08/31/2015	Mayor Philip Levine	08/31/2015
Jonathan	Bennett TL		08/31/2015	Mayor Philip Levine	08/31/2015
Jonathan	Plutzik TL		08/31/2015	Mayor Philip Levine	08/31/2015
Steve	Boucher TL		08/31/2015	Mayor Philip Levine	08/31/2015
Joyce	Garret TL		08/31/2015	Mayor Philip Levine	08/31/2015
Mitch	Novick TL		08/31/2015	Mayor Philip Levine	08/31/2015
Reagan	Pace TL		08/31/2015	Mayor Philip Levine	08/31/2015
Nicholas	Kallergis	Liaison Alternate			
Ricardo	Dopico TL	Alternate	08/31/2015	Mayor Philip Levine	08/31/2015

Applicants

Alessandro Tonarelli

Applicants

Ricardo Dopico

Miami Beach Commission For Women

2007-3570 S 2190-1

Composition:

Twenty-one (21) members.
Each of the seven (7) members of the City Commission shall appoint three (3) members.

City Liaison: Leonor Hernandez

Vacancy:

To replace Gertrude Arfa	12/31/2016	Commissioner Ed Tobin
To replace Nikki Weisburd	12/31/2016	Commissioner Ed Tobin

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Adrienne	Krieger		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Carrie	Wiesenfeld		12/31/2016	Commissioner Michael Grieco	12/31/2021
Debra (Debi)	Quade		12/31/2015	Commissioner Micky Steinberg	12/31/2019
Dona	Zemo		12/31/2016	Mayor Philip Levine	12/31/2021
Dr. Corey	Narson		12/31/2015	Commissioner Micky Steinberg	12/31/2021
Francinelee	Hand		12/31/2015	Commissioner Joy Malakoff	12/31/2016
Heather	Davis		12/31/2015	Commissioner Ed Tobin	12/31/2021
Jessica	Conn		12/31/2016	Commissioner Jonah M. Wolfson	12/31/2019
Jill	Shockett		12/31/2016	Commissioner Joy Malakoff	12/31/2022
Karen	Edelstein TL		12/31/2015	Commissioner Micky Steinberg	12/31/2015
Laurie Kaye	Davis		12/31/2016	Commissioner Jonah M. Wolfson	12/31/2021
Leslie	Coller TL		12/31/2015	Commissioner Deede Weithorn	12/31/2015
Lindsay	Genet		12/31/2016	Commissioner Michael Grieco	10/31/2021
Mercedes	Carlson		12/31/2015	Commissioner Michael Grieco	12/31/2018
Regina	Suarez		12/31/2015	Commissioner Jonah M. Wolfson	12/31/2017
Regina	Berman		12/31/2016	Mayor Philip Levine	12/31/2017
Roberta	Gould TL		12/31/2015	Commissioner Deede Weithorn	12/31/2015
Tiffany	Lapciuc		12/31/2015	Mayor Philip Levine	12/31/2017
Vanessa	Menkes		12/31/2015	Commissioner Deede Weithorn	12/31/2020

Applicants

Allee Newhoff
Bonnie Crabtree
Christina LaBuzetta
Eda Valero-Figueira
Eneida Mena
Jenifer Caplan
Joanna Popper
Joyce Garret

Applicants

Barbara Kaufman
Britta Hanson
Dale Gratz
Elizabeth Resnick
Helen Swartz
Jennifer Lampert
Josephine Pampanas
Laura Levey

Boards and Committees Current Members

Lynette Long

Marjorie O'Neill-Buttler

Monica Matteo-Salinas

Pan Rogers

Rebecca Boyce

Samantha Bratter

Tashaunda Washington

Marina Aviles

Meryl Wolfson

Monica Casanova

Patricia Valderrama

Rocio Sullivan

Tamra Sheffman

Miami Beach Cultural Arts Council

Sec. 2-55

Composition:

The cultural arts council shall consist of eleven (11) members to be appointed at large by a majority vote of the mayor and city commission. The members of the Council shall be appointed at-large by majority vote of the Mayor and City Commission. The term of office for each member shall be three (3) years. Additionally, effective December 31, 2002, no Council member may serve more than six consecutive years; this provision shall be measured retroactively from the date of the initial appointments to the Council. No Council member who serves the maximum proscribed term limitations shall be appointed to the Council during the two year period following the expiration of his/her term.

City Liaison: Gary Farmer

Vacancy:

To replace Gregory Melvin	12/31/2017	City Commission

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Beatrice	Hornstein TL		12/31/2015	City Commission	12/31/2015
Charles	Million		12/31/2016	City Commission	12/31/2017
Dale	Gratz		12/31/2016	City Commission	12/31/2020
Daniel	Novela TL		12/31/2015	City Commission	12/31/2015
Dawn	McCall		12/31/2016	City Commission	02/11/2020
Israel	Sands		12/31/2016	City Commission	12/31/2020
Marjorie	O'Neill-Buttler TL		12/31/2015	City Commission	12/31/2015
Merle	Weiss		12/31/2015	City Commission	12/31/2017
Samuel	Rabin, Jr.		12/31/2016	City Commission	12/31/2020
Susan	Schemer		12/31/2016	City Commission	12/31/2019

Applicants

Allee Newhoff
Bradley Ugent
Dr. Daniel Nixon
Elliott Richard Alhadeff
Ivan Montes
Jenna Ward
Joanna Popper
Kevin Kelsick
Marian Del Vecchio
Michael McManus
Monica Matteo-Salinas
Pedro Menocal
Ray Breslin
Wesley Castellanos

Applicants

Andrew Nelson
Calvin Kohli
Eleanor Ellix
Eugenio Cabreja
Janda Wetherington
Jill Shockett
Kara White
Lynette Long
Mark Balzli
Monica Harvey
Otiss (Arah) Lester
Ray Breslin
Vanessa Menkes

Miami Beach Human Rights Committee

2010-3669

Composition:

The Committee shall consist of a minimum of five (5) and a maximum of eleven (11) members, with one (1) out of every five (5) members to be a direct appointment by the Mayor, and with the remaining members to be at-large appointments of the City Commission.

The members of the Committee shall reflect, as nearly as possible, the diversity of individuals protected under the City's Human Rights Ordinance. In keeping with this policy, not less than two (2) months prior to making appointments or re-appointments to the Committee, the City Manager shall solicit nominations from as many public service groups and other sources, which he/she deems appropriate, as possible.

At least one (1) of the Committee members shall possess, in addition to the general qualifications set forth herein for members, a license to practice law in the State of Florida; be an active member of and in good standing with the Florida Bar, and have experience in civil rights law. The attorney member shall also serve as Chair of the Committee.

City Liaison: Marcia Monserrat

Vacancy:

To replace Jay Dermer	12/31/2016	Mayor Philip Levine	12/31/2022
To replace David Mardini	12/31/2016	Mayor Philip Levine	12/31/2022

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Alan	Fishman	Law	12/31/2015	City Commission	12/31/2016
Amy	Rabin		12/31/2016	City Commission	12/31/2019
Bradley	Ugent		12/31/2015	City Commission	12/31/2018
Carl	Linder		12/31/2016	City Commission	12/31/2020
Ivan	Cano		12/31/2015	City Commission	12/31/2019
Monica	Harvey		12/31/2016	City Commission	12/31/2018
Rachel	Umlas		12/31/2016	City Commission	12/31/2018
Walker	Burttschell		12/31/2015	City Commission	12/31/2016
William	Warren Jr.		12/31/2015	City Commission	12/31/2019

Applicants

Andrea Travaglia

David Mardini

Dr. Andrew Nullman

Ivan Montes

Jay Dermer

Michael Levine

Stephen Fox, Jr.

Applicants

Christine Butler

Deborah Robins

Hicham Moujahid

Jarred Relling

Lisa Almy

Rafael Leonor

Miami Beach Sister Cities Program

Sec. 2-181

Composition:

The Coordinating Council is the governing body of the overall Sister Cities Program. The Council shall consist of:
1. One (1) representatives per Sister City affiliation; and
2. Nine (9) other members.
All of these members are appointed by the Mayor.
The members of the Coordinating Council shall be persons who are interested in furthering the purpose of the Program. Any person interested in furthering the purpose of the Program may become a member of an individual Sister City Committee upon approval by the Coordinating Council. To qualify, the person shall present a resume and a letter of interest to the Committee Chairperson.

These members are appointed by the Mayor of the City of Miami Beach for two (2) years.
City Liaison: Dessiree Kane

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Carolyn	Baumel	Brampton, Canada	12/31/2015	Mayor Philip Levine	12/31/2021
Deborah	Robins	Almonte, Spain	12/31/2015	Mayor Philip Levine	12/31/2021
Faye	Goldin	Basel, Switzerland	12/31/2015	Mayor Philip Levine	12/31/2021
George	Neary	Other	12/31/2016	Mayor Philip Levine	12/31/2016
Guy	Simani	Rio de Janeiro, Brazil	12/31/2016	Mayor Philip Levine	12/31/2021
Harvey	Burstein	Fujisawa, Japan	12/31/2015	Mayor Philip Levine	12/31/2021
Howard	Weiss	Other	12/31/2016	Mayor Philip Levine	12/31/2021
Jacquelynn	Powers	Nahariya, Israel	12/31/2016	Mayor Philip Levine	12/31/2021
Jessica	Londono	Other	12/31/2015	Mayor Philip Levine	12/31/2021
Joyce	Garret	Ica, Peru	12/31/2016	Mayor Philip Levine	12/31/2021
Laura	Colin	Other	12/31/2015	Mayor Philip Levine	12/31/2022
Lidia	Resnick	Santa Marta, Colombia	12/31/2016	Mayor Philip Levine	12/31/2021
Lisa	Desmond	Other	12/31/2015	Mayor Philip Levine	12/31/2021
Magui	Benitez	Other	12/31/2015	Mayor Philip Levine	12/31/2021
Maria	Maltagliati	Fortaleza, Brazil	12/31/2016	Mayor Philip Levine	12/31/2021
Michelle	Ricci	Pescara, Italy	12/31/2015	Mayor Philip Levine	12/31/2021
Nuccio	Nobel	Cozumel, Mexico	12/31/2015	Mayor Philip Levine	12/31/2016
Omar	Caiola	Other	12/31/2016	Mayor Philip Levine	12/31/2021
Samantha	Bratter	Other	12/31/2016	Mayor Philip Levine	12/31/2021
Steven	Adkins	Other	12/31/2016	Mayor Philip Levine	12/31/2022

Applicants

Bernardo Collado
Christopher Pace
Darin Feldman
Elizabeth Camargo
Israel Sands
Joseph Hagen
Monica Fluke
Rebecca Boyce

Applicants

Charles Million
Christopher Todd
Dr. Andrew Nullman
Gabriel Paez
Jared Plitt
Laura Levey
Raymond Adrian
Rocio Sullivan

Tamra Sheffman

Wesley Castellanos

Tiffany Heckler

Normandy Shores Local Government Neighborhood Improvement

Sec 34-175

Composition:

The Advisory Council shall be appointed by the Board of Directors (City Commission) and composed of three members of the Executive Committee of the Normandy Shores Homeowners Association. On behalf of the Board of Directors, the City Clerk shall solicit from the Executive Committee the eligibity list of its members for appointment consideration. The Advisory Council shall be composed of three (3) members of the Executive Committee of the Normandy Shores Homeowners Association, as per Resolution No. 97-22449 adopted July 2, 1997.

City Liaison: John Woodruff

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Brett	Harris		12/31/2016	City Commission	12/31/2022
Carmen	Browne		12/31/2016	City Commission	12/31/2022
John	Bowes		12/31/2016	City Commission	12/31/2018

Applicants

Lori Nieder

Applicants

Parks and Recreational Facilities Board

Sec. 2-171

Composition:

The Parks and Recreational Facilities Board shall be comprised of thirteen (13) voting members:

Seven (7) direct appointments made by the Mayor and each Commissioner.

Six (6) at-large appointments as follows:

Youth Center: Two (2) members having an affiliation with the City's youth centers, with one member affiliated with the Scott Rakow Youth Center, and one member with the North Shore Park Youth Center.

Golf: Two (2) members who have demonstrated a high degree of interest, participation and/or expertise in the sport of golf.

Tennis: Two (2) members who have demonstrated a high degree of interest, participation and/or expertise in the sport of tennis.

Members of the board shall demonstrate interest in the City's parks and recreational facilities and programs through their own participation or the participation of a member of their immediate family. Consideration should also be given to individuals who have special knowledge or background related to the field of parks and recreation.

City Liaison: Elizabeth Valera

Vacancy:

To replace Ronald Krongold	Golf	12/31/2016	City Commission	12/31/2019

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Chris	Growald	Tennis	12/31/2016	City Commission	12/31/2021
Dana	Turken	Scott Rakow Youth Center	12/31/2015	City Commission	12/31/2019
David	Berger	Tennis	12/31/2015	City Commission	12/31/2019
Eliane	Soffer		12/31/2015	Commissioner Michael Grieco	12/31/2021
Harriet	Halpryn TL		12/31/2015	Commissioner Jonah M. Wolfson	12/31/2015
Jenifer	Caplan	Golf	12/31/2015	City Commission	12/31/2019
Jonathan	Groff		12/31/2016	Commissioner Deede Weithorn	12/31/2017
Lee	Zimmerman		12/31/2015	Commissioner Joy Malakoff	12/31/2021
Leslie	Graff TL		12/31/2015	Commissioner Ed Tobin	12/31/2015
Lori	Nieder		12/31/2015	Commissioner Micky Steinberg	12/31/2021
Paul	Stein		12/31/2016	Mayor Philip Levine	12/31/2021
Stephanie	Rosen	No. Shore Park Youth Center	12/31/2016	City Commission	12/31/2019

Applicants

Beverly Heller

Bruce Reich

Daniel Nagler

Joseph Hagen

Lindsay Genet

Mojdeh Khaghan

Samuel Rabin, Jr.

Wesley Castellanos

Applicants

Brett Harris

Christopher Todd

Eneida Mena

Joseph Conway

Mark Balzli

Nawaz Gilani

Tiffany Heckler

Personnel Board

Sec. 2-190.66

Composition:

Ten (10) members appointed by a 5/7th vote:
1. Six (6) of which shall be citizens of Miami Beach not in the employment of the City, each having a different vocation;
2. Three (3) regular employees of the City of Miami Beach, to be elected by the probationary and regular employees of the City and who shall be elected from the employees of regular status in the respective groups:
   Group I shall consist of the employees of the Police Department, Fire Department and Beach Patrol Department;
   Group II shall consist of employees who are in clerical and executive positions;
   Group III shall consist of all other employees,

The Personnel Director is a non-voting member.

City Liaison: Sylvia Crespo-Tabak

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Gabriel	Paez TL		12/31/2015	City Commission	12/31/2015
Ivette Isabel	Borrello		12/31/2015	City Commission	12/31/2019
Lori	Gold		12/31/2016	City Commission	12/31/2018
Matthew	Krieger		12/31/2015	City Commission	12/31/2019
Mojdeh	Khaghan		12/31/2016	City Commission	12/31/2016
Rosalie	Pincus TL		12/31/2015	City Commission	12/31/2015
Sylvia	Crespo-Tabak	Human Resources Director			
Alex	Bello	Group I	07/31/2017		
Eduardo	Carranza	Group II	07/31/2016		
Evette	Phillips	Group III	07/31/2015		

Applicants

Christine Butler

Michael Perlmutter

Richard Preira

Applicants

Dr. Elsa Orlandini

Nancy Wolcott

Planning Board

Sec. 118-51

Composition:

Two (2) year term appointed by a minimum of four (4) votes.
Seven (7) regular voting members shall have considerable experience in general business, land development, land development practices or land use issues; however, the board shall at a minimum be comprised of:
1. One architect registered in the State of Florida; or a member of the faculty of a school of architecture in the state, with practical or academic expertise in the field of design, planning, historic preservation or the history of architecture; or a landscape architect registered in the state of Florida; or a professional practicing in the fields of architectural or urban design, or urban planning;
2. One developer who has experience in developing real property; or an attorney in good standing licensed to practice law within the United States;
3. One attorney licensed to practice law in the State of Florida who has considerable experience in land use and zoning issues;
4. One person who has education and/or experience in historic preservation issues. For purposes of this section, the term "education and/or experience in historic preservation issues" shall be a person who meets one or more of the following criteria:
   a. Has earned a college degree in historic preservation;
   b. Is responsible for the preservation, revitalization or adaptive reuse of historic buildings; or
   c. Is recognized by the city commission for contributions to historic preservation, education or planning; and
5. Three (3) persons who are citizens at-large or engaged in general business in the City.
No person except a resident of the City, who has resided in the City for at least one year shall be eligible for appointment to the Planning Board. The City Commission may waive the residency requirements by a 5/7th vote in the event a person not meeting these requirements is available to serve on the Board and is exceptionally qualified by training and/or experience.

City Liaison: Michael Belush

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Brian	Elias	General Business	12/31/2015	City Commission	12/31/2019
Jack	Johnson	Historic Preservation	12/31/2016	City Commission	12/31/2018
Jeffrey	Feldman	Developer	12/31/2015	City Commission	12/31/2019
Jonathan	Beloff TL	Attorney	12/31/2015	City Commission	12/31/2015
Randolph	Gumenick	General Business	12/31/2015	City Commission	12/31/2019
Reagan	Pace	General Business	12/31/2016	City Commission	12/31/2020
Roberto	Rovira	Faculty of a School of Architecture	12/31/2016	City Commission	12/31/2020

Applicants	Applicants
Aaron Davis	Andres Asion
Brian Ehrlich	Christine Florez
Daniel Hertzberg	Daniel Veitia
David Wieder	David Kahn
David Smith	Dominique Bailleul
Ian Bacheikov	Ian Bacheikov
Jack Benveniste	James Silvers
Jared Galbut	Jeffrey Cohen
Jessica Conn	Jonathan Fryd
Madeleine Romanello	Marina Novaes
Mark Alhadeff	Michael Steffens
Muayad Abbas	Nelson Fox

Boards and Committees Current Members

Noah Fox

Robert Sena

Seth Frohlich

Richard Baron

Ruben Conitzer

Suzanne Hollander

Police/Citizens Relations Committee

Sec. 2-190.36

Composition:

The Committee shall consist of fourteen (14) voting members. The members shall be direct appointments with the Mayor and City Commissioners each making two (2) individual appointments.

As per Sec. 2-190.40, the voting members of the Committee shall have knowledge of and interest in Police Community Relations and their impact on the City of Miami Beach. Recommendation for appointment to all voting and nonvoting membership selected by the Mayor and Commission shall be encouraged to be obtained from the Spanish-American League Against Discrimination (S.A.L.A.D.); the League of United Latin American Citizens (L.U.L.A.C.); the Anti-Defamation League (A.D.L.); the Dade Action Pact; the National Association for the Advancement of Colored People (N.A.A.C.P.); the League of Women Voters and the other organizations deemed appropriate.

City Liaison: Chief Daniel Oates

Vacancy:

To replace Tiva Leser	12/31/2015	Commissioner Jonah M. Wolfson	12/31/2021
To replace Robert Lopez	12/31/2015	Mayor Philip Levine	12/31/2021
To replace Melissa Sheppard-Broad	12/31/2016	Commissioner Ed Tobin	12/31/2021

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Antonio	Hernandez Jr.		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Bruce	Reich		12/31/2015	Commissioner Micky Steinberg	12/31/2021
Claire	Warren		12/31/2016	Commissioner Michael Grieco	12/31/2021
Daniel	Aronson		12/31/2016	Commissioner Micky Steinberg	12/31/2021
Jared	Plitt TL		12/31/2015	Commissioner Deede Weithorn	12/31/2015
John	Kanter		12/31/2015	Mayor Philip Levine	12/31/2022
Meryl	Wolfson		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Michael	Perlmutter		12/31/2016	Commissioner Michael Grieco	12/31/2020
Nelson	Gonzalez TL		12/31/2015	Commissioner Ed Tobin	12/31/2015
Steven	Oppenheimer		12/31/2016	Commissioner Jonah M. Wolfson	12/31/2017
Walter	Lucero		12/31/2015	Commissioner Deede Weithorn	12/31/2019

Applicants	Applicants
Allison Stone	Daniel Nagler
Deborah Ruggiero	Eric Lawrence
Eugenio Cabreja	Heather Davis
Hicham Moujahid	Jill Shockett
Jordan Nadel	Joseph Hagen
Joyce Garret	Larry Colin
Lawrence Raab	Lee Zimmerman
Leif Bertrand	Lori Gold
Mario Coryell	Michael Bernstein
Michael Ritger	Monica Fluke

Boards and Committees Current Members

Nawaz Gilani

Rachel Schuster

Richard Preira

Zeiven Beitchman

Prakash Kumar

Rafael Leonor

Stephen Fox, Jr.

Production Industry Council

Sec. 2-71

Composition:

The Council shall consist of seven (7) voting members. The Mayor and each Commissioner shall make one direct appointment. All regular members shall have knowledge of the fashion, film, news media, production, television and or recording industries of the City.
Each of the six (6) industries shall be represented by at least one member, but no more than three (3) members, who are directly involved with that industry.

City Liaison: Graham Winick

Vacancy:

To replace Aleksandar Stojanovic	Production	12/31/2016	Mayor Philip Levine

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Belkys	Nerey	Production	12/31/2015	Commissioner Deede Weithorn	12/31/2018
Bruce	Orosz TL	Fashion	12/31/2015	Commissioner Ed Tobin	12/31/2015
Daniel	Davidson	Fashion	12/31/2016	Commissioner Michael Grieco	12/31/2021
Joanna	Popper	News Media	12/31/2016	Commissioner Joy Malakoff	12/31/2021
Joanna-Rose	Kravitz	Recording Industry	12/31/2015	Commissioner Micky Steinberg	12/31/2021
Noreen	Legault-Mendoza	TV/Film	12/31/2015	Commissioner Jonah M. Wolfson	12/31/2017

Applicants

Aleksandar Stojanovic

Applicants

Samantha Bratter

Sustainability Committee

2008-3618

Composition:

The Committee shall consist of seven (7) voting members, one each to be directly appointed by the Mayor and each City Commissioner. A Commissioner appointed by the Mayor, shall serve as a non-voting member and shall serve as the Chairperson of the Committee.
The purpose of the Committee is to provide guidance and advice with regard to the City's efforts to provide and promote general environmental improvement trends, or "Green Initiatives," and "Sustainable Development," which is herein defined as a pattern of resource use that aims to meet community needs while preserving the environment so that these needs can be met, not only in the present, but in the indefinite future.
The Committee shall make advisory recommedations to the City Commission and the City Manager to promote Citywide Green Initiatives and to promote and provide plans for Sustainable Development in the City of Miami Beach.

City Liaison: Elizabeth Wheaton

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Cheryl	Jacobs		12/31/2016	Commissioner Joy Malakoff	12/31/2021
David	Doebler		12/31/2015	Commissioner Micky Steinberg	12/31/2020
Debra	Leibowitz TL		12/31/2015	Commissioner Deede Weithorn	12/31/2015
Lily	Furst TL		12/31/2015	Commissioner Jonah M. Wolfson	12/31/2015
Michael	DeFilippi		12/31/2016	Commissioner Ed Tobin	12/31/2021
Steve	Vincenti		12/31/2016	Commissioner Michael Grieco	12/31/2021
Susan	Hart		12/31/2015	Mayor Philip Levine	12/31/2021

Applicants

Amy Rabin

Brian Gilderman

Marivi Iglesias

Walker Burttschell

Applicants

Andrea Travaglia

Jenifer Caplan

Russell Hartstein

Yael Sade

Transportation, Parking, Bicycle-Pedestrian Facilities Committee

Sec. 2-190.91

Composition:

The Committee shall consist of fourteen (14) voting members.
The Mayor and City Commissioners shall each make one (1) direct appointment, with the other seven (7) members of the Committee to be composed of members from the following community organizations, each of which must designate a permanent coordinating representative:

1. Miami Beach Chamber of Commerce's Transportation and Parking Committee (MBCC);
2. Miami Beach Community Development Corporation (MBCDC);
3. Ocean Drive Association (ODA);
4. Miami Design Preservation League (MDPL);
5. North Beach Development Corporation (NBDC);
6. Mid-Beach Neighborhood or Business Association (MBNBA);
7. Lincoln Road Marketing, Inc. (LRMI).

On an annual basis, the members of the Committee shall elect a Chairman and such other officers as may be deemed necessary or desirable, who shall serve at the will of the Committee. Seven (7) members of the Committee shall consist of a quorum of the Committee and shall be necessary in order to take any action.

The members of the voting Committee shall have knowledge of and interest in transportation and parking and their impact on the City. The members designated by their respective community organization shall provide a letter from such organization certifying that designation to the City Clerk.

City Liaison: Saul Frances

Vacancy:

Vacant	Member Lincoln Road Marketing Inc.	12/31/2016	
To replace Hector Fontela		12/31/2016	Mayor Philip Levine

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Al	Feola	Member Ocean Drive Association	12/31/2016		
Deborah	Ruggiero		12/31/2016	Commissioner Micky Steinberg	12/31/2021
Del	Fruit	Member Mid-Beach Neighborhood or Bus Assc.	12/31/2016		
Eric	Montes de Oca		12/31/2015	Commissioner Ed Tobin	12/31/2022
Frederick Charles	Sake		12/31/2016	Commissioner Deede Weithorn	12/31/2022
Jo	Asmundsson	Member MBCDC	12/31/2016		
Madeleine	Romanello	Member MBCC	12/31/2016		
Mark	Weithorn	Member No.Beach Development Corp.	12/31/2016		
Ray	Breslin		12/31/2015	Commissioner Joy Malakoff	12/31/2021
Scott	Diffenderfer TL		12/31/2015	Commissioner Jonah M. Wolfson	12/31/2015
Seth	Wasserman		12/31/2015	Commissioner Michael Grieco	12/31/2016
William "Bill"	Hahne	Member MDPL	12/31/2016		

Applicants	Applicants
Aaron Davis	Allison Stone
Ian Bacheikov	Ian Bacheikov
Leif Bertrand	Lila Imay

Lindsay Genet

Marina Aviles

Michael Ritger

Robert Lopez

Yael Sade

Lisa Almy

Mayela Mueller

Rafael Leonor

Stanley Shapiro

Visitor and Convention Authority

Sec. 102-246

Composition:

Two (2) year term appointed by a minimum of four (4) votes.
Seven (7) members who shall be permanent residents of Miami-Dade County.
The seven (7) members of the authority shall be representative of the community as follows:
1. Not less than two (2) nor more than three (3) members shall be representative of the hotel industry;
2. The remaining members, none of whom shall be representative of the hotel industry, shall represent the community at-large.
Any member of the Authority or employee thereof violating or failing to comply with provisions of this article shall be deemed to have vacated his office or position.

City Liaison: Grisette Roque

Vacancy:

To replace Mark Tamis	At-Large	12/31/2016	City Commission	12/31/2022

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Aaron	Perry	At-Large	12/31/2016	City Commission	12/31/2016
Adrian	Gonzalez	At-Large	12/31/2015	City Commission	12/31/2019
Daniel	Hertzberg	At-Large	12/31/2015	City Commission	12/31/2019
Margaret (Peggy)	Benua	Hotel Industry	12/31/2016	City Commission	12/31/2017
Stephen	Hertz	At-Large	12/31/2015	City Commission	12/31/2019
Tim	Nardi	Hotel Industry	12/31/2015	City Commission	12/31/2019

Applicants

Charles Million
Dona Zemo
Jared Galbut
Kristen Rosen Gonzalez
Matthew Krieger
Steven Adkins

Applicants

Christy Farhat
Heather Davis
Jeffrey Graff
Laurence Herrup
Seth Feuer

City Commission Committees

Finance & Citywide Projects Committee

Position	Name	Appointed by
Chair	Commissioner Jonah Wolfson	Mayor Levine
Vice-Chair	Commissioner Joy Malakoff	Mayor Levine
Member	Mayor Philip Levine	Mayor Levine
Alternate	Commissioner Micky Ross Steinberg	Mayor Levine
Liaison	Patricia Walker	

Land Use & Development Committee

Position	Name	Appointed by
Chair	Commissioner Joy Malakoff	Mayor Levine
Vice-Chair	Commissioner Jonah Wolfson	Mayor Levine
Member	Commissioner Ed Tobin	Mayor Levine
Alternate	Mayor Philip Levine	Mayor Levine
Liaison	Thomas Mooney	

Neighborhood/Community Affairs Committee

Position	Name	Appointed by
Chair	Commissioner Ed Tobin	Mayor Levine
Vice-Chair	Commissioner Micky Ross Steinberg	Mayor Levine
Member	Commissioner Michael Grieco	Mayor Levine
Alternate	Deede Weithorn	Mayor Levine
Liaison	Daphne Saba	

Sustainability and Resiliency Committee

Position	Name	Appointed by
Chair	Commissioner Michael Grieco	Mayor Levine
Vice-Chair	Commissioner Micky Ross Steinberg	Mayor Levine
Member	Deede Weithorn	Mayor Levine
Alternate	Commissioner Joy Malakoff	Mayor Levine
Liaison	Elizabeth Wheaton	

NON-CITY COMMISSION COMMITTEES

Mayor Philip Levine

- Miami-Dade Metropolitan Planning Organization
- U.S. Conference of Mayors

Commissioner Deede Weithorn

- Miami-Dade County Homeless Trust Board
- Miami-Dade County League of Cities

Commissioner Joy Malakoff

- FIU Wolfsonian Advisory Board

Barbara Herskowitz, Christine Gudaitis

- Public Library Advisory Board

Ricky Arriola, Richard Milstein, Larry Colin

- The Adrienne Arsht Center for the Performing Arts Center Trust

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Rafael E. Granado, City Clerk

DATE: July 8, 2015

SUBJECT: **BOARD AND COMMITTEE APPOINTMENTS – CITY COMMISSION APPOINTMENTS**

ADMINISTRATION RECOMMENDATION

Make appointments as indicated.

ANALYSIS

The applicants that have filed with the Office of the City Clerk for the below At-Large appointments are included in item R9A.

BOARD AND COMMITTEES

1. AFFORDABLE HOUSING ADVISORY COMMITTEE

VACANCIES (6):

- One citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- One citizen actively engaged as an advocate for low-income persons in connection with affordable housing.
- One citizen who is actively engaged as a not-for-profit provider of affordable housing.
- One citizen who actively serves on the local planning agency pursuant to Florida Statute §163.3174 (Planning Board member).
- One citizen who represents essential services personnel, as defined in the local housing assistance plan.

2. BUDGET ADVISORY COMMITTEE

VACANCY (1):

- One certified public accountant.

3. **COMMITTEE FOR QUALITY EDUCATION IN MIAMI BEACH**

VACANCIES (2):

- The City Commission shall designate two of its members to serve as City Commission liaisons to the Committee for Quality Education.

4. **HEALTH ADVISORY COMMITTEE**

VACANCIES (2):

- One (1) member shall be administrator from an Adult Congregate Living Facility (ACLF), and/or an Assisted Living Facility (ALF).

- One (1) private individual.

5. **MIAMI BEACH CULTURAL ARTS COUNCIL**

VACANCY (1):

- One (1) member to be appointed At-Large.

6. **PARKS AND RECREATIONAL FACILITIES BOARD**

VACANCY (1):

- Golf: A member who has demonstrated a high degree of interest, participation and/or expertise in the sport of golf.

7. **VISITOR AND CONVENTION AUTHORITY**

VACANCIES (1):

- One (1) member to be appointed At-Large.

Please see the "Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda Archives website is located at: http://miamibeachfl.gov/cityclerk/scroll.aspx?id=82117; thereafter choose the first listed Commission meeting and click on City Commission At-Large Nominations.

Alternatively, the Releases can be found by going to the City's main portal located at http://miamibeachfl.gov; and under the City Clerk section, located on the bottom right hand side of the webpage, click on the "Agenda Archives" link; thereafter choose the first listed Commission meeting and click on City Commission At-Large Nominations.

R9 - New Business and Commission Requests

R9B1 Dr. Stanley Sutnick Citizen's Forum. (8:30 a.m.)
R9B2 Dr. Stanley Sutnick Citizen's Forum. (1:00 p.m.)

AGENDA ITEM R9B1-2
DATE 7-8-15

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R9 - New Business and Commission Requests

R9C Update On The Miami Beach Convention Center Project.
(Office of the City Manager)

Agenda Item R9C
Date 7-8-15

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R9 - New Business and Commission Requests

R9D Discuss The Convention Center Headquarter Hotel.
(Office of the City Manager)

Agenda Item R9D
Date 7-8-15

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1915 • 2015
MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **UPDATE ON MIAMI BEACH CENTENNIAL**

BACKGROUND

The Miami Beach Centennial celebration has resulted in a yearlong celebration that began September 2014 and will continue to run until September 2015. The 100 hour celebration that took place from March 22-26, 2015 proved to be a successful event that celebrated and honored the cultural legacy Miami Beach has established. The centennial celebration was a culmination of events that included a concourse car show, pageant, astrophysical concert, beachside wedding for 100 couples, naturalization ceremony for 100 new U.S. citizens, a world-class CAA tennis exhibition, and of course the main event, Miami Beach 2015 Global Music Festival.

With our marketing and public relations outreach efforts, the Miami Beach Centennial promotions reached 6,234,223,186 people worldwide. Sponsorships for the week's event surpassed 1.5 million dollars, generating a total profit of $70,318.00. The Miami Beach 2015 Global Music Festival alone brought over 25,000 residents and visitors for the historic event. In addition to the attendance at the Miami Beach 2015 Global Music Festival, all other centennial related events saw attendance between 500-1,000 attendees.

In order to continue the centennial celebration, Administration is presenting two options that will conclude the year's celebration. The two options are as follows:

- Miami Beach Centennial History Book
- Miami Beach One Book, One City

Miami Beach Centennial History Book

On April 12, 2015, Arva Moore Parks, President of Centennial Press presented a proposal for *The Centennial History of Miami Beach.* Arva Moore Parks is a renowned historian, author and preservationist in Miami, Florida. With over 28 years of experience, Arva Moore Parks has worked to preserve Harry Truman's Little White House, and the Biltmore Hotel, amongst others. Howard Kleinberg, author of *Miami Beach: A History* and Carolyn Klepser, author of *Lost Miami Beach* will be coauthors, and Centennial Press would be the publisher.

The proposal for *The Centennial History of Miami Beach* includes a newly designed reprint of the original 1994 book, plus an additional two chapters, and about 288 pages of 200 to 300 photographs in full color. The book will be done in the original book's scholarly style including the use of primary sources, footnotes and bibliographies. Centennial Press is requesting an $80,000 stipend which includes 2,000 hard cover copies valued at $40.00

Agenda Item R9E
Date 7-8-15

each. The retail price of the books will be valued at $45.00, thus providing a potential profit of $10,000 if all 2,000 copies are sold. However, the Administration believes the majority of these books would not be sold and would be used as gifts from the City to visiting dignitaries.

The detailed proposal is available on Attachment A.

Miami Beach One Book, One City
The purpose of the One Book, One City program is two folds; the first being the celebration of our centennial through the use of literature that celebrates our city's vibrant history and local talent. The second purpose is to bring the community together to engage in a conversation that reflects where the city has been and to envision the positive future it is headed to.

Critically acclaimed author Thane Rosenbaum recently released his latest book, *How Sweet It Is!* The book centers on a family of Holocaust survivors that just arrived to Miami Beach in the 1970 with hopes of blending in, but soon come to realize there is no blending in in Miami Beach. Thane Rosenbaum contacted Administration with the proposal of having the City of Miami Beach partake in this national program of One Book, One City with his book, *How Sweet It Is!*

Events such as book discussions, lectures, and a meet and greet with Thane Rosenbaum would take place throughout the month of November to promote One Book, One City. Marketing and promotions would be held throughout the months of September and October for the upcoming events. In addition, the city would purchase 5,000 paper copies at $7.50 per book. Books would be provided to residents that signup to participate in One Book, One City.

The current estimated cost of One Book, One City is as follows:

- Books: $37,500
- Marketing & Promotion: $2,500
- Miscellaneous: $5,000

A detailed presentation is available on Attachment D.

CONCLUSION

The Administration is seeking direction from the Mayor and City Commission on which additional Centennial projects to pursue.

JLM/KGB/MAS
T:\AGENDA\2015\July\TCEDAdditional Centennial Project Memos

EXHIBIT A

Arva Parks and Company
Centennial Press
1601 South Miami Avenue
Miami, Florida
305 854-8087

April 12, 2015
Mr. Jimmy L. Morales, Esq.
City Manager
City of Miami Beach
700 Convention Center Drive
Miami Beach, FL 33139

Dear Jimmy:

Attached is the proposal for *The Centennial History of Miami Beach*. In putting this together, I was amazed how much the printing process has changed in 20 years. Of course the digital process produces much sharper images.

The original book was made possible by the Pillars of the Miami Beach Chamber of Commerce who some have said would probably be interested in helping again. Miami Beach has changed dramatically since 1994 and the new chapters will bring its incredible story up to date.

The original book is now out of print and used copies are often sold at a premium.

Howard Kleinberg will be involved in the re-printing and will write a new introduction. Carolyn Klepser and I have worked together before and I am very impressed with her research and writing skills and her many connections to Miami Beach. I will once again serve as one of the editors and photo editors.

I have given the City a discount from the retail price—something we did not do with the Pillars.

If you have any questions or would like to meet with me and Carolyn again, please give me a call.

Look forward to working with you.

Sincerely,

Arva Moore Parks
President, Centennial Press

Cc: Max Sklar MaxSklar@miamibeachfl.gov

Arva Parks and Company

Centennial Press

1601 South Miami Avenue
Miami, Florida
305 854-8087

April 12, 2015
Mr. Jimmy L. Morales, Esq.
City Manager
City of Miami Beach
700 Convention Center Drive
Miami Beach, FL 33139

The Following proposal has been carefully prepared for the consideration of:

The City of Miami Beach

PRODUCTION SPECIFICATIONS

The Centennial History of Miami Beach will include a newly designed reprint of the original book (1994) plus two new chapters that will continue Miami Beach's history to its centennial year. It will follow the original book's scholarly style including the use of primary sources, footnotes and bibliography. It will be an 8 ½ x 11 hard cover book comprised of approximately 288 pages (plus or minus 8 pages) in four color. Two to three hundred photographs will be featured. (The City of Miami Beach agrees to supply photographs of the last twenty years.) It will be case bound, will have a photographic image printed onto the end sheets, a foil stamping application on the spine and front cover and a glossy, four-color dust jacket.

AUTHORS

Howard Kleinberg and Carolyn Klepser

PUBLISHER

Centennial Press will produce (edit, design, layout and print) *The Centennial History of Miami Beach.* It will also market and sell to retailers.

The book will be sponsored by the City of Miami Beach that will receive 2,000 copies and can enjoy favorable discounts beyond the first printing.

MARKETING & PROMOTION

Howard Kleinberg and Carolyn Klepser will be available for speaking, media contacts and book signing events.

Book plates, adapted to the sponsor's promotional logo, can be made available for gift copies at cost.

FINANCIAL

Miami Beach a History (1994) was initiated in 1992 by the Pillars of the Miami Beach Chamber of Commerce through a $60,000 stipend that included 2000 books at the retail price of $30.00. The Chamber raised the money through "sponsorships" –which were like pre-sales. Each sponsor received boxes of books and a book plate with its name. The effort was successful. *The Centennial History* will be larger and in four color. Unfortunately, production costs are high because printing is now done digitally and the original book will need to be completely re-formatted including re-scanning of all the images. Of course the new book will look much better. The retail price, 20-years later for the revised book will be $45.00--a lower price than most comparable books.

Sponsorship

Retail price: $45.00

City of Miami Beach stipend which includes 2,000 hard cover copies @ at $40.00
$80,000

Direct sales of 2,000 copies @ $45.00
$90.000 ($10,000 profit)

DELIVERY

In bulk to City of Miami Beach c/o Jimmy L. Morales, City Manager

TERMS

40% Deposit ($32,000) required upon acceptance. Proposal made for 60 day acceptance.

Remaining 60% of contract ($48,000) due upon delivery of books.

Mutually accepted agreements are considered lawful contracts.

PUBLICATION RIGHTS

The sponsor grants and assigns to the publisher, Centennial Pres, the exclusive right to print , reprint, publish, reproduce, distribute and sell the work throughout the United States and all other countries in which copyright may be secured during the full term of the copyright and all renewals thereof.

ASSIGNMENT

This duly executed agreement constitutes the entire understanding between the parties and no alteration, modification or waiver of any provision shall be valid unless in writing and signed by both parties.

_____	_____
Jimmy L. Morales, City Manager	Arva Moore Parks
City of Miami Beach	Centennial Press
Date_____	Date April 12, 2015

ACT productions, Inc.

407 Lincoln Rd., Suite 302
Miami Beach, FL. 33139
305-538-3809 / 305-538-3814 (Fax) / 800-278-7330
www.actproductions.com

Client:	City of Miami Beach
Attention:	Mr. Max Sklar
Address:	1700 Convention Center Drive Miami Beach, FL 33139
Phone:	305-673-7577
Fax:	-
Email:	MaxSklar@miamibeachfl.gov

Location:	various - TBD
Address:	

Job #:	TBD
Production Type:	Documentary Film
Location:	Miami, FL
Producer:	Rob Morrison

Prep Days:	TBD
Shoot Days:	25, TBD
Wrap Days:	TBD
Post Days:	35 - 40, TBD
Project Delivery:	TBD

MB100 DOC LONG FORM ESTIMATE - 1ST DRAFT

	Description	Units	Days	Rate	Estimate
1	LONG FORMAT DOCUMENTARY FILM				
2	PRODUCTION				
3	**CREW (12-hour Day)**				
4	**Doc Shoot**				
5	Multi-Camera Shoot	1	1	$31,650.00	$31,650.00
6	*(Includes Aerial Footage, Production Management, PAs,*				
7	*Camera Crews, Sound Crews, Lighting Equipment)*				
8					
9	**Additional Filming**				
10	Supplementary Content Production	1	1	$12,500.00	$12,500.00
11	*(Includes Aerial Footage, Production Management, PAs,*				
12	*Camera Crews, Sound Crews, Lighting Equipment,*				
13	*Greenscreen)*				
14					
15	**TOTAL COST FOR CREW**				**$44,150.00**
16					
17	**EQUIPMENT**				
18	Hard Drives (storage)	12	1	$400.00	$4,800.00
19	*(2 TB; Thunderbolt)*				
20					
21	**TOTAL COST FOR EQUIPMENT**				**$4,800.00**
22					
23	**MISCELLANEOUS**				
24	Legal	1	1	$6,000.00	$6,000.00
25	*(Copywright, etc.)*				
26					
27	**TOTAL COST FOR MISCELLANEOUS**				**$6,000.00**
28					
29	POST PRODUCTION				
30	**Edit**				
31	Scriptwriter	1	1	$9,500.00	$9,500.00
32	(storyline treatment)				
33	Editor/Suite	1	1	$36,775.00	$36,775.00
34	*(Includes First Cut and First Revision)*				
35	Coloring	1	1	$3,000.00	$3,000.00
36	Motion Graphics 2D animation Special FX	1	1	$14,000.00	$14,000.00
37	*(Includes Creation, Proof and First Revision)*				
38	*(Incl. Compositing: Titles, Captions, Lower 3rds)*				
39	**Equipment**				
40	Edit Hard Drive (Purchase)	4	1	$400.00	$1,600.00
41	*(Includes Master and Backup)*				
42	**Music**				

43	Original Music - Song for TV Spots	1	1	$8,000.00	$8,000.00
44	*(Worldwide, Unlimited)*				
45	Sound Design / Engineering	1	1	$7,500.00	$7,500.00
46	**Voice Over**				
47	Voice Over Artist	1	1	$6,000.00	$6,000.00
48	*(Includes Recording)*				
49	**Output**				
50	Master (Digital) on Hard Drive	1	1	$400.00	$400.00
51	Dubs	TBD	1	var.	TBD
52					
53	**TOTAL COST FOR POST PRODUCTION**				**$86,775.00**
54					
55					
56	Subtotal				$141,725.00
57	Production Fee				$14,172.50
58					
59	**TOTAL ESTIMATE**				**$155,897.50**
60					
61	DEPOSIT REQUESTED AT THIS TIME				$116,923.13
62					
63	**NOTES**				
64					
65	* The Deliverables are understood to be digital files on Hard Drive(s).				

CONTRACT AGREEMENT FOR CREDIT CARD PAYMENTS:

CARDMEMBER ACKNOWLEDGES ITS INTENT TO RECEIVE GOODS AND/OR SERVICES AS HEREIN PROVIDED, AS WELL AS IN PREVIOUS COMMUNICATION WITH ACT AND APPROVES THE TOTAL AMOUNT SHOWN HEREIN AS THE ESTIMATED BUDGET FOR SAID GOODS AND/OR SERVICES AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH BY THE CARMEMBER'S AGREEMENT WITH THE ISSUER.

I, THE UNDERSIGNED, UNDERSTAND AND AGREE WITH THE TERMS OF THIS CONTRACT AND AUTHORIZE ACT PRODUCTIONS TO CHARGE MY CREDIT CARD (SEE CREDIT CARD INFORMATION BELOW) 75% OF THE ESTIMATED PRODUCTION TOTAL IN THIS BUDGET PRIOR TO THE START OF THE PRODUCTION. BY SIGNING THIS DOCUMENT, I FURTHER AGREE THAT SINCE THE BALANCE IS DUE ON THE PRODUCTION DATE, ACT PRODUCTIONS WILL ALSO CHARGE ANY REMAINING BALANCE (AFTER DEPOSIT HAS BEEN APPLIED) TO THE SAME CREDIT CARD ON THE DATE OF THE SHOOT/EVENT. I FURTHER AGREE THAT ACT PRODUCTIONS IS AUTHORIZED TO CHARGE ANY ADDITIONAL COSTS WHICH MAY ARISE IN RELATION TO THE PROJECT (SUCH COSTS OVER AND ABOVE THE ORIGINAL PAYMENT AND AGREED TO BY BOTH PARTIES) TO THE SAME CREDIT CARD ON THE DATE OF THE PRODUCTION. I RECOGNIZE THAT THESE CHARGES ARE NON-REFUNDABLE SALES AND THEY ARE CONSIDERED FINAL.

Signature _____ **Date** _____

CREDIT CARD PAYMENT

CARD TYPE:	
ACCOUNT NUMBER:	EXPIRATION DATE:
NAME:	
SIGNATURE:	

PLEASE INCLUDE A COPY OF FRONT AND BACK OF THE CREDIT CARD YOU ARE USING FOR THIS TRANSACTION, THANK YOU.

Please note that you can choose other method of payment such as checks or wire transfers.

CONTRACT AGREEMENT FOR WIRE TRANSFER OR CHECK PAYMENTS:

CLIENT ACKNOWLEDGES ITS INTENT TO RECEIVE GOODS AND/OR SERVICES AS HEREIN PROVIDED, AS WELL AS IN PREVIOUS COMMUNICATION WITH ACT AND APPROVES THE TOTAL AMOUNT SHOWN HEREIN AS THE ESTIMATED BUDGET FOR SAID GOODS AND/OR SERVICES AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH BY THE

CLIENT'S AGREEMENT WITH THE BANK ISSUING PAYMENT.

I, THE UNDERSIGNED, UNDERSTAND THE TERMS OF THIS CONTRACT AND AGREE TO PAY ACT PRODUCTIONS 75% OF THE ESTIMATED PRODUCTION TOTAL IN THIS BUDGET AS A DEPOSIT ON THE PROJECT VIA WIRE TRANSFER OR BY SENDING A CASHIER CHECK. BY SIGNING THIS DOCUMENT, I FURTHER AGREE THAT SINCE THE BALANCE ON THIS INVOICE IS DUE ON THE DATE OF THE SHOOT/EVENT, I WILL HAVE TO SEND ACT PRODUCTIONS ANOTHER WIRE TRANSFER OR CASHIER CHECK FOR THE BALANCE. I FURTHER AGREE THAT ANY ADDITIONAL COSTS WHICH MAY ARISE IN RELATION TO THE PROJECT (SUCH COSTS OVER AND ABOVE THE ORIGINAL PAYMENT AND AGREED TO BY BOTH PARTIES) WILL REQUIRE ANOTHER WIRE TRANSFER OR CASHIER CHECK FOR THE ADJUSTED BALANCE. I RECOGNIZE THAT THESE PAYMENTS ARE NON-REFUNDABLE AND THEY ARE CONSIDERED FINAL.

PLEASE NOTE THAT IF YOU CHOOSE TO SEND YOUR DEPOSIT/PAYMENT BY WIRE TRANSFER, YOUR BANK'S WIRE TRANSFER FEES WILL BE DEDUCTED FROM THE AMOUNT OF MONEY YOU WILL BE GIVEN CREDIT FOR.

Your Bank's Name: _____

Bank Officer's Name: _____

Bank Address: _____

Telephone #_____ Fax #_____

ABA# _____ Swift #_____

Bank Account #_____

Wire Transfer Confirmation #_____ Cashier Check #_____

_____ _____

Signature **Date**

WIRE TRANSFER INSTRUCTIONS:

Please send all wire transfers to:

HSBC BANK USA
MIAMI BEACH, FL 33140
PHONE: 305 538-1300
ATTN: ANDY GRAISEN
ABA# 021001088
SWIFT# MRMDUS33

For the account of:

ACT PRODUCTIONS, INC
407 LNCOLN RD., SUITE #320
MIAMI BEACH, FL 33139
PHONE: 305 538- 3809
ATTN: BRUCE OROSZ OR JESUS G. ARANGO
CHECKING ACCOUNT # 152-000-283

CREEPSHOW

TLE OF THE GHOST BANDS

URDAY, OCTOBER 31ST 2015

EXECUTIVE PRODUCER

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MIAMIBEACH

GHOST BAND

[ˈgōˌsT ˈbanD]

NOUN

1. A widely known, famous band or musical artist that is no longer active or that continues to perform without its original members due to death, dismemberment, or other catastrophes.

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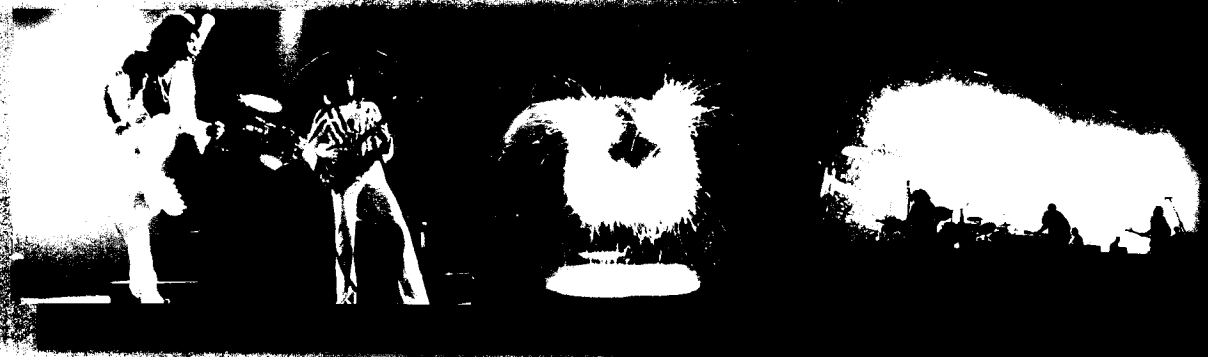
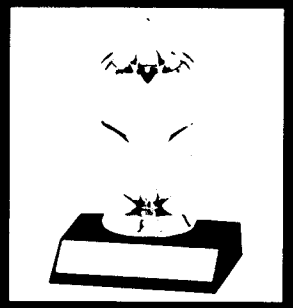
BASIC CONCEPT

[illegible] Miami bands dress up in costume as and perform as Ghost

[illegible] Ghost Band can only be channeled by one band, and each band [illegible] songs, the greatest hits.

[illegible] Cover, Best Costume, etc. at the end of the night. "The Golden [illegible]





EXECUTIVE PRODUCER

MIAMIBEACH

STAGE AND LOCATION

[illegible] Lincoln Road, stage
[illegible] and video walls.

[illegible] locations to be
[illegible]

EXECUTIVE
PRODUCER

MIAMIBEACH

STAGE AND LOCATION

EXECUTIVE PRODUCER

1915 • 2015
MIAMIBEACH

STAGE AND LOCATION

EXECUTIVE
PRODUCER

MIAMIBEACH

BENEFITS

- Possible ticket sales
- Joint revenue efforts with local businesses.
- "Rock the Vote" initiative. Voter registration booths, incentives for attendants that show their voter registration card.

ACT productions | EXECUTIVE PRODUCER

MIAMIBEACH

BIGGER PICTURE

THE PETRIFYING PANEL

- Invite monstrous Miami musicians to participate as M.C.s or main acts.
- Set up as a live concert recording, giving a huge potential incentive to the local bands, even as an album that goes on sale on iTunes.
- Limited record contract as prize for absolute best band.
- Petrifying panel of local celebrities.

EXECUTIVE PRODUCER

MIAMIBEACH

One Book, One City (City Reads)

"To promote a sense of unity and community through the use of literature that depicts our city's vibrant history."

The purpose of the One Book, One City program is two folds; the first being the celebration of our centennial through the use of literature that celebrates our city's vibrant history and local talent. The second purpose is to bring the community together to engage in a conversation that reflects where the city has been and to envision positive future it is headed to.

Timeline

July:	Plan promotional campaign, sponsorship development, notify school system and library staff, contact community leaders
August:	Announcement to public
September:	Distribution of publicity material
October:	Final confirmations with author, distribution of promotional materials
November:	Community-wide reading kick-off and programs

Book Selection

How Sweet It Is! By Thane Rosenbaum

How Sweet It Is! is set in Miami Beach, Florida in 1972. The novel follows the Posner family-two Holocaust survivors, Sophie and Jacob and their son, Adam doing everything they can to avoid one another in a city with an infinite supply of colorful diversions. In this year, Miami Beach was the site of both the Republican and Democratic political conventions, and saw the rise of the counterculture, the Cold War, and the desegregation of the old South. The novel is enriched by the presence of historical characters such as Jackie Gleason, Frank Sinatra Muhammad Ali, I. B. Singer, Meyer Lansky, and a comical crew of fading gangsters. For these two Holocaust survivors and their son, Miami Beach was to be their salvation. Where better to blend in, regain one's sanity, and live their lives? Instead what they discover is that Miami Beach is not a place of camouflage, all that sunshine highlighted the very thing they wished to forget, and the abundant sun turned their lives into a Disney World of funhouse mirrors, and chaotic rides, giving them a front row seat through a transformational year in American culture, politics, and world history.

About The Author

Thane Rosenbaum was born in 1960 in New York City, New York. Following his graduation from Miami Beach Senior High, Thane moved to Gainesville to attend the University of Florida and graduated in 1981. In 1983, he earned is M.PA. from Columbia University and in 1986 he came back down to South Florida to obtain his J.D. from the University of Miami. Thane is an essayist, law professor, and accomplished author. He has written a number of critically acclaimed novels, *The Stranger Within Sarah Stein, The Golems of Gotham, Second Hand Smoke, Elijah Visible,* and now *How Sweet It Is!* This year, Thane Rosenbaum will be inducted into the Miami Beach Senior High Hall of Fame for his outstanding accomplishments.

Potential Partnerships

Local Schools
Religious Organizations
Local Museum
Local Libraries
Art Councils
Senior Centers
Afterschool Centers
Neighborhood Associations
Historical Societies
Local Book Stores

Programming

Book Discussion Sessions

Book discussions can be held at book stores, local libraries and schools. Book discussion leaders would need to be identified in order to conduct the discussions. Provide members of the community the option of hosting their own group discussion.

Scholarly Lectures

Lectures of panel discussions by scholars familiar with the topic of the book can add depth to the public exchange of ideas. Panel discussions can be held in various locations, such as the Wolfsonian Museum, Jewish Museum, Miami Beach Senior High, SoundScape Park or Collins Park.

Author Meet and Greet

Thane Rosenbaum will be in Miami Beach twice during the month of November. During this time a meet and greet would be scheduled in order for him to sign copies of the book, possibly read a chapter, and interact with residents.

Programs with Schools

Encourage local teachers to use the book in their course plans.

Marketing and Promotion

Marketing and promotions would be held throughout the months of September and October for the upcoming events. In addition, the city would purchase 5,000 paper copies at $7.50 per book. Books would be provided to residents that signup to participate in One Book, One City.

- Social media campaign
- MBTV
- Press Release
- Newspaper
- Direct mailings
- Constant contact
- MB Magazine
- Flyers
- Posters
- MB website

Budget

Books	**Cash Expenses**	**In-Kind**
Paperback (5,000)	$37,500.00	
Marketing		
Print Ads	$0.00	
Social Media	$2,500.00	
Miscellaneous	$5,000.00	
Total	**$45,000.00**	

Note: The City will also attempt to secure sponsors to help cover these costs.

R9 - New Business and Commission Requests

R9F Legislative Lobbying Wrap-Up Presentation To Discuss The 2015 Legislative Session And Special Legislative Session.
(Sponsored by Mayor Philip Levine)

Agenda Item R9F
Date 7-8-15

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Michael Grieco, Commissioner

DATE: July 1, 2015

SUBJECT: Discussion item regarding 2015 state lobbying successes and failures as they apply to Miami Beach Commission resolutions and legislative priorities

Please place on the July 8th City Commission Meeting Agenda a discussion item regarding 2015 state lobbying successes and failures as they apply to Miami Beach Commission resolutions and legislative priorities.

If you have any questions please do not hesitate to contact Danila Bonini at extension 6457.

MG/db

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Honorable Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **DISCUSSION REGARDING THE LEASE AGREEMENT WITH ECOMB, INC. FOR THE CITY OWNED PROPERTY LOCATED AT 210 SECOND STREET**

BACKGROUND

On December 9, 2009, the Mayor and City Commission adopted Resolution No. 2009-27283, approving a Lease Agreement between the City of Miami Beach (City) and ECOMB, Inc. (ECOMB) for use of approximately 1,251 square feet (comprised of 209 SF of office space and 1041 SF of exterior covered space) of City-owned property (the Demised Premises), located at 210 Second Street, Miami Beach, Florida. The approved Lease Agreement was for an initial term of three years and sixteen days, commencing on December 15, 2009, with one additional three year renewal term at the City's sole discretion.

Section 2.2 of the above referenced Lease Agreement provides for one (1) renewal option of three (3) years. Tenant was in good standing with the City and free from defaults under the Lease Agreement as of December 2012 and the City approved the renewal option for a period of three (3) years, commencing on January 1, 2013 and ending on December 31, 2015. All other terms and conditions of the Lease Agreement remained in full force and effect.

The current Lease Agreement requires ECOMB to pay Rent, in the amount of $1.20 annually, as well as requires ECOMB to reimburse the City a fixed amount, $ 61.74 for water and sewer costs. Additionally, ECOMB is solely responsible for the payment of electricity costs and any other utility service charges provided to the Demised Premises.

The Lease Agreement does not contain additional renewal options. Therefore, the Administration is seeking direction from the City Commission whether to negotiate a new Lease Agreement with ECOMB, or to pursue alternate uses.

If the City Commission would like to pursue other uses for this space, the City could accommodate ECOMB at the 6th Street Community Center. Space is now available at the 6th Street Community Center because UNIDAD is no longer in need of the space they intended to occupy.

JLM/KGB/MAS/MM/RG

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Agenda Item R9H
Date 7-8-15

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R9 - New Business and Commission Requests

R9I Discussion Regarding The Storm Drain Gratings At City Hall.
(Sponsored by Mayor Philip Levine)

Agenda Item R9I
Date 7-8-15

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **DISCUSSION ON BEACHFRONT MANAGEMENT PLAN AD-HOC ADVISORY GROUP MEETING DATE.**

On May 6, 2015 meeting, the City Commission passed a resolution creating an ad-hoc advisory group of community stakeholders to review and provide comment on the City's draft Beachfront Management Plan in accordance with Chapter 259.032 of the Florida Statutes (Fla. Stat.). Per Section 259.032(10)(b), Fla. Stat., notice is hereby given that the Beachfront Management Plan Ad-hoc Advisory Group will be meeting at 9 a.m. on Tuesday, August 18 in the City Manager's Large Conference Room. A Notice of Public Hearing will also be posted on the property and published in The Miami Herald 30 days prior to the meeting (Attachment A).

Attachments: A – Notice of Public Hearing

MT/ESW/MKW

Agenda Item R9J
Date 7-8-15

1915 • 2015

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing will be held by the Beachfront Management Plan Ad-Hoc Advisory Group of the City of Miami Beach, Florida, in the City Manager's Large Conference Room, 4th Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Tuesday, August 18, 2015 at 9:00 a.m.,** or as soon thereafter as the matter can be heard, to consider and provide input on the City's Beachfront Management Plan in accordance with Chapter 259.032(10) of the Florida Statutes. Inquiries may be directed to the Environment and Sustainability Division at 305.673.7010.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This item is available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item therein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the Beachfront Management Plan Ad-Hoc Advisory Group with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

Publish in The Miami Herald (Neighbors Section), July 16, 2015.

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Ed Tobin, Commissioner

DATE: July 1st, 2015

SUBJECT: Agenda item for July 8th, 2015 City Commission Meeting

Please place on the July 8th , 2015 Agenda for City Commission Meeting a discussion regarding garage for Collins Park Neighborhood.

If you have any questions please do not hesitate to call our office.

Best Regards,

Dessiree Kane
on behalf of Commissioner Ed Tobin

1/23

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

Agenda Item R9K
Date 7-8-15

Kane, Dessiree

From: Ray Breslin [bresaro@aol.com]
Sent: Monday, June 29, 2015 11:17 AM
To: Morales, Jimmy; philip@mayorphiliplevine.com; Weithorn, Deede; Malakoff, Joy; Steinberg, Micky; Tobin, Ed; Wolfson, Jonah; Grieco, Michael
Cc: Martinez, David - CIP; Brooks, Kathie; Frances, Saul
Subject: Re: parking garage

Jimmy:
I absolutely agree. However, we ALWAYS knew that a ZaHa Hadid garage was a luxury and not needed. It is like having a Rolls Royce when a Chevy would do. I was on the selection committee and brought all of this up from the very beginning when ZaHa showed up with her entire entourage to make her presentation. She is a true Diva and held nothing back to sell the committee. When the City purchased the land on 23rd Street from Ron Bloomberg, it came with a garage design from ADD Inc. but the former City Manager and Commission wanted something more grandioso for our neighborhood when in reality we just wanted a functioning garage. Now we have neither. Feel free to verify this with Deede, Jonah and Ed. They are the only ones still here from that administration.
That is why I suggested a private/public partnership. Someone who might actually be able to move this forward with their dollars when the City cannot. Many of our stakeholders have already paid millions in parking impact fees with no garage in sight.
As stated before, we had a garage planned and funded long before 5th and Alton, long before Sunset Harbor, long before New World and even long before the City's new garage next to City Hall. We need to move swiftly to get back on track. Yes, it would fantastic to have an iconic garage but it is far more imperative to have a garage. What can you now do to get this jump started again? I know the current Mayor and Commission can get things done at lightening speed. They proved that with the Alton/ West Trolley that took 52 days to implement by stepping out of the box and taking the County out of the equation. It is time to make this garage a priority no matter what it takes or we will have a new Convention Center and Convention Center Hotel while we sadly wait for a garage at the northern gateway to South Beach. This is truly an economic travesty for the Collins Park Art and Cultural Neighborhood. Can you please help?
Thank you,
Ray Breslin
www.collinspark.us

-----Original Message-----
From: Morales, Jimmy <JimmyMorales@miamibeachfl.gov>
To: 'Ray Breslin' <bresaro@aol.com>; philip <philip@mayorphiliplevine.com>; Weithorn, Deede <DeedeWeithorn@miamibeachfl.gov>; Malakoff, Joy <JoyMalakoff@miamibeachfl.gov>; Steinberg, Micky <micky@miamibeachfl.gov>; Tobin, Ed <EdTobin@miamibeachfl.gov>; Wolfson, Jonah <JonahWolfson@miamibeachfl.gov>; Grieco, Michael <MichaelGrieco@miamibeachfl.gov>
Cc: Martinez, David - CIP <DavidMartinez@miamibeachfl.gov>; Brooks, Kathie <KathieBrooks@miamibeachfl.gov>; Frances, Saul <SaulFrances@miamibeachfl.gov>
Sent: Mon, Jun 29, 2015 9:35 am
Subject: RE: parking garage

Ray,

With all due respect, the attached article is wrong and completely out of touch with economic reality. This has nothing to do with sea level rise issues. The City adjusted the budget (including the design fees) for any changes made to accommodate sea level rise issues. The truth is that the architect's cost estimates throughout this process were always within the adjusted budget. It was only when we retained our Construction Manager at risk, who then did a cost

2/2

estimate at 60% drawings, that we found out the true cost of this project. Obviously, it is a policy decision for the Mayor and Commission to determine how much they want to spend on a garage. But the economic reality is that the City does not have an additional $25 million to spend on the garage. It is easy for the author of the article to criticize since it is not his money that is being spent. But we have a fiduciary duty on behalf of the taxpayers in this community, and spending approximately $100K per parking space is hard to swallow, no matter who the star-chitect is. Thanks

MIAMI**BEACH**
Jimmy Morales
City Manager
OFFICE OF THE CITY MANAGER
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7010 / Fax: 305-673-7782 / http://www.miamibeachfl.gov

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

From: Ray Breslin [mailto:bresaro@aol.com]
Sent: Friday, June 26, 2015 9:48 AM
To: Morales, Jimmy; philip@mayorphiliplevine.com; Weithorn, Deede; Malakoff, Joy; Steinberg, Micky; Tobin, Ed; Wolfson, Jonah; Grieco, Michael
Cc: Martinez, David - CIP; Brooks, Kathie; Frances, Saul
Subject: parking garage

To: The Mayor, Commissioners, and City Manager:
From: Ray Bresin
Subject: 23rd Street Garage

Hi all:

Last week I sent you all an email regarding possible options to keep the garage on track and how we desperately need this garage in order to move the economy of our neighborhood forward. One of my suggestion was a public/private partnership. I am in no way trying to tell you what to do but am simply trying to give options. Going back to square one would be devastating to our neighborhood and not one we want.
Here is an article that was sent to me this morning by Harvey Burstein, CPNA's Vice President. This kind of negative publicity is what I was trying to avoid. Only you can keep this on track. Please help. I can give you at least 3 vested partners in our neighborhood who would be interested in entering into a partnership with the City if that is the direction you choose to go.
You could also just bite the bullet and make the final investment into our City's Art and Cultural Neighborhood which has always been earmarked to become the epicenter for Art and Culture in South Florida when the Cultural Campus was formed around Collins Park more than a dozen years ago. Realizing that this garage is iconic and way more than just a garage that will bring people world wide to see and visit our City should be the incentive enough. This is an intangible asset that you are potentially letting slip away. Remember, you have both RDA money available as well as parking impact fees. The original intention was to build a garage worthy of the Art and Cultural District. Please don't lose sight of that goal.
Thanks and have great weekend,
Ray Breslin
www.collinspark.us

STARCHITECTURE WATCH

Miami Beach Doesn't Want to Pay for Zaha Hadid's Garage

Wednesday, June 24, 2015, by Sean McCaughan

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Ed Tobin, Commissioner

DATE: July 1st, 2015

SUBJECT: Agenda item for July 8th, 2015 City Commission Meeting

Please place on the July 8th , 2015 Agenda for City Commission Meeting a discussion and update regarding undergrounding of FPL lines in the Venetian Islands and city wide

If you have any questions please do not hesitate to call our office.

Best Regards,

Dessiree Kane
on behalf of Commissioner Ed Tobin

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Michael Grieco, Commissioner

DATE: July 1, 2015

SUBJECT: Discussion regarding the City of Miami Beach assuming jurisdictional authority over certain traffic engineering components on local roads within the City of Miami Beach

Please place on the July 8th City Commission Meeting Agenda a discussion item regarding the City of Miami Beach assuming jurisdictional authority over certain traffic engineering components on local roads within the City of Miami Beach

If you have any questions please do not hesitate to contact Danila Bonini at extension 6457.

MG/db

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Micky Steinberg, Commissioner

DATE: June 30, 2015

SUBJECT: Agenda item for the July 8, 2015 City Commission Meeting

Please place on the July 8, 2015 City Commission agenda a discussion related to traffic calming solutions at 24th street and Collins Avenue.

If you have any questions please do not hesitate to call our office.

Thank you.

Tathiane Trofino
On behalf of Commissioner Micky Steinberg

MIAMI**BEACH**
Aide to Commissioner Micky Steinberg
OFFICE OF MAYOR AND COMMISSION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7103 / Fax: 305-673-7096 / www.miamibeachfl.gov
We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy L. Morales, City Manager
FROM: Deede Weithorn, Commissioner
DATE: July 1, 2015
SUBJECT: Discussion Item - Referral regarding strengthening our ethics ordinances with regard to vendors and Pacs.

Please place on the July 8, 2015 City Commission agenda a discussion item regarding strengthening our ethics ordinances with regard to vendors and Pacs.

If you have any questions, please contact me at extension 6528.

Layda Hernandez
On behalf of Commissioner Weithorn

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R10

CITY ATTORNEY REPORTS

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Raul Aguila, City Attorney Raul Aguila

DATE: July 8, 2015

SUBJECT: **City Attorney's Status Report**

LAWSUITS FILED BY OR AGAINST THE CITY OF MIAMI BEACH SINCE THE LAST REPORT

1. **DONNA JANE WATTS V. CITY OF MIAMI BEACH, FLORIDA AND SMITH ORISME** Case Civil Action No. 15CV21292-RNS (United States District Court for the Southern District of Florida)

   Plaintiff Donna Watts sued the City of Miami Beach and Officer Smith Orisme alleging that Orisme improperly accessed her driver's license data for personal purposes. The city attorney's office is vigorously defending the claim. The case is not likely to result in a significant judgment.

2. **HERIBERTO LOPEZ V. ATLANTIC BROADBAND ENTERPRISE, LLC, A FOREIGN LIMITED LIABILITY COMPANY, BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T SOUTHEAST and CITY OF MIAMI BEACH** Case No. 2015-11573 CA 01 (Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida)

   The City was served with this complaint on June 2, 2015 alleging that on January 26, 2012, the plaintiff, Martin Weber, was walking westbound on the public sidewalk on the northeast corner just west of the intersection of 2nd Street and Alton Road in Miami Beach, Miami-Dade County, Florida when he tripped and fell over a metal guy-wire anchor protruding from the sidewalk. The purpose of the metal guy-wire anchor was to provide support for a utility pole owned by Co-Defendant, BellSouth and used by co-defendants, Atlantic Broadband and Sprint. It is alleged that because the pole was insufficient to handle the facilities of all three utility companies, it was removed and replaced with another pole, but the guy-wire protruding from the sidewalk was not removed.

   The plaintiff was injured as a result of tripping against the guy-wire and is alleging that since the sidewalk belongs to CMB, the City was negligent in its maintenance and inspection of its sidewalk. We shall file our answer to the complaint and propound discovery. We shall also look into indemnification from the three co-defendants as the utility is owned by one of them and used by all three co-defendants.

Agenda Item R10A
Date 7-8-15

3. **CITIBANK, N.A., ETC., V. 420 CWELT-2007, LLC, ETC. ET AL.,** Case No. 15-11764 CA 58 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located 420 15th Street, Unit 102, Miami Beach, Florida. The Summons and Verified Complaint were served on the City on June 5, 2015.

   The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on June 8, 2015.

4. **U.S. BANK, N.A. V. JORGE L. RODRIGUEZ, ETC. ET AL.,** Case No. 14-25524 CA 06 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located 420 15th Street, Unit 102, Miami Beach, Florida. The Summons and Verified Complaint were served on the City on June 8, 2015.

   The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on June 8, 2015.

5. **ROBERT PERI v. CITY OF MIAMI BEACH, JOHN DOE AND JANE DOE** Case No.15-11775 CA 04 (Circuit Court of the 11th Judicial Circuit in and for Miami –Dade County, Florida)

   The City was served with this complaint on June 8, 2015 alleging that on 7/19/12, 8/19/12, 9/1/12 and 2/23/14, the Plaintiff, Robert Peri, was arrested for selling water and Gatorade on the beach without a license. Plaintiff is suing for false arrest and malicious prosecution against the City and two John Doe officers that he claims he is yet to ascertain their identify and when he does, he will provide their identity. The Plaintiff has a pending lawsuit (Case No. 13-25501 CA15) against the City, before the Honorable Jose Rodrigues which asserts similar issues to the present lawsuit served upon the City.

   We will be filing a motion to transfer this case and consolidate it with the lower case # 13-25501 CA 15 before Judge Rodriguez and once the case is transferred and consolidated, We shall file a motion to dismiss on Res Judicata grounds since the Plaintiff had admitted and noted in Paragraph 23 of the City's counter claim against Robert Peri for injunctive relief from selling water that was filed on 9/20/13 and granted by Judge Rodriguez on 12/11/13 that he was selling water without a license on August 2, 2012 (Case No. 12-30344 –CA-23) ("civil suit") and in a suit filed in the County Court Small Claims Division on May 16, 2012 (Case No. 12-10160-SP-05) ("small claims suit).

6. **LOIS WOLFF V. CMITY OF MIAMI BEACH, a Municipal Corporation, and FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida** Case No. 15-7822CA (Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida)

   The City was served with this complaint on June 9, 2015 alleging that on May 30, 2014, the plaintiff, Lois Wolff, was walking along the crosswalk across Alton Road and 41th Street in Miami Beach, FL when she tripped and fell sustain injuries as a result of a large chunk of concrete missing from the subject curb ramp, creating a dangerous condition that was not open and obvious to the plaintiff. The location is FDOT's and not the City, consequently, we shall file a motion to dismiss on the grounds that we do not own nor maintain the location of the fall.

7. **DEUTSCHE BANK NATIONAL TRUST, ETC., VS JOSE G. PEREZ, ETC. ET AL., CASE** No. 15-13340 CA 35 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located 2000 Biarritz Drive, Unit 307, Miami Beach, Florida. The Summons and Verified Complaint were served on the City on June 24, 2015.

   The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on June 25, 2015.

8. **U.S. BANK, N.A. VS. ROBERT W. STANSBERRY, ETC. ET AL.,** Case No. 15-12882 CA 08 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located 1740 NW 49 Street, Miami, Florida. The Summons and Verified Complaint were served on the City on June 28, 2015.

   The Plaintiff improperly joined the City of Miami Beach to this action. The correct municipality is the City of Miami. The City's Motion to Dismiss will be timely filed.

RA\SR\AB\EB\RR\lr
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REPORTS
AND
INFORMATIONAL ITEMS

1. Reports and Informational Items (see LTC 270-2015)

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MIAMIBEACH 1915 • 2015

271-2015

LETTER TO COMMISSION

To: Mayor Philip Levine and Members of the City Commission

From: Jimmy L. Morales, City Manager

Date: July 8, 2015

Subject: List of Projects Covered by the Cone of Silence Ordinance

In an effort to disseminate information to elected officials and City staff relative to projects that are covered by the requirements of the City's Cone of Silence Ordinance, following is a list of all current solicitations (i.e., Invitation for Bids ("Bids"), Request for Proposals (RFPs), and Request for Qualifications (RFQs), that, to date, are covered by the ordinance. Please note that the Cone of Silence is in effect from the date the solicitation is advertised, as indicated below, through date of award by the City Commission.

Solicitation Number	Date Advertised and Issued	Document Title	Department
2014-346-RFQ-YG	09/18/2014	Professional Architectural and Engineering Services in Specialized Categories on an "As-Needed-Basis"	Citywide
2015-012-ITB-AK	02/04/2015	Printing and Bulk Mailing Services	Citywide
2015-112-RFP-WG	03/13/2015	To Provide Wellness Services to the City of Miami Beach for its Active Employees and their Dependents	Human Resources
2015-115-RFQ-JR	03/20/2015	Program Manager for the Intelligent Transportation System and Parking Management Systems	Transportation
2015-163-RFP-LR	04/17/2015	City Website Design, Development and implementation	IT
2015-135-RFP-WG	04/21/2015	Parking Meter Collection Services	Parking
2015-146-RFP-YG	04/21/2015	Parking Attendants	Parking

Agenda Item 2
Date 7-8-15

Solicitation Number	Date Advertised and Issued	Document Title	Department
2015-133-RFP-YG	05/05/2015	Design/Build Services for Neighborhood No. 8: Central Bayshore South Right-of-Way Infrastructure	CIP
2015-145-ITB-AK	05/05/2015	Emergency Board Up and Security Services	CIP
2015-144-RFQ-YG	05/08/2015	Public Information Outreach Services on Right of Way and Facilities Construction Projects	CIP and Public Works
2015-160-RFQ-YG	05/08/2015	Constructability, Cost, and Value Engineering Review Services	CIP
2015-013-RFP-YG	05/08/2015	Security Officer Services	Emergency Management
2015-176-RFP-JR	05/11/2015	Elevator Inspections and Plans Review Services	Building
2015-178-RFP-WG	05/14/2015	Installation and Operation of Citywide Automated Teller Machines (ATM) at various City-Owned Properties and Facilities	Tourism, Culture and Economic Development
2015-182-ITB-JR	05/27/2015	City Hall HVAC & VFD Replacement	Property Management
2015-137-ITB-AK	06/04/2015	Pour in Place Playground Surfaces and Bonded Aggregate for Landscaped Areas	Parks and Recreation
2015-195-RFP-LR	06/09/2015	Health Care Benefits Consultant Services	Human Resources
2015-210-ITB-WG	06/10/2015 (Tentative)	Miami Beach Golf Club Cart Path Replacement	Parks and Recreation
2015-201-ITB-WG	06/19/2015	Lease of Golf Course Turf Maintenance Equipment	Park and Recreation
2015-117-ITB-MT	07/01/2015 (Tentative)	Annual Inspection, Testing, Certification Repairs and Maintenance for the Citywide Fire Sprinkler Systems, Fire Pumps, Standpipes and Fire Backflow Preventers	Property Management
2015-100-ITB-YG	07/06/2015	Directional Bore Services for Electrical Street Lighting Conduits and Water Services For Water Meters	Public Works
2015-191-ITB-YG	07/08/2015	South Pointe Park Water Feature Rehabilitation	CIP
2015-177-RFP-JR	07/10/2015	Electrical Vehicle Charging Stations for the City's Parking Facilities, Parking Garages and Surface lots.	Environmental and Sustainability

Solicitation Number	Date Advertised and Issued	Document Title	Department
2015-200-ITB-JR	07/13/2015	Purchase of Heating, Ventilation and Air Conditioning (HVAC) Parts and Equipment	Property Management
2015-205-RFP-WG	07/13/2015 (Tentative)	Management and Operation of Concession Located East of Collins Avenue Near Both 21st and 46th Street	Tourism, Cultural, and Economic Development/Real Estate
2015-211-RFQ-KB	07/13/2015 (Tentative)	Architectural and Engineering Design Services for North Shore Open Space Park	CIP
2015-213-RFQ-KB	07/13/2015 (Tentative)	Preparation of Environmental Analysis for the Miami Beach Component of the Beach Corridor Transit Connection Project and for Review and Evaluation of Related Proposals as Necessary	Transportation
2015-206-RFQ-KB	07/13/2015 (Tentative)	Roofing Consultant Services	Property Management
2015-207-ITB-YG	07/28/2015 (Tentative)	Public Works Facility Yard Improvements and Pump House Renovations	CIP

Please note that ITBs, RFPs, and RFQs are being issued on a daily basis. Therefore, it is recommended that you or your staff view the list of projects under the Cone of Silence on a regular basis. Should you have any questions or need additional information, please feel free to contact me.

JLM/MT/AG
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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 8, 2015

SUBJECT: **REPORT FROM COMMISSION COMMITTEES OF WITHDRAWN ITEMS NOT HEARD WITHIN (6) SIX MONTHS FROM REFERRAL DATE.**

Pursuant to Resolution No. 2013-28147, items that are referred to Commission Committees to be reviewed, but are not heard by that Committee within (6) six months of its referral date are automatically withdrawn.

Attached is a list of item(s) that were automatically withdrawn for July 2015:

Neighborhood/Community Affairs Committee

There are no items to be automatically withdrawn at this time.

Finance & Citywide Projects Committee

There are no items to be automatically withdrawn at this time.

Sustainability & Resiliency Committee

There are no items to be automatically withdrawn at this time.

Land Use & Development Committee

There are no items to be automatically withdrawn at this time.

JLM/REG

T:\AGENDA\2015\July\Committee Items Removed after 6 months.docx

Agenda Item 3
Date 7-8-15

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RDA

REDEVELOPMENT AGENCY ITEM SUMMARY

Condensed Title: **SECOND READING / PUBLIC HEARING**

A Resolution Of The Miami Beach Redevelopment Agency (RDA), Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, And Approving, On Second And Final Reading And Following A Duly Noticed Public Hearing, A Lease Agreement, Substantially In The Form Attached To This Resolution, Between The RDA (Landlord) And Cubiche 105, LLC (Tenant), In Connection With The Use Of Suite Nos. 1-3 At The Anchor Shops, Located At 1555 Washington Avenue, Miami Beach, Florida (Premises), For A Term Of Nine (9) Years And Three Hundred And Sixty Four (364) Days From Rent Commencement, With Two (2) Renewal Options, For Five (5) Years Each, At The Tenant's Option; Further Waiving The Competitive Bidding Requirement In Section 82-39(A) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City/RDA; And Further Approving The Commission Agreement With Koniver Stern Group, Inc.

Key Intended Outcome Supported:

N/A

Supporting Data (Surveys, Environmental Scan, etc.):
N/A

Item Summary/Recommendation:

The Miami Beach Redevelopment Agency (RDA) and BBQ Beach, Inc. were parties to a retail lease dated March 1, 2006, for 6,217 square feet of restaurant space, located at 1555 Washington Avenue, Suites 1-3, Miami Beach, Florida 33139 (Premises), for a period of ten (10) years, commencing March 1, 2006 and ending February 29, 2016, with one (1) renewal option for an additional ten (10) years. BBQ Beach breached its lease by failing to remit rent for the months of April 2014 through December 2014 and on or about October 27, 2014, was served with a Three (3) Day Notice, by the City, as a precondition to filing an eviction lawsuit. On April 13, 2015, the RDA and BBQ Beach entered into a Settlement Agreement and Release whereby BBQ Beach agreed to various terms and conditions, including the payment of $137,776.00, in twelve equal installments of $11,480.00, representing back rent for the period ending February 28, 2015.

Subsequently, the Administration secured a fair market rental appraisal, marketed the Premises for lease, identified Tenant as a prospective user, commenced negotiations and, ultimately agreed to terms and conditions for a new lease.

The terms and conditions of the new lease agreement include an initial tern for a period of nine (9) years and three hundred and sixty four (364) days, and an additional two (2) renewal options for five (5) years each, at market rent.

Pursuant to Section 1.03(b)(4), of Article I of the charter of the City of Miami Beach, leases of City-owned property, of ten (10) years or longer, including renewal options, require the approval by a majority of 4/7th vote of all members of the Planning Board and 6/7th vote of the City Commission.

Pursuant to Section 82-38 of Article II of the City Code, a planning analysis is required. The Planning Department performed said analysis and concluded: the proposed use for the site is consistent with the goals, objectives and policies of the City; the use will generate no negative impacts for the surrounding area and the property would continue to serve the public interest. Pursuant to Section 82-39(a) of Article II of the City Code, an advertised public bidding process, or the waiver of same by a 5/7th vote of the City Commission will be required. Pursuant to Section 82-37(a)(2) of Article II of the City Code, the approval of this lease will require two readings, with the second reading to be a accompanied by a public hearing.

The RDA met on June 10, 2015 and unanimously adopted RDA Resolution No. 614-2015, which approved the proposed lease on First Reading. The Planning Board met on June 23, 2015 and unanimously recommended in favor of the lease.

The Administration recommends the approval of a new lease agreement containing these business terms, subject to final review and approval by the City Attorney's Office, and further recommends approval of the Commission Agreement with Koniver Stern Group, Inc.

Advisory Board Recommendation:

The Administration submitted the agreed upon terms and conditions to the Finance and Citywide Projects Committee (FCWPC) at its May 20, 2015 meeting, and the FCWPC recommended approving a new lease agreement with Tenant, for a period of nine (9) years and three hundred and sixty four (364) days; and further recommended allowing an additional two (2) renewal options for five (5) years each.

Financial Information:

Source of Funds:		Amount	Account
	1	N/A	

Financial Impact Summary: Base Rental Rate is $56.00 PSF, plus Operating Expenses of $8.81 PSF. Over the 10 year term of the lease Annual Base Rent totals $4,577,298, Rent and Operating Expenses are projected at $5,205,450.

City Clerk's Office Legislative Tracking:

Max Sklar, ext. 6116

Sign-Offs:

Department Director	Assistant City Manager	City Manager
MAS	KGB	JLM

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MIAMIBEACH

AGENDA ITEM 1A
DATE 7-8-15

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

REDEVELOPMENT AGENCY MEMORANDUM

TO: Chairperson and Members of the Miami Beach Redevelopment Agency

FROM: Jimmy Morales, Executive Director

DATE: July 8, 2015

SECOND READING / PUBLIC HEARING

SUBJECT: **A RESOLUTION OF THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), ACCEPTING THE RECOMMENDATION OF THE CITY'S FINANCE AND CITYWIDE PROJECTS COMMITTEE, AND APPROVING, ON SECOND AND FINAL READING OF THIS RESOLUTION AND FOLLOWING A DULY NOTICED PUBLIC HEARING, A LEASE AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, BETWEEN THE RDA (LANDLORD) AND CUBICHE 105, LLC (TENANT), IN CONNECTION WITH THE USE OF SUITE NOS. 1-3 AT THE ANCHOR SHOPS, LOCATED AT 1555 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA (PREMISES), FOR A TERM OF NINE (9) YEARS AND THREE HUNDRED AND SIXTY FOUR (364) DAYS FROM RENT COMMENCEMENT, WITH TWO (2) RENEWAL OPTIONS, FOR FIVE (5) YEARS EACH, AT THE TENANT'S OPTION; FURTHER WAIVING THE COMPETITIVE BIDDING REQUIREMENT IN SECTION 82-39(a) OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY/RDA; AND FURTHER APPROVING THE COMMISSION AGREEMENT WITH KONIVER STERN GROUP, INC.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The Miami Beach Redevelopment Agency (the "RDA") and BBQ Beach, Inc. were parties to a retail lease dated March 1, 2006, for 6,217 square feet of restaurant space, located at 1555 Washington Avenue, Suites 1-3, Miami Beach, Florida 33139 (the "Premises"). The lease was for a period of ten (10) years, commencing March 1, 2006 and ending February 29, 2016, with one (1) renewal option for an additional ten (10) years.

BBQ Beach breached its lease by failing to remit rent for the months of April 2014 through December 2014. On or about September 16, 2014, BBQ Beach was served with a Notice of Termination of Tenancy wherein the RDA requested payment of rent or termination of the tenancy. Having failed to cure the default, on or about October 27, 2014, BBQ Beach was served with a Three (3) Day Notice, as a precondition to filing an eviction lawsuit. The parties agreed it would be in their best interests to resolve and settle any and all claims which were, or could have been, asserted in a commercial eviction action.

On April 13, 2015, the RDA and BBQ Beach entered into a Settlement Agreement and Release whereby BBQ Beach agreed to various terms and conditions, including the payment of $137,776.00, in twelve equal installments of $11,480.00, representing back rent for the period ending February 28, 2015.

ANALYSIS

In anticipation of the Premises being vacated by BBQ Beach, the City, on behalf of the RDA, began marketing the space for lease in November 2014. In order to obtain current and accurate market rental data, the City procured the services of a certified appraiser to provide a Market Rent Analysis, dated March 27, 2015 (the "Analysis"), which is attached hereto as Exhibit A (Market Rent Analysis). As contained in the Analysis, the current market rent for comparable space is $59.00 per square foot, on a triple net (NNN) basis, with operating expenses averaging $15.58 per square foot.

Also, in order to obtain an accurate drawing of the Premises, and to verify the size of the Premises, the City procured the services of a licensed architect to provide an updated drawing of the retail area, dated April 21, 2015 (the "Floor Plan"), which is attached hereto as Exhibit B (Floor Plan). As contained in said Floor Plan, the Premises contains 7,130 total square feet, consisting of 6,342 square feet of ground floor space and 788 square feet of 2nd floor space.

The Administration identified the following three (3), primary leasing objectives in procuring a new tenant for the Premises: 1) a user which would provide a positive impact on the Anchor Shops property and the Washington Avenue & 16th Street area overall, 2) a user with a successful track record and a high likelihood of being successful at the Premises and 3) a lease agreement which includes terms and conditions providing the greatest financial return to the City.

The City received substantial interest in the Premises, including five (5) proposals, ranging from the entire Premises (7,130 square feet) to a portion of the Premises (+/- 1,600 square feet). The Administration was not satisfied with the type of prospects which were expressing an interest in the Premises as none of them, in the Administration's view, satisfied the established leasing objectives. For this reason, the Administration, via a piggyback of the State of Florida Department of Management Services contract, was in discussions with CBRE, a national, full-service real estate provider, to market the space on a national basis.

Prior to finalizing the listing agreement with CBRE, the Administration identified Tenant as a prospective user which satisfied all of the established leasing objectives. Tenant is a newly formed joint venture, comprised of the principles of two local restaurants, which will offer Latin cuisine in a fine dining setting. A business plan for Tenant is attached hereto as Exhibit C (Business Plan).

The Administration commenced negotiations and, ultimately agreed to terms with Tenant, as further described in the executed Letter of Intent, dated April 28, 2015, attached hereto as Exhibit D (Letter of Intent). As contained in the Letter of Intent, the Base Rental Rate was $60.00 per square foot, with three percent (3%) annual increases over a term of ten (10) years. The Operating Expenses for the retail portion of the Anchor Shops building were estimated at $3.00 per square foot for 2015. Subsequent to executing the Letter of Intent, staff negotiated for an additional security deposit. Tenant agreed to increase the security deposit from six (6) month's gross rent to nine (9) month's gross rent, consisting of: 1) a Personal Guaranty equal to three (3) month's gross rent and 2) a Letter of Credit equal to six (6) month's gross rent, for the first year of the lease. The security deposit shall be reduced to six (6) month's gross rent after

the first year. After the second year of the lease, and for the remainder of the lease thereafter, the security deposit shall be reduced to three (3) month's gross rent.

The Lease Agreement, in substantial form, subject to final review and approval by the City Attorney's Office, is attached hereto as Exhibit E (Lease Agreement).

Lease Commission
Tenant is represented by Koniver Stern Group, which shall be paid a leasing commission, by the RDA, in accordance with a separate commission agreement. The leasing commission shall be equal to three percent (3%) of the aggregate Annual Base Rent over the initial term of the lease. Accordingly, Koniver Stern Group shall be paid a leasing commission in the amount of $137,318.93, as illustrated in the following chart:

Koniver Stern Commission Calculation		
Aggregate Base Rent	**Rate**	**Commission**
$4,577,297.73	3.00%	**$137,318.93**

Renewal Options
In addition to the initial term of nine (9) years and three hundred and sixty four (364) days, the Lease Agreement contains two (2) additional renewal options, for an additional five (5) years each, at the then current fair market rent.

Leases of City-owned property, of ten (10) years or longer, including renewal options, require the following Administrative approvals:

1. Pursuant to Section 1.03(b)(4), of Article I of the charter of the City of Miami Beach, this proposed lease will require the approval by a majority of 4/7th vote of all members of the Planning Board and 6/7th vote of the City Commission.

2. Pursuant to Section 82-38 of Article II of the City Code, a planning analysis is required. The Planning Department performed said analysis, attached hereto as Exhibit E (Planning Analysis), and concluded: the proposed use for the site is consistent with the goals, objectives and policies of the City; the use will generate no negative impacts for the surrounding area and the property would continue to serve the public interest.

3. Pursuant to Section 82-39(a) of Article II of the City Code, an advertised public bidding process, or the waiver of same by a 5/7th vote of the City Commission.

FINANCE AND CITYWIDE PROJECTS COMMITTEE

At the May 20, 2015 Finance and Citywide Projects Committee (FCWPC) meeting, the Administration presented the terms and conditions set forth above. The FCWPC considered this matter and recommended approving a new Lease Agreement with Cubiche 105, LLC, for a period of nine (9) years and three hundred and sixty four (364) days; and further recommended allowing an additional two (2) renewal options for five (5) years each.

PLANNING BOARD

Pursuant to Section 1.03(b)(4), of Article I of the charter of the City of Miami Beach, the Planning Board met on June 23, 2015, and unanimously recommended in favor of the proposed lease.

FIRST READING

The RDA adopted Resolution No. 614-2015, which approved the subject lease on First Reading, referred the item to the June 23rd Planning Board meeting pursuant to Section 1.03(b)(4), of Article I of the charter of the City of Miami Beach, and scheduled this item to be heard on Second Reading and Public Hearing for July 8, 2015. During discussion of the item a question arose concerning the pass-through operating expenses and the brokerage commission for Koniver Stern Group.

Staff has continued to review the operating expenses for the facility and has since recalculated the operating expenses at $8.81 per square foot, broken down as follows:

Property Taxes:	$7.44
Insurance:	$0.54
Maintenance:	$0.83
TOTAL:	$8.81

Tenant negotiated for a decrease in rent to offset the increase in estimated operating expenses ($5.81 PSF) and staff ultimately agreed to reduce the Base Rental Rate by $4.00 PSF.

Accordingly, the revised terms stipulate the Base Rental Rate is $56.00 PSF, which is 95% of the appraised value of $59.00 PSF stipulated in the Market Rent Analysis, with three percent (3%) annual increases. The Operating Expenses for the retail portion of the Anchor Shops building are estimated at $8.81 per square foot for 2015. The schedule of Base Rent and Operating Expenses due over the initial ten (10) year term is illustrated in the following chart:

Square Feet:	7,130
Rent PSF:	$56
Increases:	3%

Year	PSF Rent	Monthly Rent	Annual Rent	PSF OEX	Monthly OEX	Annual OEX	Monthly Rent & OEX	Annual Rent & OEX
1	$56.00	$33,273.33	$399,280.00	$8.81	$5,234.61	$62,815.30	$38,507.94	$462,095.30
2	$57.68	$34,271.53	$411,258.40	$8.81	$5,234.61	$62,815.30	$39,506.14	$474,073.70
3	$59.41	$35,299.68	$423,596.15	$8.81	$5,234.61	$62,815.30	$40,534.29	$486,411.45
4	$61.19	$36,358.67	$436,304.04	$8.81	$5,234.61	$62,815.30	$41,593.28	$499,119.34
5	$63.03	$37,449.43	$449,393.16	$8.81	$5,234.61	$62,815.30	$42,684.04	$512,208.46
6	$64.92	$38,572.91	$462,874.95	$8.81	$5,234.61	$62,815.30	$43,807.52	$525,690.25
7	$66.87	$39,730.10	$476,761.20	$8.81	$5,234.61	$62,815.30	$44,964.71	$539,576.50
8	$68.87	$40,922.00	$491,064.04	$8.81	$5,234.61	$62,815.30	$46,156.61	$553,879.34
9	$70.94	$42,149.66	$505,795.96	$8.81	$5,234.61	$62,815.30	$47,384.27	$568,611.26
10	$73.07	$43,414.15	$520,969.84	$8.81	$5,234.61	$62,815.30	$48,648.76	$583,785.14
			$4,577,297.73		$52,346.08	$628,153.00	$433,787.56	**$5,205,450.73**

Staff has also continued to negotiate with Koniver Stern Group on terms of payment for the commission. City staff proposed a leasing commission, equal to three (3%) percent of the aggregate base rent, in the amount of $137,318.93, to be paid as follows:

1. The commission for years 1-5 of the Lease, in the amount of $68,137.45, shall accrue and be due and payable at the commencement of the Lease term, as follows: 1. twenty-five percent (25%) ($15,898.74) shall be due within sixty (60) days from execution of the Lease by both parties; and 2. the remaining seventy-five percent (75%) ($47,696.21) shall be due: 1) within sixty (60) days from the date that Tenant begins conducting business at the Premises and 2) upon the City's receipt of the first month's rent payment (not including pre-paid rent which is due upon lease execution).

2. The commission for years 6-10 of the Lease, in the amount of $73,723.98, shall accrue and be due and payable on the first day of the commencement of the sixth year of the Lease (Sixth Year Commencement Date), and only if Tenant is in good standing (no uncured defaults under the Lease exist as of the Sixth Year Commencement Date) as of the Sixth Year Commencement Date. Koniver Stern Group shall provide City with an invoice for said commission payment and Owner shall pay same within thirty (30) days from receipt of said invoice.

The payment schedule described above is further illustrated in the following chart:

Koniver Stern Payment Schedule

Years	Aggregate Base Rent	3% Commission	Due at Lease Execution	Due at Rent Payment	Due at Start of Year 6
1 - 5	$2,119,831.75	$63,594.95	$15,898.74	$47,696.21	-
6 - 10	$2,457,465.99	$73,723.98	-	-	$73,723.98
		$137,318.93			

Koniver Stern Group would agree to accept twenty-five percent (25%) of the total commission within thirty (30) days of execution of the Lease by both parties, twenty-five percent (25%) of the total commission within thirty (30) days of the City's receipt of the first month's rent payment (estimated as month eight of the lease) and the remaining fifty percent (50%) at the start of the second year of rent payments (estimated as month twenty of the lease), as further illustrated in the following chart:

Koniver Stern Payment Schedule

Years	Aggregate Base Rent	3% Commission	Due at Lease Execution	Due at 1st Month of Rent Payment	Due at 13th Month of Rent Payments
1 - 10	$4,577,297.73	$137,318.93	$34,329.73	$34,329.73	$68,659.47
		$137,318.93			

CONCLUSION AND RECOMMENDATION

The Administration recommends the RDA approve the attached resolution on Second Reading and Public Hearing.

Additionally, the Executive Director recommends waiving competitive bidding, as being in the best interest of the City/RDA.

JLM/KGB/MAS//MMM

Exhibits:

A Market Rent Analysis
B Floor Plan
C Business Plan
D Letter of Intent
E Lease Agreement
F Planning Analysis

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Exhibit A

COUNSELING REPORT
MARKET RENT ANALYSIS FOR RETAIL SPACE
The Anchor Shops at South Beach
1555 Washington Ave. Suite 1-3
Miami Beach, FL 33139

Report 201516

PREPARED FOR

City of Miami Beach
Mark Milisits
Asset Manager
Tourism, Culture and Economic Development Department
Office of Real Estate
1755 Meridian Ave.
Miami Beach, FL 33139

PREPARED BY

BLAZEJACK & COMPANY
172 W Flagler Street, Suite 340
Miami, Florida 33130
Phone: (305) 372-0211
Fax: (305) 374-1948

BLAZEJACK & COMPANY
REAL ESTATE COUNSELORS

March 27, 2015

City of Miami Beach
Mark Milisits
Asset Manager
Tourism, Culture and Economic Development Department
Office of Real Estate
1755 Meridian Ave.
Miami Beach, FL 33139

Re: Appraisal of Real Property - **201516**
Market Rent Analysis
The Anchor Shops at South Beach
1555 Washington Ave. Suite 1-3
Miami Beach, FL 33139

Dear Mr. Milisits:

At your request, we have completed an analysis of the market rent of the above referenced property, to various Assumptions and Limiting Conditions set forth in the accompanying report. The physical inspection and analysis that form the basis of the report has been conducted by the undersigned.

Our analyses have been prepared in compliance with the standards and regulations of the Uniform Standards of Professional Practice (USPAP). The accompanying report includes pertinent data secured in our investigation, exhibits and the details of the processes used to arrive at our conclusion of value.

As a result of the examination and study made, it is my opinion that the Market Rent of the retail property, subject to economic conditions prevailing, as of March 27, 2015, the date of the analysis is.

Retail Space : $59.00 per square foot Rentable on a net basis.
Total Operating Expenses: $15.58/SF Rentable

Respectfully submitted,

BLAZEJACK & COMPANY

John Blazejack Digitally signed by John Blazejack DN: cn=John Blazejack, o, ou, email=John@Blazejack.com, c=US Date: 2015.03.27 15:57:11 -04'00'

John Blazejack, MAI, CRE, FRICS
Partner
Cert Gen RZ-0093

Jose Wong
Senior Consultant
Cert Gen RZ-2797

172 W FLAGLER STREET, SUITE 340, MIAMI, FLORIDA 33130 •PHONE (305) 372-0211 •FAX (305) 374-1948

SUMMARY OF FACTS AND CONCLUSIONS

Property Name:	The Anchor Shops at South Beach
Property Type:	Retail
Location:	1555 Washington Ave. Suite 1-3 Miami Beach FL 33139
Parcel Identification	02-3234-919-1090 Source: Miami Dade Public Records
Owner:	City of Miami Beach
Client:	City of Miami Beach
Interest Appraised:	Market Rent
Date of Appraisal:	March 27, 2015
Dates of Inspection:	March 23, 2015
Date of Report:	March 27, 2015
Property Size:	Approximately 6,217 SF

Highest and Best Use:	
As Vacant:	Mixed-Use Building Development
As Improved:	Continued use as Mixed-Use Building

Value Indication, as of March 27, 2015:

Retail Market Rent:	**$59/ Square Foot Rentable on a net basis.**
Total Operating Expenses:	**$15.58/ Square Foot Rentable on a net basis.**

TABLE OF CONTENTS

CERTIFICATE OF VALUE 1

ASSUMPTIONS AND LIMITING CONDITIONS 2

MARKET RENT ANALYSIS 3

IDENTIFICATION OF THE PROPERTY 4
PURPOSE DATE AND FUNCTION OF THE REPORT 5
SCOPE OF THE ASSIGNMENT 6
PROPERTY HISTORY 6
LEGAL DESCRIPTION 6
DEFINITIONS OF VALUE AND INTEREST APPRAISED 6
MARKET RENT ANALYSIS 8
CONCLUSION 13

ADDENDA

Exhibit A	Subject Photographs
Exhibit B	Comparable Rent Photographs
Exhibit C	Engagement Letter
Exhibit D	Qualifications of the Appraisers

CERTIFICATE OF VALUE

I certify that, to the best of my knowledge and belief,

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- We have performed no services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Jose Wong have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.
- As the date of this report John Blazejack has completed the continuing education program of the Appraisal Institute. Jose Wong has completed the requirements of the education program established by the State of Florida.

BLAZEJACK & COMPANY

John Blazejack

Digitally signed by John Blazejack
DN: cn=John Blazejack, o, ou, email=John@Blazejack.com, c=US
Date: 2015.03.27 15:57:41 -04'00'

John Blazejack, MAI, CRE, FRICS
Partner
Cert Gen RZ-0093

Jose Wong
Senior Consultant
Cert Gen RZ-2797

ASSUMPTIONS AND LIMITING CONDITIONS

The appraisal is subject to the following assumptions and limiting conditions:

1 No survey of the subject property was undertaken.

2 The subject property is free and clear of all liens except as herein described. No responsibility is assumed by the appraisers for matters, which are of a legal nature, nor is any opinion on the title rendered herewith. Good and marketable title is assumed.

3 The information contained herein has been gathered from sources deemed to be reliable. No responsibility can be taken by the appraisers for its accuracy. Correctness of estimates, opinions, dimensions, sketches and other exhibits which have been furnished and have been used in this report are not guaranteed. The value estimate rendered herein is considered reliable and valid only as of the date of the appraisal, due to rapid changes in the external factors that can significantly affect the property value.

4 This study is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Publication of this report or any portion thereof without the written consent of the appraiser is not permitted.

5 The appraisers herein, by reason of this report, are not required to give testimony in court with reference to the property appraised unless notice and proper arrangements have been previously made therefore.

6 The value estimate assumes responsible ownership and competent management. The appraiser assumes no responsibility for any hidden or in apparent conditions of the property, subsoil, or structures, which would render it more or less valuable. No responsibility is assumed for engineering, which might be required to discover such factors.

7 Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraisers or firm with which they are connected, or any reference to the Appraisal Institute.

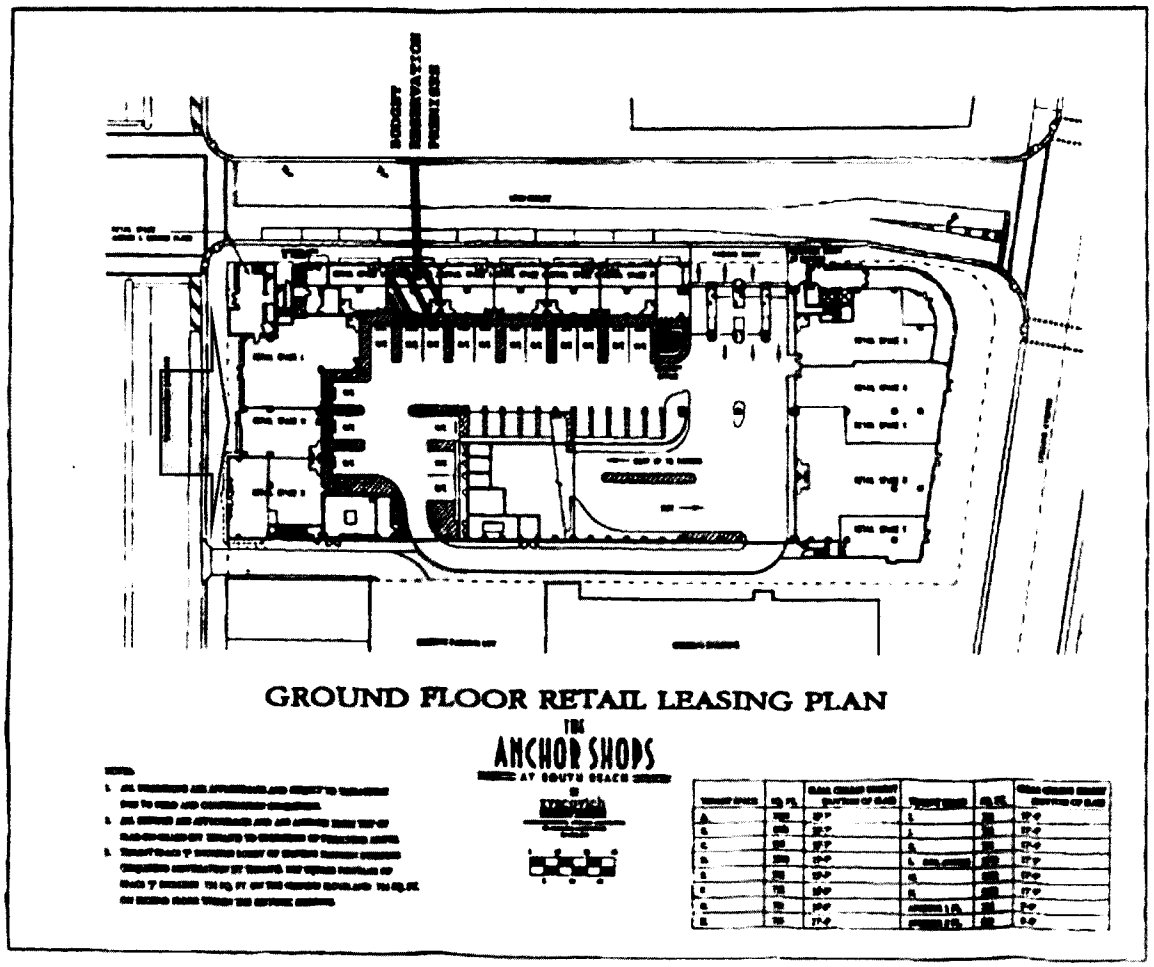
8 Any exhibits in the report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended as surveys and no responsibility is assumed for their cartographic accuracy. Any drawings are not intended to be exact in size, scale, or detail. Areas and dimensions of the property may or may not have been physically measured. If furnished by the principal or from plot plans or surveys furnished by the principal, or from public records, we assume them to be reasonably accurate. No responsibility is assumed for discrepancies, which may become evident from a licensed survey of the property.

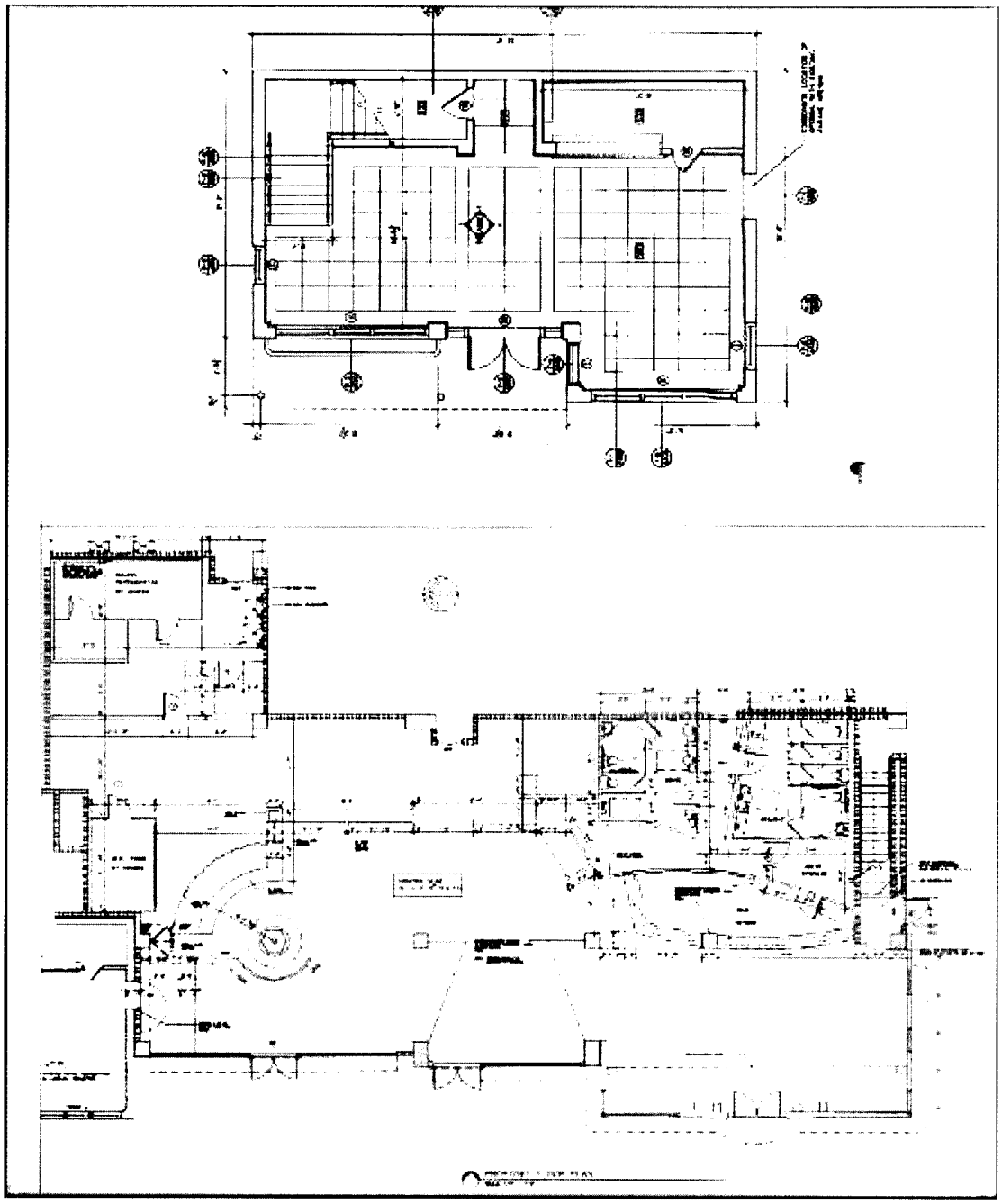
9 The Americans with Disabilities Act (ADA) became effective January 26, 1992 sets strict and specific standards for handicapped access to and within most commercial and industrial buildings. Determination of compliance with these standards is beyond appraisal expertise and, therefore, has not been attempted by the appraisers. For purposes of this appraisal, we are assuming the building is in compliance; however, we recommend an architectural inspection of the building to determine compliance or requirements for compliance.

MARKET RENT ANALYSIS

IDENTIFICATION OF THE PROPERTY

The property under analysis in this report, a retail space, is located at 1555 Washington Ave. Suite 1-3 Miami Beach, FL 33139, at the SEC of Washington Avenue and 16th Street. The building comprises a total of 261,000 SF on a 1.513 acre lot according to Public Records of Miami Dade. The building contains four-story garage and retail spaces on the first floor. The subject property under analysis is about 6,217 SF retail space in two levels. This part is a preexisted art deco building that was incorporated into the new building in 1998 when the new retail and parking was built. The first level comprises 5,917 sf of space, the second level 300 sf. The subject includes three small buildings that are connected. The building that is in the corner has two levels. The other two spaces were used as a 213-seat restaurant. The space has high ceiling. The restaurant has walking refrigerator, washing areas, storage, restrooms, bar furniture with an old décor style. The property can be subdivided for lease.





PURPOSE DATE AND FUNCTION OF THE REPORT

The purpose of this report is to estimate the market rent for the retail space. The date of the analysis was March 27, 2015. It is understood that the function of this report is for internal asset management for lease negotiations.

SCOPE OF THE ASSIGNMENT

This is a summary analysis presented in a narrative report. The scope of this analysis was to inspect the property, consider market characteristics and trends, collect and analyze pertinent data, develop a conclusion and estimate the property's market rent. During the course of this assignment, we developed and analyzed current retail space rents located in the Miami Beach area.

The extent of verification consisted of assembling and analyzing raw data gathered from a variety of sources including public records data services, news periodicals, broker or knowledgeable third parties when available, and in-houses files.

PROPERTY HISTORY

The property is held in the name of City of Miami Beach according to the Public Records of Miami Dade County. We are not aware of any transfer of the property or purchase listing or offering within the past five years.

LEGAL DESCRIPTION

Lots 8, 9, 10, 11, 12 and 13, Block 57, Fisher's First Subdivision of Alton Beach, according to the Plat thereof, as recorded in Plat Book 2, Page 77 of the Public Records of Dade County, Florida, together with all of 16th Street (Avenue "C"), less and except the following described parcel:

BEGINNING at the Southwest corner of Block 54 of said Fisher's First Subdivision of Alton Beach Plat; thence North 88° 0' 53" East along the South line of said Block 54, a distance of 443.08 feet, to the Southeast corner of said Block 54; thence South 07° 35' 04" West, a distance of 96.26 feet, to a point of cusp with a tangent curve concave to the Southwest; thence along the arc of said curve to the left, having a radius of 25.00 feet and a central angel of 90° 00' 00", an arc distance of 39.27 feet, to a point of tangency; thence North 82° 24' 52" West, a distance of 24.75 feet; thence South 88° 00' 53" West along a line 8.00 feet North of and parallel with, as measured at right angles to the North line of Block 57 of said plat, a distance of 382.18 feet to a point on the Easterly Right-of-Way line of Washington Avenue; thence North 01° 59' 11" West along said Easterly Right-of-Way line, a distance of 62.00 feet to the Southwest corner of said Block 54 and the Point of beginning.

Said lands lying and being in the City of Miami Beach and containing 65,910 square feet (1.5131 Acres) more or less.

DEFINITIONS OF VALUE AND INTEREST APPRAISED

According to the Code of Federal Regulations, Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), and according to the 12th Edition of The Appraisal of Real Estate, market value is defined as follows:

Market Value

The most probable price, which a property should bring in competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1 Buyer and seller are typically motivated.

2 Both parties are well informed or well advised, and acting in what they consider their own best interests;

3 A reasonable time is allowed for exposure on the open market.

4 Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5 The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Fee Simple Interest

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Interest

An ownership interest held by a landlord with the right to use and occupancy conveyed by a lease to others; usually consists of the right to receive rent and the right to possession at termination of the lease.

Market Rent

The rental income that a property would most probably command on the open market; indicated by current rents paid and asked for comparable space as of the date of the appraisal.

Source: Appraisal Institute, The Appraisal of Real Estate, 13th Edition, (Chicago, 2008)

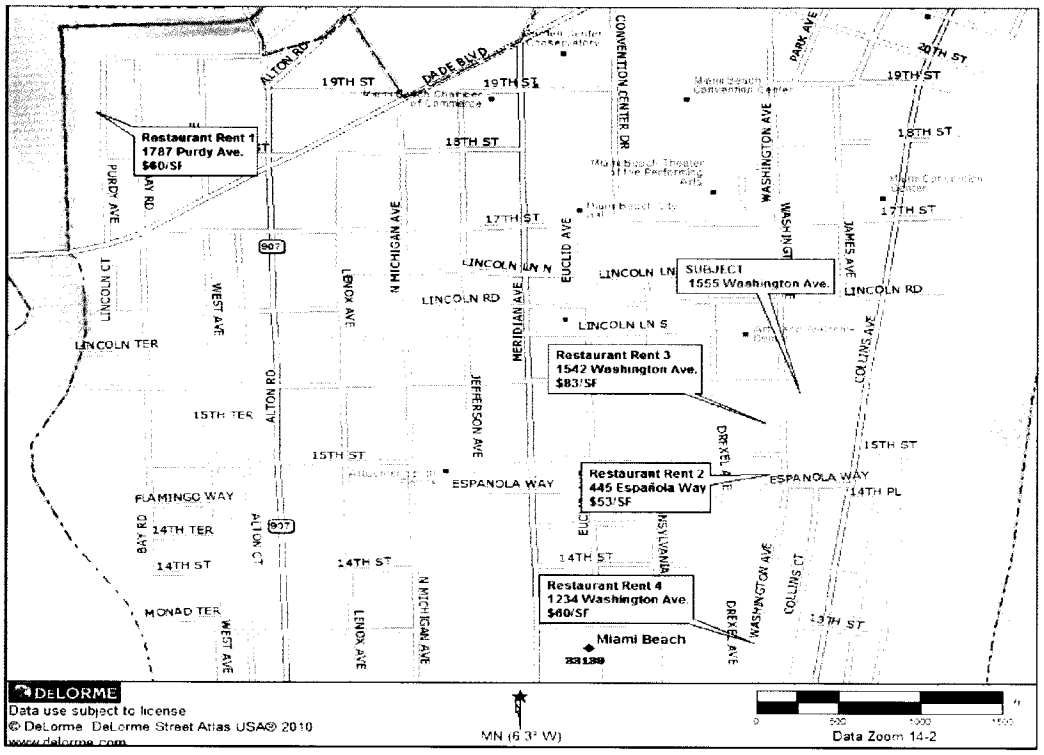
MARKET RENT ANALYSIS

Retail Market

We are estimating the market rent of the subject property, therefore a rent survey of the Miami Beach area was conducted. The basis for classification was location, design, and quality of construction, quality of interior finishes, age, and condition.

The rent comparable selected give an indication of the level of rent that could be commanded by the subject if offered in the open market. The restaurant rent survey, a location map, and a table of adjustments can be found following.

All the restaurant rates in our survey are asking rates. Leasing agents interviewed in gathering rental data indicated that no concessions are provided although some terms are negotiable depending on the size of space and length of the lease. In most cases, the rates actually achieved in leases are near the asking rates.



Comparable Restaurant Listing Rents Summary -Miami Beach - March 24, 2015

		Premise (RSF)	Year Built	Quoted Rent	Rent Type	Comments
1	**1787 Purdy Ave** Miami Beach FL 33139	4,000	1940	$60	NNN	Fully-built restaurant space in the hip "Sunset Harbour Neighborhood" of South Beach. f/k/a "PB Steak" and "Joe Allen's". First floor has 3,150 SF. Second floor has 850 SF, office & dry goods storage. Tenant can convert roof over dining (3,000 SF) into an outside deck overlooking the bay. The building has average/good construction finishing quality, and is in good condition.
2	**445 Española Way** Miami Beach FL 33139	1,250	1925	$53	NNN	Second generation restaurant space in the heart of Española Way. This space is a turn key opeation that has all the necessary equipment to run a successful operation. Buyer can take over existing operation or start their own concept. Española Way is now a full pedestrian walkway where cars are no longer allowed which just adds to the charm of this street. "The Historic Spanish Village" was modeled after romantic Mediterranean villages of France and Spain. The street now consists of restaurants, bars, art galleries, and boutique shops that draws tourists and locals alike. The building has average/good construction finishing quality, and is in good condition.
3	**1542 Washington Ave.** Miami Beach FL 33139	5,500	1940	$83	NNN	Turnkey restaurant space offered for rent for 60 months. It has approximately 3,000 SF exterior courtyard. It has 3 parking spaces. Built out as a high-end two story restaurant/club/private club. Fully-equipped, All new construction, 100% brand new kitchen. Granite sculpture, water walls, pools, reclaimed barn wood and granite floors.
4	**1234 Washington Ave.** Miami Beach FL 33139	4,400	1961	$60	NNN	This is a fully built out restaurant and bar that was formally the home of the famous Irish Pub, Waxy Oconnor's. The space has a full kitchen, walk in, hood, and grease trap. The former owners spared no expense with the built out. There is on-site parking behind restaurant. It is located on the SWC of Washington Avenue and 12th Street. The building has average/good construction finishing quality, and is in
SUBJECT:	**Anchor Shops** 1555 Washington Ave Suite 1-3 Miami Beach	6,217	1998		NNN	This restaurant space is vacant at present. It has average/good quality contruction finishing and is in average/good condition.

Retail Map Comparable

RETAIL RENT COMPS ADJUSTMENT GRID				
Rent $/SF	[illegible]	2 $53	3 $83	4 $60
Location	10%	15%	0%	5%
Building Quality	0%	0%	-15%	0%
Condition	-5%	-5%	-10%	-5%
Size	0%	0%	0%	0%
Others	0%	0%	0%	0%
Overall Adjustment	5%	10%	-25%	0%
Adjusted Rent	$63	$58	$62	$60

Average All Comps:	$61
Average 2, 3 & 4:	$60
Chosen Retail Rent ($/SF) for Subject	**$59 NNN**

Base on comparison with the market data we concluded that the market rent for the subject retail space (6,217 SF) to be $59 per square foot rentable net per year for vacant space. We have considered that the market rent includes a 5-year term rental lease.

The total rent for the subject retail space is $366,803 (6,217 SF x$59/SF).

As information secondary data have presented a table below with contract restaurant rents, and also a table with retail asking rents in the subject area.

COMPARABLE RESTAURANT CONTRACT RENTAL SUMMARY

No.	Property Name Location	Size SF	Year Built	Restaurant Tenant	Tenant Size/SF	Quoted Rates	Term	Date	Rent Type	Finish Allowance	CAM Rent SF	% Rent
1	11795 Pines Blvd. Miramar	5,525	1995	Pines Ale House	5,525	$55.64	Lease extended from Jan 2011 to Jan 2016. One option of 5 more years to Jan 2021. Sales Volume: 2011 Sales $4,437,000	Jan-11	Net	None		
2	2710 South Dixie Hwy Miami, FL	4,928	1994	Pollo Tropical	4,928	$47.28	N/A	Feb-12	Net	None		
3	2200 Collins Ave. Miami Beach, FL	3,985	2010	Bagatelle	3,985	$94.00	Contract is for 15 years. It began in 11/02/2012. Option for 2 addditional term of 5 yrs each.	Feb-12	Net	$502/SF	$14.50	5%
4	17355 Biscane Blvd. Miami, FL	8,053		Houston's	8,035	$96.45	5% increases every 5 years	Jan-14	Net	N/A		
5	Cocowalk Grand Avenue Miami.	164,707 ıtertainment	1990	Cheescake Factory Fat Tuesday Café Med Café Tu Tu Tango Hooter's	6,186 3,867 4,049	$32 to $35			Net	Negotiable	$17.00	
6	Rivergate Plaza 444 Brickell Avenue Miami	395,395 Office	1986	The Capital Grille	10,271	$16.55	10yrs beginning 1996 Four/5yr options		F/S	UK	$3.00	5.5%
7	Mizner Park Federal Hwy & 2nd Street Boca Raton, Palm Beach County	156,715	1990	Mark's at the Park Mozzerella's Ruby Tuesday Max's Grill	5,680 6,169 5,517 5,680	$37.13 $26.00 $26.00 $28.22	17yrs beginning 1991 15yrs beginning 1990 15yrs beginning 1990 17yrs beginning 1991		Net Net Net Net	Minimal	$15.00 $15.00 $15.00 $15.00	5.0% 5.0% 5.0% 3.4%
8	Axis Condominiums Miami.	19,992	2008	Irish Pub Spanish Restaurant Gelato & Coffee Bar	5,484 8,220 1,587	$32.00 $32.00 $35.00	$35 Year 2. CPI increase(3%min-7%max) 9 mont $35 Year 2. CPI increase(3%min-7%max) 9 mont CPI Increase(3% min-7% max) 8 months free	Jul-10 Jul-10 Aug-10	Net Net Net		N/A N/A N/A	
9	55 Miracle Mile Coral Gables	65,242 etail+Office	2004	Tarpon Bend CIBO Wine Bar	6,500 7,076	$34.00 $28.00	increase & 7% of sales over 6MM(food & liquo 3% annual increase	Jun-11 Oct-12	Net Net		N/A N/A	

Comparable Retail Listing Rental Summary - Miami Beach - March, 2015

	Location	Vacant (GLA)	Year Built	Quoted Rate	Type	Net Rent	Comment
1	**1616 Washington Ave.** Miami Beach FL 33139	2,209		$75	NNN	$15.00	Twenty feet of frontage along Washington Avenue. Space consists of a ground floor and mezzanine level for a total of 2,209 SF. It's located next to Subway. Co-tenancy with McDonald's, Foot Locker, Radio Shack, Fritz Skateshop.
2	**Lincoln Place** **1601 Washington Ave.** Miami Beach FL 33139	823 3,094		$60 $60	NNN	$22.00	Located on the northeast corner of Washington Avenue, one block south of Lincoln Road, one fourth block west of Collins Avenue. Within walking distance of retail shops and restaurants. Tenant has to pay for turn key. The retail has average quality construction finishing and is in good condition. Space 101 and 105 are available. Operating Expenses
3	**1425/1427 Washington Ave.** Miami Beach FL 33139	2,800		$65	NNN	N/A	2,800 SF turn key space totally renovated. 50 feet of frontage.
4	**1452 Washington Ave.** Miami Beach FL 33139	736 1,169	1938	$70	NNN	N/A	Five spaces from 736 SF to 1,928 SF are available at $70/SF. Space A is in the corner, with 2,702 SF at $75/SF NNN. Four spaces can be combined for approx. 6,000 SF. Ideal for fast casual reaturant, bistro, salon. It's located across the street from Five Guys Burger and Fries. Two blocks from Lincoln Rd, and just a few steps from Española Way.
5	**1203 Washington Ave.** Miami Beach FL 33139	8,500		$50	NNN		This retail is adjacent to Starbucks, across the street from Municipal building and the Miami Beach police station. It has very good visibility from high pedestrian traffic corner intersection on Washington Avenue and 12th Street. Frontage on Washington Avenue. It has high ceilings, approximately 20'. There is a private operational office on the ground floor and an additional mezanine level. Existing bar in place as space was previously operated as nightclub.
SUBJECT:	**Anchor Shops** 1555 Washington Ave - Suite 1-3 Miami Beach	6,217	1998		NNN		This restaurant space is vacant at present. It has average quality contruction finishing and is in average condition.

Operating Expenses

The annual operating expenses of the subject property were projected in this analysis based on similar properties.

RETAIL OPERATING EXPENSES STATEMENT March 2015		
EXPENSES:		**Per SF**
FIXED EXPENSES		
Property Taxes	$2,900	$4.02
Insurance	$830	$1.15
TOTAL FIXED EXPENSES:	$3,730	$5.17
VARIABLE EXPENSES		
Administrative & General	$1,100	$1.53
Repairs/Maintenance	$570	$0.79
Utilities	$1,200	$1.66
Cleaning	$227	$0.31
Others	$4,300	$5.96
Reserves	$108	$0.15
	$7,505	$10.41
TOTAL EXPENSES	$11,235	$15.58

Our estimated total stabilized Operating Expenses for the stabilized year is $15.58 per square foot of rentable area.

CONCLUSION

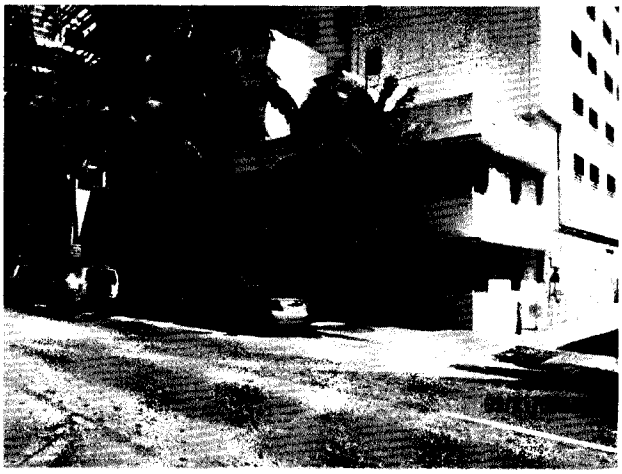
Market Retail Rent is based on a triple net lease basis, where the tenant pays all expenses, including utilities, water, electricity, common areas, cleaning, taxes, and insurance.

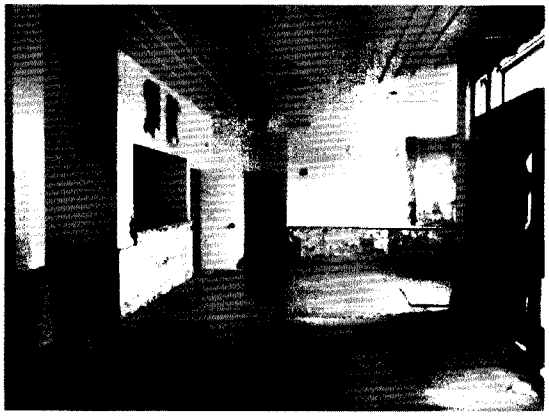
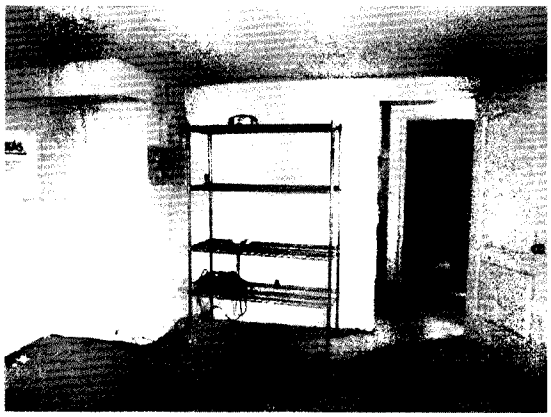
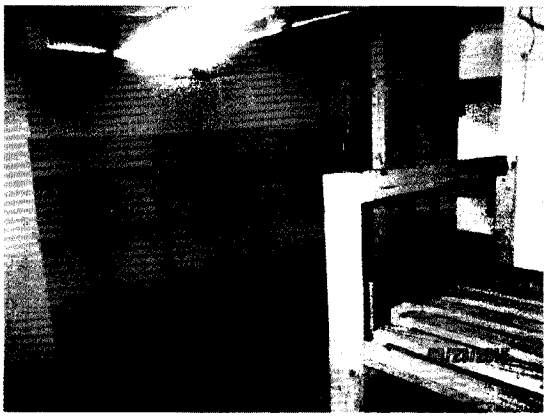
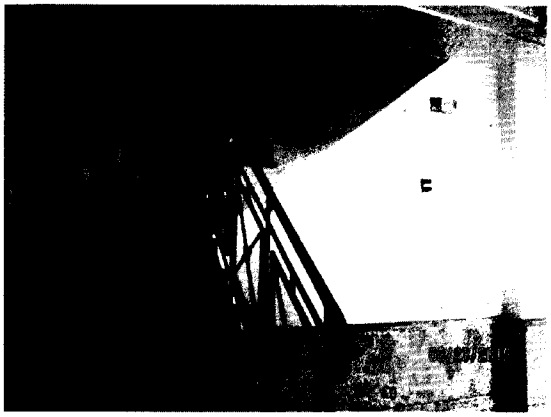
The market rent for the subject located at 1555 Washington Avenue in Miami Beach as of March 27, 2015 is $59 per square foot of rentable area net. Operating expenses are $15.58/ per square foot of rentable area.

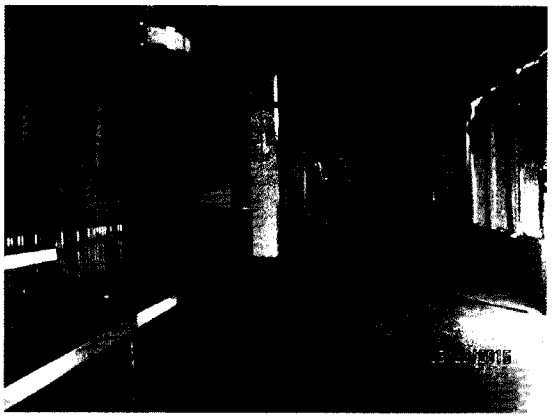
A D D E N D A

Exhibit A

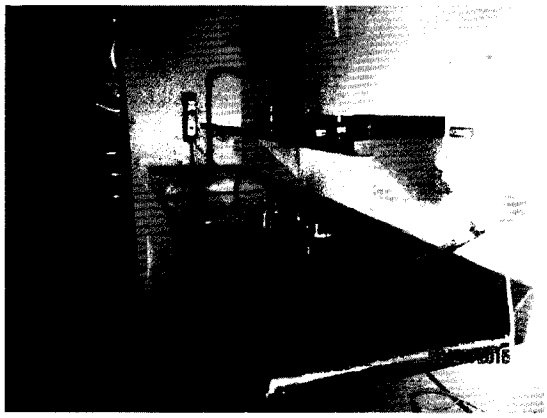
Subject Photographs

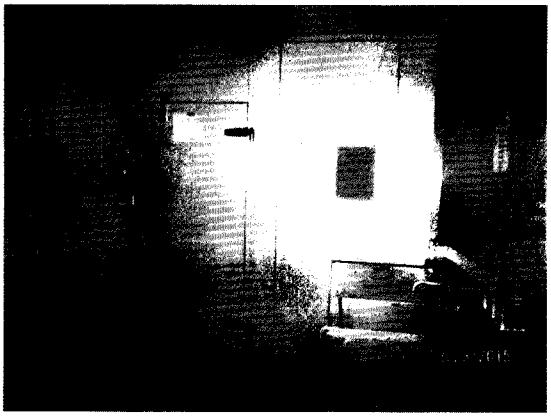


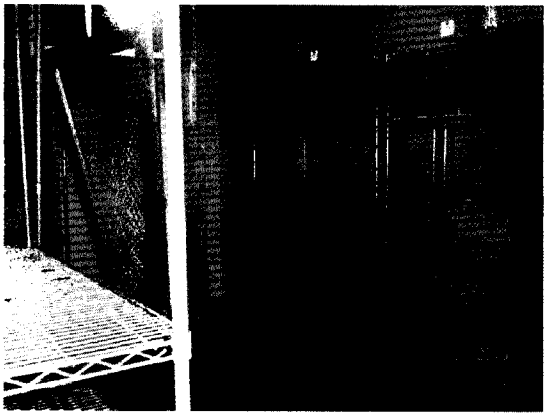





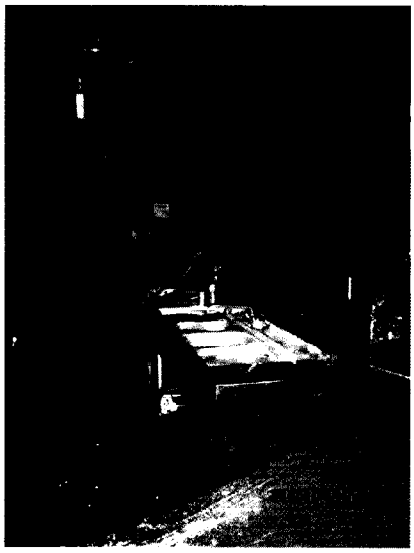


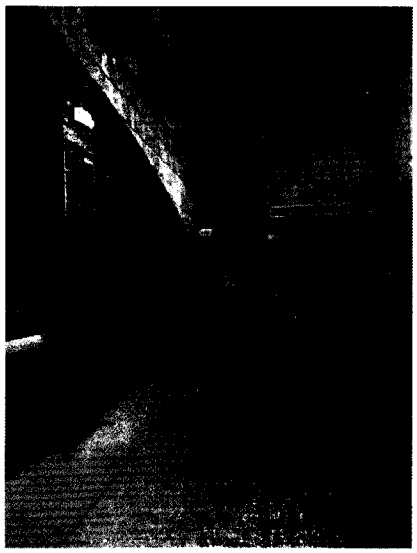
EXIT

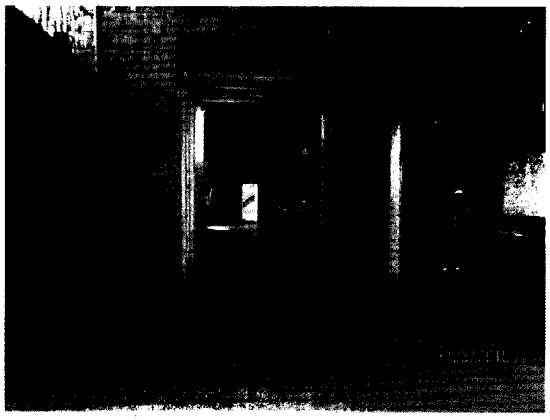












03/23/2015

Exhibit B

Comparable Rent Photographs

Restaurant 1

1787 Purdy Ave.

Restaurant 1

1787 Purdy Ave.

Restaurant 2

445 Española Way

Restaurant 3

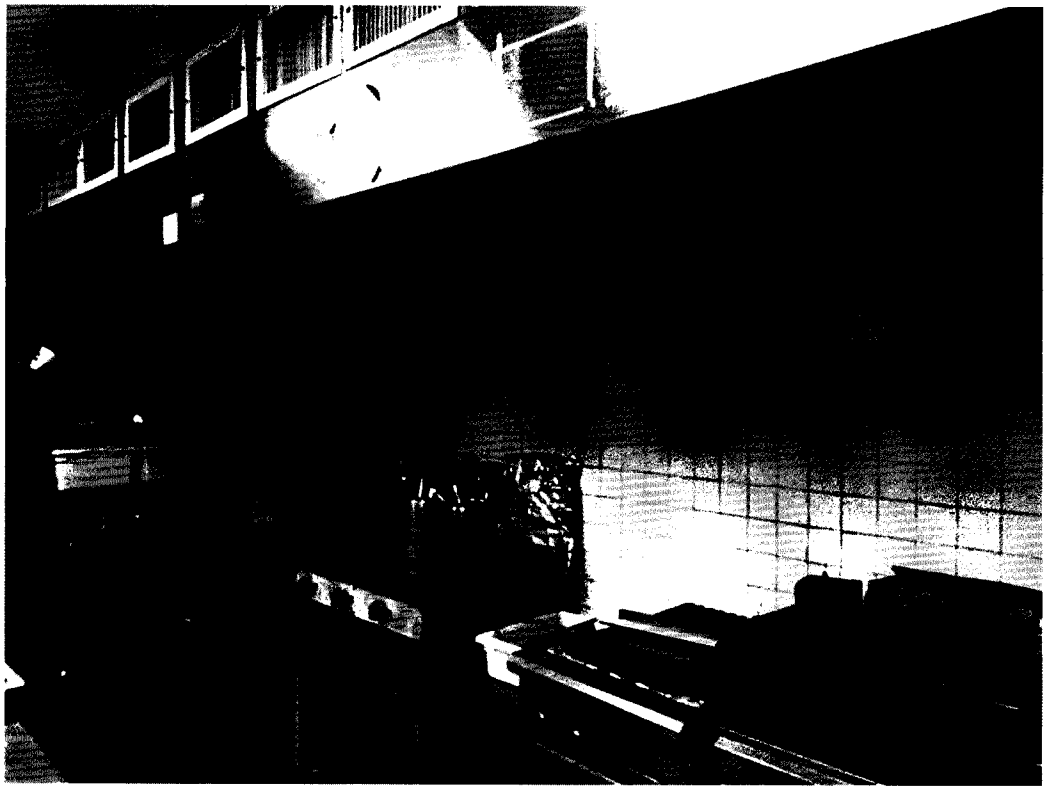
1542 Washington Ave

Retail 4

1234 Washington Ave.

Retail 4

1234 Washington Ave.



Retail 4

1234 Washington Ave.

Exhibit C

Engagement Letter

BLAZEJACK & COMPANY
REAL ESTATE COUNSELORS

Mark
March 19, 2015

Mark Milisits
Asset Manager
Tourism, Culture and Economic Development Department
Office of Real Estate
City of Miami Beach
1755 Meridian Ave – Suite 300
Miami Beach, FL 33139
Office: 305-673-7193
Email: markmilisits@miamibeachfl.gov

REF: Market Rent for retail property located at
1555 Washington Ave., Suite 1-3, Miami Beach, FL 33139

Dear Mr. Milisits;

This letter will serve to confirm our proposal for a Market Rent analysis in the above referenced real property. We will prepare a PDF **copy** of a market rent in a complete summary format setting forth our findings and conclusions.

The purpose of the report is for management decision in the negotiation of a new lease. Our analysis will consider the physical aspects of the property and assess its competitive position in the market. We will employ the traditional valuation techniques considered appropriate to this valuation problem. Our analyses and report will conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Supplemental Standards issued by the Appraisal Institute. We request that the following items (more may be required later) be made available for our review:

1. Copy of any existing lease;
2. The name and phone number of the contact for inspection.

We anticipate completion of the assignment within 5 business days assuming prompt receipt of the requested materials. The total fee will be **$2,500** upon delivery of the report. Our fee for court testimony is based on $250 per hour. This proposal is submitted based on our current schedule of commitments. It may be necessary to alter the completion date unless the assignment is authorized in the near future. You may authorize this assignment by signing and returning a copy of this letter. We thank you for calling on us and we look forward to working with you.

Sincerely,

BLAZEJACK & COMPANY

John A. Blazejack, MAI, CRE
Partner
State Certified Gen. R.E. Appraiser No. RZ 093

Agreed and Accepted

Jimmy L. Morales
Date: 3/20/15

172 W Flagler Street, Suite 340, Miami, FL 33130-3008 (305) 372-0211; Fax (305) 374-1948

BLAZEJACK & COMPANY
REAL ESTATE COUNSELORS

LOCATION:

172 W. Flagler Street, suite 340
Miami, Florida 33130
Email: john@blazejack.com

Tel. (305) 372-0211
Fax: (305) 374-1948

TECHNICAL STAFF:

John A. Blazejack, MAI, CRE
Thomas J. Blazejack, MAI, CCIM
Jay Mliner, MAI
Jose Wong, Consultant
Joseph G. Blazejack, Consultant
Elizabeth Padalino, Consultant

REAL ESTATE VALUATION AND CONSULTING SERVICES:

Blazejack & Company has been involved in the valuation of income producing properties since 1987. The staff has extensive experience in the valuation of multi-tenant office buildings, apartment and industrial complexes, community and regional shopping centers, and hotels. Services provided include real estate valuation for mortgages and investments, real estate counseling, litigation advisory services, market, feasibility, and highest and best use studies, and property tax appeals.

TERRITORY:

The primary area is South Florida and the Caribbean; however, consulting and valuation have been performed in other parts of the U.S.

CLIENTS HAVE INCLUDED:

Bank of America
Barnett Bank
Chase Real Estate Finance Group
Citicorp Real Estate
ERE Yarmouth (Equitable)
First National Bank of Chicago
First Union
J.P. Morgan
Principal Financial Group
Prudential Insurance
Teachers Insurance & Annuity
The Balcor Company

PROFESSIONAL MEMBERSHIPS:

Appraisal Institute
American Society of Real Estate Counselors (CRE)
Member of The Miami Board of Realtors
The CCIM Institute (CCIM)

OBJECTIVE:

Our goal is to serve our clients by providing an analysis of the commercial real estate market, not only with current data, but also through experience and judgment to draw meaningful conclusions from the data.

BLAZEJACK & COMPANY
REAL ESTATE COUNSELORS

QUALIFICATIONS

JOHN A. BLAZEJACK, MAI, CRE, FRICS
Partner
Blazejack & Company

Academic

Florida State University, B.A.
Florida International University - M.S.M. Real Estate

Most Recent Courses

1992 - Level II Course 520 - Highest and Best Use and Market Analysis
2000 - Level II Course 530 - Advanced Sales Comparison and Cost Approaches
2008 - Member of review team for revised course on Market Analysis & Highest & Best Use
2008 - Member of the review team for new course on Advanced Market Analysis & HBU
2010 – Valuation for Financial Reporting
2012 – Member of review team for Marketability Studies and Advanced Marketability Studies seminars

Experience

Mr. Blazejack, President of Blazejack & Company, has been active as a real estate counselor since 1970. His experience includes residential and income property appraisals, market and feasibility studies, and acquisition and disposition reports. The work has been for a wide range of property types including office, industrial, commercial and special use properties, hotels and recreational facilities. These assignments have been conducted in over twenty states and extensively throughout Florida.

Mr. Blazejack is a qualified expert witness who has testified in Federal district and lower courts. He is an approved instructor of both the Appraisal Institute (AI) and the American Bankers Association.

Mr. Blazejack is a past president of the Greater Miami Chapter of the Society of Real Estate Appraisers and was the 1992 President of the South Florida Chapter of the AI.

Designations and Licenses

MAI Member, Appraisal Institute, Certificate Number 6089, currently certified.
CRE Member, American Society of Real Estate Counselors, Certificate Number 1131.
FRICS Fellow of the Royal Institute of Chartered Surveyors Number 1250175
Registered Florida Real Estate Broker
State-Certified General Real Estate Appraiser, License Number RZ93.

Affiliations

Mr. Blazejack is the past President of the Real Estate Counseling Group of America (RECGA).

Published Articles

The Appraisal Journal, Spring, 2011
Price versus Fundamentals – From Bubbles to distressed Markets
By Stephen F. Fanning, MAI John A. Blazejack, MAI and George R. Mann, MAI
Real Estate Issues, Volume 34, Number 1, 2009
When Will the Miami Condominium Market Recover?
By Richard Langhorne, CRE, FRICS and John A. Blazejack, MAI, CRE, FRICS

Exhibit D

Qualifications of the Appraiser

QUALIFICATIONS

JOHN A. BLAZEJACK, MAI, CRE, FRICS
Partner
Blazejack & Company

Academic

Florida State University, B.A.
Florida International University - M.S.M. Real Estate

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Real Estate Issues, Volume 34, Number 1, 2009
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By Richard Langhorne, CRE, FRICS and John A. Blazejack, MAI, CRE, FRICS

QUALIFICATIONS

JOSE WONG
Blazejack & Co.
e-mail: jose@blazejack.com

Academic

- Appraisal Institute

Course 110:	Appraisal Principles
Course 120:	Appraisal Procedures
Course ACE 2150:	Attacking and Defending an Appraisal.
Course 310:	Basic Income Capitalization
Course 320:	General Applications.
Course 410:	Standards of Professional Practice. Part A (USPAP)
Course 420:	Business Practice and Ethics.
Course 510:	Advance Income Capitalization
Course 520:	Highest & Best Use
Course 530:	Advance Sales Comparison & Cost Approaches.
Course 540:	Report Writing.
Course 550:	Advanced Applications.
Course 610:	Alternative Uses & Cost Valuation of Small Mixed-Use Properties.
Course 620:	Sales Comparison Valuation of Small Mixed-Use Properties.
Seminar:	Argus Training.
Seminar:	Effective Appraisal Writing.
Seminar:	A Comprehensive Guide to Valuing Improved Subdivisions.
Seminar:	DEMO General Demonstration Appraisal Report Writing

  - Various appraisal seminars.
  - He's pursuing the Appraisal Institute MAI designation. He's taken all the courses required for the MAI designation.
  - Ricardo Palma University (Lima, Peru). Bachelor of Science in Civil Engineering.

Experience as Appraiser

Commercial Appraiser at Blazejack & Co. September 2007 – present. He's worked 12 years in this company. Commercial appraisals on many property types in Florida and USA. His professional experience includes Highest and best use analysis, commercial appraisals on numerous property types such as warehouses, apartment complexes, condominium buildings, office buildings, shopping centers, retail, special purpose properties, and vacant lands.

Commercial Review Appraiser at Bayview Lending Group LLC, May 2007 – August 2007. Review Appraisals on different property types in Florida.

He worked as head of the Commercial Appraisal Review Department at Greenpoint Mortgage. He covered the South West, Central and Northeast area of Florida. April 2006 – February 2007.

His professional experience in the state of Florida and the Caribbean include highest and best use analysis, commercial appraisals on numerous property types such as warehouses, apartment complexes, condominium buildings, office buildings, shopping centers, retail, restaurants, special purpose properties, and vacant lands. He worked as a commercial appraiser at Blazejack & Company March 1999-Ap. 2006.

Between 1987 and 1998 (11 years), prior to conducting work in Florida, he conducted commercial and residential appraisals on houses, retail outlets, hotels, apartments, condominiums, offices, warehouses, factories, and hospital in Peru.

Mr. Wong has experience using a variety of software programs like Microsoft Word, Excel, database IRIS, Data Comp 3.5, Street Atlas USA 6.0 (mapping), Marshall & Swift (Cost program), Argus (Cash Flow Analysis), Co Star, and MLS.

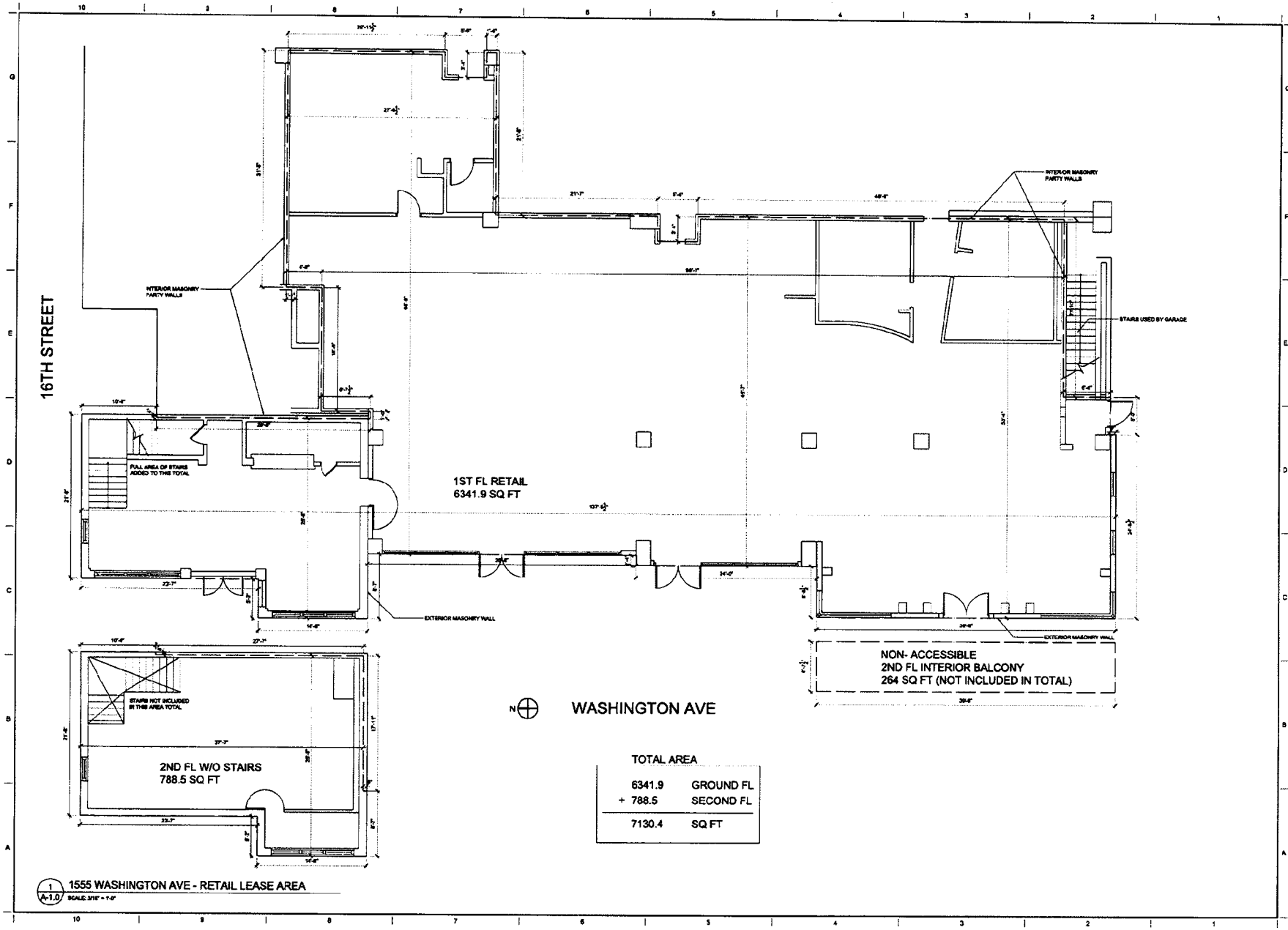
Experience as Civil Engineer

He has worked both in the private and public sector as a Civil Engineer for approximately 14 years. He worked as Supervisor Engineer and Superintendent Engineer in different civil engineering jobs in Peru. Responsibilities included subdivisions, installation of water, sewer, lighting, roads, and massive construction of houses, apartment buildings, condominium buildings, retails, warehouses, and factories. He constructed and managed the financial arrangements for the construction of condominium buildings in Peru. He made studies of costs and budgeting for the construction of these jobs.

Designations and Licenses

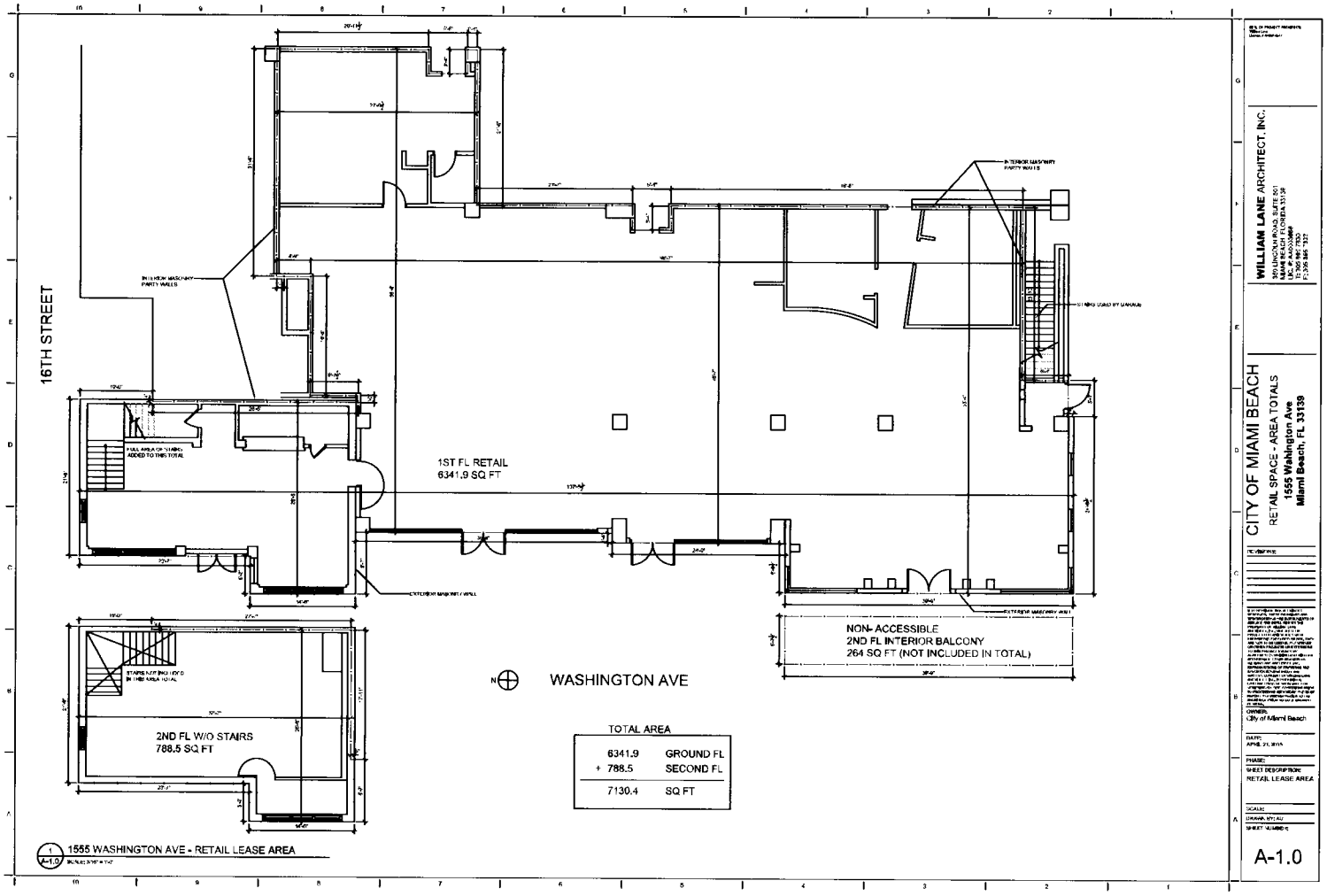
Real State Certified General Appraiser, License Number RZ2797
General Associate Member, Appraisal Institute
Member, Engineer Association of Peru.

Exhibit B


16TH STREET
WASHINGTON AVE
1ST FL RETAIL
6341.9 SQ FT
2ND FL W/O STAIRS
788.5 SQ FT
NON- ACCESSIBLE
2ND FL INTERIOR BALCONY
264 SQ FT (NOT INCLUDED IN TOTAL)
INTERIOR MASONRY PARTY WALLS
STAIRS USED BY GARAGE
EXTERIOR MASONRY WALL
FULL AREA OF STAIRS ADDED TO THIS TOTAL
STAIRS NOT INCLUDED IN THIS AREA TOTAL
TOTAL AREA
6341.9 GROUND FL
+ 788.5 SECOND FL
7130.4 SQ FT
1 A-1.0 1555 WASHINGTON AVE - RETAIL LEASE AREA
SCALE: 3/16" = 1'-0"
WILLIAM LANE ARCHITECT, INC.
CITY OF MIAMI BEACH
RETAIL SPACE - AREA TOTALS
1555 Washington Ave
Miami Beach, FL 33139
REVISIONS:
OWNER: City of Miami Beach
DATE: APRIL 21, 2016
PHASE:
SHEET DESCRIPTION: RETAIL LEASE AREA
SCALE:
DRAWN BY: AU
SHEET NUMBER:
A-1.0

1024

N.S.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Miami Beach, FL 33139
OWNER:
City of Miami Beach
SHEET DESCRIPTION:
RETAIL LEASE AREA
A-1.0

Exhibit C

CONFIDENTIALITY STATEMENT AND UNDERSTANDING
All financial and other information ("Information") that currently is, and will be subsequently submitted as requested, is confidential and presented to the Miami Beach Tourism, Culture, & Economic Development Department and will not be disclosed to any other individual or entity without our prior written consent.

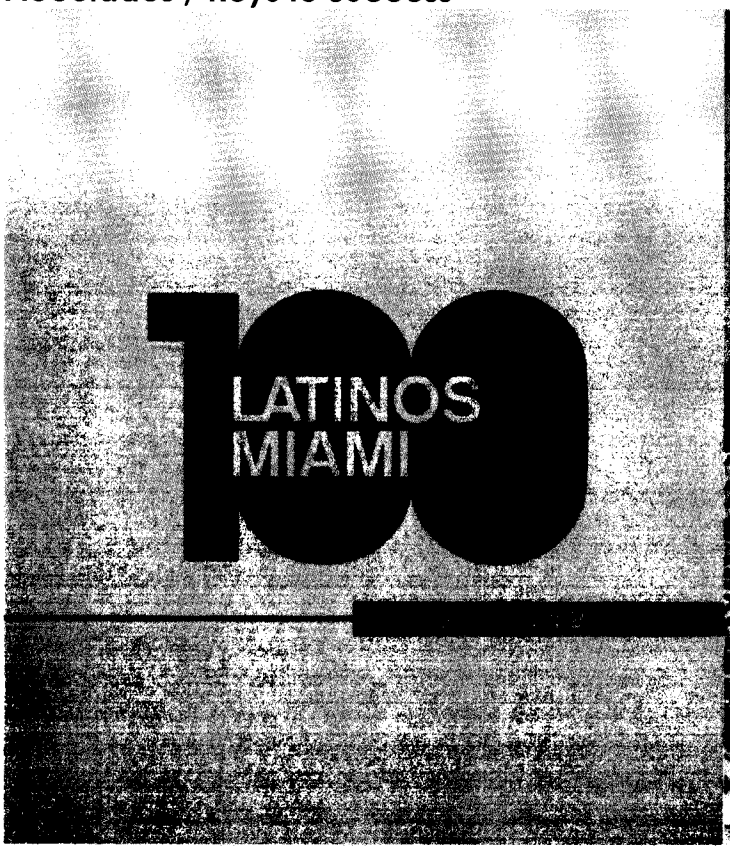
Business Plan

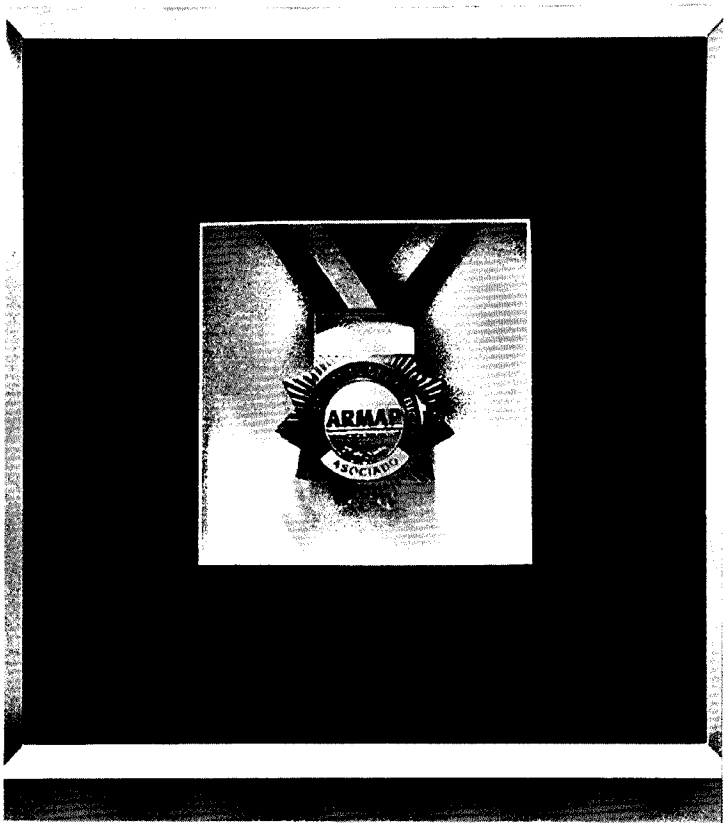
Summary
CVI.CHE 105 / YUCA FUSION will be an exciting, iconic, and upscale offering in South Beach presented by some of today's South Florida's most innovative young and suscessful restaurant entrepreneurs; Juan Chipoco, Luis Hoyos, and Janet Suarez, creators and owners of CVI.CHE 105, Pollos y Jarras, and YUCA. The CVI.CHE 105 / YUCA FUSION will be owned by a Florida Limited Liability Company.

Juan Chipoco & Luis Hoyos started the concept of CVI.CHE 105, a Peruvian restaurant, opening on September of 2008. CVI.CHE 105 has become one of the best Peruvian restaurants of South Florida.

YUCA, an acronym for Young Urban Cuban-Americans, is widely known as being South Florida's original upscale Cuban restaurant featuring Innovative Nuevo Latino Cuisine or as the locals call it "Nuevo Latino." This style of cooking includes traditional Latin ingredients such as a plethora of textures, colors, and flavors that when combined creates a cuisine that is unique to anything offered outside of the Caribbean and Latin America.

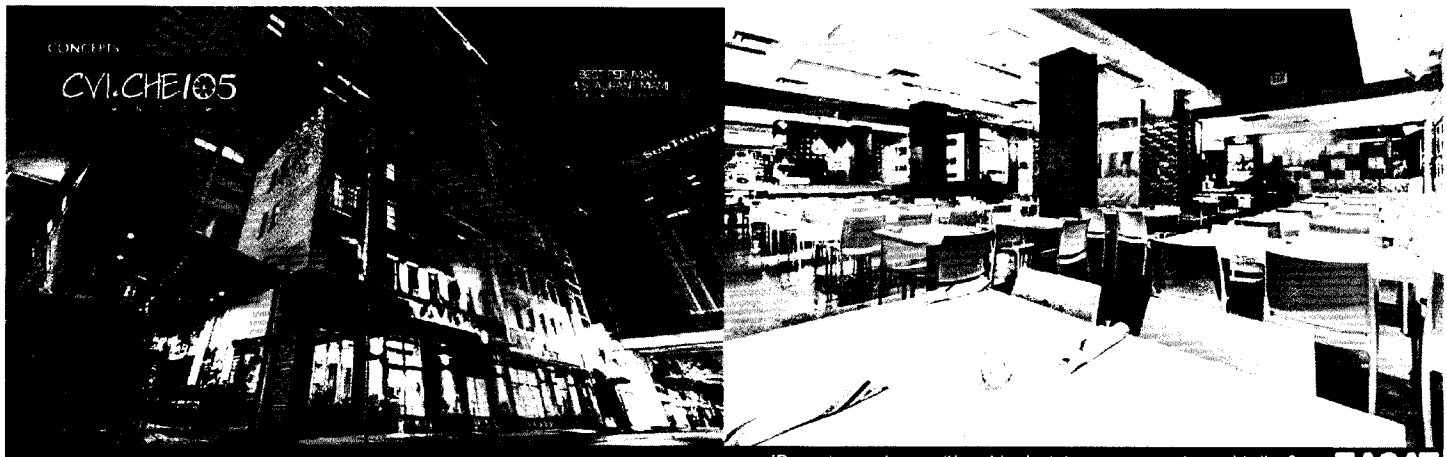
Objectives
Best of friends, some of the best innovative young South Florida restaurant entrepreneurs want to come together and offer a unique iconic dining experience.





ARMAP

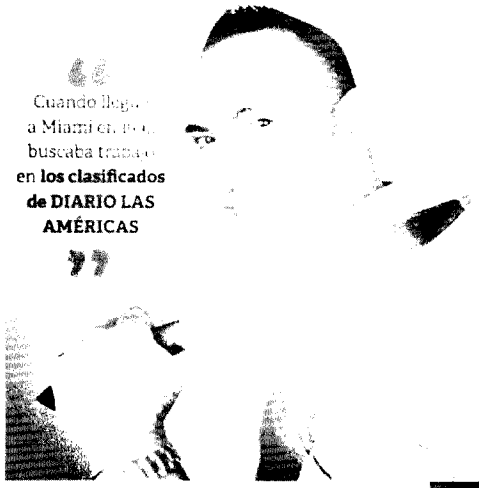
Asociación de Restauradores
Marinos y Afines del Perú

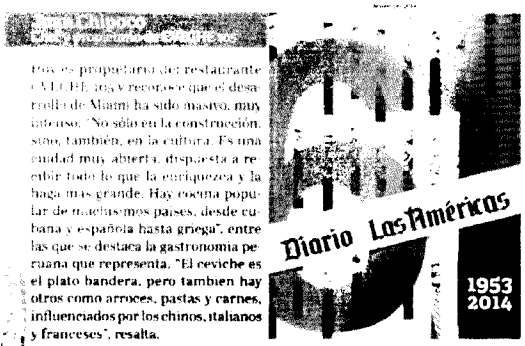


'Peruvian eatery with a hip, boisterous crowd, cocktails & ceviche & sleek space with eclectic art.' ZAGAT RATED

'Peruvian fare served in a festive space decorated with Incan ropes, a pisco bar & a vertical garden.' ZAGAT RATED

'This modern Peruvian restaurant, situated Downtown, serves its guests top-notch organic white meat rotisserie paired with fries and salad, but we say for the ultimate indulgence, opt for a side of habit-forming golden fried potatoes.' ZAGAT RATED





LAS 61 PERSONALIDADES MÁS INFLUYENTES

BY

Diario Las Américas

CHASING THE SUN

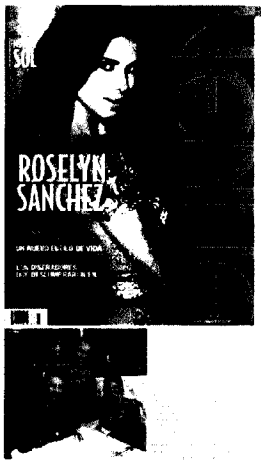
BY

where MAGAZINE

COOKING
WITH A
CELEBRITY

BY

VENUE
magazine

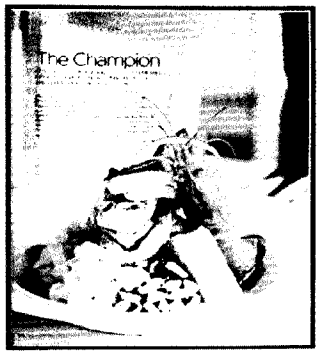


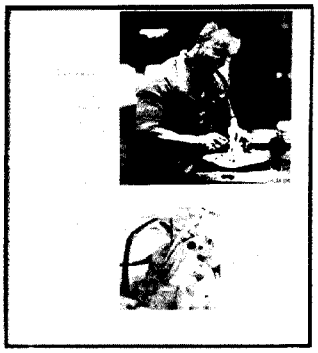
GASTRONOMIA
EXCELENCIA Y
PERUANIDAD

BY

MUJER
MAGAZINE

OCEAN DRIVE





WE'VE FOUND
THE CEVICHE
OF YOUR
DREAMS

BY

OCEAN DRIVE
MAGAZINE

JUAN CHIPOCO

BY

¡HOLA! PERÚ

MIAMI CON SAZÓN PERUANO

BY

AMERICAN AIRLINES NEXOS

DELICIOSOS SECRETOS COMESTIBLES DEL PERU

BY

el Nuevo Herald

APPETIZERS

- **PAPAS A LA HUANCAÍNA** 6.95
A feast for the senses! Potatoes covered with Andean cream with milk, cheese, Peruvian yellow pepper and the secrets of Huancayo. *Palitos de Yuca a la Huancaína - Market Price

- **CAUSA CON RELLENO DE POLLO** 7.95
Yellow potato cake inspired by the land of the incas, with Peruvian yellow pepper and magical lime, stuffed with chicken salad and vegetables, seasoned with a criollo touch to steal your heart.

- **CAUSA DE LANGOSTINOS CON PALTA** 10.95
Our famous potato dish combining tasty shrimp, Peruvian avocado and the peppers... a unique and magical flavor!

- **CAUSA MONTADA CON PULPITO AL OLIVO** 11.95
Generous portion of causa served with bits of boiled octopus, bathed in a soft cream made of black Botija olives from southern Peru.

- **CAUSA DE CANGREJO CON PALTA** 13.95
Our favorite potato dish stuffed with delicious crabmeat and punta avocado, bathed in a succulent Peruvian yellow pepper sauce.

- **ANTICUCHOS "ESTADIO NACIONAL"*** 9.95
Pieces of veal heart madly in love, laying in a secret marinade mix from our wise chef, skewed in wild sugar cane and brought to a smoking fire.

- **CHORITOS A LA CHALACA "UN CLÁSICO"*** 12.95
Steamed mussels with a wonderful relish salad from the port of Callao, with Arequipan onions, tomatoes, peppers, lemon and Juan's special touch. Unbeatable!

- **TAMALES DE POLLO Ó CERDO** 7.95
Mashed Mote corn wrapped in banana leaves, stuffed with nuts and Botija olives. Served with salsa criolla onion, pepper and lemon. A delight!

- **CONCHITAS A LA PARMESANA** 15.95
Seashells covered with our sensational white sauce and parmesan gratinée.

- **ENTRADA COMBINADA*** 19.95
The perfect trio! Tamalito, Huancaína potatoes and fresh ceviche for a whole new experience!

CEVICHES | TIRADITOS | CARPACCIOS

- **CEVICHE PUCUSANA 105 "NUESTRO PLATO NACIONAL"*** 11.95
Marinated fish in fresh Chulucanas' lime juice, mixed with Arequipan onions, cilantro and a touch of rocoto pepper. *Yellow pepper sauce or rocoto reduction - Market Price

- **CEVICHE ANCONERO*** 13.95
Marinated fish in fresh Chulucanas' lime juice, mixed with Arequipan onions, cilantro and sprinkled with northern aji limo. *Ceviche Anconero Mixto - Market Price

- **CEVICHE ROJIBLANCO*** 13.95
Traditional fish ceviche wrapped in a virgin and rocoto cream. A tribute to my country, culture and flag of my Peru. *Ceviche Rojiblanco Mixto - Market Price

- **CEVICHE EN CREMA DE PISCO 105*** 13.95
Marinated fish in fresh Chulucanas' lime juice mixed with Arequipan onions, cilantro and a touch of Pisco 105. Like a kiss in your mouth, blending perfectly with sweet potatoes in honey. *Ceviche Mixto En Crema De Pisco 105 - Market Price

- **CEVICHE ORGÍA DE MARISCOS*** 14.95
Mixed and marinated raw seafood swimming in "Leche de Tigre". Plenty of texture and flavor to ensure sensations we should not even tell.
*Yellow pepper sauce or rocoto reduction - Market Price

- **CEVICHE DE PULPO** 19.95
Marinated octopus in fresh Chulucanas' lime juice, mixed with Arequipan onions, cilantro and a touch of rocoto pepper.

- **TRILOGÍA DE CEVICHES "PARA COMPARTIR"*** 29.95
A platter of our three most popular ceviches: virgin cream, yellow pepper cream and rocoto cream. *Trilogía de Ceviches Mixto - 36.95

- **TETRA DE CEVICHES "PARA COMPARTIR"*** 42.95
A platter of our four most popular ceviches, progressively from non-spicy to spiciest: virgin cream, yellow pepper cream, anconero and rocoto cream. *Tetra de Ceviches Mixto - 49.95

- **TIRADITO TRADICIONAL*** 11.95
Thinly cut fresh fish slices bathed in our Chulucanas' lime juice and northern aji limo

- **TIRADITO A LA CREMA DE ROCOTO*** 11.95
Our extravagant tiradito is smothered in a delicious rocoto cream to give happiness.

- **TIRADITO INTI RAYMI*** 12.95
Delicate tiradito slices marinated with the best Chulucanas' lime and bathed in our Peruvian yellow pepper cream. It will make you feel like a real son of Inti.

- **TRILOGÍA DE TIRADITOS*** 19.95
You might never be able to match our creation. Our tiraditos are wrapped in a fresh Peruvian yellow pepper sauce, rocoto serrano cream and our secret virgin cream.

- **TIRADITO DE PULPO AL OLIVO** 14.95
Shaved tender pieces of baby octopus bathed in a Peruvian Botija olive sauce.

THE MOST TRADITIONAL

- **AJÍ DE GALLINA**** 8.95
Delicious pieces of shredded chicken breast covered in Peruvian yellow pepper cream, milk, Pisco bread and topped with parmesan cheese. Color, texture and flavor in full harmony.

- **ARROZ CON POLLO**** 8.95
A Peruvian icon — rice with chicken fragrant with touches of fresh coriander, made to be desired by everyone.

- **FRÉJOLES CON SECO**** 12.95
Tender pieces of meat cooked in a variety of Peruvian peppers, onions and secret ingredients, indulging you in a whole new experience. The delicious beans will leave you speechless!

- **LOMO SALTADO*** 13.95
Soft pieces of steak, bright tomatoes, Peruvian yellow peppers and onions sautéed in a fiery wok. Served with crunchy French fries and delicious white rice.
*Available with Chicken, Seafood, Shrimp, Mixed, Veggie - Market Price

- **TACU LOMO*** 15.95
Delicious crispy puree based on canary beans, rice and Peruvian peppers. Served with pieces of sautéed loin with onions, tomatoes and Peruvian yellow pepper, then put on the fire with our very Peruvian Pisco 105 and covered in our oriental sauce.
*Available with Chicken, Seafood, Shrimp, Mixed, Veggie - Market Price

- **LOMO AL FERROCARRIL*** 19.95
Soft pieces of steak, bright tomatoes, Peruvian yellow peppers and onions sautéed in a fiery wok, mounted with 2 fried eggs and delicious sweet plantains.

- **MI FAVORITO, ¡Y LO DICE JUAN!*** 21.95
Linguini with a basil, spinach and fresh Peruvian Paria cheese cream sauce, accompanied with a juicy grilled churrasco steak. *Corvina a la plancha - Market Price

- **RAVIOLES ANDINOS*** 22.95
Italian influence made Peruvian, raviolis stuffed with Ají de Gallina, Seco de Res and Lomo Saltado.

- **RISOTTO FILLET*** 32.95
Huancaína reduction, Peruvian yellow pepper and fresh Peruvian Paria cheese accompanied by juicy pieces of fillet mignon in a lomo saltado reduction topped with Arequipan onions and tomatoes.

- **JUAN CHIPOCO "IRON MAN"*** 36.95
Tender pieces of filet mignon, jumbo shrimps and jumbo scallops cooked in a fiery wok, combined with mushrooms, onions, tomatoes and cilantro in soy sauce, wine and Pisco 105. Accompanied by Andean potatoes, steamed corn and Peruvian Paria cheese. Served with Peruvian yellow pepper chimichurri.

FROM THE PERUVIAN SEA

- **JALEA REAL** 16.95
Crisp pieces of fish and finely selected mixed seafood, with an unmatched taste, accompanied by golden cassava, tartar sauce and topped with salsa criolla - onion, pepper, lemon and tomato.
*Fish Jalea, Calamari Jalea, Shrimp Jalea - Market Price

- **SOPA PARIHUELA "LA LEVANTA MUERTOS"** 16.95
A restoring and aphrodisiacal soup from the sea that will win you with its addictive flavor and the essence of sturdy crabs and mixed seafood smothered with Pisco 105.

- **SUDADO DE PESCADO** 13.95
Succulent fillet of fresh fish cooked slowly in a secret sauce and broth with colorful tomatoes and tender Arequipan onions. *Sudado Mixto - Market Price

- **PESCADO A LO MACHO** 16.95
Golden piece of fish and fiery Pisco 105 wrapped in a secret seafood creamy sauce that only our chef knows how to prepare. *Pargo Entero a lo Macho - Market Price

- **ARROZ CON MARISCOS** 13.95
Selected grains dancing in a hot pan along with fresh fruits of the sea and a secret sauce with its peppery aroma and a touch of parmesan cheese.

- **ARROZ ESPECIAL CON MARISCOS** 15.95
Selected grains and mixed seafood flambéed in our secret 105 sauce based in a cilantro cream and a seafood reduction, chicha de jora, dark beer, vegetables and a touch of salsa criolla.

- **ARROZ CHAUFA DE MARISCOS** 13.95
Cantonese style rice and seafood cooked in a wok and sautéed with a brown reduction of soy, sesame oil and oyster sauce. *Available with Chicken, Steak, Shrimp, Mixed, Veggie, Hawaiian - Market Price

- **"CHINO SANO"*** 26.95
Novo Andean recipe. Peruvian quinoa in a oriental reduction with japanese vegetables, pan seared tuna with glazed orange, passion fruit and Peruvian yellow pepper. *Available with Shrimp - Market Price

- **CORVINA "MAMÁ ELE"** 20.95
Pan roasted fresh corvina with crabmeat, smothered in smoky red rocoto and red pepper sauce, accompanied with potato cake au gratin.

- **CORVINA EN SALSA MIRAFLORES** 20.95
Freshly steamed corvina served with fine shrimps, spinach, mushrooms, white creamy Miraflorina sauce and steamed veggies.

- **CORVINA SUDADA AL ESTILO JUAN** 22.95
Poached corvina, ginger, tomatoes, Arequipan onions in a seafood mother sauce and Chilcano fish broth. *Corvina Mixta al estilo Juan - Market Price

- **CORVINA A LA CHORRILLANA "DE CHORRILLOS PARA EL MUNDO"** 22.95
Grilled corvina fillet in a reduction based on our delicious ají panca, vinegar, Pisco 105 drops, steamed potatoes and white rice. *Corvina a la Chorrillana Mixta - Market Price

- **TACU TACU EN SALSA DE MARISCOS** 15.95
Delicious crispy puree based on canary beans, rice and Peruvian peppers, bathed in a wonderful creamy sea food sauce in which selected sea food celebrate our Peruvian culture.

- **TACU CORVINA EN SALSA LAMBAYECANA** 20.95
Crispy puree based on canary beans, rice and Peruvian peppers. Served with golden fish, bathed in a succulent cilantro-based sauce, chicha de jora and selected shellfish flambéed with Pisco 105.

- **TACU SALMON EN SALSA HUANCAMAR*** 21.95
Crispy puree based on canary beans, rice and Peruvian peppers. Served with fresh grilled salmon, coated with Peruvian Huancaína sauce and Peruvian Paria cheese and filled with selected mixed seafood flambéed with Pisco 105. *Corvina Huancamar - Market Price

- **TACU PALLARES AL ESTILO NORTEÑO*** 32.95
Delicious crispy puree based on Lima beans, sweet potatoes, rice and Peruvian peppers prepared with our house seasoning, topped with a exquisite piece of seabass and lobster tail, covered with a gentle reduction of cilantro, chicha de jora and Peruvian dark beer. Pure northern flavor! *Tacu Pallares al estilo Sureño - Market Price

- **TACU LOCRO ESCABECHADO*** 36.95
This time our locro is the protagonist in a tacu tacu version topped with a delicious piece of seabass, lobster tail and jumbo shrimps over a succulent escabeche.

- **LINGUINI 105*** 23.95
Tender pieces of grilled churrasco steak and jumbo shrimps put to the fire with Pisco 105 and served over linguini in a traditional Huancaína cream sauce based on Peruvian peppers and fresh Peruvian Paria cheese.

- **TRIGOTO DE MARISCOS** 26.95
Peruvian wheat in a Huancaína sauce reduction and Peruvian Paria cheese, topped with Pisco 105 flambéed scallops and jumbo shrimps. *Trigoto Mar y Tierra - Market Price

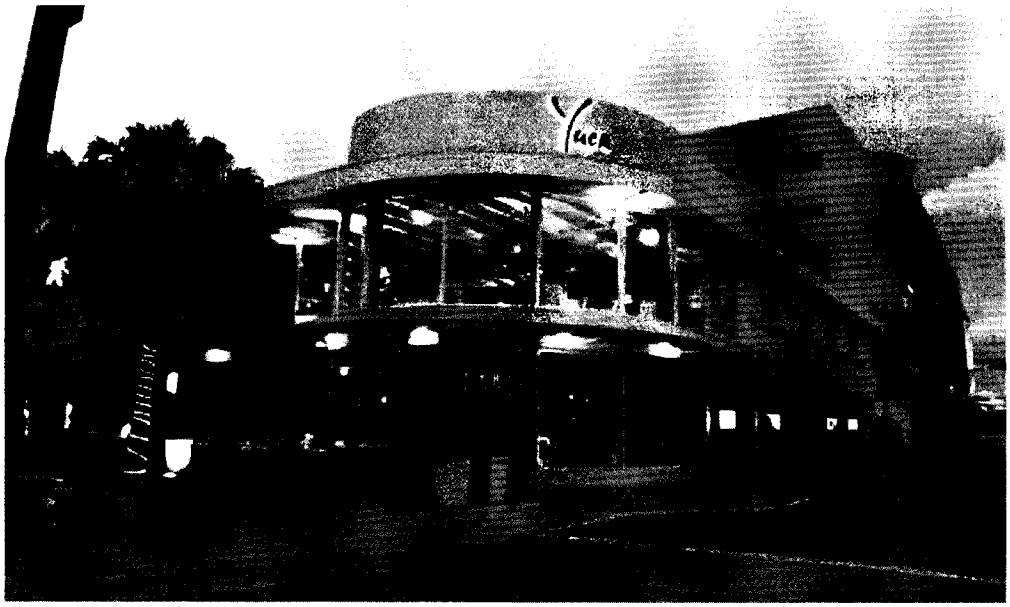
* CONSUMING RAW OR UNDERCOOKED [illegible] MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, [illegible]

** THESE DISHES MAY NOT BE AVAILABLE AT ALL TIMES DUE TO HIGH DEMAND.

SUPER COMICS
PA' TODO EL MUNDO
EST 1995

YUCA
Best Cuban Food in Miami

Posted by: : **Issey Swann**Posted on: January 26, 2015



YUCA Best Cuban Food in Miami

YUCA, an acronym for Young Urban Cuban-Americans, is widely known as being South Florida's original upscale Cuban restaurant featuring Innovative Nuevo Latino Cuisine or as the locals call it "Nuevo Latino."

YUCA has become one of my favorite late spots on Lincoln Rd, great service and great location make YUCA standout, and the food is incredible, during my last visit I tried the Salmon Mango for the 1st time a spectacular combination of Ocean fresh Salmon and tropical Passion fruit and Mango, the touch of Caviar lifted the whole dish to a new level. Sweet, salty, sumptuous!

The Guacamole - 100% best Guacamole ever

Frita Sliders - Quality Beef and a good inclusion in your order, YUCA is light and fresh so the sliders helped satisfy the hunger.

The Mojito - A little different with a new twist on the Mint, this is Miami's must have Mojito.

This style of cooking includes traditional Latin ingredients such as a plethora of textures, colors, and flavors that when combined creates a cuisine that is unique to anything offered outside of the Caribbean and Latin America.

Yuca opened for business in 1989 and is now located on Lincoln Road in the heart of South Beach. We attract a wide variety of diners, including many Europeans and other visitors to South Beach along with residents looking for a gastronomic adventure.

Yuca's continuous efforts had grown throughout the years, which is reflected not only in our popularity and great reputation but also in our future plans to expand our culinary delights within the U.S. and abroad.

YUCA

TAPAS CALLE OCHO

GOAT CHEESE CROQUETAS
Caramelized onions, guava sauce

EMPANADAS
Crispy empanadas, beef and chicken, jalapeno chimichurri dipping sauce.

BACON WRAPPED DATES
Ground beef, chorizo, manchego cheese, aji amarillo sauce.

CUBAN CALAMARI
Fried calamari, sweet chili sauce.

GUACAMOLE HABANERO *
Habanero pepper, plantain mariquitas, ajillimolli sauce.

PIQUILLOS DE PEPIN
Roasted Spanish piquillo peppers, chorizo, porcini mushrooms, creamy cabrales cheese sauce.

DONA GLORIA'S FRIJOLES NEGROS
Cuban black bean soup, chopped scallions

GAZPACHO ANDALUZ
Chilled tomato and vegetable soup

HUMMUS DOMINO *
hummus dip, cuban style black beans with plaintain mariquitas & crudites

YUCA GARDEN GREENS
Mixed greens, Caribbean guava vinaigrette, white farmers cheese, yucca croutons

WATERMELON SALAD
Arugula, watermelon, onion, feta cheeese, tomato and passion fruit dressing

8

PLATOS PEQUENOS

CROQUETAS DE LA ABUELA
Serrano, truffle, béchamel

SUGAR CANE SHRIMP
Sugar cane skewered seared shrimp, guava-chili glaze, malanga mash

SALMON MANGO TARTARE *
Salmon, mango, avocado, caviar, passion fruit vinegrette

GUAVA BURRATA CAPRESE
Bufala burrata, salmorejo sauce, guava

FRITA SLIDERS
Mini Cuban hamburgers made with angus beef and chorizo, red pepper mayonnaise

WARM GOAT CHEESE SALAD
Grilled goat cheese, baby spinach, sauted strawberries, pumpkin

TUNA TATAKE *
Sliced seared tuna, fresh mango, avocado, mixed greens and tropical vinaigrette

GRILLED SCALLOPS
Truffle and goat cheese mashed potatoes

HAMACHI TIRADITO
Sliced hamachi with yuzu citronette, sweet peppers, shallots, and jalepeños

12

HABANA PLATES

ENCHILADO DE CAMARONES *
Shrimp, white wine and tomato saute

YUCA'S CRAB CAKE
Jumbo lump crab, capers, tomatoes, mixed greens salad

CEVICHE PUTERIA *
Fresh grouper, shrimp, calamari, and octopus, in a tri-citrus marinade served with tostones

OXTAIL FETTUCINI BOLOGNESA
Fettucini, Oxtail Bolognese

YUCA RELLENA
Steamed yucca lightly fried, wild mushroom picadillo

SAQUITOS DE HONGO
Mushroom stuffed "Pasta purses", fresh spinach ricotta sauce, goat cheese

POLLO CRIOLLO
Half chicken, mojo sauce, fufu, buttered Broccolini

PULPO A LA GALLEGA
Saute octopus, galician ajada and potatoes

DELICIAS DE ESPAÑA
Serrano Ham, Manchego Cheese, chorizo, pantomaca

18

NUEVO LATINO

GUAVA BBQ BACK RIBS
Tangy guava bbq sauce, yucca fries

CUBAN CORVINA
Lightly fried corvina filet, avocado coconut rice, spicy tomato fondue

PACO'S CUBAN PAELLA
Seafood paella, scallops, shrimps, clams, calamari, chorizo, aliolli

PORK SHANK CRIOLLO
Carne frita style, mojo sauce, arroz congri, crispy onions.

PLANTAIN COATED MAHI-MAHI
Plantain crusted mahi-mahi, sweet plantain fufu, black olive tartar sauce.

RABO ENCENDIDO
Tender slow braised oxtail, fiery rioja wine sauce, roast garlic-goat cheese malanga mash.

SALMON BALSERITO *
Fresh salmon filet, organic vegetable quinoa, mango and whole grain mustard sauce.

TUNA CHINO- LATINO
Asian marinade, sesame seed crusted, seared rare, snow peas, carrots, green onions, sesame vinaigrette.

ROPA VIEJA ANGUS
Traditional ropa vieja slow braised angus beef, sweet plantain fufu, crispy red onions

24

*Available Gluten Free

TEMPTATIONS

CHILEAN SEA BASS 34
Fresh fillet pan seared, lobster cream, lobster mashed potatoes
With a grilled Langostinos **49**

CHURRASCO * 26
Marinated skirt steak, garlic mashed potatoes, pico de gallo, jalapeno chimichurri

RIB-EYE STEAK * 32
garlic mash and asparagus

FILET MIGNON * 32
Grilled certified angus beef tenderloin, shiitake mushroom sauce, lobster mashed potatoes
With a grilled Langostinos **48**

WHOLE SNAPPER 38
Whole red snapper Yuca-style, coconut rice, mango pico de gallo

AL LADITO 5

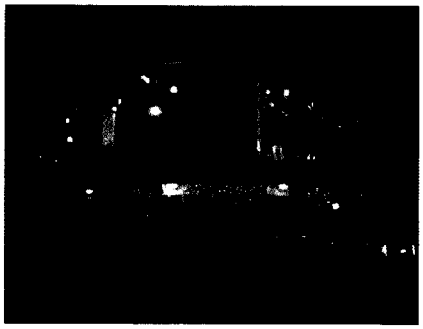
YUCA'S OWN LOBSTER MASH
BLACK BEANS
ROAST GARLIC MASH
FUFU
YUCA FRIES
TOSTONES
MADUROS
WHITE RICE
GARLIC BROCCOLINI
CONGRI RICE

The YUCA kitchen is headed by Executive Chef Francisco Javier Rodriguez who has been with the team since the beginning of 2011. He started his training at Meson Casa Lavardero in Seville, Spain in 1992 and continued his apprenticeship at Casa Modesto in Seville before moving north to Marbella to take over the position of sous chef at renowned Casino Marbella. After two years in Marbella, Francisco decided to cross the Atlantic to South America where he traveled extensively and developed his love for South American and Caribbean cuisine. He later came to North America where he dug his roots in Miami and continued to improve his skills in well known restaurants such as Tapas y Tintos, Suva and Zuma along with positioning himself as Chef de Cuisine at Acuamare. Since joining YUCA a year later, Francisco has set the bar with his passion, creativity and love for Cuban cuisine and continues to bring out amazing dishes that keeps people coming back for more.

Chef Josefa Balbin serves Yuca as our exclusive pastry chef. Chef Josefa has been with Yuca since our inception and is the person most responsible for inventing most of the dishes on our menu. Chef Josefa trained former master chef Douglas Rodriguez, (creator of Nuevo Latino Cuisine) whose cookbook Nuevo Latino owes heavily to Balbin's instruction.

YUCA TO BE NAMED OFFICIAL CUBAN CORNER OF MIAMI BEACH

BY LAINE DOSS TUESDAY, MAY 28, 2013



Yuca: The Official Cuban corner of Miami Beach.

Yuca via Facebook

Yuca, one of the longest-running Lincoln Road restaurants, has seen a lot of changes to the pedestrian mall that it calls home.

The restaurant, an acronym for "Young Urban Cuban American" opened in 1989 in Coral Gables, where a young chef named Douglas Rodriguez earned two Beard nominations, before moving to Miami Beach in 1995.

The restaurant also serves as hangout for many Latin music stars who try out new material at the upstairs lounge and club, most famously Albita Rodriguez. Still one of the most stylish restaurants on Lincoln Road, Yuca continues to attract crowds, and is a magnet for politicians, celebrities, and locals who want to power-dine on nuevo Latino cuisine.

To celebrate the restaurant, the City of Miami Beach is designating Yuca as the "Official Cuban Corner of Miami Beach" on Friday, May 31.

To celebrate the restaurant, the City of Miami Beach is designating Yuca as the "Official Cuban Corner of Miami Beach" on Friday, May 31.

Starting at 7:30 p.m., the public is invited to celebrate with free mojitos and appetizers. The restaurant will also host free Salsa classes, courtesy of Salsa Fever. In addition, several celebrities are expected to attend (although only Willy Chirino's name has been released).

At around 10:30 p.m., Miami Beach Commissioner and Vice Mayor Michael Gongorra will present a Proclamation to Yuca, officially declaring it Miami Beach's "Cuban Corner". Willy Chirino will also receive the Key to the City.

Yuca: una esquina latina en Lincoln Road

Dos décadas y media de prestigiosa trayectoria respaldan el presente de este emblemático restaurant-club ubicado en una de las más famosas calles de Miami Beach, Lincoln Road.

Cuando el grupo Palo! suena, Melanie Thomas y Vincent se dejan llevar por el ritmo. **ALEX MATEO DE ACOSTA** Especial/el Nuevo Herald

Eliana Silva

Especial/el Nuevo Herald

Dos décadas y media de prestigiosa trayectoria respaldan el presente de este emblemático restaurant-club ubicado en una de las más famosas calles de Miami Beach, Lincoln Road.

Yuca ya es sinónimo de salsa. Todos los viernes a las 8.30 p.m. comienza con clases de este ritmo, seguidas de una fiesta con compás de bachata y variados bailes latinos.

El restaurante cuenta con dos salones amplios y elegantes decorados con detalles de aire cubano y otros del viejo continente. En la parte superior, tiene un escenario donde los músicos pueden proyectar su arte haciendo uso de la tarima diseñada para que de cualquier mesa se pueda ver el *show*. Allí mismo, los sábados el grupo Palo!, nominado en la categoría de Mejor álbum de música tropical para los Latin Grammys 2014, expone su funk afrocubano, que consigue que cualquiera se pare de la silla.

El salón tiene capacidad para 140 personas sentadas y 200 de pie. Está equipado con un bar completo, baño privado, cabina de DJ, proyección e imagen con pantallas de vídeo, iluminación y sonido personalizado con unas vistas increíbles de Lincoln Road.

El comedor principal, en la planta baja, puede acoger 200 invitados. Otra opción es al aire libre, en la misma Lincoln Road con capacidad para 100 huéspedes.

El *open bar* cuenta con una gran variedad de licores, vinos de diferentes países y mojitos, desde el más clásico hasta el mezclado con mango o coco. También ofrecen diferentes cervezas locales e internacionales.

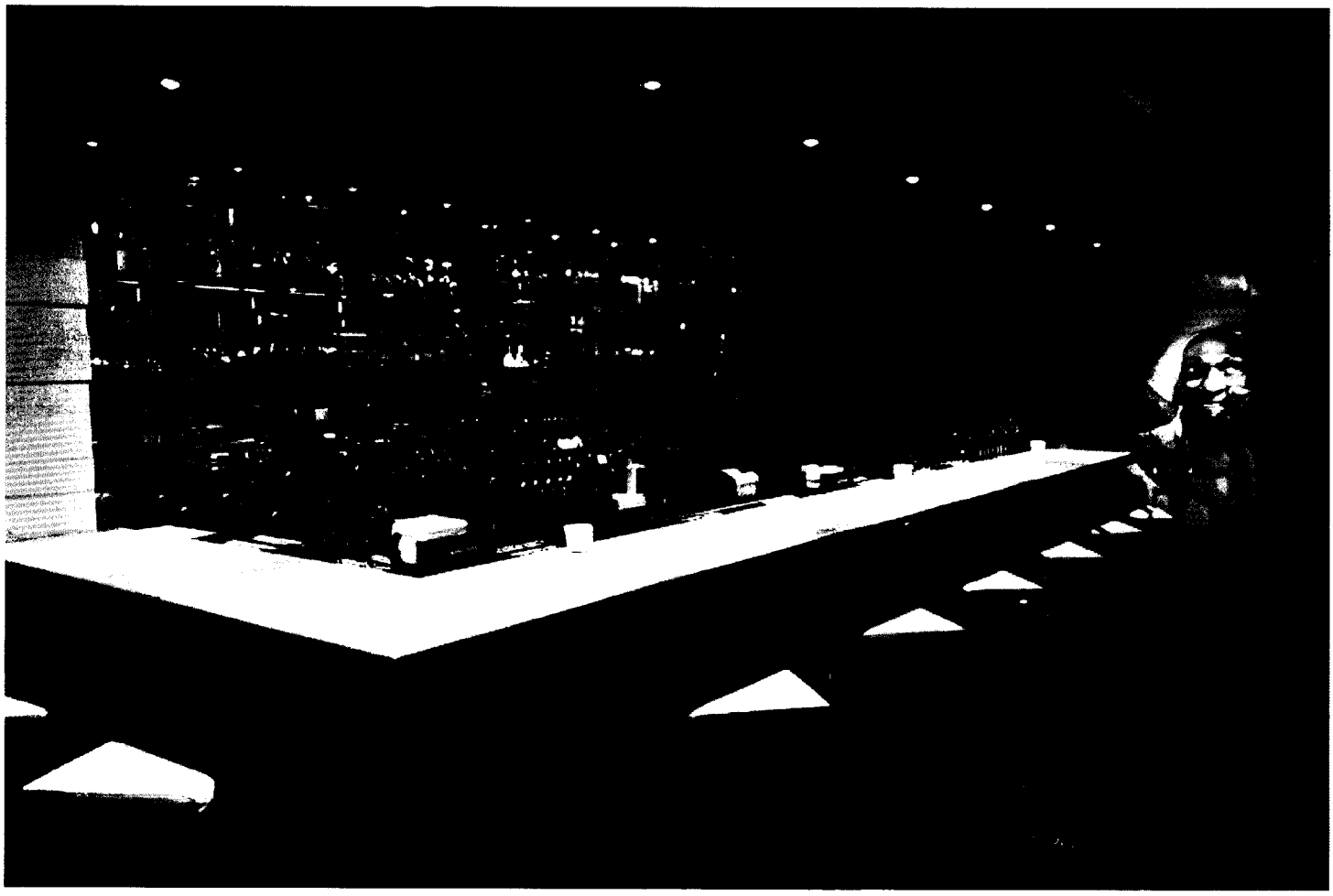
Janet Suárez es la dueña y encargada de que todo funcione a la perfección. El responsable de que hoy Yuca sea uno de los sitios más escogidos por los residentes y turistas de la Ciudad del Sol es Francisco Rodríguez, un simpático español nacido en Sevilla. Rodríguez reinventa la cocina tradicional con técnicas de fusión en las comidas, mezclando lo tradicional con lo moderno. Siempre manteniendo un objetivo, que los comensales se sientan como en su casa, ha conseguido que sus platos sean absolutamente caseros. En la cocina no se utilizan ni polvos, ni congelados, ni batidoras, todo se logra con el trabajo de excelentes *chefs* dispuetos a conquistar los paladares latinos y norteamericanos. La presentación de los platos causa asombro en los clientes, por el colorido, diseño y aroma.

El menú cuenta con más de 35 opciones. Tapas, ensaladas, empanadas, ropa vieja y también un elaborado *sea bass* con salsa de langosta, un churrasco marinado con chimichurri sobre una cama de puré de papas con salsa de ajo, pico de gallo y jalapeño son algunas especialidades de la casa.

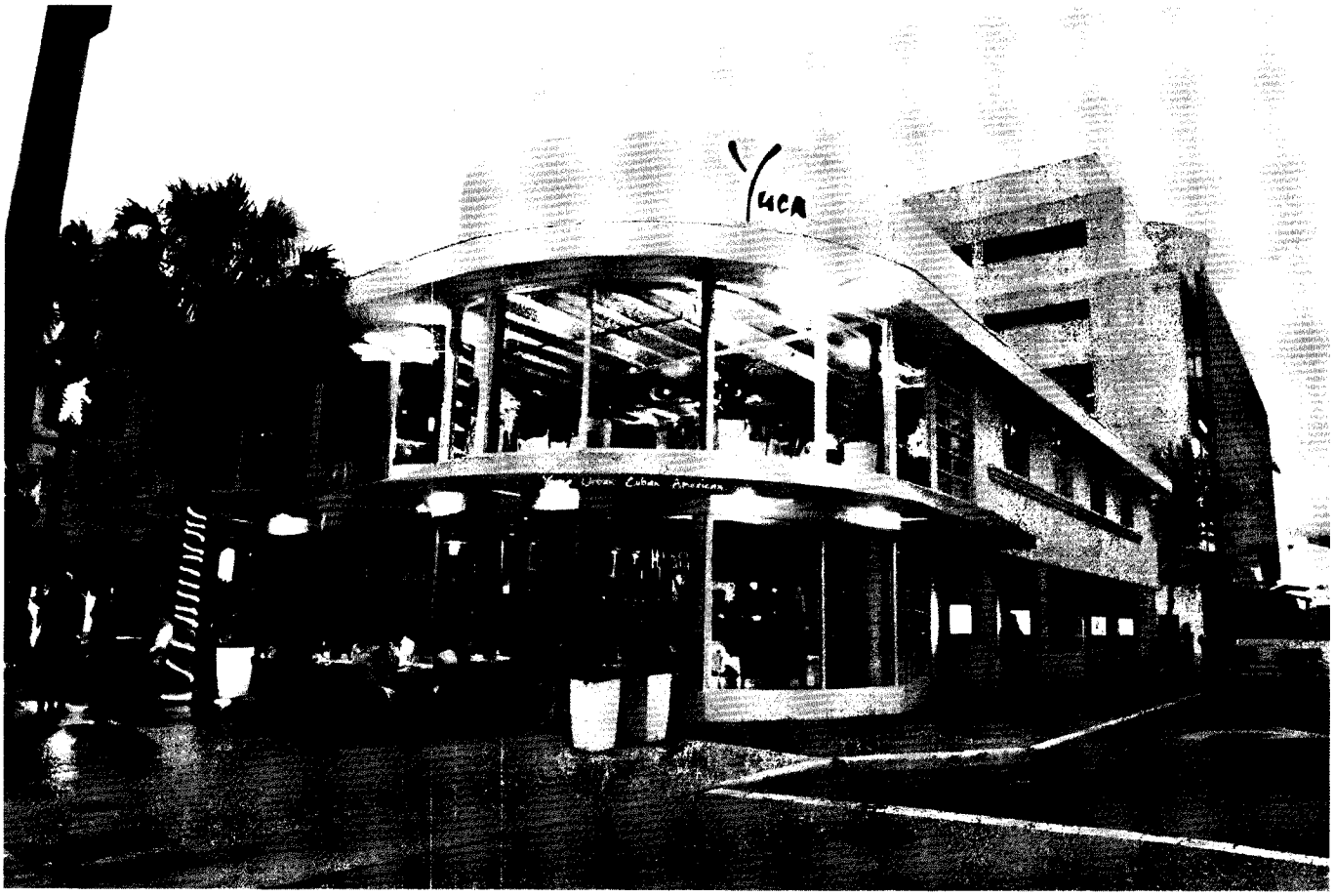
A la hora del almuerzo también se puede ir a Yuca, con precios fijos de $24 y $29. Estos incluyen tres platos, refrescos, té helado o café americano.

Es un *lunch* competitivo porque es ligero, liviano, en el que la variedad es la clave. Platos con muy bajo contenido graso y una calidad suprema.

El menú es una combinación de comida cubana, americana, española y argentina; todos quedan conformes por la gran oferta.Sin duda, Yuca es uno de los mejores lugares para ir a bailar salsa, probar una variedad de mojitos y disfrutar de los sabores exóticos de la cocina latina.



CUBA


Yuca

Financial Projections

CVI.CHE.105/YUCA FUSION

Proforma Financial Proyections

	Year 1	Year 2	Year 3	Year 4	Year 5
Food Income	$2,800,000	$3,400,000	$4,060,000	$4,550,000	$4,900,000
Beverage Income	$1,200,000	$1,600,000	$1,740,000	$1,950,000	$2,100,000
Total Income	**$4,000,000**	**$5,000,000**	**$5,800,000**	**$6,500,000**	**$7,000,000**
Cost of Goods Sold	**$1,000,000**	**$1,250,000**	**$1,450,000**	**$1,625,000**	**$1,750,000**
Gross Profit	**$3,000,000**	**$3,750,000**	**$4,350,000**	**$4,875,000**	**$5,250,000**
Payroll, including FICA, FUTA, etc	$1,400,000	$1,750,000	$2,030,000	$2,275,000	$2,450,000
Administrative Expenses	$40,000	$44,000	$48,000	$52,000	$58,000
Professional Fees	$80,000	$88,000	$97,000	$108,000	$120,000
Utilities	$80,000	$88,000	$100,000	$110,000	$121,000
Credit Card and Financial	$120,000	$132,000	$145,000	$160,000	$176,000
Marketing	$320,000	$400,000	$464,000	$520,000	$560,000
Maintenance, including Rent	$500,000	$525,000	$550,000	$575,000	$600,000
Insurance	$80,000	$88,000	$97,000	$108,000	$120,000
Other	$100,000	$110,000	$121,000	$133,000	$146,000
Total Expenses	$2,720,000	$3,225,000	$3,652,000	$4,041,000	$4,351,000
Net Income	**$280,000**	**$525,000**	**$698,000**	**$834,000**	**$899,000**
	7.0%	**10.5%**	**12.0%**	**12.8%**	**12.8%**

Exhibit D

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, FL 33139, www.miamibeachfl.gov

TOURISM, CULTURE AND ECONOMIC DEVELOPMENT DEPARTMENT
Office of Real Estate
Tel: 305-673-7193 / Fax: 786-394-4539

April 28, 2015

Mr. Noah Fox
Koniver Stern Group
1665 Washington Avenue, PH
Miami Beach, Florida 33139

Sent Via E-mail: noahramfox@yahoo.com

Re: Revised Letter of Intent
1555 Washington Avenue, Suites 1-3
Miami Beach, Florida 33139

Dear Mr. Fox:

Pursuant to our conversation yesterday, the City of Miami Beach is pleased to extend the following revised terms and conditions for the lease of the above referenced location:

Landlord: City of Miami Beach (the "City")

Tenant: A new joint venture with the principles consisting of Janet Suarez, Luis Hoyos and Juan Chipoco. Tenant shall provide a written business plan prior to May 11, 2015. Additionally, Landlord shall be permitted to review a summary of Tenant's financial statements prior to May 15, 2015. Said financial statements shall include the funding of the new joint venture, a pro-forma for the new joint venture, and profit/loss statements for the existing restaurant entities of the principles.

Premises: 1555 Washington Avenue, Suites 1-3
Miami Beach, Florida 33139

Size: Approximately 7,130 rentable square feet, under air condition, as contained on the attached floor plan.

Term: Nine (9) years three hundred and sixty four (364) days

Renewal Options: Two (2) renewal options for five (5) years each, subject to all required approvals by the City of Miami Beach in its regulatory capacity. The Base Rental Rate and annual increases shall be adjusted to the then current fair market rate for each renewal period.

N.S.

Landlord's Work: Landlord shall perform waterproofing and painting of the exterior of the building at which the Premises are located. Furthermore, Landlord shall replace the exterior windows located at the historic, north section of the Premises.

Rent Commencement: The Rent Commencement Date shall be upon completion of construction or two hundred and ten (210) days following lease execution, whichever occurs sooner. In addition, the rent abatement period will not begin until the Landlord has completed the window replacement referenced above.

Base Rental Rate: $60.00 per rentable square foot, plus applicable sales tax. The Base Rental Rate shall be increased by three percent (3%) annually.

Lease Basis: The lease shall be on a Triple Net basis. Tenant shall pay its proportionate share of Operating Expenses for the building (i.e. real estate taxes, insurance and maintenance expenses). The Operating Expenses are estimated at $3.00 PSF for 2015.

Securitization: Tenant shall provide an irrevocable Letter of Credit, from a bank acceptable to the Landlord, equal to the first six month's gross rent, in the amount of $224,595.00, upon lease execution.. After the first year of rent payments the security deposit shall be reduced to an amount equal to the first five month's gross rent. Each year thereafter (for the next two years), the security deposit amount will decrease by the equivalent of one month's rent. For the remainder of the lease term a security deposit equal to three (3) month's rent shall remain in the custody of Landlord to guarantee the Tenant's performance under the lease.

Payment at Lease Execution: First and last month's rent, plus sales tax, in the amount of $91,731.27.

Utilities: Tenant shall be responsible for the cost of its utilities and trash removal.

Construction Allowance: Tenant shall accept the Premises in "as-is" condition, other than the historic window replacement referenced above, which shall be performed by Landlord.

Tenant Investment: As an added inducement to have City enter into the Lease, Tenant covenants and agrees that it will invest, or cause to be invested, no less than $500,000 in hard construction costs on/to the Premises to insure that a first class restaurant is constructed.

Construction Escrow And Guaranties: All plans and specifications for improvements shall be subject to the approval of Landlord, as well as all the requisite regulatory approvals. Following Lease execution, and issuance by the City of Tenant's full building permit, and prior to commencement of construction, Tenant shall execute a work letter and escrow agreement, including a cash deposit, in the amount of the cost of the work (as such amount is set forth in the construction contract between Tenant and its General Contractor) for the build-out of the Premises for the intended Use, which will be deposited into Tenant's attorney's escrow account to guarantee the diligent and timely prosecution of construction. At its sole discretion, the City may also require that Tenant's General Contractor (G.C.) furnish the City with a Construction Completion Guaranty, and/or require Tenant's G.C. to furnish a Payment and Performance Bond (in a form reasonably acceptable to and approved by the City), guaranteeing the performance of the G.C. under the construction contract. The City shall be named as a dual obligee under such Bond. Additionally, Tenant shall be required to purchase Builder's Rick insurance coverage.

Use: Fine dining restaurant

Agency Disclosure: Koniver Stern Group represents the Tenant exclusively in this transaction and shall receive a commission from the City in the event a lease is mutually executed and delivered, in the amount of three percent (3%) of the total Base Rent obligation for the initial Term. Said commission shall be paid in accordance with a separate agreement which shall be subject to review and approval by the City Attorney's Office.

Conditions: The terms and conditions of this Letter of Intent and any negotiated lease will be subject to approval by the City of Miami Beach Commission, and may require additional regulatory approvals, depending upon the terms of said proposed lease. This Letter of Intent is non-binding to either party, and may be modified or withdrawn by the City, without notice, at any time. Only a fully executed and delivered lease agreement, which shall be negotiated in good faith by both parties, shall serve as a binding agreement in this regard.

In addition, subject to the prior advance written approval of the Landlord, and in the event that the commission adopts the recommendations of the Washington Ave. Blue Ribbon Panel, Tenant may include outdoor dining and may pursue valet parking service in accordance with City code.

Financial Records: Landlord shall have the right to periodically review Tenant's financial records and statement of operations no more than once per year.

Please let me know if I can provide you with any additional information. I may be reached at (305) 673-7193.

Sincerely,

Mark M. Milisits, RPA
Asset Manager

Agreed to and Accepted by:

Tenant: A New Joint Venture With Principles Consisting Of:
Janet Suarez, Luis Hoyos and Juan Chipoco

Sign: Janet Suarez

Print: Janet Suarez

Title: Principal

Date: 4/29/15

F:\RHCD\$ALL\ECON\$ALL\ASSET\Anchor_Ret\Bar-Be-Que Beach\Space For Lease (2015)\Revised Letter of Intent (4-28-15).docx

Anchor Shops
Security Deposit Calculation
April 27, 2015

Square Feet:	7,130
Rent PSF:	$60
Increases:	3%

Year	PSF Rent	Monthly Rent	Annual Rent	PSF OEX	Monthly OEX	Annual OEX	Monthly Rent & OEX	Annual Rent & OEX
1	$60.00	$35,650.00	$427,800.00	$3.00	$1,782.50	$21,390.00	$37,432.50	$449,190.00
2	$61.80	$36,719.50	$440,634.00	$3.00	$1,782.50	$21,390.00	$38,502.00	$462,024.00
3	$63.65	$37,821.09	$453,853.02	$3.00	$1,782.50	$21,390.00	$39,603.59	$475,243.02
4	$65.56	$38,955.72	$467,468.61	$3.00	$1,782.50	$21,390.00	$40,738.22	$488,858.61
5	$67.53	$40,124.39	$481,492.67	$3.00	$1,782.50	$21,390.00	$41,906.89	$502,882.67
6	$69.56	$41,328.12	$495,937.45	$3.00	$1,782.50	$21,390.00	$43,110.62	$517,327.45
7	$71.64	$42,567.96	$510,815.57	$3.00	$1,782.50	$21,390.00	$44,350.46	$532,205.57
8	$73.79	$43,845.00	$526,140.04	$3.00	$1,782.50	$21,390.00	$45,627.50	$547,530.04
9	$76.01	$45,160.35	$541,924.24	$3.00	$1,782.50	$21,390.00	$46,942.85	$563,314.24
10	$78.29	$46,515.16	$558,181.97	$3.00	$1,782.50	$21,390.00	$48,297.66	$579,571.97
			$4,904,247.57		$17,825.00	$213,900.00	$426,512.30	**$5,118,147.57**

Security Deposit	
First Month	$37,432.50
Last Month	$48,297.66
Sales Tax	$6,001.11
6 Mos. Security	$224,595.00
	$316,326.28

1049

AS.

Exhibit E

LANDLORD:	Miami Beach Redevelopment Agency, a public body corporate and politic 1700 Convention Center Drive Miami Beach, Florida 33139
TENANT:	Cubiche 105, LLC 501 Lincoln Road Miami Beach, FL 33139
DATE OF EXECUTION:	_____, 2015

ANCHOR SHOPS AT SOUTH BEACH
RETAIL LEASE

LEASE SUMMARY

The following is a summary of basic lease provisions with respect to the Lease. It is an integral part of the Lease, and terms defined or dollar amounts specified in this Summary shall have the meanings or amounts as stated, unless expanded upon in the text of the Lease and its Exhibits, which are attached to and made a part of this Summary.

1.	Date of Lease Execution:	_____, 2015.
2.	"Landlord":	Miami Beach Redevelopment Agency
3.	Landlord's Address:	Miami Beach Redevelopment Agency 1700 Convention Center Drive Miami Beach, Florida 33139 Attention: Office of Real Estate with a copy to: City of Miami Beach Miami Beach Redevelopment Agency 1700 Convention Center Drive Miami Beach, Florida 33139 Attention: Legal Department
4.	"Tenant":	Cubiche 105, LLC
5.	Tenant's Address:	501 Lincoln Road Miami Beach, FL 33139
6.	"Guarantor":	Cubiche 105, LLC (also see Section 17 of this Summary)
7.	Guarantor's Address:	501 Lincoln Road Miami Beach, FL 33139
8.	Premises (section 1.1):	1555 Washington Avenue, Suites 1-3 Miami Beach, FL 33139 As shown on Exhibit "B"
9.	Gross Rentable Area of Premises (section 1.1):	Approximately 7,130 square feet.
10.	Gross Rentable Area of Retail Space (section 1.1):	Approximately 20,500 rentable square feet
11.	Tenant's Proportionate Share (section 2.4):	34.78%
12.	Permitted Use of Premises (section 3.1):	Premises shall be used as a fine dining restaurant (and subject to the prohibited uses described in Exhibit "D" to the Lease).

13. Term of Lease (section 1.1): The Initial Lease Term shall commence on the date the Lease is fully executed by Landlord and Tenant, as contained on Page 1 of the Lease, ("Lease Commencement Date") and shall end nine (9) years and three hundred and sixty four (364) days following the Rent Commencement Date, as defined below ("Lease Expiration Date").

"Rent Commencement Date": The date Tenant's Work is completed or two hundred and ten (210) days following the Lease Commencement Date, whichever occurs sooner. In addition, the rent abatement period will not begin until the Landlord has completed the replacement of the exterior windows located at the historic, north section of the Premises.

"Renewal Options": Two (2) renewal options for five (5) years each, after the Lease Expiration Date of the Intial Lease Term. Tenant must notify Landlord in writing, no later than one hundred and eighty (180) days prior to Lease Expiration Date of its intention of exercising the Renewal Option(s). The Minimum Rent and annual increases shall be adjusted to the then current fair market rate for each renewal period.

14. "Minimum Rent" (section 2.2):

MONTHS	ANNUAL MINIMUM RENT	MONTHLY PAYMENT (PLUS SALES TAX)
Rent Commencement Date - next succeeding twelve months *	**$427,800.00**	**$35,650.00**

* Commencing on the first anniversary of the Rent Commencement Date, and at the beginning of each succeeding year thereafter during the Term of the Lease, the Minimum Rent shall be increased annually in increments of three (3%) annually.

15. Percentage Rental (section 2.3): N/A

16. Prepaid Rent (section 2.2): $93,257.67 (including applicable sales tax) due upon execution of Lease; to be applied to first and last full month's Minimum Rent due.

17. Security Deposit (section 2.7): Tenant shall provide an irrevocable Letter of Credit, from a bank acceptable to the Landlord, equal to the first six (6) month's gross rent (i.e. Minimum Rent and Cost Pass-Throughs), in the amount of $231,047.65, upon lease execution. Additionally, throughout the first year of rent payments, the three (3) principals of Tenant (Janet Suarez, Luis Hoyos and Juan Chipoco) shall provide a Personal Guaranty, jointly and severally, equal to the first three (3) month's gross rent (i.e. Minimum Rent and Cost Pass-Throughs), in the amount of $115,523.83. So long as Tenant has not been in default of the Lease, after the first year of rent payments, the Personal

Guarantys shall be null and void and the remaining Security Deposit shall be the Letter of Credit, equal to the first six (6) month's gross rent (i.e. Minimum Rent and Cost Pass-Throughs), in the amount of $231,047.65. So long as Tenant has not been in default of the Lease, after the second year of rent payments, the Letter of Credit shall be reduced to three (3) month's gross rent (i.e. Minimum Rent and Cost Pass-Throughs), in the amount of $115,523.83. For the remainder of the Lease Term a security deposit equal to three (3) month's rent shall remain in the custody of Landlord to guarantee the Tenant's performance under the Lease.

18. Cost Pass-Throughs (CAM) (section 2.4): Proportionate share of Property Taxes, Maintenance and Insurance on the Anchor Shops and Parking Garage.

LEASE YEAR	COMMON AREA MAINTENANCE (CAM) COST PER SQUARE FOOT*	MONTHLY / ANNUAL PAYMENT
1	$8.81	$5,234.61 / $62,815.30
2-10	**See Note (*)**	**See Note (*)**
Renewal Periods	**See Note (*)**	**See Note (*)**

Note (*) The CAM rate shall be adjusted on an annual basis to reflect the actual pro-rata share of Property Taxes, Maintenance and Insurance costs incurred by the Landlord during the previous calendar year. Controllable expenses, hereby defined as all expenses other than Property Taxes, Insurance and utilities shall be capped at no more than a five percent (5%) increase above the previous year.

19. Comprehensive General Liability Insurance (section 6.1): $2,000,000.00

20. Monthly Promotional Charge (section 13.1): N/A

21. Broker(s) (section 14.12): Koniver Stern Group represents the Tenant exclusively in this transaction

22. Completion Date for Tenant's Work (section 5.1): N/A

23. Trade Name (section 3.1): Cubiche 105

THIS LEASE (the "Lease"), dated the ____ day of _____, 2015, is made between the Miami Beach Redevelopment Agency, a public body corporate and politic (the "Landlord"), and Cubiche 105, LLC a Florida limited liability corporation (the "Tenant").

RECITALS:

A. The Landlord is the fee simple owner of a certain facility (the "Facility") containing a municipal parking garage and appurtenances containing approximately eight hundred (800) parking spaces (the "Garage") and certain retail space (the "Retail Space") located in an area bounded by Washington and Collins Avenues in the proximity of 16th Street, City of Miami Beach, Metropolitan Dade County, Florida, as more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Land"). The Landlord is the fee simple owner of the Land and the Facility.

B. Landlord and Tenant desire to enter into this Lease for a portion of the Retail Space, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE I. TERM.

1.1 Grant; Term. In consideration of the performance by Tenant of its obligations under this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the Term, the "Premises." A site plan showing the location of the Retail Space within the Facility, as well as the location of the Premises within the Retail Space, is attached hereto and made a part hereof as Exhibit "B." The gross rentable area of the Premises and Retail Space shown on the Lease Summary do not represent accurate measurements of the square footage contained in the Premises or the Retail Space, but are mere estimates.

The "Term" of the Lease is the period from the Commencement Date as specified in the Lease Summary, through the Expiration Date, as specified in the Lease Summary.

1.2. Landlord's Work. Tenant acknowledges and agrees that it is accepting possession of the Premises in as-is condition and that, except as otherwise expressly hereinafter set forth, Landlord has no obligation to furnish, render, or supply any money, work, labor, material, fixture, equipment, or decoration with respect to the Premises. Notwithstanding the foregoing, Landlord shall replace the exterior windows located at the historic, north section of the Premises. Furthermore, Landlord shall perform waterproofing and painting to portions of the exterior of the Facility.

ARTICLE II. RENT.

2.1 Covenant to Pay. Tenant shall pay to Landlord all sums due hereunder from time to time from the Rent Commencement Date without prior demand, together with all applicable Florida sales tax thereon; however, unless otherwise provided in this Lease, payments other than Tenant's regular monthly payments of Minimum Rent shall be payable by Tenant to Landlord within ten (10) days following written demand. All rent or other charges that are required to be paid by Tenant to Landlord shall be payable at Landlord's address indicated on the Lease Summary. Minimum Rent and additional rent (which is all sums payable to Landlord other than Minimum Rent) for any "Lease Year" consisting of less than twelve (12) months shall be prorated on a per diem basis, based upon a period of 365 days. "Lease Year" means the twelve (12) full calendar months commencing on the Commencement Date. However, the final Lease Year may contain less than twelve (12) months due to expiration or sooner termination of the Term. Tenant agrees that its covenant to pay rent and all other sums under this Lease is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as expressly provided for in this Lease.

2.2 Minimum Rent. Subject to any escalation which may be provided for in this Lease, Tenant shall pay Minimum Rent for the Term in the initial amount specified in the Lease Summary, which, except for the first

and last installment, shall be payable throughout the Term in equal monthly installments in advance on the first day of each calendar month of each year of the Term, such monthly installments to be in the amounts (subject to escalation) specified in the Lease Summary. The first and last monthly installments of Minimum Rent shall be due upon lease execution. The Minimum Rent described above shall be adjusted during the Term of this Lease as provided in the Lease Summary.

2.3. Percentage Rental. Intentionally Omitted.

2.4 Operating Costs; Taxes. Tenant shall remit together with regular monthly payments of Minimum Rent, its proportionate share of Common Area Maintenance (CAM) payments as determined in Section 18 of the Lease Summary.

2.5 Payment of Personal Property Taxes; Sales Tax Reports. Tenant shall pay, when due, all taxes attributable to the personal property, trade fixtures, business, occupancy, or sales of Tenant or any other occupant of the Premises and to the use of the Retail Space by Tenant or such other occupant. Tenant shall provide Landlord with copies of Tenant's sales tax reports provided to the State of Florida, as and when such reports are provided to the State. Landlord shall have the right to disclose such reports to any person or entity having an interest or prospective interest in the Retail Space.

2.6 Rent Past Due. If any payment due from Tenant shall be overdue more than five (5) business days, a late charge of five (5%) percent of the delinquent sum may be charged by Landlord. If any payment due from Tenant shall remain overdue for more than fifteen (15) days, an additional late charge in an amount equal to the lesser of the highest rate permitted by law or one and one-half (1 1/2%) percent per month (eighteen (18%) percent per annum) of the delinquent amount may be charged by Landlord, such charge to be computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the five (5%) percent late charge or any other remedy available to Landlord.

2.7 Security Deposit. Landlord acknowledges receipt of a security deposit in the amount specified on the Lease Summary to be held by Landlord, without any liability for interest thereon, as security for the performance by Tenant of all its obligations under this Lease. Landlord shall be entitled to commingle the security deposit with Landlord's other funds. If Tenant defaults in any of its obligations under this Lease, Landlord may at its option, but without prejudice to any other rights which Landlord may have, apply all or part of the security deposit to compensate Landlord for any loss, damage, or expense sustained by Landlord as a result of such default. If all or any part of the security deposit is so applied, Tenant shall restore the security deposit to its original amount on demand of Landlord. Subject to the provisions of section 2.4, within thirty (30) days following termination of this Lease, if Tenant is not then in default, the security deposit will be returned by Landlord to Tenant.

Notwithstanding the foregoing, for purposes of the security deposit described in the Lease Summary and the above paragraph, Tenant, at its option, shall have the right to post an irrevocable, unconditional, and transferable Letter of Credit, which Letter of Credit shall comply with the provisions of Exhibit "2.7," attached hereto and made a part hereof. If Tenant delivers the Letter of Credit to Landlord, then Landlord will return the cash security deposit promptly after Landlord's receipt of the Letter of Credit.

2.8 Landlord's Lien. To secure the timely construction and installation of all improvements to the Premises by tenant and to secure the payment of all rent and other sums of money due and to become due hereunder and the faithful performance of this Lease by Tenant, Tenant hereby gives to Landlord an express first and prior contract lien and security interest on all property now or hereafter acquired (including fixtures, equipment, chattels, and merchandise) which may be placed in the Premises and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of Landlord until all arrearages in rental and other sums of money then due to Landlord hereunder shall first have been paid; provided, Tenant may operate its business in the ordinary course and the removal of merchandise from the Premises by customers of Tenant shall not be a default under this section. All exemption laws are hereby waived in favor of said lien and security interest. This lien and security interest is given in addition to Landlord's statutory lien and shall be cumulative

thereto. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State in which the Premises is located. To the extent permitted by law, this Lease shall constitute a security agreement under Article 9 of the Florida Uniform Commercial Code.

ARTICLE III. USE OF PREMISES.

3.1 Permitted Use. The Premises shall be used and occupied only as a fine dining restaurant, as specified in the Lease Summary. The business of Tenant in the Premises shall be carried on under the name specified in the Lease Summary and under no other name unless approved by Landlord in writing. Tenant shall carry on its business on the Premises in a reputable manner and shall not do, omit, permit, or suffer to be done or exist upon the Premises anything which shall result in a nuisance, hazard, or bring about a breach of any provision of this Lease or any applicable municipal or other governmental law or regulation, or would otherwise be inconsistent with a first-class retail center or incompatible with retail uses ancillary to a first-class convention center hotel. Tenant shall observe all reasonable rules and regulations established by Landlord from time to time for the Retail Space. The rules and regulations in effect as of the date hereof are attached to and made a part of this Lease as Exhibit "C." Landlord will provide a copy of any amendments to the rules and regulations at least seven (7) days prior to the effective date of any such amendments. Tenant shall display such name as Landlord may from time to time designate for the Retail Space in its stationery used upon the Premises, and in material which is given, visible, or available to customers of Tenant. Tenant shall promote such name in any advertisements or promotional material published or initiated by Tenant in regard to its business from the Premises. The names for the Retail Space and the project of which the Retail Space is a part, which Landlord may from time to time adopt, and every name or mark adopted by Landlord in connection with the Retail Space shall be used by Tenant only in association with the business carried on in the Premises during the Term and Tenant's use thereof shall be subject to such reasonable regulation as Landlord may from time to time impose.

3.2 Compliance with Laws. The Premises shall be used and occupied in a safe, careful, and proper manner so as not to contravene any present or future laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders, and requirements of all governmental authorities having jurisdiction over the Premises or any street, road, avenue, or sidewalk comprising a part of, or lying in front of, the Premises or any vault in or under the Premises (including, without limitation, any of the foregoing relating to handicapped access or parking, the local building codes, and the laws, rules, regulations, orders, ordinances, statutes, codes, and requirements of any applicable Fire Rating Bureau or other body exercising similar functions), the temporary and/or permanent certificate or certificates of occupancy issued for the Premises as then in force, and any and all provisions and requirements of any property, casualty, or other insurance policy required to be carried by Tenant under this Lease. If due to Tenant's use of the Premises repairs, improvements, or alterations are necessary to comply with any of the foregoing, Tenant shall pay the entire cost thereof.

3.3 Signs. Tenant, at Tenant's expense, shall erect and maintain identification signage upon the storefront of the Premises. The design and specification of such signage shall be subject to Landlord's sign criteria as adopted from time to time and such design and specification (including camera-ready artwork) shall be submitted for Landlord's prior approval. Except with the prior written consent of Landlord, Tenant shall not erect, install, display, inscribe, paint, or affix any signs, lettering, or advertising medium upon or above any exterior portion of the Premises or in or on Tenant's storefront or storefront window. Landlord's signage criteria is attached hereto and made a part hereof as Exhibit "E."

3.4 Environmental Provisions.

(a) Tenant shall not knowingly incorporate into, use, or otherwise place or dispose of at the Premises or in the Retail Space (or allow others to incorporate into, use, or otherwise place or dispose of at the Premises or in the Retail Space) any Hazardous Materials, as hereinafter defined, unless (i) such Hazardous Materials are for use in the ordinary course of business (i.e., as with office or cleaning supplies), (ii) notice of and a copy of the current material safety data sheet is provided to Landlord for each such Hazardous Material (except for Hazardous Materials used by Tenant in the ordinary course of business (i.e., as with office or cleaning supplies)), and (iii) such materials are handled and disposed of in accordance with all applicable governmental

laws, rules, and regulations. If Landlord or Tenant ever has knowledge of the presence in the Premises or the Retail Space of Hazardous Materials which affect the Premises, such party shall notify the other thereof in writing promptly after obtaining such knowledge. For purposes of this Lease, "Hazardous Materials" shall mean: (a) petroleum and its constituents; (b) radon gas, asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; (c) any substance, gas, material or chemical which is or may hereafter be defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants or contaminants," "solid wastes," or words of similar import under any applicable governmental laws, rules, and regulations including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and Florida Statutes, Chapters 376 and 403; and (d) any other chemical, material, gas, or substance, the exposure to or release of which is regulated by any governmental or quasi-governmental entity having jurisdiction over the Retail Space or the operations thereon.

(b) If Tenant or its employees, agents, or contractors shall ever violate the provisions of subsection (a), above, then Tenant shall clean-up, remove, and dispose of the Hazardous Material causing the violation, in compliance with all applicable governmental standards, laws, rules, and regulations and repair any damage to the Premises or Retail Space within such period of time as may be reasonable under the circumstances after written notice by Landlord, provided that such work shall commence not later than thirty (30) days from such notice and be diligently and continuously carried to completion by Tenant or Tenant's designated contractors. Tenant shall notify Landlord of its method, time, and procedure for any clean-up or removal of Hazardous Materials under this provision; and Landlord shall have the right to require reasonable changes in such method, time, or procedure or to require the same to be done after normal business hours or when the Retail Space is otherwise closed (i.e., holidays) if reasonably required for the protection of other tenants or occupants of the Retail Space.

(c) Tenant agrees to defend, indemnify, and hold harmless Landlord, and the City of Miami Beach (the "City") against any and all claims, costs, expenses, damages, liability, and the like, which Landlord may hereafter be liable for, suffer, incur, or pay arising under any applicable environmental laws, rules, and regulations and resulting from or arising out of any breach of the covenants contained in this section 3.4, or out of any act, activity, or violation of any applicable environmental laws, rules, and regulations on the part of Tenant, its agents, employees, or assigns. Tenant's liability under this section 3.4 shall survive the expiration or any termination of this Lease.

3.5 Hours; Continued Occupancy. During the Term, Tenant shall conduct its business in the Premises, at a minimum, on all days and during all hours established by Landlord from time to time as store hours for the Retail Space. Tenant may conduct business on the Premises, in addition to the foregoing times, in Tenant's reasonable judgment in order to maximize sales from the Premises, at Tenant's sole expense. However, Landlord shall not be responsible for providing common area or other services during such additional hours. Tenant shall open the whole of the Premises for business to the public, fully fixtured, stocked, and staffed within 60 days of the Completion Date set forth in item 22 of the Lease Summary, and shall continuously, actively, and diligently carry on the business specified in section 3.1 on the whole of the Premises during the Term, during such hours and upon such days as are herein required, except when prevented from doing so by force majeure. Tenant acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of utmost importance to neighboring tenants and to Landlord in the renting of space in the Retail Space, the renewal of other leases therein, the efficient and economic supply of services and utilities. Tenant acknowledges that Landlord is executing this Lease in reliance thereupon and that the same is a material element inducing Landlord to execute this Lease. Tenant shall not keep or display any merchandise on or otherwise obstruct the common areas and shall not sell, advertise, conduct, or solicit business anywhere within the Retail Space other than in the Premises. Tenant shall ship and receive supplies, fixtures, equipment, furnishings, wares, and merchandise only through the appropriate service and delivery facilities provided by Landlord; and shall not park its trucks or other delivery vehicles or allow suppliers or others making deliveries to or receiving shipments from the Premises to park in the parking areas, except in those parts thereof as may from time to time be

allocated by Landlord for such purpose. Tenant shall maintain available a substantial stock of goods, wares, and merchandise adequate to ensure successful operation of Tenant's business, and shall employ and maintain sales and other personnel sufficient at all times for proper service to customers.

3.6 Prohibited Uses. Notwithstanding any other provisions of this Lease, Tenant shall not use the Premises nor permit them to be used for any of the following purposes: (A) for the sale by Tenant, as its principal business purpose, of any merchandise which Tenant, in the course of its normal business practice, purchases at manufacturers' clearances or purchases of ends-of-runs, bankruptcy stock, seconds, or other similar merchandise; (B) for the sale of second-hand goods, war surplus articles, insurance salvage stock, fire sale stock, merchandise damaged by or held out to be damaged by fire, except merchandise damaged by fire or smoke occurring in the Retail Space, and then only for thirty (30) days after the date of any such damage; (C) as an auction or flea market; (D) for a bankruptcy sale or going-out-of-business sale or liquidation sale or any similar sale, unless Tenant is in fact in bankruptcy or is going out of business or is in liquidation, in which case such sale shall not continue beyond thirty (30) days; (E) a business primarily used for an order office, mail order office, or catalogue store; or (F) any business in which Tenant is engaged in intentionally deceptive or fraudulent advertising or selling practices or any other act or business practice contrary to honest retail practices.

3.7 Intentionaly Omitted.

3.8 Exclusive Use. So long as Tenant is in actual occupancy of the Premises and using the Premises for the permitted use set forth in the Lease Summary, Landlord agrees not to enter into any leases for space in the Retail Space with persons or entities whose primary business at the Retail Space would be the sale of athletic and/or other types of sporting footwear, retail apparel and related general merchandise.

ARTICLE IV. ACCESS AND ENTRY.

4.1 Right of Examination. Landlord shall be entitled at all reasonable times and upon reasonable written notice, not less than 24 hours (but no notice is required in emergencies) to enter the Premises to examine them if Landlord reasonably believes that Tenant is not complying with any of its obligations hereunder; to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable; to have access to underfloor facilities and access panels to mechanical shafts and to check, calibrate, adjust, and balance controls and other parts of the heating, air conditioning, ventilating, and climate control systems. Landlord reserves to itself (and others acting on behalf of Landlord including, without limitation, the City) the right to install, maintain, use, and repair pipes, ducts, conduits, vents, wires, and other installations leading in, through, over, or under the Premises and for this purpose, Landlord may take all material into and upon the Premises which is required therefor. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord reserves the right to use all exterior walls and roof area. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises and Tenant's property.

4.2 Right to Show Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable written notice not less than 24 hours to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Retail Space, and, during the last six (6) months of the Term (or the last six (6) months of any renewal term if this Lease is renewed), to show them to prospective tenants. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises and Tenant's property.

ARTICLE V. INITIAL CONSTRUCTION; MAINTENANCE, REPAIRS, AND ALTERATIONS.

5.1. Tenant's Construction Obligations.

(a) Subject to the provisions hereof, Tenant shall, at its expense, cause the construction and installation of all improvements to the Premises in accordance with Tenant's Plans, as hereinafter defined, and as necessary to permit Tenant to occupy same and conduct normal business operations (such improvements being

referred to herein as ("Tenant's Work"). The plans for such improvements shall be submitted to the Landlord for the Landlord's prior written consent, which will not be unreasonably withheld or delayed. Tenant covenants and agrees that it will invest, or cause to be invested, no less than $500,000 in hard construction costs on/to the Premises to insure that a first class restaurant is constructed.

(b) All permanent (fixed) improvements to the Premises shall remain the property of the Landlord upon termination of the Lease. Upon the lawful termination of the Lease, all personal property and trade fixtures may be removed by the Tenant from the Premises without damage to the Premises.

(c) Any damage to the existing finishes of the Retail Space shall be patched and repaired by Tenant, at its expense, and all such work shall be done to Landlord's satisfaction. If any patched and painted area does not match the original surface, then the entire surface shall be repainted at Tenant's expense. Tenant agrees to indemnify and hold harmless Landlord, its agents, and employees from and against any and all costs, expenses, damage, loss, or liability, including, but not limited to, reasonable attorneys' fees and costs, which arise out of, is occasioned by, or is in any way attributable to the build-out of the Premises or any subsequent improvements or alterations by Tenant pursuant to this Lease. Tenant, at its expense, shall be responsible for the maintenance, repair, and replacement of any and all items constructed by Tenant's contractor.

(d) Tenant shall not alter the existing fire alarm system in the Premises or the Retail Space. Tenant's Plans shall include detailed drawings and specifications for the design and installation of Tenant's fire alarm (and security) system(s) for the Premises. Such system(s) shall meet all appropriate building code requirements, and the fire alarm system shall, at Tenant's expense, be integrated into Landlord's fire alarm system for the Retail Space. (Landlord is not required to provide any security system.) Landlord's electrical contractor and/or fire alarm contractor shall, at Tenant's expense, make all final connections between Tenant's and Landlord's fire alarm systems. Tenant shall insure that all work performed on the fire alarm system shall be coordinated at the job site with the Landlord's representative.

(e) Tenant will permit no liens to attach to the Premises arising from, connected with or related to the construction of the improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to Landlord. Any and all permits and or licenses required for the installation of improvements shall be the sole responsibility of Tenant.

(f) The above requirements for submission of plans and the use of specific contractors shall not apply to improvements, maintenance or repairs which do not exceed $20,000.00, provided that the work is not structural, and provided that it is permitted by applicable law.

(g) Landlord acknowledges that the Current Tenant has made improvements and had signage installed prior to the execution of this Lease Agreement, and as such, said improvements and signage are acceptable to Landlord, to the extent that same were properly permitted, and done in compliance with all applicable building codes, and any other Municipal, County, State and Federal laws.

5.1.1. Tenant's Construction Escrow and Guaranties. Following Lease execution, and issuance by the City of Tenant's full building permit, and prior to commencement of construction, Tenant shall execute a work letter and escrow agreement, including a cash deposit, in the amount of the cost of the work (as such amount is set forth in the construction contract between Tenant and its General Contractor) for the build-out of the Premises for the intended Use, which will be deposited into Tenant's attorney's escrow account to guarantee the diligent and timely prosecution of construction. At its sole discretion, the City may also require that Tenant's General Contractor (G.C.) furnish the City with a Construction Completion Guaranty, and/or require Tenant's G.C. to furnish a Payment and Performance Bond (in a form reasonably acceptable to and approved by the City), guaranteeing the performance of the G.C. under the construction contract. The City shall be named as a dual obligee under such Bond. Additionally, Tenant shall be required to purchase Builder's Risk insurance coverage.

5.2 Maintenance and Repairs by Landlord. It is hereby acknowledged and agreed that Landlord shall maintain and repair certain portions of the Retail Space as delineated in Exhibit "F" hereto. Tenant will notify in writing of any necessary repairs that are the obligation of Landlord. Landlord shall not be responsible for any

damages caused to Tenant by reason of failure of any equipment or facilities serving the Retail Space or delays in the performance of any work for which the Landlord is responsible to perform pursuant to this Lease. Notwithstanding any other provisions of this Lease, if any part of the Retail Space is damaged or destroyed or requires repair, replacement, or alteration as a result of the act or omission of Tenant, its employees, agents, invitees, licensees, or contractors, Landlord shall have the right to perform same and the cost of such repairs, replacement, or alterations shall be paid by Tenant to Landlord upon demand. In addition, if, in an emergency, it shall become necessary to make promptly any repairs or replacements required to be made by Tenant, Landlord may re-enter the Premises and proceed forthwith to have the repairs or replacements made and pay the costs thereof. Upon demand, Tenant shall reimburse Landlord for the cost of making the repairs. Landlord shall exercise its rights under this section in a manner so as to minimize any disruption or interference with the operation of Tenant's business and property.

5.3 Maintenance and Repairs by Tenant. Tenant shall, at its sole cost, repair and maintain the Premises, all to a standard consistent with a first class retail center, with the exception of base building, mechanical and electrical systems, roof and foundation, which are the obligation of the Agency Landlord pursuant to this Lease. Without limiting the generality of the foregoing, Tenant is specifically required to maintain and make repairs to (i) the portion of any pipes, lines, ducts, wires, or conduits contained within the Premises; (ii) windows, plate glass, doors, and any fixtures or appurtenances composed of glass (including, without limitation, interior and exterior washing of windows and plate glass and the installation of hurricane shutters as provided by the Landlord); (iii) Tenant's sign; (iv) any heating or air conditioning equipment serving the Premises ("HVAC") (which shall include, without limitation, a preventive maintenance HVAC service contract. Such service contract shall include, without limitation, preventive HVAC maintenance no less than quarterly); and (v) the Premises or the Retail Space when repairs to the same are necessitated by any act or omission of Tenant, or the failure of Tenant to perform its obligations under this Lease. All repair and maintenance performed by Tenant in the Premises shall be performed by contractors or workmen designated or approved by Landlord, which approval shall not be unreasonably withheld or delayed. At the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Landlord in as good condition and repair as Tenant is required to maintain the Premises throughout the Term, reasonable wear and tear excepted. Tenant shall also furnish, maintain, and replace all electric light bulbs, tubes, and tube casings located within or serving the Premises and Tenant's signage, all at Tenant's sole cost and expense.

5.4 Approval of Tenant's Alterations. Unless otherwise provided herein, No alterations (including, without limitation, improvements, additions, or modifications to the Premises) shall be made by Tenant to the Premises without Landlord's prior written approval, which, as to exterior or structural alterations may be withheld in Landlord's sole discretion. Any alterations by Tenant shall be performed at the sole cost of Tenant, by contractors and workmen approved by Landlord, which approval shall not be unreasonably withheld or delayed, in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

5.5 Removal of Improvements and Fixtures. All leasehold improvements and fixtures (other than unattached, movable trade fixtures which can be removed without damage to the Premises) shall at the expiration or earlier termination of this Lease become Landlord's property. Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that Tenant is not in default under this Lease; and Tenant shall, at the expiration or earlier termination of the Term, at its sole cost, remove such of the leasehold improvements (except for improvements installed by Landlord prior to the Commencement Date) and trade fixtures in the Premises as Landlord shall require to be removed and restore the Premises to the condition existing prior to such removal. Tenant shall at its own expense repair any damage caused to the Retail Space by such removal. If Tenant does not remove its trade fixtures at the expiration or earlier termination of the Term, the trade fixtures shall, at the option of Landlord, become the property of Landlord and may be removed from the Premises and sold or disposed of by Landlord in such manner as it deems advisable without any accounting to Tenant.

5.6 Liens. Tenant shall promptly pay for all materials supplied and work done in respect of the Premises by, through, or under Tenant so as to ensure that no lien is recorded against any portion of the Retail Space or against Landlord's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it promptly by payment or bonding. If any such lien against the Retail Space or Landlord's interest therein is recorded and not discharged by Tenant as above required within fifteen (15) days following written notice to

Tenant, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises or the Retail Space shall be subject to any lien for improvements made by Tenant in or for the Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease. In accordance with applicable laws of the State of Florida, Landlord has filed in the public records of Dade County, Florida, a public notice containing a true and correct copy of this paragraph, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence of said notice.

5.7 Utilities. Tenant shall pay to Landlord, or as Landlord directs, all gas, electricity, water, and other utility charges applicable to the Premises as separately metered. Tenant shall, at its own cost, install, maintain and repair, as required, its electrical meter for the Premises. In addition, Tenant's electrical equipment and lighting shall be restricted to that equipment and lighting which individually does not have a rated capacity and/or design load greater than the rated capacity and/or design load of the Retail Space. If Tenant's consumption of electrical services exceeds either the rated capacity and/or design load of the Retail Space, then Tenant shall remove the equipment and/or lighting to achieve compliance within ten (10) days after receiving written notice from Landlord, or such equipment and/or lighting may remain in the Premises, so long as (a) Tenant shall pay for all costs of installation and maintenance of submeters, wiring, air-conditioning, and other items required by Landlord, in Landlord's reasonable discretion, to accommodate Tenant's excess design loads and capacities; and (b) Tenant shall pay to Landlord, within thirty (30) days after rendition of a bill, the cost of the excess consumption of electrical service at the rates charged to Landlord by Florida Power & Light, which shall be in accordance with any applicable laws.

ARTICLE VI. INSURANCE AND INDEMNITY.

6.1 Tenant's Insurance. Tenant shall, throughout the Term (and any other period when Tenant is in possession of the Premises), maintain at its sole cost the following insurance:

(A) All risks property insurance, containing a waiver of subrogation rights which Tenant's insurers may have against Landlord and against those for whom Landlord is in law responsible including, without limitation, its directors, officers, agents, and employees, and (except with respect to Tenant's chattels) incorporating a standard New York mortgagee endorsement (without contribution). Such insurance shall insure property of every kind owned by Tenant in an amount not less than the full replacement cost thereof (new), with such cost to be adjusted no less than annually. Such policy shall include as additional insureds Landlord and its affiliates and any mortgagee of Landlord, the City, and any mortgagee of the Landlord in connection with a mortgage on the Facility.

(B) Comprehensive general liability insurance. Such policy shall contain inclusive limits per occurrence of not less than the amount specified in the Lease Summary; provide for severability of interests; and include as additional insureds Landlord and its affiliates and any mortgagee of Landlord, the City, and any mortgagee of Landlord in connection with a mortgage on the Facility.

(C) Worker's compensation and employer's liability insurance in compliance with applicable legal requirements.

(D) Business interruption insurance, sufficient to insure Tenant for no less than one (1) full year of loss of business, with the Landlord named thereon as loss payee to the extent permitted by applicable law.

(E) Any other form of insurance which Tenant or Landlord, acting reasonably, requires from time to time in form, in amounts, and for risks against which a prudent tenant would insure, but in any event not less than that carried by comparable retail establishments in Dade County, Florida.

All policies referred to above shall: (i) be taken out with insurers licensed to do business in Florida and reasonably acceptable to Landlord; (ii) be in a form reasonably satisfactory to Landlord; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to

Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination, and (v) with respect to subsection (A), contain replacement cost, demolition cost, and increased cost of construction endorsements. Certificates of insurance on Landlord's standard form or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. If Tenant fails to take out or to keep in force any insurance referred to in this section 6.1, or should any such insurance not be approved by either Landlord or any mortgagee, and Tenant does not commence and continue to diligently cure such default within two (2) business days after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord as additional rent without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Retail Space. Landlord represents that Tenant's permitted use doesn't violate any policy carried by the Landlord.

6.2 Loss or Damage. Tenant acknowledges that the Landlord will be performing any maintenance and repairs required of Landlord hereunder. Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Retail Space or damage to property of Tenant or of others located on the Premises or elsewhere in the Retail Space, nor shall it be responsible for any loss of or damage to any property of Tenant or others from any cause, unless such death, injury, loss, or damage results from the gross negligence or willful misconduct of Landlord. Without limiting the generality of the foregoing, Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, falling fixtures, steam, gas, electricity, water, rain, flood, or leaks from any part of the Premises or from the pipes, sprinklers, appliances, plumbing works, roof, windows, or subsurface of any floor or ceiling of the Retail Space or from the street or any other place or by dampness, or by any other cause whatsoever, unless resulting from the gross negligence or willful misconduct of Landlord. Tenant agrees to indemnify Landlord and hold it harmless from and against any and all loss (including loss of Minimum Rent and additional rent payable in respect to the Premises), claims, actions, damages, liability, and expense of any kind whatsoever (including attorneys' fees and costs at all tribunal levels), unless caused by the gross negligence or willful misconduct of Landlord, arising from any occurrence in, upon, or at the Premises, or the occupancy, use, or improvement by Tenant or its agents or invitees of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant its agents, employees, and invitees or by anyone permitted to be on the Premises by Tenant.

6.3 Waiver of Subrogation. Landlord and Tenant each hereby waives on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto or the Retail Space, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other causes which are, or could or should be insured against under the terms of the standard fire and extended coverage insurance policies referred to in this Lease, regardless of whether such insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other party hereto, its agents, officers, or employees. Landlord and Tenant shall each obtain from their respective insurers, under all policies of fire, theft, public liability, worker's compensation, and other insurance maintained by either of them at any time during the term hereof insuring or covering the Retail Space or any portion thereof or operations therein, a waiver of all rights of subrogation which the insurer of one party might have against the other party, and Landlord and Tenant shall each indemnify, defend, and hold harmless the other against any loss or expense, including reasonable attorneys' fees (appellate or otherwise) resulting from the failure to obtain such waiver.

ARTICLE VII. DAMAGE AND DESTRUCTION.

7.1 Damage to Premises. Tenant acknowledges that if the Premises are partially or totally destroyed due to fire or other casualty, any repairs to or rebuilding of the damaged portions of the Retail Space will be performed by Landlord and in any event only to the extent that Landlord is required to repair or rebuild the Retail Space. If Landlord repairs or rebuilds, Rent shall abate proportionately to the portion of the Premises, if any,

rendered untenantable from the date of destruction or damage until the repairs have been substantially completed. Upon being notified that the repairs have been substantially completed, Tenant shall diligently perform all other work required to fully restore the Premises for use in Tenant's business, in every case at Tenant's cost and without any contribution to such cost by Landlord, whether or not Landlord has at any time made any contribution to the cost of supply, installation, or construction of leasehold improvements in the Premises. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable. If all or any part of the Premises shall be damaged by fire or other casualty and the fire or other casualty is caused by the fault or neglect of Tenant or Tenant's agents, guest, or invitees, rent and all other charges shall not abate.

7.2 Termination for Damage. Notwithstanding section 7.1, if damage or destruction which has occurred to the Premises or the Retail Space is such that in the reasonable opinion of Landlord such reconstruction or repair cannot be completed within one hundred twenty (120) days of the happening of the damage or destruction, Landlord or Tenant may, at its option, terminate this Lease on notice to the other given within thirty (30) days after such damage or destruction and Tenant shall immediately deliver vacant possession of the Premises in accordance with the terms of this Lease.

In addition, if Landlord undertakes the reconstruction or repair, and does not complete same within nine (9) months after the date of the fire or other casualty (subject to the time required to prepare plans for reconstruction, to obtain building permits, to receive distribution of insurance proceeds, and to complete the likely contract bidding process and all other relevant factors, but not to exceed an additional ninety (90) days), then Tenant shall have the right to terminate this Lease by written notice to Landlord delivered within thirty (30) days after the expiration of such nine (9) month period (or as extended), whereupon both parties shall be relieved of all further obligations hereunder, except as otherwise expressly set forth herein.

ARTICLE VIII. ASSIGNMENT, LEASES, AND TRANSFERS.

8.1 Transfer by Tenant. Tenant shall not enter into, consent to, or permit any Transfer, as hereinafter defined, without the prior written consent of Landlord in each instance, which consent may not be unreasonably withheld. For purposes of this Lease, "Transfer" means an assignment of this Lease in whole or in part; a sublease of all or any part of the Premises; any transaction whereby the rights of Tenant under this Lease or to the Premises are transferred to another; any mortgage or encumbrance of this Lease or the Premises or any part thereof or other arrangement under which either this Lease or the Premises become security for any indebtedness or other obligations; and if Tenant is a corporation or a partnership, the transfer of a controlling interest (greater than 50%) in the stock of the corporation or partnership interests, as applicable provided transfers to family members and transfers to third parties of less than 50% of the stock of the Tenant are permitted without Landlord consent. If there is a permitted Transfer, Landlord may collect rent or other payments from the transferee and apply the net amount collected to the rent or other payments required to be paid pursuant to this Lease but no acceptance by Landlord of any payments by a transferee shall be deemed a waiver of any provisions hereof regarding Tenant. Notwithstanding any Transfer, Tenant shall not be released from any of its obligations under this Lease. Landlord's consent to any Transfer shall be subject to the further condition that if the Minimum Rent and additional rent pursuant to such Transfer exceeds the Minimum Rent and additional rent payable under this Lease, the amount of such excess shall be paid to Landlord. If, pursuant to a permitted Transfer, Tenant receives from the transferee, either directly or indirectly, any consideration other than Minimum Rent and additional rent for such Transfer, either in the form of cash, goods, or services, Tenant shall, upon receipt thereof, pay to Landlord an amount equivalent to such consideration. Landlord acknowledges that any proceeds received in connection with the sale of Tenant's business (which sale shall include a corresponding assignment of this Lease) shall belong exclusively to the Tenant and/or its principals).

ARTICLE IX. DEFAULT.

9.1 Defaults. A default by Tenant shall be deemed to have occurred hereunder, if and whenever: (i) any Minimum Rent is not paid within 5 days from notice or demand for payment has been made by Landlord; (ii) any other additional rent is in arrears and is not paid within five (5) days after written demand by Landlord; (iii) Tenant has breached any of its obligations in this Lease (other than the payment of rent) and Tenant fails to

remedy such breach within thirty (30) days (or such shorter period as may be provided in this Lease), or if such breach cannot reasonably be remedied within thirty (30) days (or such shorter period), then if Tenant fails to immediately commence to remedy and thereafter proceed diligently to remedy such breach, in each case after notice in writing from Landlord; (iv) Tenant becomes bankrupt or insolvent; (v) any of Landlord's policies of insurance with respect to the Retail Space are canceled or adversely changed as a result of Tenant's use or occupancy of the Premises; or (vi) the business operated by Tenant in the Premises shall be closed by governmental or court order for any reason.

9.2 Remedies. In the event of any default hereunder by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative:

(A) Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account, or may terminate Tenant's right to possession of the Premises without terminating this Lease. In either event, Tenant shall then quit and surrender the Premises to Landlord. If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder.

(B) Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to Tenant. Re-entry and removal may be effectuated by summary dispossess proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with law.

(C) If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease under subsection (A) above, Tenant shall remain liable (in addition to accrued liabilities) to the extent legally permissible for all rent and all of the charges Tenant would have been required to pay until the date this Lease would have expired had such cancellation not occurred. Tenant's liability for rent shall continue notwithstanding re-entry or repossession of the Premises by Landlord. In addition to the foregoing, Tenant shall pay to Landlord such sums as the court which has jurisdiction thereover may adjudge as reasonable attorneys' fees with respect to any successful lawsuit or action instituted by Landlord to enforce the provisions of this Lease.

(D) Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises, except as expressly set forth below.

(E) If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease under subsection (A) above, and Landlord so elects, the rent hereunder shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term (reduced to present value using a discount factor equal to the stated prime lending rate on the date of Tenant's default by Landlord's then existing mortgagee or, if there is no mortgagee, by Citibank, N.A., New York). Prior to or following payment in full by Tenant of such discounted sum promptly upon demand, Landlord shall use good faith efforts to relet the Premises. If Landlord receives consideration as a result of a reletting of the Premises relating to the same time period for which Tenant has paid accelerated rent, such consideration actually received by Landlord, less any and all of Landlord 's cost of repairs, alterations, additions, redecorating, and other expenses in connection with such reletting of the Premises, shall be a credit against such discounted sum, and such discounted sum shall be reduced if not yet paid by Tenant as called for herein, or if Tenant has paid such discounted sum, such credited amount shall be repaid to Tenant by Landlord (provided said credit shall not exceed the accelerated amount).

(F) Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and to enter upon the Premises for such purposes. No notice of Landlord's intention to perform

such covenants need be given Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by the reasonable acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest from the date of payment by Landlord until repaid by Tenant at the highest rate permitted by law.

9.3 Costs. Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall be also liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises; repossessing the Premises; painting, altering, or dividing the Premises; combining the Premises with an adjacent space for any new tenant; putting the Premises in proper repair; protecting and preserving the Premises by placing watchmen and caretakers therein; reletting the Premises (including attorneys' fees and disbursements, marshall's fees, and brokerage fees, in so doing); and any other expenses reasonably incurred by Landlord.

9.4 Additional Remedies; Waiver. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies shall be cumulative and non-exclusive of each other. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

9.5 Default by Landlord. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages or injunction, but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to cure such default (provided, however, that if such default reasonably requires more than thirty (30) days to cure, Landlord shall have a reasonable time to cure such default, provided Landlord commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion). Notwithstanding any provision of this Lease, Landlord shall not at any time have any personal liability under this Lease. In the event of any breach or default by Landlord of any term or provision of this Lease, Tenant agrees to look solely to the equity or interest then-owned by Landlord in the Retail Space, and in no event shall any deficiency judgment be sought or obtained against Landlord. It is expressly understood that the obligations of Landlord under this Lease are solely corporate obligations, and that, except for conversion, fraud, or willful misconduct, no personal liability will attach to, or is or shall be incurred by, the incorporators, stockholders, officers, directors, or employees, as such, of the Landlord, or of any successor corporation, or any of them, under or by reason of the obligations, covenants, or agreements of Landlord contained in this Lease or implied therefrom; and, except for conversion, fraud, or willful misconduct, that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, stockholder, officer, director, or employee, as such, or under or by reason of the obligations, covenants or agreements contained in this Lease or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Lease.

ARTICLE X. ESTOPPEL CERTIFICATE; SUBORDINATION.

10.1 Estoppel Certificate. Within ten (10) days after written request by Landlord, Tenant shall deliver in a form supplied by Landlord, an estoppel certificate to Landlord as to the status of this Lease, including whether this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements); the amount of Minimum Rent and additional rent then being paid and the dates to which same have been paid; whether or not there is any existing or alleged default by either party with respect to which a notice of default has been served, or any facts exist which, with the passing of time or giving of notice, would constitute a default and, if there is any such default or facts, specifying the nature and extent thereof; and any other matters pertaining to this Lease as to which Landlord shall request such certificate. Landlord, and any prospective purchaser, lender, or ground lessor shall have the right to rely on such certificate.

10.2 Subordination; Attornment. This Lease and all rights of Tenant shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or

arranged by Landlord of its interests in all or any part of the Retail Space, from time to time in existence against the Retail Space, whether now existing or hereafter created. Such subordination shall not require any further instrument to evidence such subordination. However, on request, Tenant shall further evidence its agreement to subordinate this Lease and its rights under this Lease to any and all documents and to all advances made under such documents. The form of such subordination shall be made as required by Landlord, its lender, ground lessor, the City. Tenant shall, if requested by Landlord, or a mortgagee, owner, or purchaser, or by any person succeeding to the interest of such mortgagee, owner, or purchaser, as the result of the enforcement of the remedies provided by law or the applicable instrument held by Landlord, such mortgagee, owner, or purchaser, automatically attorn to and become the tenant of Landlord or any such mortgagee, owner, purchaser, or successor-in-interest, without any change in the terms or other provisions of this Lease; provided, however, that Landlord, said mortgagee, owner, purchaser, or successor shall not be bound by (a) any payment of rent or additional rent for more than one (1) month in advance, or (b) any security deposit or the like not actually received by Landlord, such mortgagee, owner, or purchaser, or successor, or (c) any amendment or modification in this Lease made without the consent of Landlord, such mortgagee, owner, purchaser, or successor, or (d) any construction obligation, free rent, or other concession or monetary allowance, or (e) any set-off, counterclaim, or the like otherwise available against Landlord, or (f) any act or omission of any prior landlord (including Landlord). Upon request by Landlord, said mortgagee, owner, or purchaser, or successor, Tenant shall execute and deliver an instrument or instruments confirming its attornment.

Notwithstanding the foregoing, any such subordination of this Lease shall be conditioned on the Landlord obtaining a nondisturbance agreement in favor of Tenant from all mortgagees and ground lessors regarding any financings or overleases entered into by Landlord with respect to the Retail Space, and no subordination shall be effective without a corresponding nondisturbance agreement.

ARTICLE XI. CONTROL OF RETAIL SPACE BY LANDLORD.

11.1 Use and Maintenance of Common Areas. Tenant and those doing business with Tenant for purposes associated with Tenant's business on the Premises, shall have a non-exclusive license to use the common areas for their intended purposes during normal business hours in common with others entitled thereto and subject to any rules and regulations imposed by Landlord. Landlord shall use reasonable efforts to keep the common areas in good repair and condition and shall clean the common areas when necessary. Tenant acknowledges that any common areas of the Retail Space shall at all times be under the exclusive control and management of Landlord. For purposes of this Lease, "common areas" shall mean those areas, facilities, utilities, improvements, equipment, and installations of the Retail Space which serve or are for the benefit of tenants of more than one component of the Retail Space and which are not designated or intended by Landlord to be leased, from time to time, or which are provided or designated from time to time by Landlord and/or the City for the benefit or use of all tenants in the Retail Space, their employees, customers, and invitees, in common with others entitled to the use or benefit of same. Tenant acknowledges that the Garage portion of the Facility is not a part of the Retail Space, and that Tenant has no right or license to use the Garage pursuant to this Lease. Any use by Tenant or its invitees of the Garage is subject to the rules and regulations in connection therewith imposed by Landlord (or successor owner) and/or the operator of the Garage. No portion of the garage is under Landlord's control or supervision, and Landlord shall not be liable for any damage to automobiles of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the Garage.

11.2 Alterations by Landlord. Landlord and/or the City may (but shall not be obligated to) (i) alter, add to, subtract from, construct improvements on, re-arrange, and construct additional facilities in, adjoining, or proximate to the Retail Space; (ii) relocate the facilities and improvements in or comprising the Retail Space or erected on the Land; (iii) do such things on or in the Retail Space as required to comply with any laws, by-laws, regulations, orders, or directives affecting the Land or any part of the Retail Space; and (iv) do such other things on or in the Retail Space as Landlord and/or the City, in the use of good business judgment determines to be advisable, provided that notwithstanding anything contained in this section 11.2, access to the Premises shall be available at all times. Landlord shall not be in breach of its covenants for quiet enjoyment or liable for any loss, costs, or damages, whether direct or indirect, incurred by Tenant due to any of the foregoing; provided, Landlord shall exercise its rights under this section in a manner so as to minimize any disruption or interference with the operation of Tenant's business and property.

ARTICLE XII. CONDEMNATION.

12.1 Total or Partial Taking. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable for the purposes leased hereunder, the Term shall cease only as to the part so taken as of the Taking Date, and Tenant shall pay rent and other charges up to the Taking Date, with appropriate credit by Landlord (toward the next installment of rent due from Tenant) of any rent or charges paid for a period subsequent to the Taking Date. Minimum Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken.

12.2 Award. All compensation awarded or paid upon a total or partial taking of the Premises or Retail Space including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant and for Tenant's moving expenses; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

ARTICLE XIII. PROMOTION.

13.1 Promotional Fund; Merchants' Association. Intentionally Omitted.

ARTICLE XIV. GENERAL PROVISIONS.

14.1 Delay. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, as applicable, Landlord or Tenant, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, or governmental laws, regulations, or restrictions in the nature of a prohibition or moratorium, or any bona fide delay beyond the reasonable control of Landlord or Tenant, as applicable. The foregoing shall not apply to any payments of money due under this Lease.

14.2 Holding Over. If Tenant remains in possession of the Premises after the end of the Term without having executed and delivered a new lease or an agreement extending the Term, there shall be no tacit renewal of this Lease or the Term, and Tenant shall be deemed to be occupying the Premises as a Tenant from month to month at a monthly Minimum Rent payable in advance on the first day of each month equal to twice the monthly amount of Minimum Rent payable during the last month of the Term, and otherwise upon the same terms as are set forth in this Lease, so far as they are applicable to a monthly tenancy.

14.3 Waiver; Partial Invalidity. If Landlord excuses or condones any default by Tenant of any obligation under this Lease, this shall not be a waiver of such obligation in respect of any continuing or subsequent default and no such waiver shall be implied. All of the provisions of this Lease are to be construed as covenants even though not expressed as such. If any provision of this Lease is held or rendered illegal or unenforceable it shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in force and bind the parties as though the illegal or unenforceable provision had never been included in this Lease.

14.4 Recording. Neither Tenant nor anyone claiming under Tenant shall record this Lease or any memorandum hereof in any public records without the prior written consent of Landlord.

14.5 Financial Records. Landlord shall have the right to periodically review Tenant's financial records and statement of operations no more than once per year.

14.6 Notices. Any notice, consent, or other instrument required or permitted to be given under this Lease shall be in writing and shall be delivered in person, or sent by certified mail, return receipt requested, or overnight express mail courier, postage prepaid, addressed (i) if to Landlord, at the address set forth in the Lease Summary; and (ii) if to Tenant, at the Premises or, prior to Tenant 's occupancy of the Premises, at the address set forth on the Lease Summary, with a copy to Training Camp, Inc. at 25 West 45th Street, New York, NY 10036. Any such notice or other instruments shall be deemed to have been given and received on the day upon which personal delivery is made or, if mailed, then forty-eight (48) hours following the date of mailing. Either party may give notice to the other of any change of address and after the giving of such notice, the address therein specified is deemed to be the address of such party for the giving of notices. If postal service is interrupted or substantially delayed, all notices or other instruments shall be delivered in person or by overnight express mail courier.

14.7 Successors; Joint and Several Liability. The rights and liabilities created by this Lease extend to and bind the successors and assigns of Landlord and the heirs, executors, administrators, and permitted successors and assigns of Tenant. No rights, however, shall inure to the benefit of any transferee unless such Transfer complies with the provisions of Article VIII. If there is at any time more than one Tenant or more than one person constituting Tenant, their covenants shall be considered to be joint and several and shall apply to each and every one of them.

14.8 Captions and Section Numbers. The captions, section numbers, article numbers, and table of contents appearing in this Lease are inserted only as a matter of convenience and in no way affect the substance of this Lease.

14.9 Extended Meanings. The words "hereof," "hereto," "hereunder," and similar expressions used in this Lease relate to the whole of this Lease and not only to the provisions in which such expressions appear. This Lease shall be read with all changes in number and gender as may be appropriate or required by the context. Any reference to Tenant includes, when the context allows, the employees, agents, invitees, and licensees of Tenant and all others over whom Tenant might reasonably be expected to exercise control. This Lease has been fully reviewed and negotiated by each party and their counsel and shall not be more strictly construed against either party.

14.10 Entire Agreement; Governing Law; Time. This Lease and the Exhibits and Riders, if any, attached hereto are incorporated herein and set forth the entire agreement between Landlord and Tenant concerning the Premises and there are no other agreements or understandings between them. This Lease and its Exhibits and Riders may not be modified except by agreement in writing executed by Landlord and Tenant. This Lease shall be construed in accordance with and governed by the laws of the State of Florida. Time is of the essence of this Lease.

14.11 No Partnership. The parties hereby acknowledge that it is not their intention under this Lease to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership, or agency relationship. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Lease, whether based on the calculation of rental or otherwise, shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this section shall survive expiration of the Term.

14.12 Quiet Enjoyment. If Tenant pays rent and other charges and fully observes and performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

14.13 Brokerage. Landlord and Tenant each represent and warrant one to the other that except as set forth in the Lease Summary, neither of them has employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof. Landlord and Tenant hereby agree to indemnify and to hold each

other harmless against any loss, expense, or liability with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty. Landlord recognizes the broker(s) specified in the Lease Summary as the sole broker(s) with whom Landlord has dealt in this transaction and agrees to pay any commissions determined to be due said broker(s).

14.14 Radon Notice. Chapter 88-285, Laws of Florida, requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

14.15 Execution. This Lease has been submitted for discussion purposes only and shall not be deemed an offer by either party to the other to enter into this Lease unless and until this Lease shall have been executed by both parties, indicating their acceptance of the terms and conditions contained herein.

14.16 PROHIBITIONS REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES OR PLASTIC STRAWS. Pursuant to Section 82-7 of the City Code, as may be amended from time to time, effective August 2, 2014, the City has prohibited the use of expanded polystyrene food service articles by City Contractors, in connection with any City contract, lease, concession agreement or Special event permit. Additionally, pursuant to Section 82-385 of the City Code, as may be amended from time to time, no polystyrene food service articles will be allowed in the right-of-way, and no polystyrene food service articles can be provided to sidewalk café patrons.

Expanded polystyrene is a petroleum byproduct commonly known as Styrofoam. Expanded polystyrene is more particularly defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

Tenant agrees not to sell, use, provide food in, or offer the use of expanded polystyrene food service articles at the Premises or in connection with this Lease. Tenant shall ensure that all vendors operating in the Premises abide by the restrictions contained in this Section 14.16. A violation of this Section shall be deemed a default under the terms of this Lease. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the Tenant or its vendors.

Additionally, Tenant agrees to comply (and ensure compliance by its vendors) with Section 46-92 (c) of the City Code, which states that it is unlawful for any person to carry **any** expanded polystyrene product onto any beach or into any park within the City or for any business to provide plastic straws with the service or delivery of any beverage to patrons on the beach.

14.17 **TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS LEASE.**

EXECUTED as of the day and year first above written.

ATTEST:

LANDLORD:

MIAMI BEACH REDEVELOPMENT AGENCY, a public body corporate and politic

_____
SECRETARY

By:_____
CHAIRMAN

_____
(Print Name)

ATTEST:

TENANT:
CUBICHE 105, LLC

_____
(Print Name)

By:_____

_____
(Print Name)

EXHIBIT "A"

Legal Description

Lots 8, 9, 10, 11, 12 and 13, Block 57, Fisher's First Subdivision of Alton Beach, according to the Plat thereof, as recorded in Plat Book 2, Page 77 of the Public Records of Dade County, Florida, together with all of 16th Street (Avenue "C"), less and except the following described parcel:

BEGINNING at the Southwest corner of Block 54 of said Fisher's First Subdivision of Alton Beach Plat; thence North 88° 0' 53" East along the South line of said Block 54, a distance of 443.08 feet, to the Southeast corner of said Block 54; thence South 07° 35' 04" West, a distance of 96.26 feet, to a point of cusp with a tangent curve concave to the Southwest; thence along the arc of said curve to the left, having a radius of 25.00 feet and a central angel of 90° 00' 00", an arc distance of 39.27 feet, to a point of tangency; thence North 82° 24' 52" West, a distance of 24.75 feet; thence South 88° 00' 53" West along a line 8.00 feet North of and parallel with, as measured at right angles to the North line of Block 57 of said plat, a distance of 382.18 feet to a point on the Easterly Right-of-Way line of Washington Avenue; thence North 01° 59' 11" West along said Easterly Right-of-Way line, a distance of 62.00 feet to the Southwest corner of said Block 54 and the Point of beginning.

Said lands lying and being in the City of Miami Beach and containing 65,910 square feet (1.5131 Acres) more or less.

EXHIBIT "B"

Site Plan of Retail Space and Location of Premises

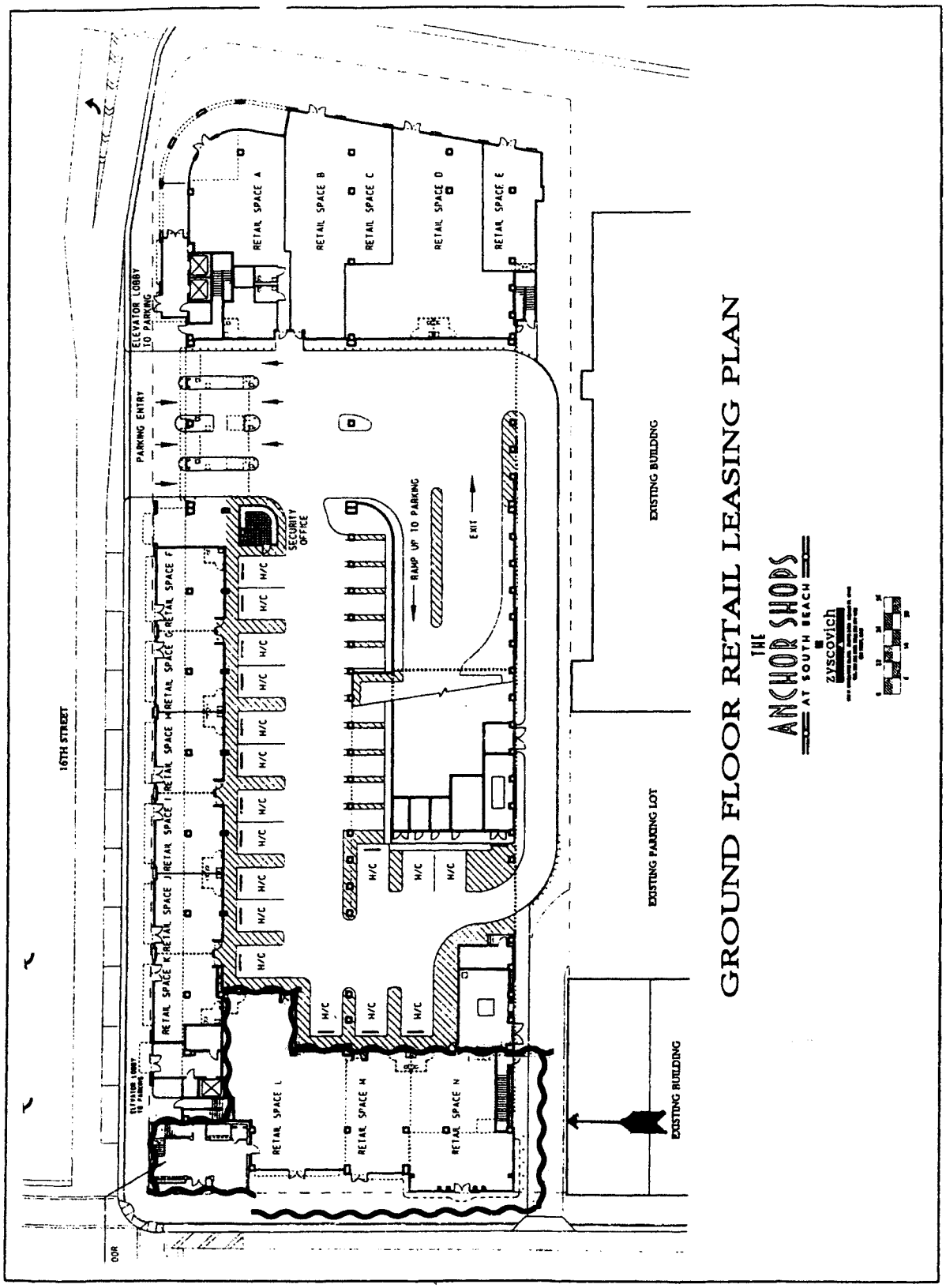


EXHIBIT "C"

RULES AND REGULATIONS

1. Security. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Retail Space, any persons occupying, using, or entering the same, or any equipment, furnishings, or contents thereof, and Tenant shall comply with Landlord's reasonable requirements relative thereto.

2. Return of Keys. At the end of the Term, Tenant shall promptly return to Landlord all keys for the Retail Space and Premises which are in the possession of Tenant. In the event any Tenant fails to return keys, Landlord may retain $100.00 of Tenant's security deposit for locksmith work and administration.

3. Repair, Maintenance, Alterations, and Improvements. Tenant shall carry out Tenant's repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other Tenant's in the Retail Space.

4. Water Fixtures. Tenant shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by Tenant shall be paid for by Tenant.

5. Personal Use of Premises. The Premises shall not be used or permitted to be used for residential, lodging, or sleeping purposes or for the storage of personal effects or property not required for business purposes.

6. Heavy Articles. Tenant shall not place in or move about the Premises without Landlord's prior written consent any safe or other heavy article which in Landlord's reasonable opinion may damage the Premises, and Landlord may designate the location of any such heavy articles in the Premises.

7. Bicycles, Animals. Tenant shall not bring any animals or birds into the Retail Space, and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Retail Space except in areas designated from time to time by Landlord for such purposes.

8. Deliveries. Tenant shall ensure that deliveries of supplies, fixtures, equipment, furnishings, wares, and merchandise to the Premises are made through such entrances, elevators, and corridors and at such times as may from time to time be designated by Landlord, and shall promptly pay or cause to be paid to Landlord the cost of repairing any damage in the Retail Space caused by any person making improper deliveries.

9. Solicitations. Landlord reserves the right to restrict or prohibit canvassing, soliciting, or peddling in the Retail Space.

10. Food and Beverages. Only persons approved from time to time by Landlord may prepare, solicit orders for, sell, serve, or distribute foods or beverages in the Retail Space, or use the common areas for any such purpose. Except with Landlord's prior written consent and in accordance with arrangements approved by Landlord, Tenant shall not permit on the Premises the use of equipment for dispensing food or beverages or for the preparation, solicitation of orders for, sale, serving, or distribution of food or beverages.

11. Refuse. Tenant shall place all refuse in proper receptacles provided by Tenant at its expense in the Premises or in receptacles (if any) provided by Landlord for the Retail Space, and shall keep sidewalks and driveways outside the Retail Space, and lobbies, corridors, stairwells, ducts, and shafts of the Retail Space, free of all refuse.

12. Obstructions. Tenant shall not obstruct or place anything in or on the sidewalks or driveways outside the Retail Space or in the lobbies, corridors, stairwells, or other common areas, or use such locations for

any purpose except access to and exit from the Premises without Landlord's prior written consent. Landlord may remove at Tenant's expense any such obstruction or thing caused or placed by Tenant (and unauthorized by Landlord) without notice or obligation to Tenant.

13. Proper Conduct. Tenant shall not conduct itself in any manner which is inconsistent with the character of the Retail Space as a first quality retail center or which will impair the comfort and convenience of other Tenant's in the Retail Space.

14. Employees, Agents, and Invitees. In these Rules and Regulations, "Tenant" includes the employees, agents, invitees, and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.

15. Pest Control. In order to maintain satisfactory and uniform pest control throughout the Retail Space, Tenant shall engage for its own Premises and at its sole cost, a qualified pest extermination contractor either designated or approved by Landlord, who shall perform pest control and extermination services in the Premises at such intervals as reasonably required or as may be directed by Landlord.

EXHIBIT "D"

Prohibited Uses

1. In no event may the primary business at the Premises be a cocktail lounge.

2. In no event may the primary business at the Premises be the sale of clothing sold under the following brand names: Dolce & Gabbana; Versace Jeans Couture; B.C.B.G.; Diesel; Replay; Polo Sport; Polo Jeans; and Ralph Lauren; and shoes sold under the following brand names: Charles David; Calvin Klein; Kenneth Cole; SoHo Shoes; Via Spiga; and Milano.

3. In no event may the primary business at the Premises engage in the sale of custom or designer jewelry.

4. In no event may the primary business at the Premises engage in the sale of swimwear, beach attire or related accessories.

5. In no event may the primary business at the Premises be the sale of athletic and/or other types of sporting footwear, retail apparel and related general merchandise.

EXHIBIT "E"

Landlord's Signage Criteria

Tenant Sign Standards – 16th Street and Washington Avenue Frontages

Tenant signage is to be located in the 6'-0" wide transom panel above the entrance doors to each space.

One 15amp 110volt AC electrical circuit has been provided at the designated sign location above the entrance doors for illuminated tenant signage. The area of the sign shall not exceed twenty (20) square feet.

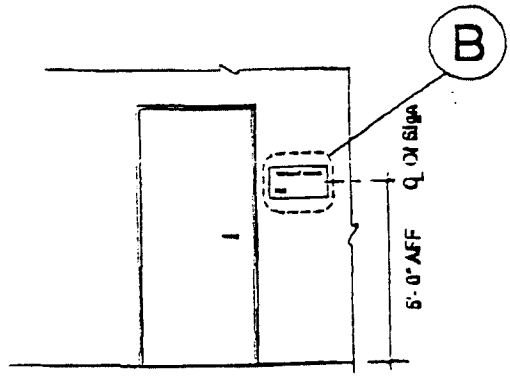
Three (3) tubular aluminum mounting rails are provided on the transom framing, in front of the glass line. The tenant sign shall mount to the rails and shall be composed of individual letters, symbols, or decorative elements. The individual letters are encouraged to be neon illuminated.

No box signs are allowed so as to maintain maximum transparency of the storefront line.

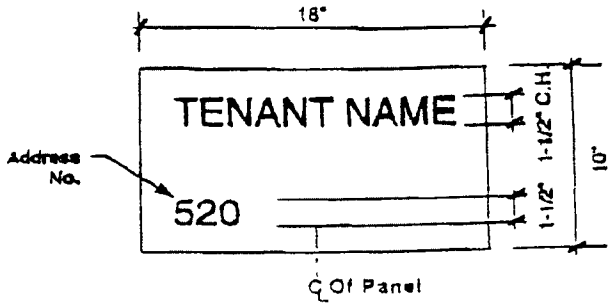
A ELEVATION - TENANT @ TRANSOM
SCALE: 3/8" = 1' - 0"

Receiving Door Signs

Each store shall have a sign identifying their receiving door, adjacent to the latch side of the their door. Tenant shall provide acid etched aluminum panel with blind studs, silicone cemented to the wall at 5'-O" above the finished floor. Tenant name copy shall be acid-etched and paint filled.



1 ELEVATION-RECEIVING DOOR SIGN
SCALE: 1/4" = 1'-0"



B LAYOUT-RECEIVING DOOR SIGN
SCALE: 1/8 FULL SIZE

Exhibit F

MIAMIBEACH

PLANNING DEPARTMENT

COMMISSION MEMORANDUM

TO: Jimmy L. Morales, City Manager

FROM: Thomas R. Mooney, AICP
Planning Director

DATE: June 10, 2015

SUBJECT: **Analysis of Proposed Lease Agreement between the Miami Beach Redevelopment Agency and Cubiche 105 for suite nos. 1-3 at the Anchor Shops, located at 1555 Washington Avenue.**

BACKGROUND

Section 82-38 of the Code of the City of Miami Beach requires that any proposed sale or lease of City-owned land be analyzed from a planning perspective so that the City Commission and the public are fully apprised of all conditions relating to the proposed sale or lease.

The proposal is to execute a lease agreement between the Miami Beach Redevelopment Agency (landlord) and Cubiche 105, LLC (tenant), for the use of suite nos. 1-3 at the Anchor Shops, located at 1555 Washington Avenue. The proposed use for the suites is for a restaurant. The following is an analysis based on the criteria delineated in the Code.

ANALYSIS

1. **Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city comprehensive plan.**

   Consistent – The future land use designation of the site is **Parking (P)**. The proposed use of the suites is consistent with the Parking designation which permits the following:

   Parking (P)

   Purpose: to provide development opportunities for existing and new parking facilities. Uses which may be permitted; Parking facilities and commercial uses when located on frontage opposite a land use category that permits commercial use.

   The site is located on a frontage that is opposite of sites designated **Medium Intensity Commercial Category (CD-2)**, which allows for commercial uses, therefore commercial uses are allowed within the subject site.

2. **The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.**

   Consistent – No negative impacts are anticipated by the proposal, as the use of the property will not change, since the suites are currently being leased to a restaurant tenant. An additional concurrency review will take place should the tenant require a building permit for any modifications that they may be making to the space.

3. **A determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the city's revenue base, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.**

   Consistent – This proposed use does keep with the public purpose and community needs. The lease agreement expands the City's revenue base, the proposed restaurant will generate jobs, and will encourage economic development along Washington Avenue.

4. **A determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views or create environmental intrusions, and evaluation of the design and aesthetic considerations of the project.**

   Consistent – The surrounding neighborhood will not be negatively affected, as no additional structures will be constructed as a result of this lease agreement. The tenant will be located in an existing structure.

5. **The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.**

   Consistent – The impact on adjacent properties should be minimal. The suites are located within a public parking garage; therefore there is adequate parking to serve the business.

6. **Such other issues as the city manager or his authorized designee, who shall be the city's planning director, may deem appropriate in analysis of the proposed disposition.**

   Not applicable – The Planning Department has no other issues it deems

appropriate to analyze for this proposal.

CONCLUSION

The proposed use for the site is consistent with the Goals, Objectives, and Policies. The use will generate no negative impacts for the surrounding area. The property would continue to serve the public interest.

TRM/RAM
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RESOLUTION NO. _____

A RESOLUTION OF THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), ACCEPTING THE RECOMMENDATION OF THE CITY'S FINANCE AND CITYWIDE PROJECTS COMMITTEE, AND APPROVING, ON SECOND AND FINAL READING OF THIS RESOLUTION AND FOLLOWING A DULY NOTICED PUBLIC HEARING, A LEASE AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, BETWEEN THE RDA (LANDLORD) AND CUBICHE 105, LLC (TENANT), IN CONNECTION WITH THE USE OF SUITE NOS. 1-3 AT THE ANCHOR SHOPS, LOCATED AT 1555 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA (PREMISES), FOR A TERM OF NINE (9) YEARS AND THREE HUNDRED AND SIXTY FOUR (364) DAYS FROM RENT COMMENCEMENT, WITH TWO (2) RENEWAL OPTIONS, FOR FIVE (5) YEARS EACH, AT THE TENANT'S OPTION; FURTHER WAIVING THE COMPETITIVE BIDDING REQUIREMENT IN SECTION 82-39(a) OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY/RDA; AND FURTHER APPROVING THE COMMISSION AGREEMENT WITH KONIVER STERN GROUP, INC.

WHEREAS, the Miami Beach Redevelopment Agency (RDA) and BBQ Beach, Inc. (BBQ Beach) were parties to a retail lease dated March 1, 2006, for 6,217 square feet of restaurant space, located at 1555 Washington Avenue, Suites 1-3, Miami Beach, Florida 33139 (Premises), for a period of ten (10) years, commencing March 1, 2006 and ending February 29, 2016, with one (1) renewal option for an additional ten (10) years; and

WHEREAS, on April 13, 2015, the RDA and BBQ Beach entered into a Settlement Agreement and Release whereby BBQ Beach agreed to various terms and conditions, including relinquishing possession of the Premises, and payment arrangements for back rent for the period ending February 28, 2015, in the amount of $137,776.00; and

WHEREAS, the Administration secured a fair market rental appraisal and thereafter marketed the Premises for lease, identified the entity now known as Cubiche 105, LLC (Tenant) as the most qualified restaurant operator, and ultimately negotiated material terms and conditions for a new lease agreement; and

WHEREAS, the Administration, through its Executive Director, submitted the agreed upon terms and conditions to the Finance and Citywide Projects Committee (FCWPC) at its May 20, 2015 meeting, and the FCWPC recommended approving a new lease agreement with Tenant, for a period of nine (9) years and three hundred and sixty four (364) days, with two (2) renewal options, for five (5) years each, based upon certain essential terms, including a Basic Rental Rate of $60.00 per square foot, with three percent (3%) annual escalations, and Operating Expenses estimated at $3.00 per square foot.

WHEREAS, the RDA met on June 10, 2015 and unanimously adopted RDA Resolution No. 614-2015, which approved the proposed lease on First Reading and advised the Administration to review the figure for Operating Expenses and further directed the Administration, prior to Second Reading, to negotiate the payment terms of the commission, so that the full commission payment would not be due up front; and

WHEREAS, based upon the direction from the RDA, the Administration and the Tenant have negotiated the Base Rental Rate and Operating Expenses, including the remaining essential terms which had previously been recommended by the FCWPC, and is recommending a new lease agreement with Tenant, for a period of nine (9) years and three hundred and sixty four (364) days, with two (2) renewal options, for five (5) years each, based upon the following essential terms:

Basic Rental Rate:	$56.00 per square foot, with three percent (3%) annual increases.
Operating Expenses:	Estimated at $8.81 per square foot for 2015, subject to adjustment annually, based upon actual expenses incurred by Landlord.
Basic Rental Rate For Renewal Term:	Basic Rental Rate, and annual increases, will adjust to fair market rate at the commencement of each renewal term.
Rent Commencement:	210 days following lease execution or completion of construction, whichever occurs sooner.
Deposit:	$115,523.83 Personal Guaranty plus $231,047.65 Letter of Credit for the first year, reducing to $231,047.65 Letter of Credit for the second year and $115,523.83 for the remainder of the lease, plus first and last month's rent, all due upon lease execution.
Tenant Investment:	$500,000 in hard construction costs
Commission:	3% of the aggregate Annual Base Rent over the initial term of the lease, in the amount of $137,318.93, payable 25% within 30 days from Lease execution; 25% payable when Tenant begins operating and pays first month's rent; and 50% payable the 13th month following Rent Commencement (20th month following Lease Commencement).

WHEREAS, pursuant to Section 1.03(b)(4), of Article I of the City Charter, leases of City-owned property, of ten (10) years or longer, including renewal options, require the approval by a majority of 4/7th vote of all members of the Planning Board, and 6/7th vote of all members of the City Commission; and

WHEREAS, the Planning Board met on June 23, 2015 and unanimously recommended in favor of the proposed lease; and

WHEREAS, pursuant to Section 82-38 of Article II of the City Code, the approval of this Lease requires a planning analysis; and

WHEREAS, on June 10, 2015 the Planning Department prepared a planning analysis for this Lease and found that the proposed use was consistent with the goals, objectives, and policies, and would not generate a negative impact upon the surrounding area; and

WHEREAS, pursuant to Section 82-39(a) of Article II of the City Code, an advertised public bidding process, or the waiver of same by a 5/7th vote of the City Commission will be required,

and the Administration recommends the waiver of competitive bidding as being in the best interest of the City/RDA; and

WHEREAS, pursuant to Section 82-37(a)(2) of Article II of the City Code, the approval of this Lease has been considered at two separate readings, on June 10, 2015 and July 8, 2015, with the second reading (July 10, 2015) being accompanied by a public hearing; and

WHEREAS, the Administration recommends the approval of a new lease agreement containing the essential terms set forth herein, subject to final review and approval by the City Attorney's Office, substantially in the form attached hereto as Exhibit A; and the approval of the Commission Agreement with Koniver Stern Group, Inc., substantially in the form attached hereto as Exhibit B.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY, that the Chairperson and Members of the Miami Beach Redevelopment Agency (RDA) hereby authorize the Chairperson and Secretary accept the recommendation of the City's Finance and Citywide Projects Committee, and approve, on Second and Final Reading of this Resolution and following a duly noticed public hearing, a Lease Agreement, substantially in the form attached to this Resolution, between the RDA (Landlord) and Cubiche 105, LLC (Tenant), in connection with the use of Suite Nos. 1-3 at the Anchor Shops, located at 1555 Washington Avenue, Miami Beach, Florida (Premises), for a term of nine (9) years and three hundred and sixty four (364) days from rent commencement, with two (2) renewal options, for five (5) years each, at the Tenant's option; further waiving the competitive bidding requirement in Section 82-39(a) of the City Code, finding such waiver to be in the best interest of the City/RDA; and further approving the Commission Agreement with Koniver Stern Group, Inc.

PASSED and **ADOPTED** this _____ day of _____2015.

ATTEST:

_____ _____

Rafael E. Granado, Secretary **Philip Levine, Chairperson**

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/1/15 Date

LANDLORD: Miami Beach Redevelopment Agency, a public body corporate and politic
1700 Convention Center Drive
Miami Beach, Florida 33139

TENANT: Cubiche 105, LLC
501 Lincoln Road
Miami Beach, FL 33139

DATE OF EXECUTION: _____, 2015

DRAFT

ANCHOR SHOPS AT SOUTH BEACH
RETAIL LEASE

EXHIBIT
A

LEASE SUMMARY

The following is a summary of basic lease provisions with respect to the Lease. It is an integral part of the Lease, and terms defined or dollar amounts specified in this Summary shall have the meanings or amounts as stated, unless expanded upon in the text of the Lease and its Exhibits, which are attached to and made a part of this Summary.

1.	Date of Lease Execution:	_____, 2015.
2.	"Landlord":	Miami Beach Redevelopment Agency
3.	Landlord's Address:	Miami Beach Redevelopment Agency 1700 Convention Center Drive Miami Beach, Florida 33139 Attention: Office of Real Estate with a copy to: City of Miami Beach Miami Beach Redevelopment Agency 1700 Convention Center Drive Miami Beach, Florida 33139 Attention: Legal Department
4.	"Tenant":	Cubiche 105, LLC
5.	Tenant's Address:	501 Lincoln Road Miami Beach, FL 33139
6.	"Guarantor":	Cubiche 105, LLC (also see Section 17 of this Summary)
7.	Guarantor's Address:	501 Lincoln Road Miami Beach, FL 33139
8.	Premises (section 1.1):	1555 Washington Avenue, Suites 1-3 Miami Beach, FL 33139 As shown on Exhibit "B"
9.	Gross Rentable Area of Premises (section 1.1):	Approximately 7,130 square feet.
10.	Gross Rentable Area of Retail Space (section 1.1):	Approximately 20,500 rentable square feet
11.	Tenant's Proportionate Share (section 2.4):	34.78%
12.	Permitted Use of Premises (section 3.1):	Premises shall be used as a fine dining restaurant (and subject to the prohibited uses described in Exhibit "D" to the Lease).

DRAFT

13. Term of Lease (section 1.1): The Initial Lease Term shall commence on the date the Lease is fully executed by Landlord and Tenant, as contained on Page 1 of the Lease, ("Lease Commencement Date") and shall end nine (9) years and three hundred and sixty four (364) days following the Rent Commencement Date, as defined below ("Lease Expiration Date").

"Rent Commencement Date": The date Tenant's Work is completed or two hundred and ten (210) days following the Lease Commencement Date, whichever occurs sooner. In addition, the rent abatement period will not begin until the Landlord has completed the replacement of the exterior windows located at the historic, north section of the Premises.

"Renewal Options": Two (2) renewal options for five (5) years each, after the Lease Expiration Date of the Intial Lease Term. Tenant must notify Landlord in writing, no later than one hundred and eighty (180) days prior to Lease Expiration Date of its intention of exercising the Renewal Option(s). The Minimum Rent and annual increases shall be adjusted to the then current fair market rate for each renewal period.

14. "Minimum Rent" (section 2.2):

MONTHS	ANNUAL MINIMUM RENT	MONTHLY PAYMENT (PLUS SALES TAX)
Rent Commencement Date - next succeeding twelve months *	~~$427,800.00~~ $399,280.00	~~$35,650.00~~$33,273.33

* Commencing on the first anniversary of the Rent Commencement Date, and at the beginning of each succeeding year thereafter during the Term of the Lease, the Minimum Rent shall be increased annually in increments of three (3%) annually.

15. Percentage Rental (section 2.3): N/A

16. Prepaid Rent (section 2.2): $93,257.67~~100,720.90~~ (including~~plus~~ applicable sales tax) due upon execution of Lease; to be applied to first and last full month's Minimum Rent due.

17. Security Deposit (section 2.7): Tenant shall provide an irrevocable Letter of Credit, from a bank acceptable to the Landlord, equal to the first six (6) month's gross rent (i.e. Minimum Rent and Cost Pass-Throughs), in the amount of $231,047.65~~249,799.55~~, upon lease execution. Additionally, throughout the first year of rent payments, the three (3) principals of Tenant (Janet Suarez, Luis Hoyos and Juan Chipoco) shall provide a Personal Guaranty, jointly and severally, equal to the first three (3) month's gross rent (i.e. Minimum Rent and Cost Pass-Throughs), in the amount of $115,523.83~~124,899.78~~. So long as Tenant has not been in default of the Lease,

after the first year of rent payments, the Personal Guarantys shall be null and void and the remaining Security Deposit shall be the Letter of Credit, equal to the first six (6) month's gross rent (i.e. Minimum Rent and Cost Pass-Throughs), in the amount of $231,047.65~~249,799.55~~. So long as Tenant has not been in default of the Lease, after the second year of rent payments, the Letter of Credit shall be reduced to three (3) month's gross rent (i.e. Minimum Rent and Cost Pass-Throughs), in the amount of $115,523.83~~124,899.78~~. For the remainder of the Lease Term a security deposit equal to three (3) month's rent shall remain in the custody of Landlord to guarantee the Tenant's performance under the Lease.

18. Cost Pass-Throughs (CAM) (section 2.4): Proportionate share of Property Taxes, Maintenance and Insurance on the Anchor Shops and Parking Garage.

LEASE YEAR	COMMON AREA MAINTENANCE (CAM) COST PER SQUARE FOOT*	MONTHLY / ANNUAL PAYMENT
1	$8.81~~10.07~~	$5,234.61~~5,983.26~~ / $62,815.30~~71,799.12~~
2-10	**See Note (*)**	**See Note (*)**
Renewal Periods	**See Note (*)**	**See Note (*)**

Note (*) The CAM rate shall be adjusted on an annual basis to reflect the actual pro-rata share of Property Taxes, Maintenance and Insurance costs incurred by the Landlord during the previous calendar year. Controllable expenses, hereby defined as all expenses other than Property Taxes, Insurance and utilities shall be capped at no more than a five percent (5%) increase above the previous year.

19. Comprehensive General Liability Insurance (section 6.1): $2,000,000.00

20. Monthly Promotional Charge (section 13.1): N/A

21. Broker(s) (section 14.12): Koniver Stern Group represents the Tenant exclusively in this transaction

22. Completion Date for Tenant's Work (section 5.1): N/A

23. Trade Name (section 3.1): Cubiche 105

THIS LEASE (the "Lease"), dated the ____ day of _____, 2015, is made between the Miami Beach Redevelopment Agency, a public body corporate and politic (the "Landlord"), and Cubiche 105, LLC a Florida limited liability corporation (the "Tenant").

RECITALS:

A. The Landlord is the fee simple owner of a certain facility (the "Facility") containing a municipal parking garage and appurtenances containing approximately eight hundred (800) parking spaces (the "Garage") and certain retail space (the "Retail Space") located in an area bounded by Washington and Collins Avenues in the proximity of 16th Street, City of Miami Beach, Metropolitan Dade County, Florida, as more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Land"). The Landlord is the fee simple owner of the Land and the Facility.

B. Landlord and Tenant desire to enter into this Lease for a portion of the Retail Space, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE I. TERM.

1.1 Grant; Term. In consideration of the performance by Tenant of its obligations under this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the Term, the "Premises." A site plan showing the location of the Retail Space within the Facility, as well as the location of the Premises within the Retail Space, is attached hereto and made a part hereof as Exhibit "B." The gross rentable area of the Premises and Retail Space shown on the Lease Summary do not represent accurate measurements of the square footage contained in the Premises or the Retail Space, but are mere estimates.

The "Term" of the Lease is the period from the Commencement Date as specified in the Lease Summary, through the Expiration Date, as specified in the Lease Summary.

1.2. Landlord's Work. Tenant acknowledges and agrees that it is accepting possession of the Premises in as-is condition and that, except as otherwise expressly hereinafter set forth, Landlord has no obligation to furnish, render, or supply any money, work, labor, material, fixture, equipment, or decoration with respect to the Premises. Notwithstanding the foregoing, Landlord shall replace the exterior windows located at the historic, north section of the Premises. Furthermore, Landlord shall perform waterproofing and painting to portions of the exterior of the Facility.

ARTICLE II. RENT.

2.1 Covenant to Pay. Tenant shall pay to Landlord all sums due hereunder from time to time from the Rent Commencement Date without prior demand, together with all applicable Florida sales tax thereon; however, unless otherwise provided in this Lease, payments other than Tenant's regular monthly payments of Minimum Rent shall be payable by Tenant to Landlord within ten (10) days following written demand. All rent or other charges that are required to be paid by Tenant to Landlord shall be payable at Landlord's address indicated on the Lease Summary. Minimum Rent and additional rent (which is all sums payable to Landlord other than Minimum Rent) for any "Lease Year" consisting of less than twelve (12) months shall be prorated on a per diem basis, based upon a period of 365 days. "Lease Year" means the twelve (12) full calendar months commencing on the Commencement Date. However, the final Lease Year may contain less than twelve (12) months due to expiration or sooner termination of the Term. Tenant agrees that its covenant to pay rent and all other sums under this Lease is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as expressly provided for in this Lease.

2.2 Minimum Rent. Subject to any escalation which may be provided for in this Lease, Tenant shall pay Minimum Rent for the Term in the initial amount specified in the Lease Summary, which, except for the first

and last installment, shall be payable throughout the Term in equal monthly installments in advance on the first day of each calendar month of each year of the Term, such monthly installments to be in the amounts (subject to escalation) specified in the Lease Summary. The first and last monthly installments of Minimum Rent shall be due upon lease execution. The Minimum Rent described above shall be adjusted during the Term of this Lease as provided in the Lease Summary.

2.3. Percentage Rental. Intentionally Omitted.

2.4 Operating Costs; Taxes. Tenant shall remit together with regular monthly payments of Minimum Rent, its proportionate share of Common Area Maintenance (CAM) payments as determined in Section 18 of the Lease Summary.

2.5 Payment of Personal Property Taxes; Sales Tax Reports. Tenant shall pay, when due, all taxes attributable to the personal property, trade fixtures, business, occupancy, or sales of Tenant or any other occupant of the Premises and to the use of the Retail Space by Tenant or such other occupant. Tenant shall provide Landlord with copies of Tenant's sales tax reports provided to the State of Florida, as and when such reports are provided to the State. Landlord shall have the right to disclose such reports to any person or entity having an interest or prospective interest in the Retail Space.

2.6 Rent Past Due. If any payment due from Tenant shall be overdue more than five (5) business days, a late charge of five (5%) percent of the delinquent sum may be charged by Landlord. If any payment due from Tenant shall remain overdue for more than fifteen (15) days, an additional late charge in an amount equal to the lesser of the highest rate permitted by law or one and one-half (1 1/2%) percent per month (eighteen (18%) percent per annum) of the delinquent amount may be charged by Landlord, such charge to be computed for the entire period for which the amount is overdue and which shall be in addition to and not in lieu of the five (5%) percent late charge or any other remedy available to Landlord.

2.7 Security Deposit. Landlord acknowledges receipt of a security deposit in the amount specified on the Lease Summary to be held by Landlord, without any liability for interest thereon, as security for the performance by Tenant of all its obligations under this Lease. Landlord shall be entitled to commingle the security deposit with Landlord's other funds. If Tenant defaults in any of its obligations under this Lease, Landlord may at its option, but without prejudice to any other rights which Landlord may have, apply all or part of the security deposit to compensate Landlord for any loss, damage, or expense sustained by Landlord as a result of such default. If all or any part of the security deposit is so applied, Tenant shall restore the security deposit to its original amount on demand of Landlord. Subject to the provisions of section 2.4, within thirty (30) days following termination of this Lease, if Tenant is not then in default, the security deposit will be returned by Landlord to Tenant.

Notwithstanding the foregoing, for purposes of the security deposit described in the Lease Summary and the above paragraph, Tenant, at its option, shall have the right to post an irrevocable, unconditional, and transferable Letter of Credit, which Letter of Credit shall comply with the provisions of Exhibit "2.7," attached hereto and made a part hereof. If Tenant delivers the Letter of Credit to Landlord, then Landlord will return the cash security deposit promptly after Landlord's receipt of the Letter of Credit.

2.8 Landlord's Lien. To secure the timely construction and installation of all improvements to the Premises by tenant and to secure the payment of all rent and other sums of money due and to become due hereunder and the faithful performance of this Lease by Tenant, Tenant hereby gives to Landlord an express first and prior contract lien and security interest on all property now or hereafter acquired (including fixtures, equipment, chattels, and merchandise) which may be placed in the Premises and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of Landlord until all arrearages in rental and other sums of money then due to Landlord hereunder shall first have been paid; provided, Tenant may operate its business in the ordinary course and the removal of merchandise from the Premises by customers of Tenant shall not be a default under this section. All exemption laws are hereby waived in favor of said lien and security interest. This lien and security interest is given in addition to Landlord's statutory lien and shall be cumulative

thereto. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State in which the Premises is located. To the extent permitted by law, this Lease shall constitute a security agreement under Article 9 of the Florida Uniform Commercial Code.

ARTICLE III. USE OF PREMISES.

3.1 Permitted Use. The Premises shall be used and occupied only as a fine dining restaurant, as specified in the Lease Summary. The business of Tenant in the Premises shall be carried on under the name specified in the Lease Summary and under no other name unless approved by Landlord in writing. Tenant shall carry on its business on the Premises in a reputable manner and shall not do, omit, permit, or suffer to be done or exist upon the Premises anything which shall result in a nuisance, hazard, or bring about a breach of any provision of this Lease or any applicable municipal or other governmental law or regulation, or would otherwise be inconsistent with a first-class retail center or incompatible with retail uses ancillary to a first-class convention center hotel. Tenant shall observe all reasonable rules and regulations established by Landlord from time to time for the Retail Space. The rules and regulations in effect as of the date hereof are attached to and made a part of this Lease as Exhibit "C." Landlord will provide a copy of any amendments to the rules and regulations at least seven (7) days prior to the effective date of any such amendments. Tenant shall display such name as Landlord may from time to time designate for the Retail Space in its stationery used upon the Premises, and in material which is given, visible, or available to customers of Tenant. Tenant shall promote such name in any advertisements or promotional material published or initiated by Tenant in regard to its business from the Premises. The names for the Retail Space and the project of which the Retail Space is a part, which Landlord may from time to time adopt, and every name or mark adopted by Landlord in connection with the Retail Space shall be used by Tenant only in association with the business carried on in the Premises during the Term and Tenant's use thereof shall be subject to such reasonable regulation as Landlord may from time to time impose.

3.2 Compliance with Laws. The Premises shall be used and occupied in a safe, careful, and proper manner so as not to contravene any present or future laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders, and requirements of all governmental authorities having jurisdiction over the Premises or any street, road, avenue, or sidewalk comprising a part of, or lying in front of, the Premises or any vault in or under the Premises (including, without limitation, any of the foregoing relating to handicapped access or parking, the local building codes, and the laws, rules, regulations, orders, ordinances, statutes, codes, and requirements of any applicable Fire Rating Bureau or other body exercising similar functions), the temporary and/or permanent certificate or certificates of occupancy issued for the Premises as then in force, and any and all provisions and requirements of any property, casualty, or other insurance policy required to be carried by Tenant under this Lease. If due to Tenant's use of the Premises repairs, improvements, or alterations are necessary to comply with any of the foregoing, Tenant shall pay the entire cost thereof.

3.3 Signs. Tenant, at Tenant's expense, shall erect and maintain identification signage upon the storefront of the Premises. The design and specification of such signage shall be subject to Landlord's sign criteria as adopted from time to time and such design and specification (including camera-ready artwork) shall be submitted for Landlord's prior approval. Except with the prior written consent of Landlord, Tenant shall not erect, install, display, inscribe, paint, or affix any signs, lettering, or advertising medium upon or above any exterior portion of the Premises or in or on Tenant's storefront or storefront window. Landlord's signage criteria is attached hereto and made a part hereof as Exhibit "E."

3.4 Environmental Provisions.

(a) Tenant shall not knowingly incorporate into, use, or otherwise place or dispose of at the Premises or in the Retail Space (or allow others to incorporate into, use, or otherwise place or dispose of at the Premises or in the Retail Space) any Hazardous Materials, as hereinafter defined, unless (i) such Hazardous Materials are for use in the ordinary course of business (i.e., as with office or cleaning supplies), (ii) notice of and a copy of the current material safety data sheet is provided to Landlord for each such Hazardous Material (except for Hazardous Materials used by Tenant in the ordinary course of business (i.e., as with office or cleaning supplies)), and (iii) such materials are handled and disposed of in accordance with all applicable governmental

laws, rules, and regulations. If Landlord or Tenant ever has knowledge of the presence in the Premises or the Retail Space of Hazardous Materials which affect the Premises, such party shall notify the other thereof in writing promptly after obtaining such knowledge. For purposes of this Lease, "Hazardous Materials" shall mean: (a) petroleum and its constituents; (b) radon gas, asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; (c) any substance, gas, material or chemical which is or may hereafter be defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants or contaminants," "solid wastes," or words of similar import under any applicable governmental laws, rules, and regulations including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and Florida Statutes, Chapters 376 and 403; and (d) any other chemical, material, gas, or substance, the exposure to or release of which is regulated by any governmental or quasi-governmental entity having jurisdiction over the Retail Space or the operations thereon.

(b) If Tenant or its employees, agents, or contractors shall ever violate the provisions of subsection (a), above, then Tenant shall clean-up, remove, and dispose of the Hazardous Material causing the violation, in compliance with all applicable governmental standards, laws, rules, and regulations and repair any damage to the Premises or Retail Space within such period of time as may be reasonable under the circumstances after written notice by Landlord, provided that such work shall commence not later than thirty (30) days from such notice and be diligently and continuously carried to completion by Tenant or Tenant's designated contractors. Tenant shall notify Landlord of its method, time, and procedure for any clean-up or removal of Hazardous Materials under this provision; and Landlord shall have the right to require reasonable changes in such method, time, or procedure or to require the same to be done after normal business hours or when the Retail Space is otherwise closed (i.e., holidays) if reasonably required for the protection of other tenants or occupants of the Retail Space.

(c) Tenant agrees to defend, indemnify, and hold harmless Landlord, and the City of Miami Beach (the "City") against any and all claims, costs, expenses, damages, liability, and the like, which Landlord may hereafter be liable for, suffer, incur, or pay arising under any applicable environmental laws, rules, and regulations and resulting from or arising out of any breach of the covenants contained in this section 3.4, or out of any act, activity, or violation of any applicable environmental laws, rules, and regulations on the part of Tenant, its agents, employees, or assigns. Tenant's liability under this section 3.4 shall survive the expiration or any termination of this Lease.

3.5 Hours; Continued Occupancy. During the Term, Tenant shall conduct its business in the Premises, at a minimum, on all days and during all hours established by Landlord from time to time as store hours for the Retail Space. Tenant may conduct business on the Premises, in addition to the foregoing times, in Tenant's reasonable judgment in order to maximize sales from the Premises, at Tenant's sole expense. However, Landlord shall not be responsible for providing common area or other services during such additional hours. Tenant shall open the whole of the Premises for business to the public, fully fixtured, stocked, and staffed within 60 days of the Completion Date set forth in item 22 of the Lease Summary, and shall continuously, actively, and diligently carry on the business specified in section 3.1 on the whole of the Premises during the Term, during such hours and upon such days as are herein required, except when prevented from doing so by force majeure. Tenant acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of utmost importance to neighboring tenants and to Landlord in the renting of space in the Retail Space, the renewal of other leases therein, the efficient and economic supply of services and utilities. Tenant acknowledges that Landlord is executing this Lease in reliance thereupon and that the same is a material element inducing Landlord to execute this Lease. Tenant shall not keep or display any merchandise on or otherwise obstruct the common areas and shall not sell, advertise, conduct, or solicit business anywhere within the Retail Space other than in the Premises. Tenant shall ship and receive supplies, fixtures, equipment, furnishings, wares, and merchandise only through the appropriate service and delivery facilities provided by Landlord; and shall not park its trucks or other delivery vehicles or allow suppliers or others making deliveries to or receiving shipments from the Premises to park in the parking areas, except in those parts thereof as may from time to time be

allocated by Landlord for such purpose. Tenant shall maintain available a substantial stock of goods, wares, and merchandise adequate to ensure successful operation of Tenant's business, and shall employ and maintain sales and other personnel sufficient at all times for proper service to customers.

3.6 Prohibited Uses. Notwithstanding any other provisions of this Lease, Tenant shall not use the Premises nor permit them to be used for any of the following purposes: (A) for the sale by Tenant, as its principal business purpose, of any merchandise which Tenant, in the course of its normal business practice, purchases at manufacturers' clearances or purchases of ends-of-runs, bankruptcy stock, seconds, or other similar merchandise; (B) for the sale of second-hand goods, war surplus articles, insurance salvage stock, fire sale stock, merchandise damaged by or held out to be damaged by fire, except merchandise damaged by fire or smoke occurring in the Retail Space, and then only for thirty (30) days after the date of any such damage; (C) as an auction or flea market; (D) for a bankruptcy sale or going-out-of-business sale or liquidation sale or any similar sale, unless Tenant is in fact in bankruptcy or is going out of business or is in liquidation, in which case such sale shall not continue beyond thirty (30) days; (E) a business primarily used for an order office, mail order office, or catalogue store; or (F) any business in which Tenant is engaged in intentionally deceptive or fraudulent advertising or selling practices or any other act or business practice contrary to honest retail practices.

3.7 Intentionaly Omitted.

3.8 Exclusive Use. So long as Tenant is in actual occupancy of the Premises and using the Premises for the permitted use set forth in the Lease Summary, Landlord agrees not to enter into any leases for space in the Retail Space with persons or entities whose primary business at the Retail Space would be the sale of athletic and/or other types of sporting footwear, retail apparel and related general merchandise.

ARTICLE IV. ACCESS AND ENTRY.

4.1 Right of Examination. Landlord shall be entitled at all reasonable times and upon reasonable written notice, not less than 24 hours (but no notice is required in emergencies) to enter the Premises to examine them if Landlord reasonably believes that Tenant is not complying with any of its obligations hereunder; to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable; to have access to underfloor facilities and access panels to mechanical shafts and to check, calibrate, adjust, and balance controls and other parts of the heating, air conditioning, ventilating, and climate control systems. Landlord reserves to itself (and others acting on behalf of Landlord including, without limitation, the City) the right to install, maintain, use, and repair pipes, ducts, conduits, vents, wires, and other installations leading in, through, over, or under the Premises and for this purpose, Landlord may take all material into and upon the Premises which is required therefor. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord reserves the right to use all exterior walls and roof area. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises and Tenant's property.

4.2 Right to Show Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable written notice not less than 24 hours to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Retail Space, and, during the last six (6) months of the Term (or the last six (6) months of any renewal term if this Lease is renewed), to show them to prospective tenants. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises and Tenant's property.

ARTICLE V. INITIAL CONSTRUCTION; MAINTENANCE, REPAIRS, AND ALTERATIONS.

5.1. Tenant's Construction Obligations.

(a) Subject to the provisions hereof, Tenant shall, at its expense, cause the construction and installation of all improvements to the Premises in accordance with Tenant's Plans, as hereinafter defined, and as necessary to permit Tenant to occupy same and conduct normal business operations (such improvements being

referred to herein as ("Tenant's Work"). The plans for such improvements shall be submitted to the Landlord for the Landlord's prior written consent, which will not be unreasonably withheld or delayed. Tenant covenants and agrees that it will invest, or cause to be invested, no less than $500,000 in hard construction costs on/to the Premises to insure that a first class restaurant is constructed.

(b) All permanent (fixed) improvements to the Premises shall remain the property of the Landlord upon termination of the Lease. Upon the lawful termination of the Lease, all personal property and trade fixtures may be removed by the Tenant from the Premises without damage to the Premises.

(c) Any damage to the existing finishes of the Retail Space shall be patched and repaired by Tenant, at its expense, and all such work shall be done to Landlord's satisfaction. If any patched and painted area does not match the original surface, then the entire surface shall be repainted at Tenant's expense. Tenant agrees to indemnify and hold harmless Landlord, its agents, and employees from and against any and all costs, expenses, damage, loss, or liability, including, but not limited to, reasonable attorneys' fees and costs, which arise out of, is occasioned by, or is in any way attributable to the build-out of the Premises or any subsequent improvements or alterations by Tenant pursuant to this Lease. Tenant, at its expense, shall be responsible for the maintenance, repair, and replacement of any and all items constructed by Tenant's contractor.

(d) Tenant shall not alter the existing fire alarm system in the Premises or the Retail Space. Tenant's Plans shall include detailed drawings and specifications for the design and installation of Tenant's fire alarm (and security) system(s) for the Premises. Such system(s) shall meet all appropriate building code requirements, and the fire alarm system shall, at Tenant's expense, be integrated into Landlord's fire alarm system for the Retail Space. (Landlord is not required to provide any security system.) Landlord's electrical contractor and/or fire alarm contractor shall, at Tenant's expense, make all final connections between Tenant's and Landlord's fire alarm systems. Tenant shall insure that all work performed on the fire alarm system shall be coordinated at the job site with the Landlord's representative.

(e) Tenant will permit no liens to attach to the Premises arising from, connected with or related to the construction of the improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to Landlord. Any and all permits and or licenses required for the installation of improvements shall be the sole responsibility of Tenant.

(f) The above requirements for submission of plans and the use of specific contractors shall not apply to improvements, maintenance or repairs which do not exceed $20,000.00, provided that the work is not structural, and provided that it is permitted by applicable law.

(g) Landlord acknowledges that the Current Tenant has made improvements and had signage installed prior to the execution of this Lease Agreement, and as such, said improvements and signage are acceptable to Landlord, to the extent that same were properly permitted, and done in compliance with all applicable building codes, and any other Municipal, County, State and Federal laws.

5.1.1. Tenant's Construction Escrow and Guaranties. Following Lease execution, and issuance by the City of Tenant's full building permit, and prior to commencement of construction, Tenant shall execute a work letter and escrow agreement, including a cash deposit, in the amount of the cost of the work (as such amount is set forth in the construction contract between Tenant and its General Contractor) for the build-out of the Premises for the intended Use, which will be deposited into Tenant's attorney's escrow account to guarantee the diligent and timely prosecution of construction. At its sole discretion, the City may also require that Tenant's General Contractor (G.C.) furnish the City with a Construction Completion Guaranty, and/or require Tenant's G.C. to furnish a Payment and Performance Bond (in a form reasonably acceptable to and approved by the City), guaranteeing the performance of the G.C. under the construction contract. The City shall be named as a dual obligee under such Bond. Additionally, Tenant shall be required to purchase Builder's Risk insurance coverage.

5.2 Maintenance and Repairs by Landlord. It is hereby acknowledged and agreed that Landlord shall maintain and repair certain portions of the Retail Space as delineated in Exhibit "F" hereto. Tenant will notify in writing of any necessary repairs that are the obligation of Landlord. Landlord shall not be responsible for any

damages caused to Tenant by reason of failure of any equipment or facilities serving the Retail Space or delays in the performance of any work for which the Landlord is responsible to perform pursuant to this Lease. Notwithstanding any other provisions of this Lease, if any part of the Retail Space is damaged or destroyed or requires repair, replacement, or alteration as a result of the act or omission of Tenant, its employees, agents, invitees, licensees, or contractors, Landlord shall have the right to perform same and the cost of such repairs, replacement, or alterations shall be paid by Tenant to Landlord upon demand. In addition, if, in an emergency, it shall become necessary to make promptly any repairs or replacements required to be made by Tenant, Landlord may re-enter the Premises and proceed forthwith to have the repairs or replacements made and pay the costs thereof. Upon demand, Tenant shall reimburse Landlord for the cost of making the repairs. Landlord shall exercise its rights under this section in a manner so as to minimize any disruption or interference with the operation of Tenant's business and property.

5.3 Maintenance and Repairs by Tenant. Tenant shall, at its sole cost, repair and maintain the Premises, all to a standard consistent with a first class retail center, with the exception of base building, mechanical and electrical systems, roof and foundation, which are the obligation of the Agency Landlord pursuant to this Lease. Without limiting the generality of the foregoing, Tenant is specifically required to maintain and make repairs to (i) the portion of any pipes, lines, ducts, wires, or conduits contained within the Premises; (ii) windows, plate glass, doors, and any fixtures or appurtenances composed of glass (including, without limitation, interior and exterior washing of windows and plate glass and the installation of hurricane shutters as provided by the Landlord); (iii) Tenant's sign; (iv) any heating or air conditioning equipment serving the Premises ("HVAC") (which shall include, without limitation, a preventive maintenance HVAC service contract. Such service contract shall include, without limitation, preventive HVAC maintenance no less than quarterly); and (v) the Premises or the Retail Space when repairs to the same are necessitated by any act or omission of Tenant, or the failure of Tenant to perform its obligations under this Lease. All repair and maintenance performed by Tenant in the Premises shall be performed by contractors or workmen designated or approved by Landlord, which approval shall not be unreasonably withheld or delayed. At the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Landlord in as good condition and repair as Tenant is required to maintain the Premises throughout the Term, reasonable wear and tear excepted. Tenant shall also furnish, maintain, and replace all electric light bulbs, tubes, and tube casings located within or serving the Premises and Tenant's signage, all at Tenant's sole cost and expense.

5.4 Approval of Tenant's Alterations. Unless otherwise provided herein, No alterations (including, without limitation, improvements, additions, or modifications to the Premises) shall be made by Tenant to the Premises without Landlord's prior written approval, which, as to exterior or structural alterations may be withheld in Landlord's sole discretion. Any alterations by Tenant shall be performed at the sole cost of Tenant, by contractors and workmen approved by Landlord, which approval shall not be unreasonably withheld or delayed, in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

5.5 Removal of Improvements and Fixtures. All leasehold improvements and fixtures (other than unattached, movable trade fixtures which can be removed without damage to the Premises) shall at the expiration or earlier termination of this Lease become Landlord's property. Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that Tenant is not in default under this Lease; and Tenant shall, at the expiration or earlier termination of the Term, at its sole cost, remove such of the leasehold improvements (except for improvements installed by Landlord prior to the Commencement Date) and trade fixtures in the Premises as Landlord shall require to be removed and restore the Premises to the condition existing prior to such removal. Tenant shall at its own expense repair any damage caused to the Retail Space by such removal. If Tenant does not remove its trade fixtures at the expiration or earlier termination of the Term, the trade fixtures shall, at the option of Landlord, become the property of Landlord and may be removed from the Premises and sold or disposed of by Landlord in such manner as it deems advisable without any accounting to Tenant.

5.6 Liens. Tenant shall promptly pay for all materials supplied and work done in respect of the Premises by, through, or under Tenant so as to ensure that no lien is recorded against any portion of the Retail Space or against Landlord's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it promptly by payment or bonding. If any such lien against the Retail Space or Landlord's interest therein is recorded and not discharged by Tenant as above required within fifteen (15) days following written notice to

Tenant, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises or the Retail Space shall be subject to any lien for improvements made by Tenant in or for the Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease. In accordance with applicable laws of the State of Florida, Landlord has filed in the public records of Dade County, Florida, a public notice containing a true and correct copy of this paragraph, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence of said notice.

5.7 Utilities. Tenant shall pay to Landlord, or as Landlord directs, all gas, electricity, water, and other utility charges applicable to the Premises as separately metered. Tenant shall, at its own cost, install, maintain and repair, as required, its electrical meter for the Premises. In addition, Tenant's electrical equipment and lighting shall be restricted to that equipment and lighting which individually does not have a rated capacity and/or design load greater than the rated capacity and/or design load of the Retail Space. If Tenant's consumption of electrical services exceeds either the rated capacity and/or design load of the Retail Space, then Tenant shall remove the equipment and/or lighting to achieve compliance within ten (10) days after receiving written notice from Landlord, or such equipment and/or lighting may remain in the Premises, so long as (a) Tenant shall pay for all costs of installation and maintenance of submeters, wiring, air-conditioning, and other items required by Landlord, in Landlord's reasonable discretion, to accommodate Tenant's excess design loads and capacities; and (b) Tenant shall pay to Landlord, within thirty (30) days after rendition of a bill, the cost of the excess consumption of electrical service at the rates charged to Landlord by Florida Power & Light, which shall be in accordance with any applicable laws.

ARTICLE VI. INSURANCE AND INDEMNITY.

6.1 Tenant's Insurance. Tenant shall, throughout the Term (and any other period when Tenant is in possession of the Premises), maintain at its sole cost the following insurance:

(A) All risks property insurance, containing a waiver of subrogation rights which Tenant's insurers may have against Landlord and against those for whom Landlord is in law responsible including, without limitation, its directors, officers, agents, and employees, and (except with respect to Tenant's chattels) incorporating a standard New York mortgagee endorsement (without contribution). Such insurance shall insure property of every kind owned by Tenant in an amount not less than the full replacement cost thereof (new), with such cost to be adjusted no less than annually. Such policy shall include as additional insureds Landlord and its affiliates and any mortgagee of Landlord, the City, and any mortgagee of the Landlord in connection with a mortgage on the Facility.

(B) Comprehensive general liability insurance. Such policy shall contain inclusive limits per occurrence of not less than the amount specified in the Lease Summary; provide for severability of interests; and include as additional insureds Landlord and its affiliates and any mortgagee of Landlord, the City, and any mortgagee of Landlord in connection with a mortgage on the Facility.

(C) Worker's compensation and employer's liability insurance in compliance with applicable legal requirements.

(D) Business interruption insurance, sufficient to insure Tenant for no less than one (1) full year of loss of business, with the Landlord named thereon as loss payee to the extent permitted by applicable law.

(E) Any other form of insurance which Tenant or Landlord, acting reasonably, requires from time to time in form, in amounts, and for risks against which a prudent tenant would insure, but in any event not less than that carried by comparable retail establishments in Dade County, Florida.

All policies referred to above shall: (i) be taken out with insurers licensed to do business in Florida and reasonably acceptable to Landlord; (ii) be in a form reasonably satisfactory to Landlord; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to

Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination, and (v) with respect to subsection (A), contain replacement cost, demolition cost, and increased cost of construction endorsements. Certificates of insurance on Landlord's standard form or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. If Tenant fails to take out or to keep in force any insurance referred to in this section 6.1, or should any such insurance not be approved by either Landlord or any mortgagee, and Tenant does not commence and continue to diligently cure such default within two (2) business days after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord as additional rent without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Retail Space. Landlord represents that Tenant's permitted use doesn't violate any policy carried by the Landlord.

6.2 Loss or Damage. Tenant acknowledges that the Landlord will be performing any maintenance and repairs required of Landlord hereunder. Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Retail Space or damage to property of Tenant or of others located on the Premises or elsewhere in the Retail Space, nor shall it be responsible for any loss of or damage to any property of Tenant or others from any cause, unless such death, injury, loss, or damage results from the gross negligence or willful misconduct of Landlord. Without limiting the generality of the foregoing, Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, falling fixtures, steam, gas, electricity, water, rain, flood, or leaks from any part of the Premises or from the pipes, sprinklers, appliances, plumbing works, roof, windows, or subsurface of any floor or ceiling of the Retail Space or from the street or any other place or by dampness, or by any other cause whatsoever, unless resulting from the gross negligence or willful misconduct of Landlord. Tenant agrees to indemnify Landlord and hold it harmless from and against any and all loss (including loss of Minimum Rent and additional rent payable in respect to the Premises), claims, actions, damages, liability, and expense of any kind whatsoever (including attorneys' fees and costs at all tribunal levels), unless caused by the gross negligence or willful misconduct of Landlord, arising from any occurrence in, upon, or at the Premises, or the occupancy, use, or improvement by Tenant or its agents or invitees of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant its agents, employees, and invitees or by anyone permitted to be on the Premises by Tenant.

6.3 Waiver of Subrogation. Landlord and Tenant each hereby waives on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, or any improvements thereto or the Retail Space, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other causes which are, or could or should be insured against under the terms of the standard fire and extended coverage insurance policies referred to in this Lease, regardless of whether such insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other party hereto, its agents, officers, or employees. Landlord and Tenant shall each obtain from their respective insurers, under all policies of fire, theft, public liability, worker's compensation, and other insurance maintained by either of them at any time during the term hereof insuring or covering the Retail Space or any portion thereof or operations therein, a waiver of all rights of subrogation which the insurer of one party might have against the other party, and Landlord and Tenant shall each indemnify, defend, and hold harmless the other against any loss or expense, including reasonable attorneys' fees (appellate or otherwise) resulting from the failure to obtain such waiver.

ARTICLE VII. DAMAGE AND DESTRUCTION.

7.1 Damage to Premises. Tenant acknowledges that if the Premises are partially or totally destroyed due to fire or other casualty, any repairs to or rebuilding of the damaged portions of the Retail Space will be performed by Landlord and in any event only to the extent that Landlord is required to repair or rebuild the Retail Space. If Landlord repairs or rebuilds, Rent shall abate proportionately to the portion of the Premises, if any,

rendered untenantable from the date of destruction or damage until the repairs have been substantially completed. Upon being notified that the repairs have been substantially completed, Tenant shall diligently perform all other work required to fully restore the Premises for use in Tenant's business, in every case at Tenant's cost and without any contribution to such cost by Landlord, whether or not Landlord has at any time made any contribution to the cost of supply, installation, or construction of leasehold improvements in the Premises. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable. If all or any part of the Premises shall be damaged by fire or other casualty and the fire or other casualty is caused by the fault or neglect of Tenant or Tenant's agents, guest, or invitees, rent and all other charges shall not abate.

7.2 Termination for Damage. Notwithstanding section 7.1, if damage or destruction which has occurred to the Premises or the Retail Space is such that in the reasonable opinion of Landlord such reconstruction or repair cannot be completed within one hundred twenty (120) days of the happening of the damage or destruction, Landlord or Tenant may, at its option, terminate this Lease on notice to the other given within thirty (30) days after such damage or destruction and Tenant shall immediately deliver vacant possession of the Premises in accordance with the terms of this Lease.

In addition, if Landlord undertakes the reconstruction or repair, and does not complete same within nine (9) months after the date of the fire or other casualty (subject to the time required to prepare plans for reconstruction, to obtain building permits, to receive distribution of insurance proceeds, and to complete the likely contract bidding process and all other relevant factors, but not to exceed an additional ninety (90) days), then Tenant shall have the right to terminate this Lease by written notice to Landlord delivered within thirty (30) days after the expiration of such nine (9) month period (or as extended), whereupon both parties shall be relieved of all further obligations hereunder, except as otherwise expressly set forth herein.

ARTICLE VIII. ASSIGNMENT, LEASES, AND TRANSFERS.

8.1 Transfer by Tenant. Tenant shall not enter into, consent to, or permit any Transfer, as hereinafter defined, without the prior written consent of Landlord in each instance, which consent may not be unreasonably withheld. For purposes of this Lease, "Transfer" means an assignment of this Lease in whole or in part; a sublease of all or any part of the Premises; any transaction whereby the rights of Tenant under this Lease or to the Premises are transferred to another; any mortgage or encumbrance of this Lease or the Premises or any part thereof or other arrangement under which either this Lease or the Premises become security for any indebtedness or other obligations; and if Tenant is a corporation or a partnership, the transfer of a controlling interest (greater than 50%) in the stock of the corporation or partnership interests, as applicable provided transfers to family members and transfers to third parties of less than 50% of the stock of the Tenant are permitted without Landlord consent. If there is a permitted Transfer, Landlord may collect rent or other payments from the transferee and apply the net amount collected to the rent or other payments required to be paid pursuant to this Lease but no acceptance by Landlord of any payments by a transferee shall be deemed a waiver of any provisions hereof regarding Tenant. Notwithstanding any Transfer, Tenant shall not be released from any of its obligations under this Lease. Landlord's consent to any Transfer shall be subject to the further condition that if the Minimum Rent and additional rent pursuant to such Transfer exceeds the Minimum Rent and additional rent payable under this Lease, the amount of such excess shall be paid to Landlord. If, pursuant to a permitted Transfer, Tenant receives from the transferee, either directly or indirectly, any consideration other than Minimum Rent and additional rent for such Transfer, either in the form of cash, goods, or services, Tenant shall, upon receipt thereof, pay to Landlord an amount equivalent to such consideration. Landlord acknowledges that any proceeds received in connection with the sale of Tenant's business (which sale shall include a corresponding assignment of this Lease) shall belong exclusively to the Tenant and/or its principals).

ARTICLE IX. DEFAULT.

9.1 Defaults. A default by Tenant shall be deemed to have occurred hereunder, if and whenever: (i) any Minimum Rent is not paid within 5 days from notice or demand for payment has been made by Landlord; (ii) any other additional rent is in arrears and is not paid within five (5) days after written demand by Landlord; (iii) Tenant has breached any of its obligations in this Lease (other than the payment of rent) and Tenant fails to

remedy such breach within thirty (30) days (or such shorter period as may be provided in this Lease), or if such breach cannot reasonably be remedied within thirty (30) days (or such shorter period), then if Tenant fails to immediately commence to remedy and thereafter proceed diligently to remedy such breach, in each case after notice in writing from Landlord; (iv) Tenant becomes bankrupt or insolvent; (v) any of Landlord's policies of insurance with respect to the Retail Space are canceled or adversely changed as a result of Tenant's use or occupancy of the Premises; or (vi) the business operated by Tenant in the Premises shall be closed by governmental or court order for any reason.

9.2 Remedies. In the event of any default hereunder by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative:

(A) Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account, or may terminate Tenant's right to possession of the Premises without terminating this Lease. In either event, Tenant shall then quit and surrender the Premises to Landlord. If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder.

(B) Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to Tenant. Re-entry and removal may be effectuated by summary dispossess proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with law.

(C) If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease under subsection (A) above, Tenant shall remain liable (in addition to accrued liabilities) to the extent legally permissible for all rent and all of the charges Tenant would have been required to pay until the date this Lease would have expired had such cancellation not occurred. Tenant's liability for rent shall continue notwithstanding re-entry or repossession of the Premises by Landlord. In addition to the foregoing, Tenant shall pay to Landlord such sums as the court which has jurisdiction thereover may adjudge as reasonable attorneys' fees with respect to any successful lawsuit or action instituted by Landlord to enforce the provisions of this Lease.

(D) Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises, except as expressly set forth below.

(E) If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease under subsection (A) above, and Landlord so elects, the rent hereunder shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term (reduced to present value using a discount factor equal to the stated prime lending rate on the date of Tenant's default by Landlord's then existing mortgagee or, if there is no mortgagee, by Citibank, N.A., New York). Prior to or following payment in full by Tenant of such discounted sum promptly upon demand, Landlord shall use good faith efforts to relet the Premises. If Landlord receives consideration as a result of a reletting of the Premises relating to the same time period for which Tenant has paid accelerated rent, such consideration actually received by Landlord, less any and all of Landlord 's cost of repairs, alterations, additions, redecorating, and other expenses in connection with such reletting of the Premises, shall be a credit against such discounted sum, and such discounted sum shall be reduced if not yet paid by Tenant as called for herein, or if Tenant has paid such discounted sum, such credited amount shall be repaid to Tenant by Landlord (provided said credit shall not exceed the accelerated amount).

(F) Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and to enter upon the Premises for such purposes. No notice of Landlord's intention to perform

such covenants need be given Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by the reasonable acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest from the date of payment by Landlord until repaid by Tenant at the highest rate permitted by law.

9.3 Costs. Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall be also liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises; repossessing the Premises; painting, altering, or dividing the Premises; combining the Premises with an adjacent space for any new tenant; putting the Premises in proper repair; protecting and preserving the Premises by placing watchmen and caretakers therein; reletting the Premises (including attorneys' fees and disbursements, marshall's fees, and brokerage fees, in so doing); and any other expenses reasonably incurred by Landlord.

9.4 Additional Remedies; Waiver. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies shall be cumulative and non-exclusive of each other. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

9.5 Default by Landlord. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages or injunction, but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to cure such default (provided, however, that if such default reasonably requires more than thirty (30) days to cure, Landlord shall have a reasonable time to cure such default, provided Landlord commences to cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion). Notwithstanding any provision of this Lease, Landlord shall not at any time have any personal liability under this Lease. In the event of any breach or default by Landlord of any term or provision of this Lease, Tenant agrees to look solely to the equity or interest then-owned by Landlord in the Retail Space, and in no event shall any deficiency judgment be sought or obtained against Landlord. It is expressly understood that the obligations of Landlord under this Lease are solely corporate obligations, and that, except for conversion, fraud, or willful misconduct, no personal liability will attach to, or is or shall be incurred by, the incorporators, stockholders, officers, directors, or employees, as such, of the Landlord, or of any successor corporation, or any of them, under or by reason of the obligations, covenants, or agreements of Landlord contained in this Lease or implied therefrom; and, except for conversion, fraud, or willful misconduct, that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, stockholder, officer, director, or employee, as such, or under or by reason of the obligations, covenants or agreements contained in this Lease or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Lease.

ARTICLE X. ESTOPPEL CERTIFICATE; SUBORDINATION.

10.1 Estoppel Certificate. Within ten (10) days after written request by Landlord, Tenant shall deliver in a form supplied by Landlord, an estoppel certificate to Landlord as to the status of this Lease, including whether this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements); the amount of Minimum Rent and additional rent then being paid and the dates to which same have been paid; whether or not there is any existing or alleged default by either party with respect to which a notice of default has been served, or any facts exist which, with the passing of time or giving of notice, would constitute a default and, if there is any such default or facts, specifying the nature and extent thereof; and any other matters pertaining to this Lease as to which Landlord shall request such certificate. Landlord, and any prospective purchaser, lender, or ground lessor shall have the right to rely on such certificate.

10.2 Subordination; Attornment. This Lease and all rights of Tenant shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or

arranged by Landlord of its interests in all or any part of the Retail Space, from time to time in existence against the Retail Space, whether now existing or hereafter created. Such subordination shall not require any further instrument to evidence such subordination. However, on request, Tenant shall further evidence its agreement to subordinate this Lease and its rights under this Lease to any and all documents and to all advances made under such documents. The form of such subordination shall be made as required by Landlord, its lender, ground lessor, the City. Tenant shall, if requested by Landlord, or a mortgagee, owner, or purchaser, or by any person succeeding to the interest of such mortgagee, owner, or purchaser, as the result of the enforcement of the remedies provided by law or the applicable instrument held by Landlord, such mortgagee, owner, or purchaser, automatically attorn to and become the tenant of Landlord or any such mortgagee, owner, purchaser, or successor-in-interest, without any change in the terms or other provisions of this Lease; provided, however, that Landlord, said mortgagee, owner, purchaser, or successor shall not be bound by (a) any payment of rent or additional rent for more than one (1) month in advance, or (b) any security deposit or the like not actually received by Landlord, such mortgagee, owner, or purchaser, or successor, or (c) any amendment or modification in this Lease made without the consent of Landlord, such mortgagee, owner, purchaser, or successor, or (d) any construction obligation, free rent, or other concession or monetary allowance, or (e) any set-off, counterclaim, or the like otherwise available against Landlord, or (f) any act or omission of any prior landlord (including Landlord). Upon request by Landlord, said mortgagee, owner, or purchaser, or successor, Tenant shall execute and deliver an instrument or instruments confirming its attornment.

Notwithstanding the foregoing, any such subordination of this Lease shall be conditioned on the Landlord obtaining a nondisturbance agreement in favor of Tenant from all mortgagees and ground lessors regarding any financings or overleases entered into by Landlord with respect to the Retail Space, and no subordination shall be effective without a corresponding nondisturbance agreement.

ARTICLE XI. CONTROL OF RETAIL SPACE BY LANDLORD.

11.1 Use and Maintenance of Common Areas. Tenant and those doing business with Tenant for purposes associated with Tenant's business on the Premises, shall have a non-exclusive license to use the common areas for their intended purposes during normal business hours in common with others entitled thereto and subject to any rules and regulations imposed by Landlord. Landlord shall use reasonable efforts to keep the common areas in good repair and condition and shall clean the common areas when necessary. Tenant acknowledges that any common areas of the Retail Space shall at all times be under the exclusive control and management of Landlord. For purposes of this Lease, "common areas" shall mean those areas, facilities, utilities, improvements, equipment, and installations of the Retail Space which serve or are for the benefit of tenants of more than one component of the Retail Space and which are not designated or intended by Landlord to be leased, from time to time, or which are provided or designated from time to time by Landlord and/or the City for the benefit or use of all tenants in the Retail Space, their employees, customers, and invitees, in common with others entitled to the use or benefit of same. Tenant acknowledges that the Garage portion of the Facility is not a part of the Retail Space, and that Tenant has no right or license to use the Garage pursuant to this Lease. Any use by Tenant or its invitees of the Garage is subject to the rules and regulations in connection therewith imposed by Landlord (or successor owner) and/or the operator of the Garage. No portion of the garage is under Landlord's control or supervision, and Landlord shall not be liable for any damage to automobiles of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the Garage.

11.2 Alterations by Landlord. Landlord and/or the City may (but shall not be obligated to) (i) alter, add to, subtract from, construct improvements on, re-arrange, and construct additional facilities in, adjoining, or proximate to the Retail Space; (ii) relocate the facilities and improvements in or comprising the Retail Space or erected on the Land; (iii) do such things on or in the Retail Space as required to comply with any laws, by-laws, regulations, orders, or directives affecting the Land or any part of the Retail Space; and (iv) do such other things on or in the Retail Space as Landlord and/or the City, in the use of good business judgment determines to be advisable, provided that notwithstanding anything contained in this section 11.2, access to the Premises shall be available at all times. Landlord shall not be in breach of its covenants for quiet enjoyment or liable for any loss, costs, or damages, whether direct or indirect, incurred by Tenant due to any of the foregoing; provided, Landlord shall exercise its rights under this section in a manner so as to minimize any disruption or interference with the operation of Tenant's business and property.

ARTICLE XII. CONDEMNATION.

12.1 Total or Partial Taking. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable for the purposes leased hereunder, the Term shall cease only as to the part so taken as of the Taking Date, and Tenant shall pay rent and other charges up to the Taking Date, with appropriate credit by Landlord (toward the next installment of rent due from Tenant) of any rent or charges paid for a period subsequent to the Taking Date. Minimum Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken.

12.2 Award. All compensation awarded or paid upon a total or partial taking of the Premises or Retail Space including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant and for Tenant's moving expenses; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

ARTICLE XIII. PROMOTION.

13.1 Promotional Fund; Merchants' Association. Intentionally Omitted.

ARTICLE XIV. GENERAL PROVISIONS.

14.1 Delay. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, as applicable, Landlord or Tenant, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, or governmental laws, regulations, or restrictions in the nature of a prohibition or moratorium, or any bona fide delay beyond the reasonable control of Landlord or Tenant, as applicable. The foregoing shall not apply to any payments of money due under this Lease.

14.2 Holding Over. If Tenant remains in possession of the Premises after the end of the Term without having executed and delivered a new lease or an agreement extending the Term, there shall be no tacit renewal of this Lease or the Term, and Tenant shall be deemed to be occupying the Premises as a Tenant from month to month at a monthly Minimum Rent payable in advance on the first day of each month equal to twice the monthly amount of Minimum Rent payable during the last month of the Term, and otherwise upon the same terms as are set forth in this Lease, so far as they are applicable to a monthly tenancy.

14.3 Waiver; Partial Invalidity. If Landlord excuses or condones any default by Tenant of any obligation under this Lease, this shall not be a waiver of such obligation in respect of any continuing or subsequent default and no such waiver shall be implied. All of the provisions of this Lease are to be construed as covenants even though not expressed as such. If any provision of this Lease is held or rendered illegal or unenforceable it shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in force and bind the parties as though the illegal or unenforceable provision had never been included in this Lease.

14.4 Recording. Neither Tenant nor anyone claiming under Tenant shall record this Lease or any memorandum hereof in any public records without the prior written consent of Landlord.

14.5 Financial Records. Landlord shall have the right to periodically review Tenant's financial records and statement of operations no more than once per year.

14.6 Notices. Any notice, consent, or other instrument required or permitted to be given under this Lease shall be in writing and shall be delivered in person, or sent by certified mail, return receipt requested, or overnight express mail courier, postage prepaid, addressed (i) if to Landlord, at the address set forth in the Lease Summary; and (ii) if to Tenant, at the Premises or, prior to Tenant 's occupancy of the Premises, at the address set forth on the Lease Summary, with a copy to Training Camp, Inc. at 25 West 45th Street, New York, NY 10036. Any such notice or other instruments shall be deemed to have been given and received on the day upon which personal delivery is made or, if mailed, then forty-eight (48) hours following the date of mailing. Either party may give notice to the other of any change of address and after the giving of such notice, the address therein specified is deemed to be the address of such party for the giving of notices. If postal service is interrupted or substantially delayed, all notices or other instruments shall be delivered in person or by overnight express mail courier.

14.7 Successors; Joint and Several Liability. The rights and liabilities created by this Lease extend to and bind the successors and assigns of Landlord and the heirs, executors, administrators, and permitted successors and assigns of Tenant. No rights, however, shall inure to the benefit of any transferee unless such Transfer complies with the provisions of Article VIII. If there is at any time more than one Tenant or more than one person constituting Tenant, their covenants shall be considered to be joint and several and shall apply to each and every one of them.

14.8 Captions and Section Numbers. The captions, section numbers, article numbers, and table of contents appearing in this Lease are inserted only as a matter of convenience and in no way affect the substance of this Lease.

14.9 Extended Meanings. The words "hereof," "hereto," "hereunder," and similar expressions used in this Lease relate to the whole of this Lease and not only to the provisions in which such expressions appear. This Lease shall be read with all changes in number and gender as may be appropriate or required by the context. Any reference to Tenant includes, when the context allows, the employees, agents, invitees, and licensees of Tenant and all others over whom Tenant might reasonably be expected to exercise control. This Lease has been fully reviewed and negotiated by each party and their counsel and shall not be more strictly construed against either party.

14.10 Entire Agreement; Governing Law; Time. This Lease and the Exhibits and Riders, if any, attached hereto are incorporated herein and set forth the entire agreement between Landlord and Tenant concerning the Premises and there are no other agreements or understandings between them. This Lease and its Exhibits and Riders may not be modified except by agreement in writing executed by Landlord and Tenant. This Lease shall be construed in accordance with and governed by the laws of the State of Florida. Time is of the essence of this Lease.

14.11 No Partnership. The parties hereby acknowledge that it is not their intention under this Lease to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership, or agency relationship. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Lease, whether based on the calculation of rental or otherwise, shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship of any kind or nature whatsoever between the parties hereto. The provisions of this section shall survive expiration of the Term.

14.12 Quiet Enjoyment. If Tenant pays rent and other charges and fully observes and performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

14.13 Brokerage. Landlord and Tenant each represent and warrant one to the other that except as set forth in the Lease Summary, neither of them has employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof. Landlord and Tenant hereby agree to indemnify and to hold each

other harmless against any loss, expense, or liability with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty. Landlord recognizes the broker(s) specified in the Lease Summary as the sole broker(s) with whom Landlord has dealt in this transaction and agrees to pay any commissions determined to be due said broker(s).

14.14 Radon Notice. Chapter 88-285, Laws of Florida, requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

14.15 Execution. This Lease has been submitted for discussion purposes only and shall not be deemed an offer by either party to the other to enter into this Lease unless and until this Lease shall have been executed by both parties, indicating their acceptance of the terms and conditions contained herein.

14.16 PROHIBITIONS REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES OR PLASTIC STRAWS. Pursuant to Section 82-7 of the City Code, as may be amended from time to time, effective August 2, 2014, the City has prohibited the use of expanded polystyrene food service articles by City Contractors, in connection with any City contract, lease, concession agreement or Special event permit. Additionally, pursuant to Section 82-385 of the City Code, as may be amended from time to time, no polystyrene food service articles will be allowed in the right-of-way, and no polystyrene food service articles can be provided to sidewalk café patrons.

Expanded polystyrene is a petroleum byproduct commonly known as Styrofoam. Expanded polystyrene is more particularly defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

Tenant agrees not to sell, use, provide food in, or offer the use of expanded polystyrene food service articles at the Premises or in connection with this Lease. Tenant shall ensure that all vendors operating in the Premises abide by the restrictions contained in this Section 14.16. A violation of this Section shall be deemed a default under the terms of this Lease. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the Tenant or its vendors.

Additionally, Tenant agrees to comply (and ensure compliance by its vendors) with Section 46-92 (c) of the City Code, which states that it is unlawful for any person to carry **any** expanded polystyrene product onto any beach or into any park within the City or for any business to provide plastic straws with the service or delivery of any beverage to patrons on the beach.

14.17 **TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS LEASE.**

EXECUTED as of the day and year first above written.

ATTEST:

LANDLORD:

MIAMI BEACH REDEVELOPMENT AGENCY, a public body corporate and politic

_____
SECRETARY

By:_____
CHAIRMAN

_____
(Print Name)

ATTEST:

TENANT:
CUBICHE 105, LLC

_____
(Print Name)

By:_____

_____
(Print Name)

EXHIBIT "A"

Legal Description

Lots 8, 9, 10, 11, 12 and 13, Block 57, Fisher's First Subdivision of Alton Beach, according to the Plat thereof, as recorded in Plat Book 2, Page 77 of the Public Records of Dade County, Florida, together with all of 16th Street (Avenue "C"), less and except the following described parcel:

BEGINNING at the Southwest corner of Block 54 of said Fisher's First Subdivision of Alton Beach Plat; thence North 88° 0' 53" East along the South line of said Block 54, a distance of 443.08 feet, to the Southeast corner of said Block 54; thence South 07° 35' 04" West, a distance of 96.26 feet, to a point of cusp with a tangent curve concave to the Southwest; thence along the arc of said curve to the left, having a radius of 25.00 feet and a central angel of 90° 00' 00", an arc distance of 39.27 feet, to a point of tangency; thence North 82° 24' 52" West, a distance of 24.75 feet; thence South 88° 00' 53" West along a line 8.00 feet North of and parallel with, as measured at right angles to the North line of Block 57 of said plat, a distance of 382.18 feet to a point on the Easterly Right-of-Way line of Washington Avenue; thence North 01° 59' 11" West along said Easterly Right-of-Way line, a distance of 62.00 feet to the Southwest corner of said Block 54 and the Point of beginning.

Said lands lying and being in the City of Miami Beach and containing 65,910 square feet (1.5131 Acres) more or less.

EXHIBIT "B"

Site Plan of Retail Space and Location of Premises

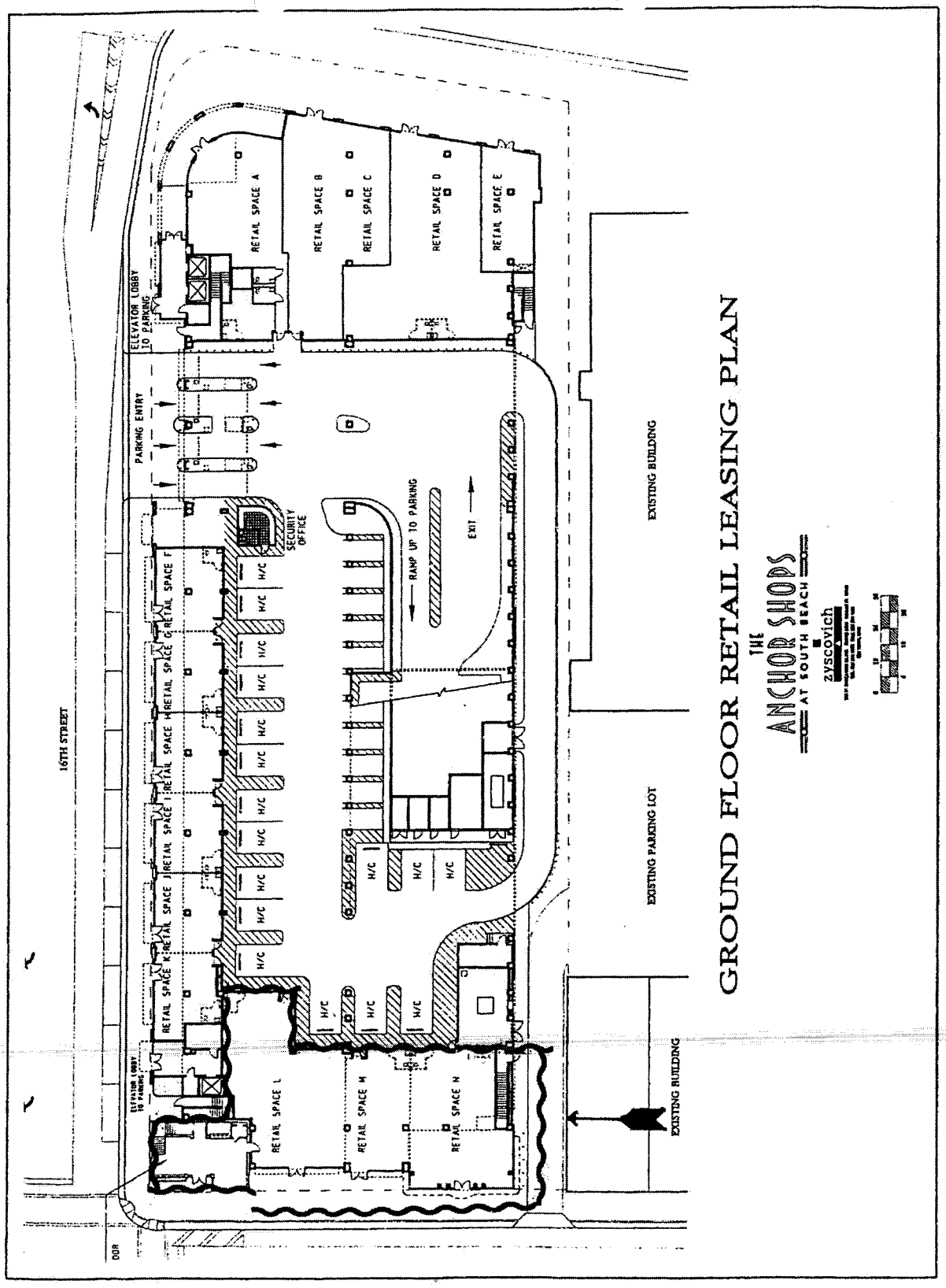


EXHIBIT "C"

RULES AND REGULATIONS

1. Security. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Retail Space, any persons occupying, using, or entering the same, or any equipment, furnishings, or contents thereof, and Tenant shall comply with Landlord's reasonable requirements relative thereto.

2. Return of Keys. At the end of the Term, Tenant shall promptly return to Landlord all keys for the Retail Space and Premises which are in the possession of Tenant. In the event any Tenant fails to return keys, Landlord may retain $100.00 of Tenant's security deposit for locksmith work and administration.

3. Repair, Maintenance, Alterations, and Improvements. Tenant shall carry out Tenant's repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other Tenant's in the Retail Space.

4. Water Fixtures. Tenant shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by Tenant shall be paid for by Tenant.

5. Personal Use of Premises. The Premises shall not be used or permitted to be used for residential, lodging, or sleeping purposes or for the storage of personal effects or property not required for business purposes.

6. Heavy Articles. Tenant shall not place in or move about the Premises without Landlord's prior written consent any safe or other heavy article which in Landlord's reasonable opinion may damage the Premises, and Landlord may designate the location of any such heavy articles in the Premises.

7. Bicycles, Animals. Tenant shall not bring any animals or birds into the Retail Space, and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Retail Space except in areas designated from time to time by Landlord for such purposes.

8. Deliveries. Tenant shall ensure that deliveries of supplies, fixtures, equipment, furnishings, wares, and merchandise to the Premises are made through such entrances, elevators, and corridors and at such times as may from time to time be designated by Landlord, and shall promptly pay or cause to be paid to Landlord the cost of repairing any damage in the Retail Space caused by any person making improper deliveries.

9. Solicitations. Landlord reserves the right to restrict or prohibit canvassing, soliciting, or peddling in the Retail Space.

10. Food and Beverages. Only persons approved from time to time by Landlord may prepare, solicit orders for, sell, serve, or distribute foods or beverages in the Retail Space, or use the common areas for any such purpose. Except with Landlord's prior written consent and in accordance with arrangements approved by Landlord, Tenant shall not permit on the Premises the use of equipment for dispensing food or beverages or for the preparation, solicitation of orders for, sale, serving, or distribution of food or beverages.

11. Refuse. Tenant shall place all refuse in proper receptacles provided by Tenant at its expense in the Premises or in receptacles (if any) provided by Landlord for the Retail Space, and shall keep sidewalks and driveways outside the Retail Space, and lobbies, corridors, stairwells, ducts, and shafts of the Retail Space, free of all refuse.

12. Obstructions. Tenant shall not obstruct or place anything in or on the sidewalks or driveways outside the Retail Space or in the lobbies, corridors, stairwells, or other common areas, or use such locations for

any purpose except access to and exit from the Premises without Landlord's prior written consent. Landlord may remove at Tenant's expense any such obstruction or thing caused or placed by Tenant (and unauthorized by Landlord) without notice or obligation to Tenant.

13. Proper Conduct. Tenant shall not conduct itself in any manner which is inconsistent with the character of the Retail Space as a first quality retail center or which will impair the comfort and convenience of other Tenant's in the Retail Space.

14. Employees, Agents, and Invitees. In these Rules and Regulations, "Tenant" includes the employees, agents, invitees, and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.

15. Pest Control. In order to maintain satisfactory and uniform pest control throughout the Retail Space, Tenant shall engage for its own Premises and at its sole cost, a qualified pest extermination contractor either designated or approved by Landlord, who shall perform pest control and extermination services in the Premises at such intervals as reasonably required or as may be directed by Landlord.

EXHIBIT "D"

Prohibited Uses

1. In no event may the primary business at the Premises be a cocktail lounge.

2. In no event may the primary business at the Premises be the sale of clothing sold under the following brand names: Dolce & Gabbana; Versace Jeans Couture; B.C.B.G.; Diesel; Replay; Polo Sport; Polo Jeans; and Ralph Lauren; and shoes sold under the following brand names: Charles David; Calvin Klein; Kenneth Cole; SoHo Shoes; Via Spiga; and Milano.

3. In no event may the primary business at the Premises engage in the sale of custom or designer jewelry.

4. In no event may the primary business at the Premises engage in the sale of swimwear, beach attire or related accessories.

5. In no event may the primary business at the Premises be the sale of athletic and/or other types of sporting footwear, retail apparel and related general merchandise.

EXHIBIT "E"

Landlord's Signage Criteria

Tenant Sign Standards – 16th Street and Washington Avenue Frontages

Tenant signage is to be located in the 6'-0" wide transom panel above the entrance doors to each space.

One 15amp 110volt AC electrical circuit has been provided at the designated sign location above the entrance doors for illuminated tenant signage. The area of the sign shall not exceed twenty (20) square feet.

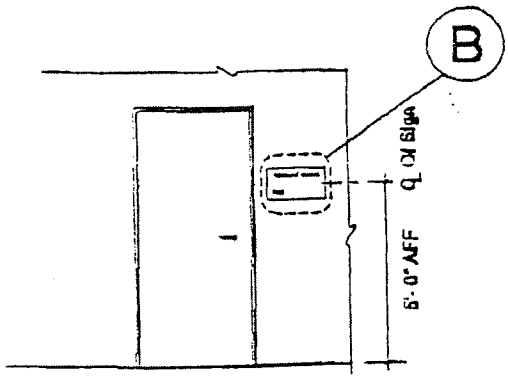
Three (3) tubular aluminum mounting rails are provided on the transom framing, in front of the glass line. The tenant sign shall mount to the rails and shall be composed of individual letters, symbols, or decorative elements. The individual letters are encouraged to be neon illuminated.

No box signs are allowed so as to maintain maximum transparency of the storefront line.

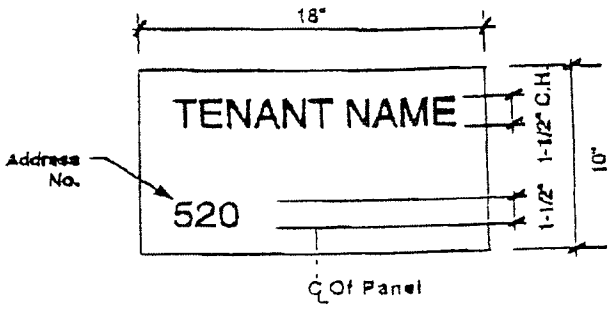
A ELEVATION - TENANT @ TRANSOM
SCALE: 3/8" = 1' - 0"

Receiving Door Signs

Each store shall have a sign identifying their receiving door, adjacent to the latch side of the their door. Tenant shall provide acid etched aluminum panel with blind studs, silicone cemented to the wall at 5'-O" above the finished floor. Tenant name copy shall be acid-etched and paint filled.



1 ELEVATION-RECEIVING DOOR SIGN
SCALE: 1/4" = 1'-0"



B LAYOUT-RECEIVING DOOR SIGN
SCALE: 1/8 FULL SIZE

KONIVER STERN GROUP
RETAIL REAL ESTATE & BROKERAGE

COMMISSION AGREEMENT

"OWNER": Miami Beach Redevelopment Agency
"PROPERTY": 1555 Washington Ave., Suites 1-3, Miami Beach, FL 33139
"RETAILER": Cubiche 105, LLC

The parties acknowledge that Koniver Stern Group, Inc. hereinafter referred to as KS (Broker) has introduced, the Miami Beach Redevelopment Agency (the "Owner") to **Cubiche 105, LLC** (the "Retailer"), and in the event a lease or other occupancy agreement or arrangement (the "Lease") is consummated with Retailer, or any affiliated or related entity of retailer, for all or any portion of the Property described above, then the Owner agrees to pay a commission (the "Commission") to KS as follows:

Amount of Commission: Three percent (3%) of the aggregate base rents, which shall accrue and be due and payable during the primary term, pursuant to the below section entitled "Payment Terms". There shall be no Commission due or payable for any renewal terms. The **estimated** (subject to re-measurement and final rent) total value of the commission is one hundred thirty seven - thousand three hundred and eighteen dollars and 93/100 (**$137, 318.93)** dollars, based on the premises consisting of approximately 7,130 square feet, pursuant to the Lease Commission Calculation to be attached hereto and incorporated herein as Exhibit "A". In the event the square footage or rent payment is adjusted, the total amount of the commission will be adjusted proportionately. Any changes to the square footage shall be at the sole discretion of Owner.

Payment Terms: The Commission shall be due as follows: twenty-five percent (**25%**) of the Commission amount, in the amount of $34,329.73, shall be due within thirty (30) days from execution of the Lease by both parties; twenty-five percent (**25%**) of the total Commission amount, in the amount of $34,329.73, shall be due: 1) within thirty (30) days from the date that Retailer begins conducting business at the premises and 2) upon Owner's receipt of the first month's rent payment (not including pre-paid rent which is due upon lease execution).

The balance of fifty percent (**50%**) of the Commission amount, in the amount of $68,659.46, shall be due and payable on the first day of the Thirteenth month following Rent Commencement (20th month following Lease Commencement), as said terms are defined under the Lease, providing Retailer is not in noticed material default under the lease. If so, the payment shall be due when default is reasonably cured.

With respect to each Commission payment due hereunder, Broker shall provide Owner with an invoice for said Commission payment and Owner

EXHIBIT
tabbies
B

1665 Washington Avenue, Penthouse, Miami Beach, Florida 33139
Telephone (305) 532-6100 Fax (305) 532-6101

shall pay same when due and within thirty (30) days from receipt of said invoice.

KS hereby discloses to Owner and Owner acknowledges that KS has acted solely as the a **transaction broker** in connection with this matter and is not the agent of the Owner notwithstanding the Owner's obligations to pay the Commission that may be due in accordance with the terms hereof.

Should any part of the Commission not be paid within thirty (30) days from the date same is due and receipt of the invoice from Broker, said Commission payment accrue interest from the due date thereof until paid at the maximum rate permitted by law. In the event that any party has to institute suit in order to enforce the terms of this Commission Agreement, the prevailing party shall be entitled to collect reasonable attorney's fees and court costs incurred at trial, appellate and post judgment collection efforts.

Each party hereby represents and warrants to the other party that they have full and complete right and authority to enter into this Agreement, that all required action has been taken by it as is necessary to authorize it to enter into this Agreement, that it is fully bound by the terms hereof, and that the person executing this Agreement on its behalf is authorized to do so and does bind the undersigned hereto without the or joinder or further approval of any other person whomsoever. This Agreement shall be binding upon and enforceable against and its benefits shall inure to each of the parties hereto and their personal representatives, heirs, successors and assigns, and shall specifically survive any such sale, transfer or assignment. The Owner shall remain liable for payment of all Commissions due hereunder notwithstanding any sale, transfer or assignment of the Property unless specifically released by KS in writing.

The existence of this agreement shall be reflected in the lease document.

Each of the undersigned acknowledge receipt of a copy of this Agreement and further acknowledges that they have read it and understand it and agree to the terms contained therein. This Agreement shall be construed and interpreted in accordance with Florida Law.

Owner: The Miami Beach Redevelopment Agency	Broker: Koniver Stern Group
By:_____ Philip Levine, Chairperson	By: _____ Print Name/Broker_____
Date:_____	Date:_____
Witness (print & sign)	Witness (print & sign)
_____ Rafael E. Granado, Secretary	_____ Print Name/ Position: _____

Exhibit A

Square Feet:	7,130
Rent PSF:	$56
Increases:	3%

Year	PSF Base Rent	Monthly Base Rent	Annual Base Rent
1	$56.00	$33,273.33	$399,280.00
2	$57.68	$34,271.53	$411,258.40
3	$59.41	$35,299.68	$423,596.15
4	$61.19	$36,358.67	$436,304.04
5	$63.03	$37,449.43	$449,393.16
6	$64.92	$38,572.91	$462,874.95
7	$66.87	$39,730.10	$476,761.20
8	$68.87	$40,922.00	$491,064.04
9	$70.94	$42,149.66	$505,795.96
10	$73.07	$43,414.15	$520,969.84
			$4,577,297.73

Koniver Stern Commission Calculation		
Aggregate Base Rent	**Rate**	**Commission**
$4,577,297.73	3.00%	**$137,318.93**

Koniver Stern Payment Schedule					
Years	**Aggregate Base Rent**	**3% Commission**	**Due at Lease Execution**	**Due at 1st Month of Rent Payment**	**Due at 13th Month of Rent Payments**
1 - 10	$4,577,297.73	$137,318.93	$34,329.73	$34,329.73	$68,659.47
		$137,318.93			

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that the following public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 8, 2015**, at the times listed, or as soon thereafter as the matter can be heard:

10:35 a.m.
An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Florida, Entitled Miscellaneous Offenses," By Amending Article I, Entitled "In General," By Amending Section 70.1, Entitled "State Misdemeanors," By Creating Subsection (C) Which Provides Civil Penalties For The Possession Of Cannabis (Marijuana) For Amounts Under 20 Grams And Possession Of Drug Paraphernalia; And Setting Forth Penalties And Enforcement Responsibilities For A Violation Of Subsection 70-1(C)(1) And (2); Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:40 a.m.
An Ordinance Amending Chapter 66, "Marine Structures, Facilities And Vehicles," Article IV, "Vessels," Section 66-151, "Launching And Hauling," To Authorize The Installation Of "Tow-Away Zone" Signs Along Public Seawalls And To Authorize Towing; Providing For Repealer; Codification; Severability And An Effective Date. *Inquiries may be directed to the Police Department at 305.673.7900.*

10:45 a.m.
An Ordinance Amending The Land Development Regulations (LDRs) Of The City Code, At Chapter 118, Entitled "Administrative And Review Procedures," Article VI "Design Review Procedures, By Modifying Section 118-252, Entitled "Applicability And Exemptions" To Exclude From Design Review Board Review City Applications Relating To Stormwater Pump Stations; Providing For Codification, Repealer, Severability And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:50 a.m.
An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," Article II, Entitled "Public Places," Division 3, Entitled "Alcoholic Beverages," By Amending Section 70-87 Thereof To (1) Clarify That The Consumption, Service, Sale, Or Possession Of Open Containers Of Alcoholic Beverages At Sidewalk Cafes Is Only Permitted During The Hours Set Forth In Chapter 6 Of The City Code, (2) Clarify That Alcoholic Beverage Establishments Shall Not Allow Any Person To Take From The Premises Any Opened Alcoholic Beverage Container Or Any Open Or Unsealed Container Of Alcoholic Beverages, And (3) Amend The Enforcement And Penalty Provisions; And Providing For Repealer, Severability, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:55 a.m.
An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article II, Entitled "City Commission," By Amending Section 2-11, Entitled "Time Of Regular Meetings" And Section 2-12, Entitled "Meeting Agendas," By Amending The Requirements And Procedures Relating To City Commission Meetings And Agendas; Providing For Repealer, Codification, And An Effective Date. *Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

11:00 a.m.
An Ordinance Amending Policy 1.2 Of The Future Land Use Element Of The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying The Medium Intensity Commercial Category (CD-2) And The Mixed Use Entertainment Category (MXE) To Establish The 'Ocean Terrace Overlay' In Order To Allow For An F.A.R. Of 3.0 Within Its Boundaries; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

11:00 a.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations", Article III "Overlay Districts", Creating Division 10 "Ocean Terrace Overlay", To Modify The Applicable Setbacks And Allowable Encroachments, Increase The Allowable Height To 250 Feet For Residential Uses And 125 Feet For Hotel Uses, Increase The Allowable Floor Area To 3.0, To Limit The Maximum Floorplate Of The Tower Portion Of New Buildings, To Provide A Minimum Building Separation For The Tower Portion Of New Buildings, To Modify The Allowable Main, Conditional And Accessory Uses; Providing For Repealer; Severability; Codification; And An Effective Date. *Inquiries may be directed to the Planning Department at 305.673.7550.*

2:00 p.m.
A Resolution Of The Chairperson And Members Of The Miami Beach Redevelopment Agency (RDA), Accepting The Recommendation Of The City's Finance And Citywide Projects Committee, On First Reading Of This Resolution, And Approving, A Lease Agreement Between The RDA (Landlord) And Cubiche 105, LLC (Tenant), In Connection With The Use Of Suite Nos. 1-3 At The Anchor Shops, Located At 1555 Washington Avenue, Miami Beach, Florida (Premises), For A Term Of Nine (9) Years And Three Hundred And Sixty Four (364) Days From Rent Commencement, With Two (2) Renewal Options, For Five (5) Years Each; Further Waiving, The Competitive Bidding Requirement In Section 82-39(a) Of The City Code, Finding Such Waiver To Be In The Best Interest Of The City/RDA; Referring The Proposed Lease To The Planning Board, For Review And Approval, As Required Pursuant To Section 1.03(b)(4) Of The City Charter, And Setting A Public Hearing, As Required Pursuant To Section 82-37(a)(2) Of The City Code, For Second (And Final) Reading And Public Hearing. *Inquiries may be directed to the Tourism, Culture and Economic Development Department at 305.673.7193.*

Dr. Stanley Sutnick Citizen's Forum – Pursuant to Resolution No. 2013-28440, the times for the Dr. Stanley Sutnick Citizen's Forum are **8:30 a.m.** and **1:00 p.m.**, or as soon as possible thereafter. Approximately thirty minutes will be allocated to each session, with individuals being limited to no more than three minutes or for a period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances, additional legal notice need not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach

1117

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Miami Beach Redevelopment Agency (RDA)

1B A Resolution Of The Chairperson And Members Of The Miami Beach Redevelopment Agency (RDA), Accepting The Recommendation Of The Finance And Citywide Projects Committee, Pursuant To Invitation To Negotiate (ITN) No. 2015-060-LR (The ITN), For The Leasing Of City-Owned Buildings And Rooftops For The Placement Of Telecommunications Equipment, And Authorize The Executive Director To Execute A Nine Year And 364 Day Lease Agreement With Crown Castle Ng East, LLC ("Tenant"), Attached And Incorporated Herein As Exhibit A, For Tenant To Operate And Maintain Its Existing Telecommunications Hub On The Roof Of The RDA's Parking Garage Located At 1550 Collins Avenue, With A Monthly Rent Of $4,000.00.

(Tourism, Culture & Economic Development)

(Item to be Submitted in Supplemental)

Agenda Item 1B
Date 7-8-15

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